[Cite as *Musunuru v. Echelle Resources, Inc.*, 2026-Ohio-4387.]

IN THE COURT OF APPEALS OF OHIO

TENTH APPELLATE DISTRICT

Vamsi Musunuru,	:	
Plaintiff-Appellant,	:	
		No. 25AP-469
v.	:	(C.P.C No. 22CV-6172)
Echelle Resources, Inc. et al.,	:	(REGULAR CALENDAR)
Defendants-Appellees.	:	

D E C I S I O N

Rendered on November 5, 2026

On brief: *Durst Kerridge LLC, Paul R. Kerridge,* and *Alex J. Durst*, for appellant. **Argued:** *Paul R. Kerridge*.

On brief: *Anthony Law, LLC, Michael J. Anthony,* and *Vincent P. Zuccaro*, for appellees. **Argued:** *Vincent P. Zuccaro*.

APPEAL from the Franklin County Court of Common Pleas

BEATTY BLUNT, J.

{¶ 1} Plaintiff-appellant, Vamsi Musunuru, appeals from the decision and entry of the Franklin County Court of Common Pleas granting the motion of defendants-appellees, Echelle Resources, Inc. ("Echelle"), Christopher Berry ("Berry"), and Echelle Resources Partnership (the "Partnership") (collectively, "appellees"), to reduce arbitration award to judgment and denying appellant's motion to set aside arbitration award. For the reasons that follow, we affirm the judgment of the trial court.

I. Facts and Procedural History

{¶ 2} This case arises from a business dispute between appellant and appellee Berry, two equal (50 percent) partners of the Partnership. On September 6, 2022, appellant filed a complaint alleging appellee Berry breached his fiduciary duties to the Partnership between him and appellant, breached the partnership agreement to which they were both

parties, wrongfully converted funds from contracts, engaged in risky conduct that should result in judicial supervision over the Partnership, caused injurious actions that require a receiver to protect the Partnership, became unjustly enriched from the Partnership, used appellee Echelle as an alter ego to engage in self-dealing, and breached his fiduciary duties as the sole director of the Partnership/Corporation. (Compl. at ¶ 69-121.) Appellant sought actual and punitive damages, injunctive relief, and an order for judicial supervision—individually, jointly, and severally—against Appellees. (*Id*. at ¶ 125; Prayer for Relief.)

{¶ 3} In response to the complaint, on October 7, 2022, appellees filed a motion to stay and compel arbitration, which alleged that appellant was a party to a partnership agreement with Berry ("the Agreement"). (*See* Compl. at Ex. A, Agreement.) The Agreement states in pertinent part as follows:

> **16. Arbitration.** Any dispute arising out of or related to this Agreement that the Partners are unable to resolve by themselves shall be settled by arbitration in the State of Ohio in accordance with the rules of the American Arbitration Association. The written decision of the arbitrator(s), as applicable, shall be final and binding on the Partners. Judgment on a monetary award or enforcement of injunctive or specific performance relief granted by the arbitrator(s) may be entered in any court having jurisdiction over the matter.

(Emphasis in original.) (Agreement, Section 16).

{¶ 4} On January 13, 2023, the trial court issued a decision and entry granting appellees' motion to stay and compel arbitration and ordered that the matters be stayed in their entirety until the arbitration between the parties had taken place in accordance with the mandatory arbitration provision set forth in Section 16 of their Agreement.

{¶ 5} The matter proceeded to arbitration, and on August 26, 2024, appellees filed their application to reduce arbitration award to judgment. In their application, appellees asserted that on August 9, 2024, they received an arbitrator award (the "Award") denying the entirety of appellant's claims and attached a copy of the Award as Exhibit 1 of the application.

{¶ 6} On October 1, 2024, the trial court issued an order staying a ruling on appellees' application to reduce the Award to judgment until the time provided under R.C. 2711.13 for appellant to file a motion to vacate the Award had expired.

{¶ 7} On November 6, 2024, appellant filed his motion to set aside arbitration award.

{¶ 8} On May 14, 2025, the trial court issued its decision and entry granting the motion of appellees to reduce arbitration award to judgment and denying appellant's motion to set aside arbitration award.

{¶ 9} On June 10, 2025, appellant timely filed a notice of appeal, which is now before the court.

II. Assignments of Error

{¶ 10} Appellant asserts the following four assignments of error for our review:

> (1.) The trial court erred when it failed to limit the arbitrator's authority and confirmed the arbitrator's decision resolving non-arbitrable claims.
>
> (2.) The trial court erred when it failed to set aside the arbitrator's decision that disregarded the plain and unambiguous language of the contract being interpreted.
>
> (3) The trial court erred when it failed to set aside the arbitrator's decision that relied exclusively on the arbitrator sua sponte raising an affirmative defense.
>
> (4) The trial court erred when it endorsed the arbitrator's decision to proceed with the hearing, rather than postpone it, despite Defendants' refusal to produce unredacted versions of crucial documents.

III. Law and Analysis

A. Relevant Law on Arbitration and Standard of Review

{¶ 11} This court has previously observed that " '[b]oth the Ohio General Assembly and Ohio courts have expressed a strong public policy favoring arbitration.' " *Stoner v. Salon Lofts, LLC,* 2014-Ohio-796, ¶ 13 (10th Dist.), quoting *Hayes v. Oakridge Home*, 2009-Ohio-2054, ¶ 15, citing R.C. Chapter 2711, *Taylor Bldg. Corp. of Am. v. Benfield*, 2008-Ohio-938, ¶ 27, and *Williams v. Aetna Fin. Co.*, 83 Ohio St.3d 464, 471 (1998). In furtherance of this policy, "[j]udicial review of arbitration awards is limited in order to encourage the resolution of disputes in arbitration." *Columbus v. Internatl. Assn. of*

Firefighters, Local 67, 2020-Ohio-356, ¶ 12 (10th Dist.), citing *Wright State Univ. v. Fraternal Order of Police*, 2017-Ohio-854, ¶ 12 (2d Dist.).

{¶ 12} "R.C. Chapter 2711 provides the exclusive statutory remedy which parties must use in appealing arbitration awards to the courts of common pleas." *Galion v. Am. Fedn. of State, Cty. & Mun. Emps., Ohio Council 8, AFL-CIO, Local No. 2243*, 71 Ohio St.3d 620 (1995), paragraph two of the syllabus. R.C. 2711.13 permits a party to an arbitration to file a motion in the court of common pleas for an order vacating an award in an arbitration proceeding "as prescribed in [R.C.] 2711.10." R.C. 2711.13.

{¶ 13} In turn, R.C. 2711.10 states:

> In any of the following cases, the court of common pleas shall make an order vacating the award upon the application of any party to the arbitration if:
>
> (A) The award was procured by corruption, fraud, or undue means.
>
> (B) There was evident partiality or corruption on the part of the arbitrators, or any of them.
>
> (C) The arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced.
>
> (D) The arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

R.C. 2711.10 (A) through (D).

{¶ 14} Alternatively, a party may seek judicial confirmation of an arbitration award pursuant to R.C. 2711.09, which provides that within "one year after an award in an arbitration proceeding is made, any party to the arbitration may apply to the court of common pleas for an order confirming the award. Thereupon the court *shall grant* such an order and enter judgment thereon, unless the award is vacated, modified, or corrected as prescribed in sections 2711.10 and 2711.11 of the Revised Code." (Emphasis supplied.) R.C. 2711.09. "The language of R.C. 2711.09 is mandatory. If no motion to vacate or

modify an award is filed, the court must confirm an arbitration award given a timely motion under R.C. 2711.09." *MBNA Am. Bank, N.A. v. Jones*, 2005-Ohio-6760, ¶ 14 (10th Dist.).

{¶ 15} Ohio law is clear that review of a motion to vacate an arbitration award is confined to the grounds listed in R.C. 2711.10. Indeed, the Supreme Court of Ohio has held that "[a]n arbitration award may be challenged only through the procedure set forth in R.C. 2711.13 and on the grounds enumerated in R.C. 2711.10 and 2711.11. . . . 'The jurisdiction of the courts to review arbitration awards is thus statutorily restricted; it is narrow and it is limited.' " *Miller v. Gunckle*, 2002-Ohio-4932, ¶ 10, quoting *Warren Edn. Assn. v. Warren City Bd. of Edn.*, 18 Ohio St.3d 170, 173 (1985). Further, consistent with Supreme Court of Ohio precedent, this court has recognized that " '[a] trial court may not evaluate the actual merits of an award and must limit its review to determining whether the appealing party has established that the award is defective within the confines of R.C. Chapter 2711.' " *Champion Chrysler v. Dimension Serv. Corp.*, 2018-Ohio-5248, ¶ 10 (10th Dist.), quoting *Telle v. Estate of William Soroka*, 2008-Ohio-4902, ¶ 19 (10th Dist.). "R.C. 2711.10 thus 'limits judicial review of arbitration to claims of fraud, corruption, misconduct, an imperfect award, or that the arbitrator exceeded his authority.' " *Id.*, quoting *Goodyear Tire & Rubber Co. v. Local Union No. 200, United Rubber, Cork, Linoleum & Plastic Workers of Am.*, 42 Ohio St.2d 516 (1975), paragraph two of the syllabus.

{¶ 16} An appellate court's role when reviewing a trial court's determination regarding arbitration is even more limited than that of the trial court. Pursuant to R.C. 2711.15, "[a]n appeal may be taken from an order confirming, modifying, correcting, or vacating an award made in an arbitration proceeding or from judgment entered upon an award." R.C. 2711.15. However, "when a court of appeals reviews a trial court's judgment concerning an arbitration award, the appellate court must confine its review to evaluating the order issued by the trial court pursuant to R.C. Chapter 2711." *State v. Ohio Civ. Serv. Emps. Assn., Local 11 AFSCME AFL-CIO*, 2016-Ohio-5899, ¶ 13 (10th Dist.). "When reviewing a trial court's decision to confirm, modify, vacate, or correct an arbitration award, an appellate court should accept findings of fact that are not clearly erroneous but

should review questions of law de novo." *Portage Cty. Bd. of Dev. Disabilities v. Portage Cty. Educators' Assn. for Dev. Disabilities*, 2018-Ohio-1590, ¶ 2.

{¶ 17} With the foregoing authorities and standard of review in mind, we now turn to appellant's assignments of error.

B. First Assignment of Error

{¶ 18} In his first assignment of error, appellant asserts the trial court erred in failing to limit the arbitrator's authority and confirmed the arbitrator's decision resolving non-arbitrable claims. We disagree.

{¶ 19} For the first time on appeal, appellant asserts that the trial court erred by failing "to rule on the threshold issue of arbitrability of all the claims . . . ." (Brief of Appellant at 6.) Appellant has waived this issue for two reasons. First and foremost, appellant failed to file an appeal of the trial court's judgment entry granting appellees' motion to stay and compel arbitration which expressly referred *all* of appellant's nine claims set forth in his complaint to arbitration.

{¶ 20} R.C. 2711.02(B) states in part: "If any action is brought upon any issue referable to arbitration under an agreement in writing for arbitration, the court . . . shall on application of one of the parties stay the trial of the action until the arbitration of the issue has been had in accordance with the agreement . . . ." R.C. 2711.02(C) provides in part: "[A]n order under division (B) . . . that grants or denies a stay of a trial of any action pending arbitration . . . is a final order and may be reviewed, affirmed, modified, or reversed on appeal pursuant to the Rules of Appellate Procedure and, to the extent not in conflict with those rules, Chapter 2505. of the Revised Code." *See also White v. Equity, Inc.*, 191 Ohio App.3d 141, 2010-Ohio-4743, ¶ 15 (10th Dist.), citing R.C. 2711.02(C) ("An order granting or denying a motion for stay pending arbitration is a final, appealable order."); *Mynes v. Brooks*, 2009-Ohio-5946, ¶ 13 ("R.C. 2711.02(C) permits a party to appeal a trial court order that grants or denies a stay of trial pending arbitration, even when the order makes no determination pursuant to Civ.R. 54(B).").

{¶ 21} Pursuant to App.R. 4(A), a party is required to "file a notice of appeal within 30 days of the entry of the order being appealed." *Landa v. Campuseai, Inc.*, 2016-Ohio-298, ¶ 18 (8th Dist.). Accordingly, "[o]nce the court either grants or denies a stay pending arbitration, the order becomes final and must be appealed if the party intends to challenge

the court's decision." *Id.*, citing *Fazio v. Gruttadauria*, 2008-Ohio-4586, ¶ 20 (8th Dist.), citing *Schmidt v. Bankers Title & Escrow Agency, Inc.*, 2007-Ohio-3924, ¶ 11 (8th Dist.). Thus, because appellant did not appeal from the trial court's judgment entry referring all clams to arbitration, the trial court's determination became final and conclusive under principles of *res judicata*. *AJZ's Hauling, L.L.C. v. TruNorth Warranty Programs of N. Am.*, 2023-Ohio-3097.

{¶ 22} Second, even if the first reason were not enough to constitute waiver of this issue (which most assuredly it is), appellant further failed to assert in his motion to set aside the arbitration award that the trial court must determine whether the arbitrator had authority to rule on all of appellant's claims. It is well-settled that arguments not raised before the trial court are waived and cannot be asserted for the first time on appeal. "Parties cannot raise any new issues for the first time on appeal, and the failure to raise an issue at the trial level waives it on appeal." *Bell v. Teasley*, 2011-Ohio-2744, ¶ 15 (10th Dist.), citing *Gangale v. Bur. of Motor Vehicles*, 2002-Ohio-2936, ¶ 13 (10th Dist.).

{¶ 23} Therefore, based on the foregoing, appellant has waived the arguments he presents in support of his first assignment of error.

{¶ 24} Accordingly, appellant's first assignment of error is overruled.

C. Second Assignment of Error

{¶ 25} In his second assignment of error, appellant asserts the trial court erred in failing to set aside the arbitrator's decision that disregarded the plain and unambiguous language of the contract being interpreted. Again, we disagree.

{¶ 26} It is well-settled that a reviewing court must confirm an arbitration award if it finds that the arbitrator's award draws its essence from the underlying agreement and it is not unlawful, arbitrary, or capricious. *Reynoldsburg City School Dist. Bd. of Edn. v. Licking Heights Local School Dist. Bd. of Edn.*, 2011-Ohio-5063, ¶ 22 (10th Dist.), citing *Miami Twp. Bd. of Trustees v. Fraternal Order of Police, Ohio Labor Council, Inc.*, 81 Ohio St.3d 269 (1998), syllabus. "An arbitrator's award draws its essence from a collective bargaining agreement when there is a rational nexus between the agreement and the award, and where the award is not arbitrary, capricious or unlawful." *Mahoning Cty. Bd. of Mental Retardation & Dev. Disabilities v. Mahoning Cty. TMR Edn. Assn.*, 22 Ohio St.3d 80 (1986), paragraph one of the syllabus.

{¶ 27} Moreover, as discussed above, when a court of appeals reviews a trial court's judgment concerning an arbitration award, the appellate court must confine its review to evaluating the order issued by the trial court pursuant to R.C. Chapter 2711. The appellate court may not review substantive merits of the arbitrator's award in the absence of evidence of material mistake or extensive impropriety. *Reynoldsburg City School Dist. Bd. of Edn.* at ¶ 22, citing *Warren Edn. Assn.* at 173. Thus, under R.C. 2711.10, " 'even a grossly erroneous decision is binding in the absence of fraud.' " *Ohio Dept. of Adm. Servs. v. Moody/Nolan Ltd., Inc.*, 2000 Ohio App. LEXIS 5759, *10 (10th Dist. Dec. 12, 2000), quoting *Goodyear Tire & Rubber Co.*, at 522.

{¶ 28} Here, there simply is no evidence of extensive—or any—impropriety on the part of the arbitrator, nor is there any evidence of material mistake. Rather, based on the uncontroverted evidence presented at the hearing, the Arbitrator stated in his Award, in pertinent part, as follows:

> Given this substantial and virtually uncontested evidence, there is simply no way to conclude the check tendered to Mr. Musunuru, and accepted by Mr. Musunuru, was being offered for any other reason other than to buy out his positions in his businesses with Mr. Berry. It was clearly being offered to effect their "severability," the specific agreement they were discussing and drafting at that time, to compensate Mr. Musunuru on this full separation and split from their business relationships.
>
> Under the well-settled application of accord and satisfaction, Mr. Musunuru's acceptance of the check offered to him constitutes his acceptance and agreement to separate from his businesses with Mr. Berry.
>
> There was an "offer" here; the Partner Payout check. Mr. Musunuru cashed the check and, thus, accepted the offer. The deal was done. Mr. Musunuru had ended and relinquished his interests and positions in the businesses with Mr. Berry. There was an "accord" and, certainly, a "satisfaction."
>
> Mr. Musunuru spent much of the time in this arbitration claiming he was not provided financial information or discovery from Mr. Berry that would, in effect, help to prove this [sic] claims against Mr. Berry. But, that argument was misplaced. Virtually all of the discovery and information Mr. Musunuru requested went to the issue of damages, i.e. what

> compensation he felt he would be entitled to if he still had an ownership in the partnership and businesses between the parties.
>
> As such, if Mr. Musunuru fails in his underlying claims, that he is somehow still an owner of these businesses, evidence as to his possible damages had he been successful on those claims is unnecessary.

(Award of Arbitrator at 5.)

{¶ 29} Further, the trial court clearly explained its determination that the arbitrator acted within its authority in construing the parties' Agreement and making his Award as follows:

> the Arbitrator held that the parties had entered into a Partnership Agreement, and that such agreement "contained an express 'Buyout' provision whereby, pursuant to the agreement of the parties, one partner could buy out the other partner and end that partner's connection to the business." . . . The Arbitrator further found that at the same time the parties were discussing going their separate ways, Defendant Berry prepared and mailed a check to Plaintiff in the amount of $235,809, which contained in the memo portion of the check, a notation of "Partner Payout." . . . The Arbitrator further found that "there was little evidence of this type of payment ever being made or processed before between the parties," and found that after Plaintiff deposited the check, he stated that he would get the Severability Agreement notarized and sent off to Defendant Berry that day. . . . The Arbitrator further found that "[u]nder the well-settled application of accord and satisfaction, [Plaintiff's] acceptance of the check offered him constitutes his acceptance and agreement to separate from his businesses with Mr. Berry."

(May 14, 2025 Decision & Entry at 10-11, citing and quoting Arbitrator's Award at p. 2-3, 5.) The trial court went on to state:

> [g]iven these findings by the Arbitrator, the Court finds that it was reasonable for the Arbitrator to apply the common law rule of accord and satisfaction, and further finds that there was a rational nexus to the Partnership Agreement, as the parties had contemplated for a partnership buyout in their agreement. Therefore, the Court finds that because the Arbitrator's Award had a rational nexus to the Partnership Agreement, and no other evidence of corruption, fraud,

> misconduct, partiality, or material mistake by the Arbitrator has been presented, there is no evidence that the Arbitrator exceeded his authority, and thus no good cause to vacate the Arbitrator's Award or findings.

Id. at 11.

{¶ 30} In short, at the heart of this case is whether the check in the amount of $235,809 made payable to appellant—and deposited by appellant—constituted a valid "Buyout" as contemplated by the Partnership Agreement so that all of appellant's claims fail as a matter of law because appellant has already received and accepted everything he is entitled to under the Agreement. The arbitrator found that it was such a valid "Buyout," that appellant's claims thus fail as a matter of law, and the trial court agreed with these findings.

{¶ 31} Considering all the above, we find appellant has not demonstrated the trial court erred in reaching its decision to uphold the arbitrator's decision and Award and declining to grant appellant's request to set it aside. As such, appellant has not met his burden to affirmatively demonstrate the trial court erred in denying appellant's motion to vacate the arbitrator's award. *Miller v. Johnson & Angelo*, 2002-Ohio-3681, ¶ 2 (10th Dist.) ("The burden of affirmatively demonstrating error on appeal rests with the [appellant]."); *see also* App.R. 16(A).

{¶ 32} Accordingly, based on the foregoing, appellant's second assignment of error is overruled.

D. Third Assignment of Error

{¶ 33} In his third assignment of error, appellant asserts the trial court erred when it failed to set aside the arbitrator's decision that relied exclusively on the arbitrator *sua sponte* raising an affirmative defense. We find this assignment of error meritless.

{¶ 34} As noted above, we have already found the arbitrator properly found that appellant's acceptance of the check, cashing/depositing the check, and even advising Berry he would execute and have notarized the Severability Agreement resulted in an "accord and satisfaction." Regardless that appellees did not formally raise this affirmative defense, the arbitrator acted well within his power to make this finding.

{¶ 35} Moreover, even if the term of "accord and satisfaction" is stripped away, the end result is the same. Appellant's claims fail because he had already been properly bought out by Berry, as contemplated by the Partnership Agreement.

{¶ 36} Accordingly, appellant's third assignment of error is overruled.

E. Fourth Assignment of Error

{¶ 37} In his fourth assignment of error, appellant asserts the trial court erred when it endorsed the arbitrator's decision to proceed with the hearing, rather than postpone it, despite appellees' alleged refusal to produce unredacted versions of crucial documents. We do not agree.

{¶ 38} We find no misconduct by the arbitrator in exercising his discretion to deny appellant's request to continue the arbitration which was not made until the morning of the arbitration. This is particularly so when the arbitrator resolved the request by bifurcating the issues of liability from the claims from damages. The arbitrator rightly found that if there is no liability, the issue of the allegedly problematic documents would become irrelevant as the documents all pertained to appellant's alleged damages.

{¶ 39} Moreover, as we have already discussed, ultimately the arbitrator found there was no liability. Therefore, the refusal to continue the entire hearing so that unredacted documents could be produced became moot in any event.

{¶ 40} Accordingly, appellant's fourth assignment of error is overruled.

IV. Disposition

{¶ 41} Having overruled appellant's four assignments of error, we affirm the judgment of the Franklin County Court of Common Pleas.

Judgment affirmed.

DORRIAN and JAMISON, JJ., concur.