

STATE OF MICHIGAN
COURT OF APPEALS

ARTCO CONTRACTING, INC.,

Plaintiff-Appellant,

v

BARO CONTRACTING CORP., DANIEL
TOLLIS, and DONNA TOLLIS,

Defendants-Appellees.

UNPUBLISHED

January 28, 2000

No. 211376

Oakland Circuit Court

LC No. 96-523225 CK

Before: Cavanagh, P.J., and White and Talbot, JJ.

MEMORANDUM.

Plaintiff appeals as of right from the Oakland Circuit Court's order dismissing this action. We affirm.

The parties stipulated to submit the underlying dispute to arbitration as a counterclaim to a related dispute filed in St. Clair County, and also stipulated that the Oakland Circuit Court would retain jurisdiction to resolve discovery disputes regarding the instant proceeding and the St. Clair Circuit Court would have jurisdiction to enter judgment on any award rendered in the arbitration proceeding. A similar order was entered in the St. Clair case. The St. Clair Circuit Court entered a judgment in accordance with the arbitration award.¹ Defendant Baro subsequently filed a separate motion to confirm in the instant Oakland Circuit Court case. In response, plaintiff asserted that the Oakland court did not have jurisdiction to confirm the award pursuant to the stipulation. Alternatively, plaintiff sought to challenge the award. At oral argument, Baro conceded that the stipulated order contemplated that the St. Clair court would enforce any award, but argued that there was no mechanism to clear the case off the Oakland court's docket. Plaintiff again asserted that the court was without jurisdiction to confirm the award. Baro's attorney then agreed to dismiss the case, which the court did.

On appeal, plaintiff seeks to attack the merits of the arbitration award. Plaintiff does not attack the validity of the stipulation and order submitting the case to arbitration, but argues that the parties could not confer jurisdiction on the St. Clair Circuit Court, and that the arbitration award was contrary to law.

The stipulated order for arbitration did not improperly vest the St. Clair court with jurisdiction. The circuit court has subject matter jurisdiction over motions to confirm arbitration awards, and the parties simply agreed that the single decision in a single arbitration proceeding would be confirmed (or set aside) by the St. Clair court, where the matter was first initiated. A judgment in conformity with the award was, indeed, entered by that court, including a provision dismissing Artco's claims against the Tollises. The stipulation contemplated that proceedings to confirm the entire award would take place in St. Clair. The Oakland court did not err in dismissing the case and in declining to address the merits of the arbitration award.

Affirmed.

/s/ Mark J. Cavanagh

/s/ Helene N. White

/s/ Michael J. Talbot

¹ Plaintiff's claim of appeal from the St. Clair judgment was dismissed by this Court as untimely, without prejudice to filing an application for leave to appeal. An application for leave was never filed in the St. Clair case.