STATE OF MICHIGAN

COURT OF APPEALS

SPARKS AND SOMMERS INSULATION COMPANY, INC., doing business as SPARKS AND SOMMERS HOME IMPROVEMENT CO.,	UNPUBLISHED October 26, 2004
Plaintiff-Appellee,	
v	No. 248265 Macomb Circuit Court
WILLIAM V. WOOLSEY,	LC No. 2002-001337-CB
Defendant-Appellant.	

Before: Griffin, P.J., and Saad and O'Connell, JJ.

MEMORANDUM.

Defendant appeals as of right from an opinion and order denying his motion to vacate an arbitration award and granting plaintiff's motion for entry of judgment. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

An arbitrator determined that defendant had violated the terms of a settlement agreement pertaining to the dissolution of the parties' business by using the word "Sparks" when answering his business telephone. The settlement agreement provided that Charles Sparks would retain, among other things, the corporate name of the business, and that defendant would retain the business telephone number. Further, the agreement provided:

> William V. Woolsey shall be permitted to answer the telephone number in any way he chooses including using the corporate name Sparks & Sommers Insulation Company, Inc., a Michigan corporation, d/b/a Sparks & Sommers Home Improvement Company with the exception that William V. Woolsey shall not use the word "Sparks."

The agreement also provided for arbitration of "any controversy or claim arising out of or relating to" the settlement agreement.

Defendant argues that the provision precluding him from using "the word 'Sparks'" unambiguously allows him to use the word so long as he does not use the word by itself. Regardless of whether we agree with defendant or the arbitrator, we agree with the circuit court's determination that an arbitrator's interpretation of a contract is not subject to judicial review.

Michigan State Employees Ass'n v Dep't of Mental Health, 178 Mich App 581, 584; 444 NW2d 207 (1989).

Defendant further asserts that the arbitrator exceeded his authority by changing the settlement agreement to preclude him from using the corporate name. However, the arbitrator allows defendant to use a variation of the company name in the enhanced voice mail that does not include the word "Sparks," which is consistent with the arbitrator's interpretation of the settlement agreement. To the extent defendant might claim that the settlement agreement was changed by requiring that the telephone be answered by enhanced voice mail instead of personally, we conclude that this was within the arbitrator's authority to decide "any controversy or claim arising out of or relating to" the settlement agreement. See *Gordon Sel-Way, Inc v Spence Bros, Inc*, 438 Mich 488, 498; 475 NW2d 704 (1991).

Affirmed.

/s/ Richard Allen Griffin
/s/ Henry William Saad
/s/ Peter D. O'Connell