

**IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO**

GENERAL POWER PRODUCTS, LLC,	:	APPEAL NO. C-170317
and	:	TRIAL NO. A-1700464
DANIEL LEHR,	:	<i>JUDGMENT ENTRY.</i>
Plaintiffs-Appellees,	:	
vs.	:	
JEFFREY JARVIS,	:	
Defendant-Appellant.	:	

We consider this appeal on the accelerated calendar, and this judgment entry is not an opinion of the court. *See* Rep.Op.R. 3.1; App.R. 11.1(E); 1st Dist. Loc.R. 11.1.1.

This is an appeal from the trial court’s entry of summary judgment in favor of General Power Products, LLC, (“GPP”) and Daniel Lehr confirming an arbitration award. In one assignment of error, Jeffrey Jarvis contends that the trial court’s judgment must be reversed based on three “non-statutory” grounds. We do not reach the merits of Jarvis’s argument because we hold, as the trial court did, that Jarvis’s claims were barred by the statute of limitations set forth in R.C. 2711.13.

Jarvis and Lehr engaged in arbitration based on Jarvis’s allegations that Lehr had fraudulently induced him to invest hundreds of thousands of dollars in GPP. Jarvis contended that Lehr operated GPP in bad faith to Lehr’s benefit and Jarvis’s detriment. Jarvis sought damages and attorney fees. Following a six day hearing, the arbitrator found in favor of Lehr as to all claims. A copy of the arbitrator’s award was delivered to Jarvis on April 6, 2016.

On January 25, 2017, Lehr and GPP moved the trial court to confirm the award. Jarvis counterclaimed. He contended that the award must be vacated because it was arbitrary and capricious, was rendered with a manifest disregard for the law, and that enforcement of the award would be contrary to public policy. Lehr and GPP moved for summary judgment arguing, in pertinent part, that Jarvis's claims were barred by the three month statute of limitations set forth in R.C. 2711.13. That provision states,

After an award in an arbitration proceeding is made, any party to the arbitration may file a motion in the court of common pleas for an order vacating, modifying, or correcting the award as prescribed in sections 2711.10 [vacating an award] and 2711.11 [modification of an award] of the Revised Code.

Notice of a motion to vacate, modify, or correct an award must be served upon the adverse party or his attorney within three months after the award is delivered to the parties in interest, as prescribed by law for service of notice of a motion in an action.

Jarvis received the award on April 6, 2016. It is undisputed that he failed to meet the three month service requirement in R.C. 2711.13. Jarvis contends that because he was seeking to vacate the award based on grounds other than those listed in R.C. 2711.10¹, the three month statute of limitations does not apply. Jarvis's argument fails. The Ohio Supreme Court has held that "the vacation, modification or correction of an award may *only* be made on the grounds listed in R.C. 2711.10 and

¹ The grounds to vacate an award are:

- (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

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2711.11, and then *only* when the application therefor is made by a party within the time allowed under R.C. 2711.13, i.e., three months.” (Emphasis added.) *Warren Edn. Assn. v. Warren City Bd. of Edn.*, 18 Ohio St.3d 170, 173, 480 N.E.2d 456 (1985). Jarvis contends that *Warren Edn. Assn.* is overbroad. He argues that it should not apply to counterclaims to an application to confirm an arbitration award, which has a longer statute of limitations than a motion to modify, correct, or vacate an award. His argument that equitable recoupment principles should trump the finality of the arbitration award is an argument for the Ohio Supreme Court. We are bound by its precedent that clearly favors finality of arbitration awards. We therefore overrule Jarvis’s sole assignment of error.

Accordingly, the trial court’s judgment is affirmed.

A certified copy of this judgment entry is the mandate, which shall be sent to the trial court under App.R. 27. Costs shall be taxed under App.R. 24.

MYERS, P.J., MILLER and DETERS, JJ.

To the clerk:

Enter upon the journal of the court on February 23, 2018
per order of the court _____.

Presiding Judge