

STATE OF MICHIGAN
COURT OF APPEALS

CHI-MING CHOW,

Plaintiff-Appellant,

v

WILLIAM E. ZIEM and KANE YEE,

Defendants-Appellees.

UNPUBLISHED
September 3, 1996

No. 185380
LC No. 94-474776 NM

Before: Corrigan, P.J., and Jansen and M. Warshawsky,* JJ.

PER CURIAM.

Plaintiff appeals by right the order granting summary disposition to defendants under MCR 2.116(C)(7) and (10), and the order awarding sanctions to defendant Yee under MCR 2.625(A)(2) and MCR 2.114(E). We affirm.

Plaintiff successively retained defendants to represent him in a criminal matter. He essentially claimed that defendants charged excessive fees for their services. We disagree and affirm.

I. Claims Regarding Attorney Yee.

Before plaintiff filed the instant suit, plaintiff and defendant Yee entered into an arbitration agreement regarding their fee dispute. The arbitrator determined that no adjustments in the fee were necessary. The trial court found that the arbitration agreement was enforceable and granted defendant Yee's motion to confirm the arbitration award. The trial court then found that plaintiff's claim was barred by the agreement to arbitrate and granted defendant Yee's motion for summary disposition under MCR 2.116(C)(7).

Plaintiff argues that the arbitration agreement did not limit his right to contest the arbitration award and that the agreement does not state what rules apply to the arbitration. We disagree. An arbitration contract clause that provides for entry of judgment upon the award by a circuit court evokes the statutory arbitration provisions. *Gordon Sel-Way, Inc v Spence Brothers, Inc*, 438 Mich 488,

* Circuit judge, sitting on the Court of Appeals by assignment.

495; 475 NW2d 704 (1991); *EE Tripp Excavating Contractor, Inc v Jackson County*, 60 Mich App 221, 236-237; 230 NW2d 556 (1975). Here, the arbitration agreement stated that the arbitration award may be entered as a judgment in a court of competent jurisdiction. Thus, the statutory arbitration provisions are applicable.

MCR 3.602 governs statutory arbitration. *DAIIE v Gavin*, 416 Mich 407, 417; 331 NW2d 418 (1982). The court may either confirm, modify, correct, or vacate the award. *Gordon*, *supra*, at 495. The court may confirm an arbitration award filed with a designated court clerk within one year after the award is rendered. MCR 3.602(I). An application to vacate an arbitration award must be made within twenty-one days after delivery of a copy of the award to the party. MCR 3.602(J)(2). Plaintiff did not seek to vacate the award within twenty-one days after receiving it. Defendant Yee, however, sought confirmation of the award within one year after it was rendered. Therefore, the court did not err in granting defendant Yee's motion to confirm the award and in granting summary disposition in favor of defendant Yee.

Plaintiff also argues that the arbitrator failed to resolve plaintiff's allegation that defendant Yee plagiarized the work of another attorney, presented the work as his own, and charged plaintiff for this work. Plaintiff's argument is devoid of merit. The arbitrator plainly considered this allegation and found that defendant Yee did his own research.

Next, plaintiff argues that the trial court erred in awarding costs and expenses pursuant to MCR 2.625(A)(2) and MCR 2.114(E) in favor of defendant Yee. Plaintiff's contention that error occurred because no case law existed that interpreted the arbitration procedures of the Attorney Grievance Commission lacks merit. Case law establishes that the wording of the arbitration agreement in this case subjected the parties to the rules pertaining to statutory arbitration. *Gordon Sel-Way, Inc*, *supra*, at 495; *EE Tripp Excavating Contractor, Inc*, *supra*, at 236-237.

Plaintiff also argues that the court should have conducted an evidentiary hearing before imposing sanctions. He offers no authority for his claim. This Court will not search for authority to support or reject a party's position. *Hover v Chrysler Corp*, 209 Mich App 314, 319; 530 NW2d 96 (1995). Moreover, plaintiff had a sufficient opportunity to know and to respond to the evidence regarding the imposition of sanctions. *Klco v Dynamic Training Corp*, 192 Mich App 39, 42; 480 NW2d 596 (1991).

Defendant Yee requests that this Court award him costs and attorney fees incurred on appeal as sanctions against plaintiff for bringing a vexatious appeal. Defendant Yee failed to properly raise this claim for relief by way of motion, and we decline to award damages. MCR 7.216(C)(1).

II. Claims Regarding Attorney Ziem.

Next, plaintiff argues that summary disposition under MCR 2.116(C)(10) was improper because he raised genuine issues of material fact regarding the reasonableness of defendant Ziem's fees in relationship to the amount of labor allocated to his work product. Summary disposition of all or part of a claim may be granted under MCR 2.116(C)(10) when, except as to the amount of damages, there

is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. A party opposing a motion for summary disposition under MCR 2.116(C)(10) may not rest upon mere allegations or denials in the pleadings, but must present documentary evidence that sets forth specific facts showing that there is a genuine issue of material fact. *McCart v J Walter Thompson USA, Inc*, 437 Mich 109, 115; 469 NW2d 284 (1991). The trial court properly granted defendant Ziem's motion for summary disposition. Plaintiff failed to present any documentary evidence that set forth specific facts showing that a genuine issue of material fact existed.

Affirmed.

/s/ Maura D. Corrigan

/s/ Kathleen Jansen

/s/ Meyer Warshawsky