

STATE OF MICHIGAN
COURT OF APPEALS

SHARON BURKETT

Plaintiff-Appellee,

v

CARL J. BURKETT,

Defendant-Appellant.

UNPUBLISHED
October 11, 1996

No. 185984
LC No. 92-001734-DO

Before: Reilly, P.J., and Sawyer and W.E. Collette,* JJ.

MEMORANDUM.

Defendant appeals from a judgment of divorce that disposed of the property and assets of the parties. The parties stipulated to binding arbitration of the issue of property settlement, and defendant now challenges on substantive and procedural grounds the arbitration award upon which the judgment of divorce was based. We affirm.

Defendant first takes exception to the division of assets by the arbitrator. Parties who agree to binding arbitration in a divorce proceeding are bound to proceed under MCL 600.5001; MSA 27A.5001 and MCR 3.602. *Dick v Dick*, 210 Mich App 576, 588; 534 NW2d 135 (1995). According to MCR 3.602(J), an arbitration award may not be set aside unless (1) the arbitrator or another is guilty of corruption, fraud, or used other undue means; (2) the arbitrator evidenced partiality, corruption, or misconduct prejudicing a party's rights; (3) the arbitrator exceeded the arbitrator's power; or (4) the arbitrator refused to postpone the hearing on a showing of sufficient cause, refused to hear material evidence, or conducted the hearing to prejudice substantially a party's rights. *Id.*, 210 Mich App 589. This argument challenges the equities of the arbitrator's award rather than alleging any of the irregularities listed in the court rule. We conclude that defendant's argument is without merit.

Next, defendant argues that the arbitrator made procedural errors which "substantially infringed upon and prejudiced" his rights. We disagree. There are no requirements in Michigan relative to the form or necessity of findings of fact in support of an arbitration award, *DAIIE v Ayvazian*, 62 Mich

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

App 94, 102; 233 NW2d 200 (1975), nor is there any requirement that a verbatim record be made of arbitration proceedings. See *DAIIE v Gavin*, 416 Mich 407, 428-429; 331 NW2d 418 (1982).

Because we find no merit in defendant's claims of error with regard to the arbitration award, we conclude that it was not error for the trial court to enter a judgment of divorce incorporating the arbitration award.

Affirmed.

/s/ Maureen Pulte Reilly

/s/ David H. Sawyer

/s/ William E. Collette