STATE OF MICHIGAN

COURT OF APPEALS

MICHAEL MASSON and CHRISTINE MASSON,

Plaintiffs-Appellees,

v

ITALO AMERICAN BUILDING CORPORATION,

Defendant-Appellant,

and

ANTONINO DI FREDERICO,

Defendant.

UNPUBLISHED
August 1, 1997

No. 197917
Oakland Circuit Court
LC No. 93-459977

Before: Doctoroff, P.J., and Mackenzie and Griffin, JJ.

PER CURIAM.

Italo American Building Corporation ("defendant") built a home for plaintiffs which they claimed was defective. Plaintiffs brought suit against defendant, and the parties agreed to enter into binding arbitration. Following an arbitration award in favor of plaintiffs in the amount of $36,324, the trial court entered the judgment. Defendant now appeals as of right. We affirm.

Defendant first argues that the arbitrator exceeded his authority by failing to make specific findings and file them with the clerk of the lower court. MCR 3.602(J)(1)(c) provides that an arbitration award may be vacated if the arbitrator exceeds his powers. An arbitrator exceeds his powers when he acts beyond a material term of the contract from which he primarily draws his authority. *Dohanyos v Detrex Corp (After Remand)*, 217 Mich App 171, 176; 550 NW2d 608 (1996). In this case, the arbitrator obtained his authority from the trial court order submitting this case to binding arbitration. The order stated in pertinent part:

> 2. That the findings and award of the arbitrator, if but one, or the majority of the board, if comprised of more than one arbitrator, shall be filed with the clerk of the court, and a decree confirming such award shall be entered forthwith in the Oakland County Circuit Court . . .
>
> 7. That the arbitrator(s) shall proceed under the terms of the order of the court with all reasonable diligence and issue an award at the earliest expedient time.

Defendant claims that based on the aforementioned provisions, the arbitrator was required to make specific findings of fact and liability in writing and file them with the court clerk. We disagree.

The arbitrator in this case made general findings that defendant was liable to plaintiffs in the amount of $36,324 and that Antonino Di Frederico, an individual defendant, was not liable to plaintiffs for any amount of damage.[1] These findings were set forth in the award and filed with the court clerk. These arbitrator's actions were consistent with the order submitting the case to arbitration, and the trial court held that the findings were sufficient under the order. The language of the order required that the award be issued quickly and the general finding and award be filed with the clerk of the court. The order never specified that specific findings of fact and liability were required.[2] Moreover, we note that in a statutory arbitration such as this one, there is no general requirement that findings be made. In *DAIIE v Gavin*, 416 Mich 407, 428; 331 NW2d 418 (1982), the Supreme Court stated that "there are no formal requirements of procedure and practice beyond those assuring impartiality, and no findings of fact or conclusions of law required" in an arbitration.

Defendant also argues that the arbitrator exceeded his powers by failing to separately address each claim before it. Five claims were arbitrated: breach of contract, negligence, fraud and misrepresentation, violations of the Consumer Protection Act, MCL 445.901 *et seq.;* MSA 19.418(1) *et seq.*, and breach of warranty.[3] Defendant claims that the arbitrator should have explained the award and rendered separate and specific findings and conclusions as to each claim so that defendant could determine why it was held liable and obtain meaningful review. We disagree.

In *Risman v Granader*, 107 Mich App 453, 455-456; 309 NW2d 562 (1981), the plaintiffs argued that the trial court should have vacated the arbitration award because the arbitrators rendered a blanket award rather than making a separate award for each of the specific claims that were presented. This Court stated:

> [W]hile this Court has suggested on prior occasions that arbitrators should address themselves to each claim in a multiple-claim case rather than render a blanket award, it is not necessary for the arbitrators to do so. [*Id.* (citations omitted).]

Here, there was no language in the order that required that a separate determination be made for each claim. Moreover, there is no general requirement that each claim be separately addressed. *Risman, supra*. Therefore, there is no indication that the arbitrator exceeded his authority by issuing a blanket award on all of the claims before it.

Defendant also argues that because there was not a separate determination as to each claim, plaintiffs could conceivably sue defendant again on the same issues. This argument is devoid of logic. The order submitting the case to binding arbitration indicated that all claims from the complaint were to be arbitrated. The claims were, in fact, arbitrated and an award was made.[4] All of the claims that were arbitrated were resolved and the plaintiffs cannot sue defendant over the same issues again.

Defendant also raises two other issues on appeal. The first is that defendant was precluded from determining whether it was entitled to mediation sanctions. This issue is not preserved and will not be addressed by this Court. *Verbison v Auto Club Ins Ass'n*, 201 Mich App 635, 641; 506 NW2d 920 (1994). We note, however, that this argument is frivolous because mediation sanctions are not allowed after an arbitration. See *St George Greek Orthodox Church v Laupmanis Associates, PC,* 204 Mich App 278, 282-283; 514 NW2d 516 (1994). Defendant also complains, for the first time on appeal, that the arbitrator failed to take the oath pursuant to MCR 3.602(E) prior to the arbitration hearing and thus, the award and judgment should be vacated. We decline to address this unpreserved issue, *Verbison, supra*, but note that the claim is unsupported by the record.

As a final matter, we note that we find this appeal to be vexatious and wholly without merit. Defendant raised no issue on which it could have had a reasonable basis for belief that there was a meritorious issue to be determined on appeal. In addition, defendant's brief contained little analysis and failed to provide legal authority for many of its muddled arguments. This Court has gone to great lengths to avoid and reduce the backlog while providing a timely disposition of its docket. However, frivolous appeals such as this divert our judicial resources from the task of expeditiously dispensing justice to worthy litigants. We wish to impress upon the parties our disapproval of this meritless appellate claim. Accordingly, upon our own motion, and pursuant to MCR 7.216(C)(1), we assess sanctions against defendant in the amount of $500.00 to be paid to plaintiffs.

Affirmed. Plaintiffs being the prevailing parties, they may tax costs pursuant to MCR 7.219.

/s/ Martin M. Doctoroff
/s/ Barbara B. MacKenzie
/s/ Richard Allen Griffin

[1] Antonino Di Frederico is not a party to this appeal.

[2] Cf. *North American Steel v Siderius,* 75 Mich App 391, 396; 254 NW2d 899 (1977), where the order of arbitration required that the arbitrator "make specific findings of fact" and specified what those findings of fact had to include.

[3] The parties stipulated that one remaining count, regarding a security deposit from a separate transaction, not be presented to the arbitrator.

[4] With the exception of the claim for the security deposit, all of the claims from the complaint were arbitrated.