

When can I challenge an arbitrator's decision and award?

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Defamation Per Se

***JP v. TH*, 9th Dist. Lorain No. 19CA011469, 2020-Ohio-320.**

In this appeal, the Ninth Appellate District affirmed in part and reversed in part the trial court's decision to deny a directed verdict on a claim for defamation, finding that the alleged defamatory statement was essentially true.

The BulletPoint: Defamation consists of the publication of a false statement made with "some degree of fault" that reflects injuriously upon the subject's reputation, exposes the subject to "public hatred, contempt, ridicule, shame or disgrace," or adversely affects the subject in his or her business, trade, or profession. Stated differently, the elements of a defamation claim are "(1) a false and defamatory statement, (2) about plaintiff, (3) published without privilege to a third party, (4) with fault of at least negligence on the part of the defendant, and (5) that was either defamatory per se or caused special harm to the plaintiff." Defamation per se consists of a false statement that is defamatory on its face, without the need for interpretation or innuendo. Spoken words that falsely accuse the subject of a crime that exposes the accused to infamous punishment are defamation per se.

Challenge to Arbitrator Decision

***City of Columbus v. International Ass'n of Firefighters, Local 67*, 10th Dist. Franklin No. 18AP-486, 2020-Ohio-356.**

In this appeal, the Tenth Appellate District overruled various challenges seeking to overturn an arbitrator's decision and award.

The BulletPoint: Judicial review of arbitration awards is limited in order to encourage the resolution of disputes in arbitration. Notwithstanding this, a court can vacate an arbitrator's award in the following circumstances: (1) the award was procured by fraud, corruption, or undue means, (2) there was evidence of partiality or corruption on the part of the arbitrator, (3) the arbitrator was guilty of some type of misconduct, or (4) the arbitrator exceeded its powers. An arbitrator does not exceed her authority so long as the award "draws its essence" from the underlying contract. Thus, "an arbitrator's award departs from the essence of a [contract] when: (1) the award conflicts with the express terms of the agreement, and/or (2) the award is without rational support or cannot be rationally derived from the terms of the agreement."

CaveatEmptor

***Mobley v. James*, 8th Dist. Cuyahoga No. 108470, 2020-Ohio-380.**

In this case, the Eighth Appellate District affirmed the trial court's decision to award the defendant summary judgment, finding that the concept of "caveat emptor" precluded Plaintiff's fraud claims related to a real estate transaction.

The Bullet Point: As a general rule, Ohio follows the doctrine of caveat emptor in real estate transactions, which precludes a purchaser from recovering for a defect if: "(1) the condition complained of is open to observation or discoverable upon reasonable inspection, (2) the purchaser had the unimpeded opportunity to examine the premises, and (3) there is no fraud on the part of the vendor." "The doctrine of caveat emptor is designed to finalize real estate transactions by preventing disappointed real estate buyers from litigating every imperfection existing in residential property." However, a seller may still be liable to a buyer if the seller fails to disclose known latent conditions.

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