

IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO
CIVIL DIVISION

[REDACTED]	:	
Plaintiff,	:	CASE NO. 17 CV 9511
VS.	:	[REDACTED]
[REDACTED]	:	[REDACTED]
Defendant.	:	

ENTRY ADOPTING MAGISTRATE'S DECISION

AND

FINAL JUDGMENT ENTRY

[REDACTED]

This matter came before the Magistrate for an evidentiary hearing on Plaintiff's Motion to Confirm Arbitration Award Against Defendant, filed ([REDACTED]). Both parties appeared at the hearing *pro se* and presented evidence. On [REDACTED] the Magistrate rendered a decision on the hearing.

Upon consideration of the evidence and testimony presented, the Magistrate made the following relevant findings of fact:

- In October 2016, Plaintiff hired Defendant to install a roof and deck at Plaintiff's residence through [REDACTED] (Magistrate's Decision at Finding of Fact No. 2.)
- In 2017, a dispute arose between Plaintiff and Defendant about whether Defendant breached the parties' contract by failing to use good workmanship in performing work on Plaintiff's residence. (*Id.* at F.F. No. 4.)
- Thumbtack.com offered to pay for binding arbitration to resolve the dispute between the parties. (*Id.* at F.F. No. 5.)

- The parties accepted [REDACTED]'s offer to arbitrate using an online alternative dispute resolution company called "FairClaims." (*Id.*)
- On July 19, 2017, the parties signed a contract to arbitrate entitled: "FairClaims Post-Dispute Arbitration Agreement." (*Id.* at F.F. No. 6.)
- Pursuant to the terms of the FairClaims Post-Dispute Arbitration Agreement, the parties waived their rights litigate their dispute at trial and acknowledged the arbitrator's decision as binding and competent. (*Id.*)
- [REDACTED] California served as the arbitrator in the dispute between the parties. (*Id.* at F.F. No. 7.)
- An online video arbitration was held on August 4, 2017 over the parties' dispute. (*Id.* at F.F. No. 9.)
- The parties were given an opportunity to present evidence and testify before the arbitrator. (*Id.*)
- On August 11, 2017, the arbitrator issued a written decision entitled a "Final Award" in favor of Plaintiff. (*Id.* at F.F. No. 10.)
- The arbitrator determined Defendant breached the contract with Plaintiff and damaged Plaintiff in the amount of \$[REDACTED] (*Id.*)
- Pursuant to the terms of the arbitration agreement, the arbitrator ordered Defendant to pay [REDACTED] to Plaintiff. (*Id.*)
- Plaintiff commenced the instant litigation on October 23, 2017 to confirm the arbitration award. (*Id.* at F.F. No. 12.)
- As of the date of the evidentiary hearing (i.e. October 2, 2017), Defendant did not pay any portion of the arbitration award to Plaintiff. (*Id.* at F.F. No. 11.)

The Magistrate determined the request to confirm the arbitration award was timely, and that Plaintiff was entitled to an order confirming the award under Ohio Revised Code 2711.09 unless any exemption under RC. 2711.10 or 2711.11 applied. (*Id.* at Conclusions of Law No. 1-

2.) Based upon her review of the evidence and facts, the Magistrate found there was no credible evidence demonstrating any exemption under RC. 2711.10 or 2711.11 applied. (*Id.* at C.Law No. 3-6.) Accordingly, the Magistrate concluded Plaintiff is entitled to an order confirming the arbitration award, and a judgment entry on the award against Defendant Defendants in the principal amount of [REDACTED] (*Id.* at C.Law No. 7.)

The time for filing objections to the Magistrate's Decision has passed. To date, no objections have been filed. Upon review of the February 21, 2018 decision and consideration of Civil Rule 53, the Court hereby **ADOPTS** the Magistrate's decision as its own and confirms the "Final Award" issued by [REDACTED] on August 11, 2017, pursuant to the parties' July 19, 2017 agreement to arbitrate the contract dispute regarding Defendant's work on Plaintiff's residence.

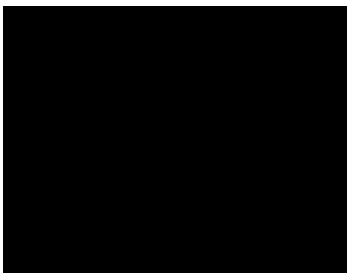
It is therefore, ORDERED, ADJUDGED, AND DECREED that Plaintiff [REDACTED] is entitled to a judgment against Defendant [REDACTED] in the principal amount of \$ [REDACTED]

This is a final appealable order. There is no just cause for delay.

SO ORDERED.

Copies to:

All Parties (Electronically)



Franklin County Court of Common Pleas

Date: 03-28-2018

Case Title: [REDACTED] -VS- [REDACTED]

Case Number: 17CV009511

Type: DECISION/ENTRY

It Is So Ordered.

[REDACTED]

The seal of the Franklin County Court of Common Pleas is visible behind the redacted signature. It is a circular seal with the text "FRANKLIN COUNTY OHIO" around the perimeter and "COMMON PLEAS" at the top. In the center, there is a smaller circle with the text "ALL THINGS ARE POSSIBLE" and "WITH GOD".

/s/ Judge S [REDACTED]

Court Disposition

Case Number: 17CV009511

Case Style: § [REDACTED] -VS- [REDACTED]

Case Terminated: 18 - Other Terminations

Final Appealable Order: Yes

Motion Tie Off Information:

1. Motion CMS Document Id: 17CV0095112017-10-2399920000

Document Title: 10-23-2017-MOTION - PLAINTIFF: [REDACTED]
[REDACTED]

Disposition: MOTION GRANTED

