

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

SAAD JAMOUA,

Plaintiff,

v.

Case No: 2012-127502-NH

Hon. Wendy Potts

HENRY FORD HOSPITAL, et al,

Defendants.

OPINION AND ORDER RE: PLAINTIFF'S MOTION TO REOPEN CASE, CONFIRM
ARBITRATION AWARD, EXECUTE THE RELEASE, ENTER A JUDGMENT, AND
COMPEL PAYMENT ON AWARD

At a session of Court
Held in Pontiac, Michigan

On
MAR 19 2015

Plaintiff Saad Jamoua moves the Court to confirm a December 23, 2014 arbitration award of \$200,000 in his favor and against Defendants Henry Ford Hospital and the Henry Ford Health System. MCR 3.602(I) gives the Court three options in reviewing an arbitration award: (1) confirm, (2) vacate, or (3) correct or modify the award. *Gordon Sel-Way, Inc v Spence Bros, Inc*, 438 Mich 488, 495 (1991). If there are no grounds for vacating or modifying an award, the Court must confirm it. MCR 3.602(J)(4). Defendants are not opposing the motion. Therefore, the Court confirms the award and enters judgment for Plaintiff Jamoua and against Defendants Henry Ford Hospital and the Henry Ford Health System in the amount of \$200,000.

The only issue in the case is whether Jamoua must sign a release in order to receive the arbitration award. Although Jamoua claims that he never agreed to sign a release, the August

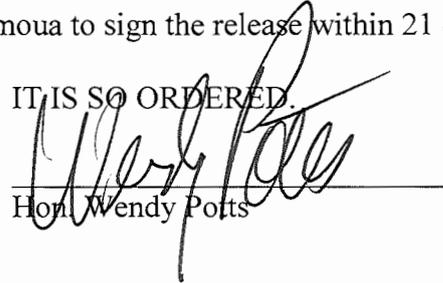
2014 arbitration agreement, signed by Jamoua's counsel, says that "plaintiff agrees to execute a General Release of all Claims consistent with the terms of this Agreement and the arbitration award." Because Jamoua is bound by his counsel's signature on the agreement, *Nelson v Consumers Power Co*, 198 Mich App 82, 89-90 (1993), he cannot oppose the requirement of signing a release on the ground that he did not sign the arbitration agreement. Thus, Jamoua agreed to release Defendants and must sign a release.

Jamoua also asserts that Defendants' proposed release requires him to pay medical expenses. Although Jamoua's argument is less than clear, he appears to be referring to language in the release that requires him to pay or settle the liens of HAP and Blue Advantage. However, Jamoua agreed in the arbitration agreement that he was responsible for satisfying those liens. The terms of the release do not impose any requirement on Jamoua regarding the liens that he did not already agree to in the arbitration agreement. Further, the Court reviewed the proposed release and finds nothing unreasonable or improper.

For all of these reasons, the Court orders Jamoua to sign the release within 21 days.

Dated: **MAR 19 2015**

IT IS SO ORDERED.


Hon. Wendy Potts