IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

Ted Adams,

Plaintiff

v.

Chrysler LLC FCA,

Defendant

Case No. 3:15CV1044

ORDER

This is an employment-discrimination case under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e(a)(1).

The *pro se* plaintiff, Ted Adams, is a former employee for the defendant, Chrysler LLC FCA (Chrysler). He seeks reversal of an arbitrator's award upholding his termination from Chrysler.

Pending is Chrysler's motion for summary judgment and to confirm the arbitration award. (Doc. 12). For the reasons that follow, I grant the motion.

Background

In February and April, 2013, Adams complained to his human resources representative "about racial discrimination." (Doc. 1 at 2). Shortly thereafter, Chrysler placed Adams on a performance improvement plan (PIP). It ultimately fired him on January 27, 2014.

Adams believed that Chrysler took these adverse employment actions "because of [his] race (Black) and in Retaliation for participating in a protected activity." *Id*. To resolve the issue, Adams initiated arbitration through Chrysler's Employment Dispute Resolution Process (EDRP).

(Doc. 13-1 at 2). The EDRP provides that "[t]he [a]rbitrator's award will be enforceable in a federal district court." (Doc 13-1 at 7).

During the arbitration proceeding, Adams participated in discovery, testified, and called witnesses on his behalf. (Doc. 13-2 at 1-2). On January 29, 2015, the arbitrator denied Adams's claims of discrimination and retaliation.

Adams filed a complaint in the Lucas County Common Pleas Court, seeking relief from the decision. The court upheld the award. He then filed a complaint in this court seeking to vacate the arbitrator's award, and Chrysler filed a counter-claim to confirm the award. (Doc. 12).

Discussion

A. Arbitration Award

The Federal Arbitration Act (FAA) provides that a court must confirm an arbitration award "unless the award is vacated, modified or corrected as prescribed in . . . this title." 9 U.S.C. § 9.

"The FAA expresses a presumption that arbitration awards will be confirmed." *Andersons, Inc. v. Horton Farms, Inc.*, 166 F.3d 308, 328 (6th Cir. 1998). "Courts play only a limited role in reviewing arbitration decisions, and are not permitted to consider the merits of an arbitration award even if the parties allege that the award rests on errors of fact or misinterpretation of the contract." *Id.* (internal quotation marks omitted).

The FAA states that a federal court may vacate an award: 1) "where the award was procured by corruption, fraud, or undue means"; 2) "when there was evident partiality or corruption in the arbitrators, or either of them"; 3) "where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which

the rights of any party have been prejudiced"; and 4) "where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made." 9 U.S.C. § 10(a)(1)-(4).

Adams alleges that valid grounds exist to vacate the arbitration award. First, he contends he undertook only limited discovery and was unable to call relevant witnesses. (Doc. 14 at 5). Second, he alleges the arbitrator was partial toward Chrysler. (*Id*).

Chrysler argues that Adams's claims are conclusory and lack a factual basis. Chrysler argues that Adams provides no evidence to show that the arbitrator limited his rights to call witnesses or participate in discovery. In fact, Chrysler has introduced evidence showing that, during the discovery phase of arbitration, Adams served Chrysler twenty-three requests for documents, ten interrogatories, and one request for admission. (Doc 13-2 at 1). Moreover, Adams scheduled two depositions for witnesses, but canceled both for unexplained reasons. *Id.*

Chrysler also contends that the arbitrator's ruling does not demonstrate any sort of bias.

When determining whether an arbitrator was partial or demonstrated bias, the "evidently partial" test applies. *Andersons*, *supra*, 166 F.3d at 325. "Under that test, evident partiality will be found where a reasonable person would have to conclude that an arbitrator was partial to one party to the arbitration." *Id.* (internal quotation marks omitted).

I conclude Chrysler is entitled to confirmation of the arbitration award. As the FAA requires, I presume that I should confirm the award. Moreover, Adams has introduced no evidence tending to support his claim that the arbitrator denied him a fair hearing. Finally, Adams offers no "specific facts that indicate improper motives on the part of the arbitrator." *Id.* (internal quotation marks omitted).

B. Summary Judgment

Summary judgment is appropriate under Fed. R. Civ. P. 56 where the opposing party fails to show the existence of an essential element for which that party bears the burden of proof. *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986). The movant must initially show the absence of a genuine issue of material fact. *Id.* at 323.

Once the movant meets that initial burden, the "burden shifts to the nonmoving party [to] set forth specific facts showing there is a genuine issue for trial." *Anderson v. Liberty Lobby, Inc*., 477 U.S. 242, 250 (1986). Rule 56 "requires the nonmoving party to go beyond the [unverified] pleadings" and submit admissible evidence supporting its position. *Celotex, supra*, 477 U.S. at 324. I accept the non-movant's evidence as true and construe all evidence in its favor. *Eastman Kodak Co. v. Image Tech. Servs., Inc*., 504 U.S. 451, 456 (1992).

Chrysler argues that summary judgment is appropriate on the basis of collateral estoppel or issue preclusion.

"Issue preclusion should only be applied where the identical issue sought to be relitigated was actually determined and necessarily decided in a prior proceeding in which the litigant against whom the doctrine is asserted had a full and fair opportunity to litigate the issue." *N.L.R.B. v. Master Slack and/or Master Trousers Corp.*, 773 F.2d 77, 81 (6th Cir. 1985).

For issue preclusion to apply here, Chrysler must prove four elements: 1) "the party against whom estoppel is sought was a party or in privity with a party to the prior action"; 2) "there was a final judgment on the merits in the previous case after a full and fair opportunity to litigate the issue"; 3) "the issue was admitted or actually tried and decided and [was] necessary to the final judgment"; and 4) "the issue [wa]s identical to the issue involved in the prior suit." *Wolford v. Chekhriy*, 2015-Ohio-3085, ¶29 (Ohio App.) (internal quotation marks omitted).

Chrysler is entitled to summary judgment on the basis of issue preclusion. It is undisputed that: 1) Adams was a party to the prior arbitration; 2) the arbitrator issued a "final and binding" decision (Doc. 13-1 at 8); 3) the arbitrator's decision resolved Adams's claims that Chrysler put him on a PIP and fired him because of his race (Doc 13-2 at 17); and 4) the claims Adams raised in arbitration are identical to the claims he raises in this court.

Accordingly, there is no genuine dispute of material fact that collateral estoppel bars Adams from relitigating his discrimination and retaliation claims here.

Conclusion

It is, therefore,

ORDERED THAT: Chrysler's motion for summary judgment and to confirm the arbitration award (Doc. 12) be, and the same hereby is, granted.

So ordered.

/s/ James G. Carr
Sr. U.S. District Judge