2017 IL App (1st) 163196-U
No. 1-16-3196
December 26, 2017

SECOND DIVISION

IN THE

APPELLATE COURT OF ILLINOIS

FIRST DISTRICT

WILLIAM METROPULOS and SUZANNE METROPULOS, Petitioners-Appellants, v. FW ASSOCIATES, LLC, SMART BAR USA, LLC, FW INTERNATIONAL, LLC, SMART BAR INTERNATIONAL, LLC, BARRY FIELDMAN, JUANITA WASSERMAN, TIM KNECHT, KEVIN NEVALA, and TOM RECINE, Respondents-Appellees.	)	Appeal from the Circuit Court Of Cook County. Nos. 15 CH 10108 The Honorable Thomas Allen, Judge Presiding.

PRESIDING JUSTICE NEVILLE delivered the judgment of the court.
Justices Hyman and Mason concurred in the judgment.

ORDER

¶ 1 *Held*: We review *de novo* the arbitrator's determination of the arbitrability of issues. The arbitrator did not exceed his authority when he resolved an issue the parties agreed to arbitrate by awarding a form of relief not requested by the parties. Alleged errors of law, which do not amount to gross errors apparent on the face of the award, do not give this court grounds to disturb the arbitrator's award. The circuit court correctly awarded attorney fees to appellees, the prevailing parties.

¶ 2 William Metropoulos (William) and FW Associates, LLC (FWA), agreed to arbitrate a dispute over the operation of a corporation they both owned, Smart Bar USA, LLC (SB USA). The arbitrator entered a final award ordering William to make payments to SB USA and FWA, and dissociating William from SB USA. The circuit court confirmed the award and added an award of attorney fees to FWA. In this appeal, William contends that the arbitrator exceeded his authority and made numerous legal errors. We find that the arbitrator did not decide any issue the parties did not agree to arbitrate, and he committed no gross errors of judgment apparent on the face of the award. Therefore, we affirm the circuit court's order confirming the arbitrator's award. We also uphold the award of attorney fees to FWA as the prevailing party. We remand for an award of fees for this appeal.

¶ 3 BACKGROUND

¶ 4 In 2012, William persuaded Barry Fieldman and Juanita Wasserman to invest $3 million in an invention William sought to market. For purposes of the investment, William created two entities, SB USA and Smart Bar International (SBI). SB USA would market the invention domestically and in Canada, while SBI would market the invention in other countries. Fieldman and Wasserman created two entities, FWA and FW International, LLC (FWI), to invest in SB USA and SBI, respectively. In the operating agreements for SB USA and SBI, the parties agreed that "[e]xcept as otherwise provided herein, any controversy or claim arising out of or relating to this Agreement or any alleged breach of Agreement shall be settled by arbitration in Chicago, Illinois, in accordance with the rules of the American Arbitration Association then in force, except that a written opinion of the arbitrators must be delivered to the parties notwithstanding any rules to the contrary."

¶ 5 The parties soon found themselves in conflict. In December 2013, SB USA filed a complaint against FWA, Fieldman and Wasserman, in an Illinois court. SB USA asked the court to remove FWA from membership in SB USA, and SB USA sought an order to prevent Fieldman and Wasserman from demonstrating the invention without requiring the observers to sign a nondisclosure agreement. Also in December 2013, William filed suit against the same three defendants, in a lawsuit which was removed to federal court. William claimed that the three defendants committed fraud and tortiously interfered with SB USA's sales.

¶ 6 In March 2014, Fieldman, Wasserman, FWA and FWI (collectively, Claimants) filed a demand for arbitration. Claimants sought resolution of both lawsuits, and they claimed that William and some other members of SB USA breached the operating agreements of SB USA and SBI, and breached their fiduciary duties to Claimants. Claimants alleged that "[t]he economic purpose of the Company has been and will continue to be unreasonably frustrated" because William "has engaged in conduct relating to the company's business that makes it not reasonably practicable to carry on the company's business with [William]."

¶ 7 William did not oppose arbitration. He filed a counterclaim, asking the arbitrator to find that Claimants committed fraud and breached the operating agreements and their fiduciary duties to William, SB USA and SBI. William specifically alleged that "Claimants have engaged in conduct relating to the company's business that makes it not reasonably practicable to carry on the business with [them]."

¶ 8 The parties asked the arbitrator to award relief under the Limited Liability Company Act (805 ILCS 180/1-1 *et seq.* (West 2016)). Claimants asked the arbitrator to dissolve both SB USA and SBI, and to retain jurisdiction during the dissolution process. William asked the

arbitrator to dissociate Claimants from SB USA and SBI. All parties sought an award of attorney fees, as permitted by the operating agreement. William and SB USA agreed to orders staying proceedings on both of their complaints against the Claimants pending arbitration.

¶ 9 The parties presented testimony at arbitration hearings held in November 2014. On December 2, 2014, the arbitrator sent to the parties a document he titled, "Interim Award." In the document, he denied all of the claims presented by William and SB USA. He found that the Claimants had presented sufficient evidence to show grounds for dissolving SB USA and SBI. The arbitrator said:

> "My conclusion is that the parties should try to wind up [SB USA and SBI] on their own. To aid the winding up process and prevent undue interference with it, Mr. Metropulos is hereby disassociated from [SB USA and SBI] ***.
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> * * *
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> *** [The Claimants have] proven that Mr. Metropulos is guilty of a gross[] derelict[ion] of duties that has caused material and irreversible harm to the Smart Bar Entities. ***
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> * * *
>
> After reviewing the Complaints in the State Court Action and the Federal Action, as well as having reviewed all the pleadings and legal memoranda in this case and considered the evidence and the arguments of counsel, it is my ruling that this arbitration has disposed of all of the claims in the State Court Action and the Federal Action.

INTERIM AWARD

For the foregoing reasons, I find in favor of Claimants and against Respondents on all of Respondents' counterclaims and any other affirmative claims. Accordingly, all of Respondents' counterclaims are hereby dismissed with prejudice.

For the foregoing reasons, I find in favor of Claimants and against Respondents on the following claims and make the following Interim Award:

1. [SBI and SB USA] are hereby dissolved and directed to wind up their affairs unless they can take advantage of the other possibilities provided under Illinois law;

2. William Metropulos is hereby disassociated from [SB USA and SBI] and removed as a manager from each company ***.

***

All of the claims asserted in the State Court Action and the Federal Action have been resolved through this arbitration, and the parties are directed to so inform the respective courts and seek to have both lawsuits dismissed with prejudice.

***

This Award fully resolves all claims and counterclaims submitted to date in this arbitration and any and all claims and counterclaims not granted herein are hereby denied.

> The prior sentence and anything herein to the contrary notwithstanding, I heard no evidence or argument and made no rulings as to any loans that William or Suzanne Metropulos may have made or caused to be made to either of the Smart Bar Entities and any claims, defenses or requests for relief relating to any such loans are preserved.
>
> In addition, I retain jurisdiction to hear any future claims that may arise during the dissolution and winding up process or that otherwise fall within the provisions of the Operating Agreements."

¶ 10 On December 9, 2014, the Claimants filed a petition in the circuit court for confirmation of the interim award. In his answer, William asked the court to "declare the arbitration concluded, that the designation as an 'interim' award is a misnomer, and that any retained jurisdiction by the arbitrator is improper and void." William also filed a counterpetition for enforcement of the arbitrator's award of dissolution, and correction of the award to set aside the provision for disassociating William from SB USA and SBI.

¶ 11 On February 2, 2015, Claimants filed a motion to stay proceedings in court pending the arbitrator's issuance of a final award. William responded that the arbitrator had already entered a final award, and lacked authority to retain continuing jurisdiction.

¶ 12 In an order dated March 4, 2015, the circuit court denied all pending motions and dismissed the petition and counterpetition because the arbitrator had not entered a final arbitration award. William appealed. In an order dated December 29, 2015, the appellate court held that "the arbitrator entered an interim award, not a final award." *FW Associates, LLC v. Metropoulos*, 2015 IL App (1st) 150566-U, ¶ 17. The court added, "We agree with

the Claimants that they have prevailed in this appeal." *FW Associates*, 2015 IL App (1st) 150566-U, ¶ 20.

¶ 13 The members of SB USA and SBI other than William decided to "take advantage of the other possibilities provided under Illinois law," as permitted by the interim award. All of the members other than William signed a resolution waiving their rights to dissolve SB USA and SBI.

¶ 14 On April 6, 2015, the arbitrator entered a final award. He said:

> "[T]he parties, minus Mr. Metropoulos whom the Interim Award disassociated from the LLCs and removed from management of them, held an election, elected new directors, and reached an agreement for moving forward with the business. I see no reason to interfere with this positive development.
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> * * *
>
> 1. William Metropoulos is hereby disassociated from [SB USA and SBI] and removed as a manager from each company;
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> 2. Claimants are awarded the sum of $199,037.14 from and against [SB USA] as indemnity for the legal fees and expenses they incurred in the State Court Action and the Federal Action;
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> 3. [SB USA] is awarded the sum of $100,627.34 from and against William Metropoulos as indemnity for Brown Udell's invoices totaling approximately $150,627.34 for legal services rendered in the State Court Action; and

4. Claimants are awarded the sum of $250,000 from William Metropoulos to reimburse them for their legal fees and expenses in this arbitration; and

5. In lieu of dissolution, and in light of the subsequent elections and other actions reported by the parties, [SB USA and SBI] are to continue in operation."

¶ 15 Claimants filed in the circuit court a motion to confirm the award, and William filed a motion to confirm part of the interim award, where the arbitrator said, "[SBI and SB USA] are hereby dissolved." William asked the court to vacate the final award, and his wife, Suzanne Metropoulos, formerly a manager of SB USA, joined the petition. The circuit court confirmed the final arbitration award and denied William and Suzanne's motion for dissolution. The court awarded FWA and FWI $51,324.75 for attorney fees and $1,616.44 for costs incurred for the appeal in *FW Associates*, 2015 IL App (1st) 150566-U. The court added that Claimants had prevailed over William in the arbitration, and the court awarded Claimants $80,147.70 in attorney fees and $573.95 for costs. William and Suzanne now appeal.

¶ 16 ANALYSIS

¶ 17 Because the circuit court heard no testimony, we review *de novo* the order confirming the arbitrator's award. *In re Marriage of Haleas*, 2017 IL App (2d) 160799, ¶ 21. We must confirm the arbitration award unless the party challenging the award established one of the statutory grounds for vacating the award. *Haleas*, 2017 IL App (2d) 160799, ¶ 20; 710 ILCS 5/12(a) (West 2016). William and Suzanne argue only that the arbitrator exceeded his authority. See 710 ILCS 5/12(a)(3) (West 2016).

¶ 18 Scope of Arbitration

¶ 19 William and Suzanne contend that the arbitrator decided issues that the parties had not agreed to arbitrate. The parties disagree about the standard of review applicable to the arbitrator's finding concerning which issues the parties agreed to submit to arbitration. Our supreme court, in *Salsitz v. Kreis*, 198 Ill. 2d 1 (2001), held that the standard of review for a finding of arbitrability depended on whether the parties agreed to submit the issue of arbitrability to arbitration. If the parties agreed to have the arbitrator decide whether the contract made certain issues arbitrable, "the circuit court should review the question of arbitrability deferentially, that is, the court's standard for reviewing the arbitrator's decision on arbitrability should be the same standard courts apply when they review any other matter that the parties have agreed to arbitrate." *Salsitz*, 198 Ill. 2d at 14. If the parties have no such agreement, "the circuit court must review the arbitrator's decision *de novo*." *Salsitz*, 198 Ill. 2d at 13. " 'Courts should not assume that the parties agreed to arbitrate arbitrability unless there is "clea[r] and unmistakabl[e]" evidence that they did so.' " *Salsitz*, 198 Ill. 2d at 15, *quoting First Options of Chicago v. Kaplan*, 514 U.S. 938, 944 (1995).

¶ 20 We look to the arbitration clause of the operating agreement to determine whether the parties agreed to have the arbitrator decide questions of arbitrability. The agreement says, "Except as otherwise provided herein, any controversy or claim arising out of or relating to this Agreement or any alleged breach of Agreement shall be settled by arbitration." The contract uses very broad language, but makes no explicit reference to who decides issues of arbitrability. Our supreme court, interpreting a similarly broad arbitration clause, said, "The arbitration agreement in this case is, at best, silent on the question of who should decide questions of arbitrability. Under the clear mandate of *First Options*, we must therefore hold

that the arbitrability question presented in this case is to be independently decided by the courts." *Roubik v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 181 Ill. 2d 373, 386 (1998). Following *Roubik*, we find that the parties did not clearly agree to submit the question of arbitrability to arbitration. We review *de novo* the arbitrator's findings concerning the arbitrability of issues. However, for our review we also heed the *Salsitz* court's imprecation that "wherever possible, the courts construe arbitration awards so as to uphold their validity." *Salsitz*, 198 Ill. 2d at 13. "Further, there is a presumption that the arbitrator did not exceed [his] authority." *Rauh v. Rockford Products Corp.*, 143 Ill. 2d 377, 386 (1991).

¶ 21 William and Suzanne contend that the parties did not agree to submit to the arbitrator the issue of whether to dissociate William from SB USA and SBI. But the parties expressly asked the arbitrator to decide their claims for breach of contract and breach of fiduciary duty. Both parties said they could no longer work together. William asked the arbitrator to exercise his authority to dissociate FWA from SB USA.

¶ 22 We find that the arbitrator decided only the issues the parties agreed to arbitrate. He ordered a form of relief the parties did not specifically request. *Harper Insurance Ltd. v. Century Indemnity Co.*, 819 F. Supp. 2d 270 (S.D.N.Y. 2011), provides useful guidance. The *Harper* court said:

> "Petitioners conflate the question of whether an issue was presented to the arbitrators with the question of whether a potential remedy was presented to the arbitrators. It is indisputable that arbitrators have no authority to rule on an issue not submitted to them. However, there is no parallel *per se* rule that it is beyond

> the authority of the arbitrators to issue a remedy directed to an issue squarely before them unless it was requested by one of the parties ***.
>
> [One petitioner] essentially asks us to create such a rule and find that the arbitrators necessarily exceeded the scope of their authority by fashioning relief not specifically requested, even though the relief was ordered to remedy an issue they concede was submitted to the Panel. Such a holding is fundamentally at odds with the role of the courts in reviewing arbitration awards.
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> *** Having agreed that the arbitrators should resolve disputes in such a manner, petitioners cannot now complain that the arbitrators granted relief that was not specifically requested by either party." (Emphasis omitted.) *Harper*, 819 F. Supp. 2d at 277-78.

¶ 23 We find that the arbitration clause of the operating agreement authorized the arbitrator to decide all issues of breach of contract and breach of fiduciary duties, and how best to resolve the disputes over operation of the corporations. "An award is sufficiently authorized by an arbitration agreement if authority for the award 'can in some rational manner be derived from the agreement, "viewed in the light of its language, its context, and any other indicia of the parties' intention." ' " *Vascular & General Surgical Associates, Ltd. v. Loiterman*, 234 Ill. App. 3d 1, 8 (1992) *quoting Amoco Oil Co. v. Oil, Chemical & Atomic Workers International Union, Local 7-1, Inc.*, 548 F.2d 1288, 1294 (7th Cir. 1977), *quoting Ludwig Honold Manufacturing Co. v. Fletcher*, 405 F.2d 1123, 1128 (3d Cir. 1969). "Where a controversy is submitted to arbitration, the arbitrator may make an award that will fully settle the controversy." *Loiterman*, 234 Ill. App. 3d at 8. The arbitrator entered an award that resolved

the issues the parties agreed to arbitrate. The arbitrator did not misconstrue the scope of the issues before him when he decided to dissociate William from SB USA and SBI.

¶ 24 Award

¶ 25 William and Suzanne raise several further challenges to the arbitrator's award. For these challenges, we apply the exceptional deference usually accorded to arbitral awards:

> "Judicial review of an arbitration award is more limited than the review of a trial court's decision. [Citation.] Because the parties have agreed to have their dispute settled by an arbitrator, it is the arbitrator's view that the parties have agreed to accept, and the court should not overrule an award simply because its interpretation differs from that of the arbitrator. *** A court has no power to determine the merits of the award simply because it strongly disagrees with the arbitrator's contract interpretation. [Citation.] Also, a court cannot overturn an award on the ground that it is illogical or inconsistent. [Citation.] In fact, an arbitrator's award will not even be set aside because of errors in judgment or a mistake of law or fact." *Galasso v. KNS Companies, Inc.*, 364 Ill. App. 3d 124, 130 (2006).

¶ 26 First, William and Suzanne argue that the arbitrator erred by entering a final award after filing a written interim award, because the operating agreement demands "a written opinion of the arbitrators." William and Suzanne argue that in this provision the operating agreement barred the arbitrator from issuing more than one written ruling (thus barring a written interim award). At most, the argument presents an issue of contract interpretation, and the alleged error does not reach the threshold for the courts to intrude on the arbitrator's interpretation.

"[G]ross errors of judgment in law or a gross mistake of fact will not serve to vitiate an award unless these mistakes or errors are apparent upon the face of the award." *Garver v. Ferguson*, 76 Ill. 2d 1, 10-11 (1979). We note that the operating agreement supports the arbitrator's interpretation that he could issue a written interim award without losing jurisdiction to issue later a written final award, as the agreement says, as a general principle of construction, "the singular shall include the plural and vice versa."

¶ 27 Next, William and Suzanne argue again that the interim award actually served as a final award. This court already held that the arbitrator entered an interim award and retained jurisdiction to enter later a final award. *FW Associates*, 2015 IL App (1st) 150566-U, ¶ 17. *Res judicata* bars relitigation of the finality of the interim award. *Peregrine Financial Group, Inc. v. Ambuehl*, 309 Ill. App. 3d 101, 109 (1999).

¶ 28 William and Suzanne argue that the arbitrator issued the award too late. American Arbitration Association rules, adopted in the operating agreement, require the arbitrator to issue the award within 30 days of the closing of the hearing. See *Goble v. Central Security Mutual Insurance Co.*, 125 Ill. App. 2d 298, 303 (1970). The arbitrator here did not enter his final award within 30 days of the end of testimony. The Uniform Arbitration Act provides that "[a] party waives the objection that an award was not made within the time required unless he notifies the arbitrators of his objection prior to the delivery of the award to him." 710 ILCS 5/8(b) (West 2016). William and Suzanne never raised the issue of the 30 day limit before the arbitrator. Therefore, they waived the issue. See *Goble*, 125 Ill. App. 2d at 303-04.

¶ 29 William and Suzanne argue in the alternative that the arbitrator entered a final award not on December 2, 2014, the date of the interim award, and not on April 6, 2015, the date of the final award, but on January 23, 2015, when the arbitrator entered a written "Ruling on Claimants' Motion Regarding the Procedures for Dissolution" of SB USA and SBI. In the January 23 order, the arbitrator noted that William continued to maintain that the arbitrator's jurisdiction ended when he issued the interim award. The arbitrator said:

> "At no time did I close the record for this arbitration. *** Accordingly, I still have jurisdiction to decide the parties' disputes.
>
> ***
>
> At the time the Partial Award was issued, given the poor state the businesses were in and their lack of funds, I did not expect the parties to want to continue operations. Nonetheless, that and all other possibilities were left open ***.
>
> *** Mr. Metropoulos was disassociated from the businesses because he had violated his contractual and other duties and had undertaken many actions that were destroying the business.
>
> My suggestion, at this point, is that an election of managers be held. The new managers can then decide the best course of action. Mr. Metropoulos will not be entitled to vote in the election. ***
>
> Apart from this and at this time, the Motion is denied without prejudice."

¶ 30 The ruling did not purport to finally resolve all the issues before the arbitrator. The January 23 ruling is not a final award, and the arbitrator retained jurisdiction to resolve the dispute.

¶ 31 Next, William and Suzanne argue that Claimants impermissibly changed their position during arbitration proceedings. In their initial application for arbitration, Claimants requested dissolution of SB USA and SBI, but later they accepted the arbitrator's award of a different form of relief for William's proven misconduct. William and Suzanne invoke the legal doctrine of "mend the hold" as grounds to reject Claimants' change of position. The claim amounts to at most an assertion of a legal error that does not amount to a gross error of law apparent on the face of the award. Accordingly, the argument does not state a basis for disturbing the award. See *Garver*, 76 Ill. 2d at 10-11.

¶ 32 William and Suzanne contend that the law forbids the arbitrator from considering the members' agreement to continue operating SB USA and SBI, because the members did not sign the resolution for continuing operations until several weeks after the end of testimony in the arbitration hearing. The members' agreement did not include evidence on the issues of whether Claimants or William breached their contractual or fiduciary duties. The agreement affected only the relief for the proven breaches. We find that the arbitrator retained jurisdiction to award appropriate relief in light of the members' agreement. See *BFN-Greeley, LLC v. Adair Group, Inc.*, 141 P.3d 937, 939-41 (Colo. App. 2006) (arbitrator had authority to eliminate from final award escrow provision of interim award based on his finding that the escrow provision failed to serve its intended purpose). Also, William and

Suzanne waived the objection by failing to raise it before the arbitrator issued his final award. See *First Health Group Corp. v. Ruddick*, 393 Ill. App. 3d 40, 51-52 (2009).

¶ 33 William and Suzanne also contend that by considering the members' agreement, the arbitrator impermissibly delegated decision-making authority to some of the parties. Again, William and Suzanne waived the argument by failing to raise it in response to the members' presentation of their agreement to the arbitrator. See *Ruddick*, 393 Ill. App. 3d at 51-52. William and Suzanne cite *Trimble v. Graves*, 409 Ill. App 3d 506 (2011), where the arbitrators failed to agree on an amount to award the plaintiff, and the arbitrators "let [defendants] decide on how much they owed and that would be the final amount." *Trimble v. Graves*, 409 Ill. App 3d at 509. We find no similar abdication of authority here.

¶ 34 William and Suzanne argue that the arbitrator improperly advised the parties when he said, in the January 23 order, "My suggestion, at this point, is that an election of managers be held." William and Suzanne do not even attempt to show how this objection fits within statutory grounds for vacating an award. We find that with this argument William and Suzanne have not shown a gross error of law or fact apparent on the face of the final award. See *Garver*, 76 Ill. 2d at 10-11.

¶ 35 William and Suzanne argue that the order dissociating William from SB USA and SBI violated the Limited Liability Company Act (805 ILCS 180/1-1 *et seq.* (West 2016)). This argument, too suggests at most a legal error that does not rise to the level of a gross error of judgment apparent on the face of the award.

¶ 36 William and Suzanne object that the arbitrator issued a conditional interim award. The objection presents no basis for vacating the final award, which did not include any condition. See 710 ILCS 5/12(a) (West 2016).

¶ 37 William and Suzanne object to the phrasing of the award, as the arbitrator awarded SB USA "$100,627.34 from and against William Metropoulos as indemnity." William and Suzanne contend that the operating agreement does not permit such an award of indemnity. Again, the argument shows at most that the arbitrator misinterpreted the operating agreement. The alleged misinterpretation does not amount to a gross error of law or fact apparent on the face of the award.

¶ 38 Because William and Suzanne have not shown any grounds for vacating the arbitrator's award, we affirm the circuit court's decision confirming the award.

¶ 39 Fees

¶ 40 William and Suzanne object to the award of attorney fees for the appeal in *FW Associates*, 2015 IL App (1st) 150566-U, arguing that Claimants did not prevail in that appeal. This court held, "We agree with the Claimants that they have prevailed in this appeal." *FW Associates*, 2015 IL App (1st) 150566-U, ¶ 20. Our holding stands as *res judicata*. *Ambuehl*, 309 Ill. App. 3d at 109. The circuit court correctly awarded Claimants attorney fees for the work on the prior appeal.

¶ 41 Finally, William and Suzanne argue that the circuit court should not have awarded Claimants fees for the review of the arbitrator's final award, because Claimants did not prevail in the arbitration. The argument conflicts irreconcilably with William and Suzanne's assertion in their brief on appeal that the arbitrator's award was a " 'final' result wildly

favoring the FW parties." While we disagree with the characterization of the award as wild, we agree with William and Suzanne that the final award favored Claimants. The circuit court appropriately awarded Claimants fees as the prevailing parties.

¶ 42 As in the prior appeal, Claimants ask this court to award them attorney fees and costs, in accord with the operating agreement, for the work on this appeal. Again, we find that Claimants prevailed in this appeal. To bring an end to this protracted dispute, we direct Claimants to file in this court a petition for fees within 10 days after the date on which we issued this order. William and Suzanne will have 10 days thereafter to respond, and Claimants may reply within 5 days of the filing of William and Suzanne's response.

¶ 43 CONCLUSION

¶ 44 We review *de novo* the arbitrator's findings that the parties agreed to arbitrate all of the issues he decided. We hold that the broad language of the arbitration clause in the operating agreement supports the arbitrator's finding concerning the scope of the issues before him. The arbitrator had authority to order dissociation of William from SB USA and SBI. William and Suzanne's numerous objections to the final award fail to show gross errors of law or fact apparent on the face of the award. Accordingly, we affirm the circuit court's judgment confirming the award. We also affirm the circuit court's awards of attorney fees and costs to Claimants as the prevailing party. We will award appropriate fees after the parties brief the issue.

¶ 45 Affirmed with directions for the determination of fees for this appeal.