

June 27, 2014

No Meeting of the Minds Regarding Agreement to Arbitrate

Doe v. Vineyard Columbus

No. 13AP-599, 2014 WL 2781594 (Ohio Ct. App. June 17, 2014)

In [*Doe v. Vineyard Columbus*](#), 2014 WL 2781594 (Ohio Ct. App. June 17, 2014), the Ohio Court of Appeals affirmed the trial court's denial of a motion to stay the litigation and compel arbitration, holding that there was insufficient evidence that the parties agreed to arbitrate.

Plaintiffs Jane and John Doe sued their former pastor, Steven Robbins, and his church, Vineyard Columbus, in Ohio state court. The plaintiffs asserted tort claims allegedly based on a sexual relationship between Robbins and Jane Doe that arose when she sought counseling.

The church filed a motion to stay the case and compel arbitration. The trial court held an evidentiary hearing, and denied the motion on the ground that there was no "meeting of the minds regarding arbitration. . . ." The church appealed to the Tenth District of Ohio Court of Appeals. The court of appeals affirmed.

The court of appeals began by recognizing that "[c]ourts generally encourage arbitration as a method to settle disputes" and noting the presumption favoring arbitration clauses. However, the court zeroed in on a precondition to any motion to compel arbitration based on a contractual arbitration clause; namely, "whether the parties agreed to submit a matter to arbitration" at all. The court stated that it "must look first to whether the parties agreed to arbitrate a dispute, not to general policy goals, to determine the scope of the agreement." For there to have been an agreement to arbitrate, there must have been a "meeting of the minds" assenting to arbitration. This meant that the parties must have had a "distinct and common intention which [was] communicated by each party to the other."

In keeping with this framework, the court evaluated the evidence the parties had submitted. The church presented the plaintiffs' 2006 signed application, which stated that the plaintiffs "[c]ommitted to Vineyard Columbus' . . . disciplinary and dispute resolution process." Although the application did not describe, attach or incorporate by reference the dispute-resolution process, the church presented an affidavit from Rich Nathan, the senior pastor. Nathan's affidavit said that he conducted the new members' class that the plaintiffs attended and that, at that time, he had discussed the dispute-resolution process and distributed a booklet containing a description of the process. The booklet stated, among other things, that the sole means to resolve all claims was "by biblically based mediation and, if necessary, by legally binding arbitration, in each case conducted in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation."

The court noted, however, that Nathan's hearing testimony conflicted with his affidavit. At the hearing, Nathan admitted that he did not recall the class the plaintiffs attended, that another church employee occasionally taught classes and that he did not read the arbitration clause to new members' classes. The court also highlighted the fact that the only copy of the booklet was from 2012. This failure was significant because Nathan admitted that the booklet had changed in the intervening years.

The court explained that, by contrast, the plaintiffs—in their affidavits and at the hearing—had consistently denied that Nathan conducted their new members' class, that the dispute-resolution process was discussed at that class, or that they were given a copy of the booklet.

In affirming, the appeals court held that, on either the abuse-of-discretion or de novo standard of review, denial of the motion to stay the case and compel arbitration was proper. It noted that the trial court had found the plaintiffs' testimony more credible than the church's and, in all events, the court of appeals was also persuaded that there was no agreement to arbitrate. This case demonstrates that, notwithstanding the broad policy to enforce arbitration clauses, a party seeking to compel arbitration must be prepared to present sufficient evidence that the parties actually agreed to arbitrate.

Keywords: litigation, alternative dispute resolution, arbitration, meeting of the minds, motion to stay

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