

IN THE CHANCERY COURT FOR WASHINGTON COUNTY, TENNESSEE
AT JONESBOROUGH

STATE OF FRANKLIN
HEALTHCARE
ASSOCIATES, PLLC, and
SOFHA EMPLOYMENT
SERVICES, INC.,

Plaintiffs,

v.

JAMES A. JOSLYN, M.D.,

Defendant.

Civil Action No. 26-CV-0075

**NOTICE OF ENTRY
REQUIRED**

**ORDER DENYING PLAINTIFFS' MOTION TO VACATE ARBITRATION AWARD,
GRANTING DEFENDANT'S CROSS-MOTION TO CONFIRM ARBITRATION
AWARD, AND DENYING PLAINTIFFS' MOTION TO SEAL**

This matter came before the Court on Plaintiffs' Motion to Vacate Arbitration Award, Defendant's Response in Opposition and Cross-Motion to Confirm Arbitration Award, and Plaintiffs' Motion for Leave to File Supporting Documents Under Seal. The Court considered the parties' written submissions, the record before it, and the arguments of counsel at the hearing conducted on September 14, 2026. Based on the Motion, the response thereto, the evidence presented, the arguments of Counsel and the record as a whole, the Court pronounced its ruling from the Bench, the transcript of which is attached hereto and incorporated into and made a part of this Order as if set out in full.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

1. Plaintiffs' Motion to Vacate Arbitration Award is DENIED.
2. Defendant's Cross-Motion to Confirm Arbitration Award is GRANTED.

ENTERED
MINUTE BOOK
PAGE NO.

372
171

1

FILED

SEP 28 2026

at 11:19 A.m.

Sarah Lawson, Clerk and Master

3. The September 2, 2026 Arbitration Award of Arbitrator Harry L. Dadds in AHLA Case No. 10607 is CONFIRMED in all respects. Judgment shall be entered in conformity with the Arbitration Award.

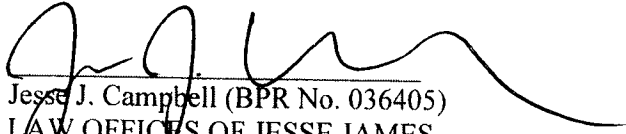
4. Plaintiffs' Motion for Leave to File Supporting Documents Under Seal is DENIED.

5. This Order constitutes a final judgment for purposes of Tenn. R. App. P. 3. The Clerk and Master is directed to enter this Order in accordance with Tenn. R. Civ. P. 58.

Enter pursuant to Rule 58.02, Tenn. R. Civ. Proc.

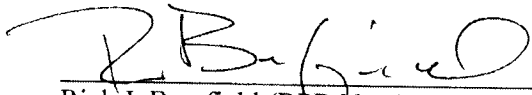

HON. JOHN C. RAMBO, CHANCELLOR

APPROVED FOR ENTRY:



Jesse J. Campbell (BPR No. 036405)
LAW OFFICES OF JESSE JAMES
CAMPBELL, PLLC
P.O. Box 604
Piney Flats, Tennessee 37686
Phone: (423) 820-3864
Fax: (423) 427-6428
Jesse@tnwrecks.com

Counsel for Defendant
James A. Joslyn, M.D.



Rick J. Bearfield (BPR No. 010370)
PENN STUART & ESKRIDGE, P.C.
P.O. Box 4210 CRS (37602)
Wesley Plaza, Suite 1
2513 Wesley Street
Johnson City, Tennessee 37601
Phone: (423) 282-1006
rjbearfield@pennstuart.com

Counsel for Plaintiffs

Joslyn - Order DRAFT_v1B.docx

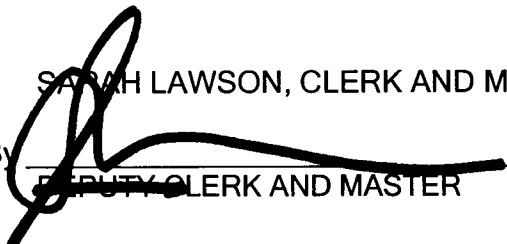
CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Order has been emailed to the persons or attorneys listed below in the manner prescribed in the *Tennessee Rules of Civil Procedure*, on this the 28th day of September, 2026.

Rick Bearfield, Esq.
rjbearfield@pennstuart.com

Jesse Campbell, Esq.
jesse@tnwrecks.com

SARAH LAWSON, CLERK AND MASTER

By 

~~DEPUTY CLERK AND MASTER~~

IN THE CHANCERY COURT FOR WASHINGTON COUNTY
AT JONESBOROUGH, TENNESSEE

STATE OF FRANKLIN HEALTHCARE	)	
ASSOCIATES, PLLC, and	)	
SOFHA EMPLOYMENT SERVICES, INC.,	)	Civil Action No. 26-CV-0075
	)	
Plaintiffs,	)	Jonesborough, Tennessee
	)	September 14, 2026
v.	)	9:00 a.m.
	)	
JAMES JOSLYN, M.D.,	)	
	)	
Defendant.	)	

Transcript of the Court Ruling
before the Honorable John Rambo,
Judge Presiding

APPEARANCES:

For Plaintiffs: RICK J. BEARFIELD, ESQ.
Penn Stuart & Eskridge, P.C.
2513 Wesley Street
Johnson City, Tennessee 37601
(423)282-1006

For Defendant: JESSEE J. CAMPBELL, ESQ.
P.O. Box 604
Piney Flats, Tennessee 37686
(423)820-3854

Court Reporter: Lisa Webb
P.O. Box 174
Bluff City, TN 37618
(423)366-0810

I N D E X

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1 Before the Honorable JOHN RAMBO of the Chancery Court of
2 Washington County, sitting in Jonesborough, Tennessee, when
3 the following proceedings were had in open court on this the
4 14th day of September 2026, at 9:29 a.m.

5 (Call to the Order of the Court)

6 (THE FOLLOWING IS THE TRANSCRIPT OF THE COURT RULING.)

7 THE COURT: The Court has considered the Motion
8 to Vacate the Arbitration Award pursuant to T.C.A. § 29-5-
9 324. And then I had considered the reply and the responses
10 and the arbitration materials submitted to the Court.

11 Plaintiffs assert the arbitrator exceeded his power by
12 applying the American Health Law Association's Employment
13 Arbitration Rules rather than its Commercial Arbitration
14 Rules. Plaintiffs assert that Section 10.15 of the parties'
15 employment agreement expressly provides that the arbitration
16 will be conducted in accordance with the Commercial
17 Arbitration Rules of the American Health Law Association.

18 Plaintiff further contends that the arbitrator's
19 selection of the Employment Arbitration Rules affected the
20 allocation of arbitration fees and expenses. The Court is
21 not persuaded that this constitutes an excess of the
22 arbitrator's powers. The underlying dispute was an
23 employment dispute arising from an employment agreement
24 between a physician and his employer. The claims submitted
25 to arbitration concern the parties' employment relationship,

1 including compensation and contractual obligations arising
2 from that relationship. The arbitrator determined that the
3 AHLA Employment Arbitration Rules govern the proceeding. The
4 parties' agreement referred to Commercial Arbitration Rules
5 does not transform the arbitrator's determination concerning
6 which AHLA rules applied into an act beyond the authority
7 delegated to him.

8 The arbitrator was required to interpret and apply the
9 parties' arbitration agreement and determine the procedures
10 applicable to the dispute. The Court of Appeals; it's made
11 clear that the trial court's review is extremely limited in
12 the review of arbitration awards. The Court does not sit as
13 an appellate court to correct factual or legal errors made by
14 an arbitrator, as long as the arbitrator is arguably
15 construing or applying the contract, and acting within the
16 scope of his authority. The fact that a court is convinced
17 he committed serious error does not suffice to overturn the
18 decision.

19 The arbitrator was not acting outside this subject
20 matter submitted to arbitration. He was deciding an
21 employment dispute pursuant to the parties' arbitration
22 agreement and interpreting the agreement in determining which
23 AHLA procedural rules govern the proceeding. Even assuming
24 his interpretation of Section 10.15 was incorrect, such an
25 error would not -- would constitute an error in interpreting

1 or applying the agreement not in excess of the arbitrator's
2 powers within the meaning T.C.A. § 29-5-324(A) (4) .

3 Plaintiffs' argument concerning the effect of the
4 employment rules on the allocation of arbitration expenses
5 does not alter this conclusion. The fact that the
6 arbitrator's procedural determination had consequences for
7 the parties does not establish that he acted outside the
8 authority granted by the arbitration agreement. As *Paradigm*
9 *Building Group, LLC* makes clear, an arbitration award is not
10 subject to vacate merely because the arbitrator may have
11 committed a serious error of law or contract interpretation.

12 The Court finds no basis to vacate upon plaintiffs'
13 contention that the arbitrator failed to separately address
14 plaintiffs' money had and received theory. The Court finds
15 that it was addressed in his findings of fact and conclusion
16 of law as were each claim in defense. The question is not
17 whether the arbitrator's treatment of that theory was correct
18 or whether the court would have addressed it differently.
19 The arbitrator considered the parties' dispute concerning the
20 income distribution plan and resolved the claim submitted to
21 him. A disagreement with the characterization or resolution
22 of that dispute does not establish he acted beyond the powers
23 conferred by the arbitration agreement. Section 29-5-
24 324(A) (4) authorizes the Court to vacate the arbitration
25 award when the arbitrator exceeded the arbitrator's powers.

1 The Court concludes the arbitrator did not do so. He
2 interpreted and implied the parties' employment agreement,
3 resolved the employment dispute submitted to arbitration, and
4 acted within the scope of the authority delegated to him.
5 The Motion to Vacate the Arbitration Award is denied.
6 Conversely, it is confirmed. There was no compelling reason
7 given to seal the record, and that is respectfully denied.
8 Mr. Campbell, prepare the order, please. Thank you all.

9 (Court was adjourned at 10:59 a.m.)
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1 STATE OF TENNESSEE:

2 AT LARGE :

3 I, Lisa Webb, Notary Public for the State of
4 Tennessee at Large, do hereby certify that the above and
5 foregoing pages contain a true and correct transcription of
6 all the proceedings in the above-styled and numbered cause,
7 *State of Franklin Healthcare Associates, PLLC, and SOFHA*
8 *Employment Services, Inc. v. James Joslyn, M.D.*, all of
9 which occurred in open court or in chambers and were
10 reported by me. I further certify that this transcription
11 of the record of the proceedings truly and correctly
12 reflects the exhibits, if any, offered by the respective
13 parties.

14 Given under my hand this 21st day of September 2026.

15
16
17 *Lisa Webb*

18 Lisa Webb



23 State of Tennessee at Large
24 My commission expires on August 24, 202
25 LCR# 347