No. S270798

IN THE SUPREME COURT

OF THE STATE OF CALIFORNIA

LAW FINANCE GROUP, LLC,

Plaintiff and Appellant,

v.

SARAH PLOTT KEY,

Defendant and Respondent.

California Court of Appeal, Second District, Div. Two
Case No. B305790
Appeal from Los Angeles Superior Court
Case No. 19STCP04251
Honorable Rafael A. Ongkeko

CONSOLIDATED RESPONSE TO AMICUS BRIEFS

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INTRODUCTION

The two amicus briefs filed in this matter are of no help to the Court in resolving the issues framed by petitioner Sarah Key.

KP amici. The amicus brief filed on behalf of KP Law and several other firms misstates and distorts the facts, the law, and the issues. Contrary to the KP Brief's assertions:

- Law Finance Group (LFG) does not agree that the loan agreement is illegal. In fact, the Answer Brief said it is *legal*. The Answer Brief did not make a more fulsome argument on the issue for the simple reason that it is irrelevant to the issue before the Court, which is *solely* reviewing questions of jurisdiction and timeliness of a vacatur request. As the Answer Brief argued, if the Court reverses on those issues, it should direct the Court of Appeal to decide whether the trial court erred in failing to independently review the evidence and decide whether the agreement's terms violate the Financial Code. LFG would make a more fulsome legality argument to the trial court, if the case reaches that stage.
- Neither the loan agreement nor its arbitration clause was adhesive or unconscionable. Key engaged separate counsel specifically to represent her in negotiating the agreement. Key and her counsel heavily negotiated the agreement, and it conformed to Key's requests in many

instances. There is no evidence of adhesion. And indeed, the arbitrators expressly found LFG did *not* pressure Key to sign the loan agreement, and that the agreement was *not* illusory, unclear, or unconscionable.

- This Court's arbitration jurisprudence makes clear that contract-illegality arguments must be timely raised or waived. Similarly, the Legislature's express public policy that vacatur be promptly sought requires that illegality arguments must be timely raised. Jurisprudence outside of the arbitration context likewise confirms that there is no illegality exception to jurisdictional statutes. And there is nothing unfair about expecting lawyers and litigants to comply with jurisdictional time limits that are spelled out in statutes.

Tenenbaum amici. The amicus brief filed by Michael Tenenbaum and Micha Star Liberty does not even purport to address the issues before this Court. Instead, it raises two new issues concerning the consequences of a party missing section 1290.6's 10-day response deadline but seeking vacatur in a petition within section 1288's 100-day deadline.[1] Those issues are not relevant to this appeal, which involves a response seeking vacatur that is barred because it was filed after the 100-day

[1] Statutory citations are to the Code of Civil Procedure unless otherwise stated.

deadline. The Court should decline the invitation to decide amici's newly raised issues.

ARGUMENT

I. The KP Amicus Brief Relies On An Erroneous View of The Facts And The Law.

A. The KP Amicus Brief Gets The Facts Wrong.

The KP Brief's characterization of this case does not square with the actual facts. We begin by setting that record straight.

1. LFG does not concede that the loan agreement is illegal; LFG's briefing simply reflects that legality is not the issue before this Court.

Contrary to the KP Brief's portrayal (pp. 7, 15-17), LFG does *not* agree that the loan agreement was illegal. Just the opposite: LFG believes that the arbitrators erred in finding that the agreement's compound interest and service fee provisions violate the Financial Code.

LFG's Answer Brief makes this clear. It states that LFG "has consistently argued that th[e]se provisions are *permissible*" under the Finance Code, and it identifies two reasons why the loan complied with the statute. (Answer Brief 71, italics in original.) These statements belie the KP Brief's assertion that "LFG has nothing to say in defense of its loan agreement." (KP Brief 16.)

The fact that the Answer Brief did not focus on the agreement's legality has nothing to do with LFG's view of the agreement. Rather, it reflects an understanding of what issues are properly before this Court. The Court of Appeal ordered the award reinstated solely based on the lack of a timely vacatur request (Opn. 3-4, 8-22), and this Court granted review only on that timeliness point. Given that posture, attacks on the substance of the arbitrators' findings—and an extensive defense of the agreement's legality—would have been irrelevant.

Indeed, LFG's Answer Brief also makes clear that legality *should* be back at issue if this Court reverses the Court of Appeal's timeliness ruling. Specifically, LFG had argued in the Court of Appeal that the trial court erred in vacating the award without reviewing de novo whether the loan agreement violates the Financial Code—a de novo analysis that other appellate courts have held is required when public policy issues are raised. (Appellant's Opening Brief 49-58; Appellant's Reply Brief 38-56.) The Court of Appeal did not reach this argument because it held that the trial court lacked power to vacate the award in any event. But, as LFG's Answer Brief explains, that issue springs back into life if this Court reverses the lack-of-power holding. (Answer Brief 70-72.) And, on independent review, LFG will contend that the trial court should find that the loan terms are legal—for at least two reasons:

- The Financial Code restrictions regarding consumer loans do not apply because the loan is a commercial loan. (See, e.g., 6-AA-2113-2114, 2236-2238, 2264-2269); and
- Even if the loan were a consumer loan, Financial Code section 22250 exempts it from statutory restrictions on compound interest and service fees because the loan amount exceeded $5,000. (See, e.g., 6-AA-2271.)

In short, LFG maintains that the agreement is legal. The KP Brief's contrary suggestion is baseless.

2. The arbitration provision was not adhesive, nor was the loan agreement "grossly unfair" to Key. Far from it.

Contrary to the KP Brief's portrayal, the loan agreement's arbitration provision was not adhesive, nor was the loan agreement "grossly unfair." (KP Brief 11.)

The arbitrators specifically found that LFG did *not* pressure Key to enter the loan agreement, and that the agreement was *not* illusory, unclear, or unconscionable. (1-AA-111-112.) Key's personal attorney extensively negotiated the loan agreement on her behalf, with LFG making multiple changes that Key and her attorney requested. (E.g., 1-AA-111; 2-AA-264-270, 317-318, 322, 328, 344, 348, 364; 6-AA-2095-2096; 8-AA-3078, 3389.) Key—who went to law school—personally participated in those negotiations and understood the terms. (E.g., 1-AA-111; 8-AA-3396-3397, 3484.)

For the reasons mentioned above, those highly-negotiated terms complied with the Financial Code. (§ I.A.1., *ante*.)

The unfairness in this case is of Key's doing. LFG was the one that undertook all of the risk. Its loan was non-recourse, meaning that LFG would lose its principal if Key did not prevail in her litigation. (1-AA-89.) But after using LFG's funds to win a share of a lucrative business—and over $12 million so far—Key reneged on her promise and repaid LFG only the principal she borrowed, refusing to pay *any* of the interest or fees she had agreed to. (1-AA-107-108, 111; 2-AA-465-486; 6-AA-2029-2030, 2093, 2103 & fn. 1; 8-AA-3782; Opn.-2, 4.)

In other words, after she and her counsel thoroughly and expertly negotiated the loan agreement, Key thought she could get away with giving LFG 100% of the risk while she borrowed LFG's money—for free.

B. The KP Amicus Brief Is Unpersuasive On The Law.

1. The 100-day deadline to seek vacatur is jurisdictional and cannot be tolled.

The KP Brief parrots Key's assertion that section 1288.2's 100-day deadline to seek vacatur of an arbitration award is not jurisdictional. (KP Brief 7-8.) For this assertion, the KP Brief cites *Boechler, P.C. v. Comm'r* (2022) 142 S.Ct. 1493.

But *Boechler* is inapposite. It was premised on the unique wording of a federal statute regarding taxpayers' petitions for the

Tax Court to review an Internal Revenue Service decision. The relevant statute provided:

> The person may, within 30 days of a determination under this section, petition the Tax Court for review of such determination (and the Tax Court shall have jurisdiction with respect to such matter).

(26 U.S.C. § 6330, subd. (d)(1).) Whether this 30-day window was jurisdictional depended on whether the words "such matter" refers to the entire first clause, "sweeping in the deadline and granting jurisdiction only over petitions filed within that time." (142 S.Ct. at p. 1498.)

Under federal case law, a procedural requirement is jurisdictional "only if Congress 'clearly states' that it is." (*Id.* at p. 1497.) *Boechler* held that the statutory "text does not clearly mandate the jurisdictional reading" because "'such matter' lacks a clear antecedent" and is subject to multiple plausible interpretations. (*Id.* at p. 1498.) Nor does the textual structure clearly evidence a jurisdictional intent: The sentence's first clause "explains what the taxpayer may do[,]" whereas the jurisdictional grant "speaks to what the Tax Court shall do," and is merely in a parenthetical, "which is typically used to convey an 'aside' or 'afterthought.'" (*Ibid.*) *Boechler* also noted that other tax provisions enacted around the same time more clearly imposed jurisdictional deadlines, "accentuat[ing] the lack of comparable clarity in § 6330(d)(1)." (*Id.* at pp. 1498-1499.)

Based on all of those considerations, *Boechler* held that section 6330(d)(1) does not satisfy "the clear-statement rule," and

therefore is not jurisdictional. (*Id.* at p. 1499.) *Boechler* went on to find that section 6330(d)(1) is subject to equitable tolling—but noted that it would *not* have been subject to tolling if it was jurisdictional, because jurisdictional requirements "do not allow for equitable exceptions." (*Id.* at pp. 1497, 1500-1501.)

The vacatur deadline at issue here contrasts sharply with the deadline at issue in *Boechler*. As discussed in LFG's Answer Brief (pp. 37-40), the California Arbitration Act clearly *limits a court's power* to grant vacatur when a party fails to comply with sections 1288/1288.2's 100-day deadline. In a nutshell, section 1286.4 *expressly prohibits a court* from vacating an award unless a vacatur request was "duly served and filed." Sections 1288/1288.2 supply the timing requirement for "duly" serving and filing the request:

- "[T]he *court shall confirm* the award as made," unless it corrects or vacates the award, or dismissed the proceeding, "*in accordance with this chapter* . . . ." (§ 1286, italics added.)

- "The *court may not vacate an award unless* . . . [a] petition or response requesting that the award be vacated" or corrected "has been *duly served and filed*." (§ 1286.4, italics added.)

- A petition to vacate or a response seeking vacatur "*shall be* served and filed *not later than 100 days* after" service of the award. (§§ 1288, 1288.2, italics added.)

This is a far cry from the statute at issue in *Boechler*, which put the jurisdictional reference in a parenthetical with no clear

antecedent and with multiple plausible interpretations. Here, in contrast, the Legislature conditioned a court's power to grant vacatur on a lawfully served and filed vacatur request, and the Legislature specified the filing deadline. (§§ 1286.4, 1288, 1288.2; Black's Law Dict. (11th ed. 2019) [duly means "in accordance with legal requirements"].) That statutory scheme evinces a clear intent that the filing deadline is jurisdictional—i.e., that it goes to a court's *power* to grant relief.[2] As such, *Boechler* confirms that the 100-day deadline "do[es] not allow for equitable exceptions." (*Boechler, supra*, 142 S.Ct. at p. 1497.)

2. The 100-day deadline applies to contract-illegality arguments.

Equally unavailing is the KP Brief's argument that the 100-day deadline for seeking vacatur does not apply at all if a party claims that the underlying contract is illegal.
(KP Brief 12-15.)

This Court's precedents belie the KP Brief's premise that courts must consider belated illegality challenges to arbitration

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[2] Key has asserted that the Legislature "likely" used "duly" as "simply redundant of the terms served and filed." (Reply Brief 16.) She cites no authority supporting that reading, and ignores the rule that "courts should give meaning to every word of a statute and should avoid constructions that would render any word or provision surplusage." (*Tuolumne Jobs & Small Business Alliance v. Superior Court* (2014) 59 Cal.4th 1029, 1038.) Nor does Key's characterization of "duly" as "1960s-vintage language" help her: In the 1960s, Black's Law Dictionary defined "duly" as "according to legal requirements." (Black's Law Dict. (4th ed. 1951); Black's Law Dict. (5th ed. 1968).)

awards, and that such challenges can even be raised for the first time on appeal. (Answer Brief 62-67.) Specifically:

- *Moncharsh v. Heily & Blase* (1992) 3 Cal.4th 1 held that to preserve the issue for judicial review, a party must raise with the arbitrator an argument that a single contract provision is illegal, and must raise in court *before* arbitration a claim that the *entire* contract is illegal. (*Id.* at pp. 29-31.)

- *Richey v. AutoNation, Inc.* (2015) 60 Cal.4th 909 held that the plaintiff had "forfeited" an argument that an arbitration award enforced an "illegal" employer policy by failing to raise it in the trial court. (*Id.* at p. 920, fn. 3.)

Although *Moncharsh* and *Richey* did not deal specifically with the 100-day deadline for seeking vacatur, they establish that parties do not have carte blanche to assert illegality whenever they wish—in the arbitration context, such arguments can be forfeited, and *are* forfeited, if not timely raised.[3] The

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[3] Key has attempted to distinguish *Moncharsh* as not involving an *entirely* illegal contract. (Reply Brief 31-32.) But she does not explain why the distinction matters from her perspective. And, indeed, it doesn't: Key's rationale that illegality challenges can be raised at any time because courts cannot enforce an illegal contract would apply equally to an award enforcing an illegal contract *provision* or to an award enforcing a contract that is entirely illegal.

In any event, contrary to Key's representation, *Moncharsh* also contemplates forfeiture of entire-contract-illegality arguments: The *Moncharsh* court observed that "Moncharsh does not contend the alleged illegality constitutes grounds to revoke the entire

legislatively-imposed 100-day deadline is another such time limitation.

The KP Brief has no answer to *Moncharsh* and *Richey*—it ignores them. Instead, the KP Brief cites two cases that did not involve arbitration, and that therefore did not weigh California's strong public policy of arbitral finality in deciding when new arguments can be raised. (See KP Brief 12-13, citing *Lewis & Queen v. N.M. Ball Sons* (1957) 48 Cal.2d 141 and *Estate of Prieto* (1966) 243 Cal.App.2d 79.)

Moreover, the cases cited in the KP Brief do not hold or suggest that an illegality argument can be raised after *jurisdictional deadlines* have passed. Those cases recite that an illegality argument can be raised after trial, including for the first time on appeal. But neither court suggested that it could

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employment contract," and "*[t]hus*" that Moncharsh did not have to "first raise the issue of illegality in the trial court in order to preserve the issue for later judicial review." (*Id.* at p. 30.) In other words, Moncharsh *would* have had to raise an argument that the contract was wholly illegal (a "ground[] to revoke the entire employment contract") before arbitrating to preserve it for later review. Reinforcing the point, *Moncharsh* summed up: "We thus hold that *unless a party is claiming (i) the entire contract is illegal,* or (ii) the arbitration agreement itself is illegal, he or she need not raise the illegality question prior to participating in the arbitration process, so long as the issue is raised before the arbitrator. Failure to raise the claim before the arbitrator, however, waives the claim for any future judicial review." (*Id.* at p. 31.) In context, the "unless a party is claiming [] the entire contract is illegal" phrase means that an entire-contract-illegality claim must be raised pre-arbitration or is forfeited for "any future judicial review." (*Ibid.*)

have entertained an argument attacking a contract as illegal if the appellant had missed the jurisdictional deadline for filing a notice of appeal. And, indeed, they could not have. (See *Hollister Convalescent Hosp., Inc. v. Rico* (1975) 15 Cal.3d 660, 666-667 [if appeal is not timely filed, "the court has no discretion but must dismiss the appeal"].) So, too, courts cannot consider a vacatur request filed after the jurisdictional 100-day deadline that deprives the court of the power to vacate an award.

Jurisdiction is jurisdiction. There is no "unfairness" exception to a lack of jurisdiction. Nor is there any unfairness in expecting lawyers and litigants to comply with jurisdictional deadlines.

The bottom line: The KP Brief, like Key's briefing, fails to grapple with the strong public policy of encouraging arbitration, which requires minimizing delay and ensuring arbitral finality. (*Moncharsh, supra,* 3 Cal.4th at pp. 9-10.) Timeliness and the public policies that timeliness furthers are no less important when the vacatur ground is contract illegality or voidness. The jurisdictional 100-day deadline governs requests for vacatur on those grounds, just as it does all other vacatur arguments.

C. The KP Amicus Brief's Concerns Of Arbitral Bias Miss The Mark.

The KP Brief spins out a parade of horribles about AAA arbitrators colluding with repeat-player defendants to "enforce[] a patently illegal loan agreement." (KP Brief 15-17.) Based on this imaginary danger, the KP Brief argues that the Court should

allow public policy challenges well past the 100-day deadline imposed by the Legislature. Not so.

First, there is no basis for believing that the arbitrators here were biased, or that arbitrators generally collude to enforce illegal agreements. Indeed, even Key has not claimed bias here; she argued only that the arbitrators exceeded their powers by striking the provisions they found violated the Finance Code and permitting simple interest, instead of voiding the entire agreement. (See 1-AA-132-152; 9-AA-4045-4067, 4234-4247.)

Second, the Legislature has already decided how to handle concerns about bias—and even the mere appearance of partiality. It mandated that courts "shall" vacate an award for bias and appearance of partiality.[4] But the Legislature also made those grounds subject to the 100-day deadline. (§§ 1288, 1288.2 [deadline governing petitions and responses seeking vacatur, with no carve-out for vacatur based on bias].) In other words, the Legislature protected against such defects, but also required them to be promptly raised within 100 days. Given that actual, specific bias claims are subject to the 100-day rule, idle

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[4] Sections 1286.2, subds. (a)(2), (6) ("the court shall vacate the award" if it determines an arbitrator was corrupt, failed to disclose a known ground for disqualification, or was subject to disqualification on grounds specified in section 1281.91), 1281.91 (incorporating arbitrators subject to disqualification on grounds specified in section 170.1's grounds for judicial disqualification), 170.1, subd. (a)(6) (disqualification required when "[a] person aware of the facts might reasonable entertain a doubt that the [arbitrator] would be able to be impartial").

speculation that arbitrators are generally biased against borrowers cannot possibly be a basis for exempting all illegality arguments from the 100-day rule.

II. The Only Issues Raised In The Tenenbaum Amicus Brief Are Neither Implicated In This Case Nor Before This Court.

The Tenenbaum Brief does not address any of the issues on which this Court granted review and that the parties have briefed. Instead, the Tenenbaum Brief attempts to inject two *new* issues into this appeal: (1) whether section 1290.6's 10-day deadline for responses to arbitration-related petitions is jurisdictional, and (2) whether a party can petition to vacate an arbitration award after missing section 1290.6's 10-day deadline to seek vacatur in response to a petition to confirm, so long as the petition to vacate is filed within section 1288's 100-day deadline.

Neither of these issues is before this Court. After all, Key filed both her vacatur petition and her response seeking vacatur *after* the section 1288/1288.2 100-day deadline. LFG's position—and the Court of Appeal's holding—is that the 100-day deadline is jurisdictional, and that in any event, Key would not be entitled to equitable relief from the deadline on the facts here. And this Court granted review of questions relating solely to vacatur requests filed after the 100-day deadline.

Accordingly, the Court should decline to reach the issues advanced by the Tenenbaum Brief. (*California Building Industry Association v. State Water Resources Control Board* (2018)

4 Cal.5th 1032, 1048, fn. 12 [generally, "'California courts will not consider issues raised for the first time by an amicus curiae'"].)

If the Court is nonetheless inclined to consider either of the new issues raised in the Tenenbaum Brief, it should invite the parties to file supplemental briefs. But in a nutshell:

Whether section 1290.6's 10-day deadline for responses to arbitration-related petitions is jurisdictional. The Tenenbaum Brief argues that section 1290.6's 10-day deadline can't be jurisdictional because the "only" statutory consequence of failing to comply with section 1290.6 is that the petition's factual allegations are deemed admitted. (Tenenbaum Brief 4, 8.) Even if that is the only consequence for *some* types of late responses (i.e., responses seeking to avoid arbitration entirely or responses seeking to confirm an award), it is *not* the only consequence for a late response seeking vacatur. Another consequence is that the Legislature *specifically prohibited* courts from vacating an arbitration award absent a "duly served and filed" petition "or response" seeking vacatur. (§§ 1286, 1286.4.)

Whether a party can petition to vacate an arbitration award at any time within section 1288's 100-day deadline. The Tenenbaum Brief argues that even where a party has missed section 1290.6's 10-day deadline for seeking vacatur in response to a petition to confirm, that party can still seek vacatur via a petition filed within section 1288's 100-day deadline. (Tenenbaum Brief 9-12.) The rule that the Tenenbaum Brief advances would permit a party to file a vacatur petition as late as

90 days after the court receives a petition to confirm, and 80 days after missing section 1290.6's 10-day deadline for a response seeking vacatur. (§§ 1288 [motion to vacate deadline is 100 days after service of award], 1288.4 [petition to confirm may be filed 10 days after service of award].)

Such a regime would clash with multiple provisions of the Arbitration Act, which is structured to "'require[s] the presentation of all issues relating to the validity of an award to the court at the same time'" and directs that arbitration-related proceedings be "'quickly heard and determined.'" (*Coordinated Constr., Inc. v. J.M. Arnoff Co.* (1965) 238 Cal.App.2d 313, 316-317, quoting the California Law Revision Commission recommendation and section 1291.2.)

Indeed, the Legislature contemplated that a hearing on a petition to confirm could take place with just 10 days' notice. (§ 1290.2.) It makes no sense to think that the Legislature intended that the opposing party (who never filed a response) could show up to that hearing to tell the court that he still had months left before he needed to file a petition to vacate.

If the Court is considering reaching the new issues that the Tenenbaum Brief presents, the Court should order supplemental briefing so that the Court has the benefit of fulsome competing views on those issues. But the better approach is to decline the invitation to expand the scope of this appeal. The Court should leave the issues that the Tenenbaum Brief raises for another day.

CONCLUSION

Nothing in the amicus briefs changes what LFG showed in its Answer Brief: Section 1288.2 imposes a jurisdictional 100-day deadline for responses seeking vacatur. That deadline is not subject to equitable relief, and in any event, the Court of Appeal correctly found that Key did not meet the criteria for relief here. The Court should affirm.

Date: August 5, 2022

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CERTIFICATION

Pursuant to California Rules of Court, rule 8.204(c)(1), I certify that this **Consolidated Response To Amicus Briefs** contains **3,862 words**, not including the tables of contents and authorities, the caption page, signature blocks, or this Certification page.

Date: August 5, 2022 *s/ Alana H. Rotter*

PROOF OF SERVICE

State Of California, County Of Los Angeles

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 5900 Wilshire Boulevard, 12th Floor, Los Angeles, California 90036.

On August 5, 2022, I served the foregoing document described as: **Consolidated Response To Amicus Briefs** on the parties in this action by serving:

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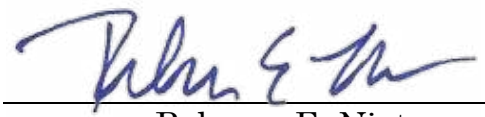
Executed on August 5, 2022, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



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