

Case No. S270798

**IN THE SUPREME COURT OF THE
STATE OF CALIFORNIA**

LAW FINANCE GROUP, LLC,
Plaintiff and Appellant,

vs.

SARAH PLOTT KEY,
Defendant and Respondent.

After a Published Decision by the Court of Appeal,
Second Appellate District, Division Two, Case No. B305790

From an Order Vacating an Arbitration Award
Los Angeles County Superior Court, Case No. 19STCP04251
Honorable Rafael A. Ongkeko

**REPLY TO ANSWER TO PETITION FOR
REVIEW**

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I.
INTRODUCTION

The Court of Appeal’s published opinion (“Opinion”) reverses the trial court’s order vacating a public-policy-violative arbitration award, and enforces a void and illegal loan agreement contravening the California Financing Law. The Opinion holds for the first time that Code of Civil Procedure section 1288.2’s¹ 100-day time limit to request vacatur of an arbitration award in response to a petition to confirm is jurisdictional and not subject to equitable relief. The Opinion also holds for the first time that a response requesting vacatur is untimely if the petition to confirm is filed within 100 days of the award and the response complies with section 1290.6’s 10-day time limit (as extended by agreement or court order). These two holdings potentially affecting every party seeking vacatur of an arbitration award on the basis of voidness/illegality, involve undisputed facts presenting the perfect vehicle for review by this Court.

Since their enactment in 1961, this Court has never addressed these statutory time limits or their relationship to each other. In the meantime, Court of Appeal decisions have struggled with interpreting these statutes in confusing and conflicting ways, culminating in the Opinion. The Opinion conflicts with this Court’s decisions allowing equitable relief from statutory time limits and prohibiting judicial confirmation of arbitration awards enforcing void

¹ All further statutory references are to the Code of Civil Procedure unless otherwise stated.

and illegal contracts. The Opinion also conflicts with Court of Appeal decisions allowing equitable relief from section 1288.2's time limit, prohibiting confirmation of arbitration awards enforcing void and illegal contracts, and finding responses requesting vacatur where the petition to confirm is filed within 100 days of the award and the response complies with section 1290.6's time limit to be timely.

In her Petition for Review, Petitioner Sarah Plott Key requests the Court to review these issues of statewide importance affecting all litigants seeking to vacate public-policy-violative arbitration awards, as well as millions of consumers subject to predatory loans that violate the Financing Law. Specifically, Key seeks review of the Opinion's holdings that (1) equitable relief is not applicable to section 1288.2's time limit, (2) a court may confirm arbitration awards that on their face violate fundamental public policy and contravene unwaivable statutory rights, and (3) responses requesting vacatur are untimely where the petition to confirm is filed within 100 days of the award and the response complies with section 1290.6's 10-day time limit.

In its Answer, Respondent Law Finance Group, LLC ("LFG") fails to address the importance of these issues and the necessity for this Court's guidance. Instead, the Answer seeks to minimize the significance of the Opinion by characterizing it as merely "case specific," which is belied by the Opinion's language and the fact that the Opinion is published. The Answer also mischaracterizes these critical issues by claiming Key raised for the first time in her petition for rehearing the issues of equitable relief

and the prohibition against judicial confirmation of public-policy-violative arbitration awards, when the record establishes the opposite. Finally, the Answer seeks to cloud the issues by distorting the facts, when those uncontradicted facts are based on unrebutted declarations of Key's counsel that the parties' counsel agreed to extend the statutory time limits.

In the end, the Answer's claims are unsupported and unpersuasive. This Court should grant review.

II. DISCUSSION

A. **The Opinion Erroneously Holds That Section 1288.2's Time Limit Is Jurisdictional, Functioning Like A Notice Of Appeal Time Limit**

LFG's Answer mistakenly asserts the Opinion finds Key's request to vacate the award untimely only on "case-specific grounds" not worthy of this Court's review, and claims the Opinion does not of bar equitable relief as a matter of law. (Answer 6.) To the contrary, from the outset, the *published* Opinion holds that section 1288.2 is jurisdictional: "Code of Civil Procedure section 1288 requires that a petition to vacate an arbitration award must be filed and served not later than 100 days after service of the award. Section 1288.2 imposes the same deadline on a response to a petition to confirm an arbitration award when the response requests that the award be vacated. *These deadlines are jurisdictional.*" (Opn. 3, emphasis added, citing *Santa Monica College Faculty Assn. v. Santa*

Monica Community College Dist. (2015) 243 Cal.App.4th 538, 544-545 (*Santa Monica*); *Douglass v. Serenivision, Inc.* (2018) 20 Cal.App.5th 376, 384-385.) Relying on that holding, the Opinion holds the trial court had no jurisdiction here: “Neither Key’s petition to vacate the arbitration award nor her request to vacate the award in her response to LFG’s petition to confirm were filed within the 100-day limit. *Thus, the trial court lacked jurisdiction to consider Key’s request to vacate, and the arbitration award must be confirmed.*” (Opn. 3-4, emphasis added.) The Opinion is the first Court of Appeal opinion to so hold.²

Additionally, the Opinion reiterates its holding that section 1288.2 is a jurisdictional time limit several times: “[N]umerous cases treat the 100-day deadline as jurisdictional. For example, in *Santa Monica*, this court held that the trial court did not have the authority under section 473, subdivision (b) to excuse a late-filed petition to vacate because that section ‘cannot be relied upon to excuse a party’s failure to comply with a jurisdictional statute of limitations.’” (Opn. 17, citing *Santa Monica, supra*, 243 Cal.App.4th at p. 545.) It continues: “Like section 1288, section 1288.2 imposes a strict 100-day deadline to file and serve a request to vacate. *It is similarly jurisdictional.*” (Opn. 17-18, emphasis added.)

Indeed, the Opinion approves the reasoning of *Abers v.*

² The Opinion’s holding that the trial court has *no jurisdiction* is erroneous, because the trial court obtains jurisdiction over the arbitration award when the petition to confirm the award is timely filed, and the request to vacate the award is a response to the petition to confirm. (See Petition for Review 24.)

Rohrs (2013) 217 Cal.App.4th 1199, 1203 (*Abers*), which held that the 100-day deadline “operates in the same manner as the deadline for filing an appeal, and the court *loses jurisdiction* to vacate the award if the petition is not timely served and filed.” (Opn. 17-18, emphasis added.)

The Opinion flatly rejects any argument that section 1288.2 is not jurisdictional: “Key argues that the 100-day rule is not jurisdictional, but is like other filing deadlines that parties may expressly or impliedly waive. The cases she cites in support of that argument either do not stand for that proposition or are unpersuasive.” (Opn. 18.) “[A]s discussed above, *parties may not circumvent statutory jurisdictional deadlines.*” (Opn. 19, emphasis added.) “[T]o the extent the court in *Trabuco [Highlands Community Assn. v. Head* (2002) 96 Cal.App.4th 1183, 1192, fn. 10 (*Trabuco*)], intended to suggest that the 100-day rule is not jurisdictional, we disagree in light of the explicit statutory language and the clear precedent to the contrary.” (Opn. 19-20.)

The Opinion concludes, “Thus, LFG *could not waive* the deadline and *was not estopped* from asserting it as a ground for disregarding Key’s untimely request to vacate.” (Opn. 20, emphasis added.)

In that regard, the Opinion’s statement that it was not deciding whether a party’s failure to comply with the 100-day rule may be excused on equitable grounds is nugatory. (Opn. 16.) A jurisdictional time limit like a notice of appeal time limit simply may *never* be excused on equitable grounds. (*Hollister Convalescent*

Hospital, Inc. v. Rico (1975) 15 Cal.3d 660, 666-674; *Estate of Hanley* (1943) 23 Cal.2d 120, 122-124 [jurisdiction may not be conferred on appellate court by consent, stipulation, estoppel, waiver or equitable tolling].) Once the Opinion held that section 1288.2's time limit is jurisdictional like a notice of appeal time limit, it necessarily concluded that no equitable relief was ever available.

This Court should grant review to address this important issue of statewide importance.

B. From The Outset, Key Has Argued That Section 1288.2's Time Limit Is Not Jurisdictional And She Is Entitled To Equitable Relief

LFG's Answer also erroneously asserts that the Court should not grant review of the Opinion's rejection of Key's claim for equitable relief because Key's counsel waived the issue. (Answer 11.) But that assertion is belied by the appellate record. Key argued repeatedly in her Respondent's Brief that she was entitled to equitable relief. (Respondent's Brief ("RB") 57-64.) She argued that: (1) section 1288.2 was not jurisdictional (RB 61-64), (2) she was entitled to relief under the doctrine of equitable estoppel (RB 57-60), (3) LFG had waived the right to assert section 1288.2's time limit (RB 60-61), and (4) section 1288.2 was subject to equitable tolling (RB 62).

In Key's Petition for Rehearing, she reiterated her claims for equitable relief. (Petition for Rehearing ("PRH") 10-19.) In addition to the multiple authorities previously cited in her Respondent's Brief on this issue, she cited this Court's recent

decision in *Saint Francis Memorial Hospital v. State Dept. of Public Health* (2020) 9 Cal.5th 710, 717, 723, 730-731 (*Saint Francis*). (PRH 10.) This Court in *Saint Francis* allowed equitable relief for a petition for writ of administrative mandate filed beyond the 30-day time limit set forth in Government Code section 11523. (9 Cal.5th at pp. 717, 723, 730-731.) Thus, this Court held that equitable relief under the doctrine of equitable tolling applied to an attorney's mistake regarding when the 30-day statutory time period began and expired. (*Id.* at pp. 724, 727-731.)

The Opinion addresses the holding of *Saint Francis* on the merits. (Modification of Opinion ("Mod.") 2-3.)

Accordingly, Key did not raise a new issue in her petition for rehearing, but instead cited recent authority from this Court to support issues previously raised in her Respondent's Brief.

Whether the equitable relief to be afforded Key is characterized as equitable estoppel, equitable tolling, mistake, waiver, or forfeiture, the Court should grant review to determine that section 1288.2 is not jurisdictional and is subject to equitable relief.

C. Review Is Warranted Because This Court Has Never Addressed Conflicting Court Of Appeal Decisions Concerning The Critical Statutory Time Limits To Request Vacatur Of Arbitration Awards

LFG's Answer ignores two important reasons for review (Answer 8-10): (1) since their enactment in 1961, this Court has never addressed the arbitration time limits in sections 1288.2 and 1290.6; and (2) as the Opinion implicitly acknowledges, the holdings

and the language of the Court of Appeal decisions that have addressed these issues conflict. (Opn. 13, fn. 5 [attempting to explain conflicting language in *Oaktree Capital Management, L.P. v. Bernard* (2010) 182 Cal.App.4th 60, 66 (*Oaktree*) concerning the 100-day and 10-day time limits]; Opn. 15 [attempting to explain conflicting language in *Santa Monica, supra*, 243 Cal.App.4th at pp. 538, 544, concerning the 100-day and 10-day time limits]; Opn. 17, fn. 8 [disagreeing with cases allowing relief under section 473]; Opn. 18-19 [attempting to distinguish *Abers, supra*, 217 Cal.App.4th at p. 1209, and *So. Cal. Pipe Trades Dist. Council No. 16 v. Merritt* (1981) 126 Cal.App.3d 530, 541, because they involved the service and not filing of the petition or response]; Opn. 19-20 [disagreeing with waiver analysis of *Trabuco, supra*, 96 Cal.App.4th at p. 1192, fn. 10]; Mod. 2 [disagreeing with *South Bay Radiology Medical Associates v. W. M. Asher, Inc.* (1990) 220 Cal.App.3d 1074, 1081 (*South Bay Radiology*), prohibiting confirmation of statutory-and-public-policy-violative arbitration awards].) In fact, the Opinion addresses these myriad conflicts extensively.

Specifically, this Court has never addressed the interplay of sections 1288.2 and 1290.6's time limits. Nor has this Court addressed the question of whether section 1288.2 is jurisdictional or whether equitable relief is available. As the Second District stated more than 10 years ago: "We believe the time may have come for our Supreme Court to provide definitive guidance on the time deadlines a party who seeks to vacate an arbitration award faces when the prevailing party in the arbitration has filed a petition to confirm the award." (*Oaktree, supra*, 182 Cal.App.4th at pp. 67-68.)

Now is the time for the Court to provide guidance and resolve conflicts on these issues of statewide importance over which there is much conflict and confusion in the Court of Appeal decisions. The Court should grant Key's Petition for Review.

D. Contrary To LFG's Distortion Of The Record, It Is Undisputed The Parties' Counsel Agreed To A Schedule For Both Key's Petition To Vacate And The Parties' Responses That Extended The Statutory Time Limits

Narrowly reading only part of the record, the Answer asserts that the parties' counsel did not agree to extend section 1288.2's time limit. (Answer 13-14.) But the record viewed in the light most favorable to the judgment and based on unrebutted declarations from Key's counsel, establishes that the parties' counsel agreed to filing Key's Petition to Vacate and Response to LFG's Petition to Confirm more than 100 days after service of the arbitration award, and LFG's counsel agreed that Key need not file her Petition to Vacate until a hearing date was set for LFG's Petition to Confirm. (Opn. 5-6; 9 Appellant's Appendix ("AA") 4249-4259, 4265-4267, 4272-4276.)

In short, the parties' counsel agreed to extend both statutory time limits, and Key's counsel reasonably relied on that agreement. (Opn. 5-6; 9 AA 4249-4259, 4265-4267, 4272-4276.) Importantly, there is no conflicting evidence—LFG's counsel submitted no declaration rebutting Key's counsels' declarations about the agreement to extend both statutory time limits.

There also is no question that Key's counsel's reliance on

the agreement with LFG's counsel was reasonable. First, as established in Key's Petition for Review, a response requesting vacatur of an arbitration award is timely if the other party files a petition to confirm within 100 days of the award's service, and the party requesting vacatur responds timely pursuant to section 1290.6. (Petition for Review 37-39.) Second, *the trial court found that Key's response to LFG's petition to confirm was timely* because it complied with section 1290.6, though it was filed more than 100 days after service of the award. (Opn. 7; 9 AA 4282.) The trial court's conclusion demonstrates the reasonableness of Key's counsel's reliance. Third, the Answer impliedly acknowledges that conflicting language in Court of Appeal decisions supports such an interpretation of sections 1288.2 and 1290.6, and no case has ever held to the contrary. (Answer 7-10.)

Simply put, this case presents an excellent vehicle for the Court to decide these important issues of arbitration law and the Court should grant review.

E. From The Beginning, Key Has Argued That A Court May Not Confirm An Arbitration Award That Violates Public Policy And Contravenes A Party's Unwaivable Statutory Rights

LFG asserts that Key has waived her argument that a court should not confirm an award that violates public policy or contravenes a party's unwaivable statutory rights. (Answer 14.) Again, that assertion is belied by the record. In her Respondent's Brief, Key argued that a court should not confirm an arbitration award enforcing illegal or void contracts. (RB 64, citing *South Bay*

Radiology, supra, 220 Cal.App.3d at p. 1081 [requiring confirmation of such an award “would be tantamount to giving judicial approval to acts which are declared unlawful by statute”], internal quotation marks and citations omitted). In her Petition for Rehearing, Key reiterated this argument. (PRH 29-34.) She cited *South Bay Radiology* again and this Court’s opinion on which *South Bay Radiology* relied, *Loving & Evans v. Blick* (1949) 33 Cal.2d 603, 607, 609, 611-612 (PRH 31-33), which Key also had cited in her Respondent’s Brief (RB 24, 38).

As *South Bay Radiology* held, “[w]here a contract is void as against public policy, no rights ‘can arise and no power can be conferred upon the arbitrator to determine such nonexistent rights.’” (220 Cal.App.3d at p. 1080.) “In sum, the illegality [appellant] has raised, were it to be established, would constitute a defect in the arbitrator’s award which would not be waived by failure to petition to vacate the award within 100 days as required by Code of Civil Procedure section 1288. Rather, under *Loving & Evans v. Blick* [appellant] was free to raise the alleged violation of [the statute] in response to [respondent’s] petition to confirm.” (*Ibid.*)

The Opinion addresses this issue on the merits, relying on its decision in *Santa Monica, supra*, 243 Cal.App.4th at p. 546, in rejecting Key’s argument that a court should not confirm an award enforcing an illegal contract. (Mod. 2.) Thus, Key did not raise a new issue or cite new authority in her petition for rehearing.

Here, the arbitration award expressly violates the public policy underlying the California Financing Law “[t]o protect

borrowers against unfair practices by some lenders” (Fin. Code, § 22001, subd. (a)(4)), and contravenes Key’s unwaivable statutory rights to a loan compliant with the statute (*Brack v. Omni Loan, Co. Ltd.* (2008) 164 Cal.App.4th 1312, 1327). The loan agreement violates the Financing Law (1 AA 113-116; see Fin. Code, § 22309 [impermissible compound interest], § 22306 [impermissible service fees]), and loan agreements violating the Financing Law are void, precluding compensation to the lender (Fin. Code, § 22750, subd. (a)). Because the Loan Agreement is void under Financial Code section 22750, subdivision (a), as violating public policy and contravening Key’s unwaivable statutory rights, it is an unenforceable illegal contract and the award enforcing it must be vacated. (*Brown v. TGS Management Co., LLC* (2020) 57 Cal.App.5th 303, 318-319; see also *Moncharsh v. Heily & Blase* (1992) 3 Cal.4th 1, 31-32; *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 106-107; *Pearson Dental Supplies, Inc. v. Superior Court* (2010) 48 Cal.4th 665, 676; *Cable Connection, Inc. v. DIRECTV, Inc.* (2008) 44 Cal.4th 1334, 1353, fn.14.)

In the Financing Law, the Legislature restricted the terms of predatory loans to protect consumers and declared agreements that violate the Financing Law void. In contravention of the Legislature’s intent, the Opinion orders enforcement of a void and illegal loan agreement, depriving Key and consumers throughout the State of rights the Legislature has declared to be unwaivable. The Court should grant review to correct cases misconstruing its holding in *Loving & Evans v. Blick*, which held that a court may not confirm an arbitration award enforcing void and illegal contracts.

III.
CONCLUSION

For these reasons, the Court should grant review.

DATED: September 27, 2021 GRIGNON LAW FIRM LLP

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CERTIFICATE OF WORD COUNT
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On behalf of Sarah Plott Key, I, Margaret M. Grignon, certify that in compliance with California Rules of Court, rule 8.504(d)(1), the above brief is comprised of 3,005 words. To verify this number, I employed the word count feature made part of the Microsoft Word processing program used by my firm's offices.

DATED: September 27, 2021

/s/ Margaret M. Grignon
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