
PARTIES/ATTORNEYS

Plaintiff	Kim Hughes	Rogers, Sheffield & Campbell, LLP Travis C. Logue, Esq. Jason W. Wansor, Esq. Scott G. Soulages, Esq.
Defendants	Elizabeth Bingham Mease, Sara Bingham, Robert Immler, Bradford G. Crandall, and Ruth Crandall	Elkins Kalt Weintraub Reuben Gartside LLP Ernest J. Guadiana

TENTATIVE RULING

For all the reasons discussed below, the petition is granted.

On October 29, 2021, plaintiff Kim Hughes filed a complaint against Elizabeth Bingham Mease, Sara Bingham, Robert Immler, Bradford G. Crandall, and Ruth Crandall, alleging they breached a Vacant Land Purchase Agreement (“Agreement”) to sell him property located at 237 Santa Rita Rd. in Lompoc. On August 26, 2022, the parties stipulated to stay the civil action pending arbitration pursuant to the arbitration clause in the Agreement. The arbitration hearing occurred on October 1 - 4, 2024, before the Hon. Stephen J. Sundvold. He concluded that the defendant sellers did not breach the agreement and dismissed the plaintiff buyer’s claims. Supplemental briefing was ordered on the issue of the prevailing party and on May 28, 2025, Hon. Sundvold concluded that defendant sellers were the prevailing party, awarded fees in the amount of \$375,000, and costs in the amount of \$54,195.74.

On June 16, 2025, defendants petitioned this court for an order confirming the arbitration award pursuant to Code of Civil Procedure section 1285.¹ It was served on plaintiff’s counsel via email on June 16, 2025. Opposition has not been filed.

¹ This provision provides: “Any party to an arbitration in which an award has been made may petition the court to confirm, correct or vacate the award. The petition shall name as respondents all parties to the arbitration and may name as respondents any other persons bound by the arbitration award.”

Once an arbitrator issues an “award” within the meaning of the California Arbitration Act, the “torch of jurisdiction” passes “from the arbitrator to the trial court.” (Code of Civ. Proc.,² § 1283.4 [defining “award”]; *Lonky v. Patel* (2020) 51 Cal.App.5th 831, 843.) Once that torch has passed, the parties to the arbitration can petition the trial court to issue one of two orders with regard to the arbitration award: (1) an order confirming the arbitration award (§ 1285), which converts the arbitrator's unchanged award into an enforceable judgment (§ 1287.4; *Caro v. Smith* (1997) 59 Cal.App.4th 725, 737), or (2) an order vacating or correcting the arbitration award (§§ 1285, 1285.2, 1285.8), which alters the award's substantive findings and may be issued only upon one of the six bases for vacating an award set forth in section 1286.2 or one of the three bases for correcting an award set forth in section 1286.6.

The Act explicitly prescribes deadlines for filing these petitions. The deadline for filing a petition to confirm an arbitration award is four years (from the date the petitioner was served with the award). (§ 1288.) The deadline for seeking to vacate or correct an arbitration award is less straightforward because the Act prescribes two ways to seek an order vacating or correcting an award, each with its own deadline. A party may seek an order vacating or correcting an award in a standalone petition (§ 1285), and the default deadline for filing such a petition is 100 days from the date the petitioner was served with the award. (§§ 1288, 1288.2.) Or, a party may also seek an order vacating or correcting an award in its response to a prior-filed petition to confirm that award (§ 1285.2), and the default deadline for filing that response is 10 days from the date the responding party is served with the petition to confirm. (§ 1290.6.) When a petition to confirm is filed fewer than 90 days after an award is served, a competing request to vacate or correct the award—whether styled as a response to the petition to confirm or as a standalone petition—must be filed and served within 10 days of service of the petition to confirm, even if that due date is less than 100 days after service of the award. (*Darby v. Sisyphian, LLC* (2023) 87 Cal.App.5th 1100, 1110 [disapproved by *Law Finance Group, LLC v. Key* (2023) 14 Cal.5th 932, 952 “to the extent that it characterized section 1288.2's 100-day limitations period as “jurisdictional” in the fundamental sense.”])³

Here, the petition appears to have been timely served and no opposition or petition seeking order to vacate or correct the award has been filed. It would thus be untimely at this point.

Pursuant to the statutory scheme, a petition to confirm an arbitration award and enter it as judgment must set forth the substance of the agreement to arbitrate, the name(s) of the arbitrator, and attach a copy of the written arbitration award(s).

² All future statutory references are to the Code of Civil Procedure.

³ But if a petition to confirm is filed more than 90 days after an award is served, a competing request to vacate or correct the award—no matter how styled—must still have been filed within 100 days of the service of the award, even if that due date is less than 10 days after service of the petition to confirm. (*Id.*)

(Code Civ. Proc.,⁴ § 1285.4, subd. (a)-(c); *Loeb v. Record* (2008) 162 Cal.App.4th 431, 4650.) If these requirements are satisfied and absent opposition or competing petition, the court must enter the arbitration award as a judgment. (§ 1286 [the court “shall confirm the award as made”]; see *Law Offices of David S. Karton v. Segreto* (2009) 176 Cal.App.4th 1, 9 [the strict limitations of § 1286 are seldom acknowledged in the case law; if the trial court does not dismiss or correct or vacate it must confirm the award, and entry of judgment in conformity therewith is required]; *Valsan Partners Limited Partnership v. Calcor Space Facility, Inc.* (1994) 25 Cal.App.4th 809, 818 [same].) A judgment so entered has the same force and effect as and is subject to the provisions of law relating to, a judgment in a civil action of the same jurisdictional classification and may be enforced like any other judgment. (§ 1287.4.)

One additional requirement should be noted. This agreement expressly states it is governed by the FAA. (Agreement, ¶ 28(b).) An arbitration agreement governed by the FAA is confirmable only if the parties have agreed judgment may be entered on the award. (9 U.S.C § 9 (hereafter, section 9).) Paragraph 28 of the arbitration agreement expressly authorizes entry of judgment by “any court having jurisdiction.”

All statutory requirements appear to have been satisfied. Petitioner has submitted all documents, including the arbitration agreement, the arbitration award and its modification, and supplied the name of the arbitrator. All submissions, including a notice of hearing, were served on respondents. The hearing is timely, and respondent has not filed a response of any kind. Further, even if the court assumes that section 9 applies to the present matter, the parties consented to a judicial confirmation of the arbitration award. The court grants the petition to enter the arbitration award as a judgment.

The parties are instructed to appear at the hearing for oral argument. Appearance by Zoom Videoconference is optional and does not require the filing of Judicial Council form RA-010, Notice of Remote Appearance. (See [Remote Appearance \(Zoom\) Information | Superior Court of California | County of Santa Barbara](#).)

⁴ All future reference are to the Code of Civil Procedure.