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OPINIONS AND ORDERS

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ORDER, SUPREME COURT OF CALIFORNIA (FEBRUARY 11, 2026)

IN THE SUPREME COURT OF CALIFORNIA

PATRICE HONEYCUTT,

Plaintiff and Appellant,

v.

JPMORGAN CHASE BANK, NA. ET AL.,

Defendants and Respondents.

No. S294347

Court of Appeal, Second Appellate District, Division Seven – No. B331199

Before: Hon. GUERRERO, Chief Justice.

The request for judicial notice is denied.

The petition for review is denied.

/s/ Guerrero
Chief Justice

OPINION, COURT OF APPEAL OF THE STATE OF CALIFORNIA SECOND APPELLATE DISTRICT (NOVEMBER 18, 2025)

Filed 11/18/25
Honeycutt v. JPMorgan Chase Bank CA2/7

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA SECOND APPELLATE DISTRICT DIVISION SEVEN

PATRICE HONEYCUTT,

Plaintiff and Appellant,

v.

JPMORGAN CHASE BANK, NA. ET AL.,

Defendants and Respondents.

No. B331199

(Los Angeles County Super. Ct. No. BC526794)

Appeal from a judgment of the Superior Court of Los Angeles County, Thomas D. Long, Judge.

Before: SEGAL, FEUER and STONE, Judges.

INTRODUCTION

Patrice Honeycutt worked as a teller for JPMorgan Chase Bank. Chase terminated Honeycutt's employment after an investigation revealed she falsely reported the amount of money in her branch's vault to conceal what she thought was a $500 shortage. (Chase calls this conduct "force balancing," and it is a ground for immediate employment termination.) Honeycutt sued Chase asserting various employment-related causes of action, including race and disability discrimination, harassment, and wrongful termination in violation of public policy. The case proceeded to a six-day arbitration, and the arbitrator found in favor of Chase on all causes of action. Honeycutt appealed from the judgment confirming the arbitration award. We reversed the judgment because the arbitrator failed to make certain required disclosures and directed the trial court to vacate the arbitration award. (*See Honeycutt v. JPMorgan Chase Bank, N.A.* (2018) 25 Cal.App.5th 909 (*Honeycutt I*).)

The parties proceeded to a second, this time 21-day arbitration before a different arbitrator. The new arbitrator found in favor of Chase. The trial court granted Chase's petition to confirm the award, denied Honeycutt's petition to vacate it, and entered judgment on the award. Honeycutt appealed again.

Honeycutt argues the trial court erred in granting Chase's petition to confirm, and denying her petition to vacate, the arbitration award because the arbitrator failed to disclose information relating to alleged conflicts of interest, manifestly disregarded the law and the facts, and displayed bias in favor of Chase. Each of these arguments lacks merit. Contrary to Honeycutt's assertion, the arbitrator did not have to dis-

close working relationships with parties wholly unrelated to the arbitration in this case. In addition, even if the federal "manifest disregard" standard applied (which it usually doesn't in California), Honeycutt has not shown the arbitrator manifestly disregarded the law. Finally, none of the conduct identified by Honeycutt supports a reasonable inference the arbitrator was biased against her or in favor of Chase. Therefore, we affirm.

FACTUAL AND PROCEDURAL BACKGROUND

A. Honeycutt Works as a Teller at a Chase Bank

Chase's predecessor Washington Mutual hired Honeycutt in January 2009, and Chase transferred Honeycutt to the Rancho Park branch office in November 2010. There, she reported primarily to assistant branch manager Monique Williams.

Honeycutt complained of racial discrimination and harassment as early as November 2010 and continued to complain until Chase terminated her employment in 2013. Honeycutt said Williams and others frequently made racist remarks and engaged in other forms of race-based harassment and discrimination. For example, Honeycutt said Williams and other coworkers regularly made "race-based taunts" about her hair, accent, and ethnicity.

During most of her employment with Chase, Honeycutt received good performance reviews. In February 2012 branch manager Josie Conte promoted Honeycutt to lead teller in recognition of her excellent customer service and leadership potential. Honeycutt said that, after this promotion, she began to complain

more forcefully about her coworkers' discriminatory conduct.

Honeycutt said her supervisors began retaliating against her because she complained about their discriminatory conduct. In December 2012 Williams issued a written warning to Honeycutt about "unprofessional behavior." The warning described incidents where Honeycutt was "argumentative" with Williams, "argumentative and rude" to a customer, and "rude and unprofessional" with another customer. The warning also stated Honeycutt was "loud, argumentative and displayed inappropriate behavior with the Assistant Branch Manager." In February 2013 Williams gave Honeycutt a mixed performance review for her 2012 evaluation. Williams complimented Honeycutt in some areas, but cited problems with "unnecessary overtime and improper behavior 'when issues arise: such as losses, upset customers, and team work disputes.'" Honeycutt complained about her evaluation to Chase's human resources department and to her district manager and said she thought Williams was "trying to force her out of her job."

Zeidi Martinez took over as the Rancho Park branch manager in March 2013 and immediately encountered problems with Honeycutt's job performance. On April 4, 2013 Honeycutt was the vault custodian for the branch. Near the end of her shift Honeycutt counted the money in the vault and in her cash drawer. Her initial count showed a $500 shortage. Her second count also showed a $500 shortage. Honeycutt called Williams, who had already left for the day, and Williams told her to "write the denominations on the vault cash count form, count the cashbox over and handle the situation with Martinez in the morning."

Chase's electronic records showed Honeycutt did not report the cash shortage and instead reported the vault was balanced. The next morning Honeycutt reported the $500 shortage to Martinez. When Martinez and Honeycutt counted the money in the vault together, Martinez found the missing $500.

Martinez concluded that, by failing to report the $500 shortage, Honeycutt had not accurately reported her vault count, i.e., she had "force balanced" the vault report. According to Martinez, Honeycutt committed "a serious violation of Chase's Code of Conduct and an offense warranting immediate termination when she falsely reported the total cash on hand." Martinez reported the issue to Chase's human resources department, which referred the issue to Chase's global securities and investigations unit.

Honeycutt force balanced a vault report again on May 22, 2013. During her shift Honeycutt engaged in a buy/sell transaction to purchase $500 in $5 bills from another teller, Peter Leiva. Leiva, however, accidently failed to give Honeycutt the $500, which left an extra $500 in his till. Leiva later explained that, though he did not give Honeycutt the $500, his cash drawer balanced because he did not see the $500 in his till. Later that day, when Honeycutt counted her drawer and the vault, her count showed a $500 shortage (= the $500 she bought but did not receive from Leiva). Leiva found the missing $500 the next day and reported it. But Chase's electronic records showed that Honeycutt reported the vault balanced and that the vault contained $3,000 in quarters when it in fact contained only $2,500 in quarters. Martinez again concluded Honeycutt knowingly force balanced the vault report, and Martinez called Chase's human

resources department and her district manager for assistance. Martinez placed Honeycutt on non-cash duties, such as assisting customers with account access, setting access codes for debit cards, and managing the lobby.

B. Chase Investigates Honeycutt for Falsifying Bank Vault Records, Concludes Honeycutt Engaged in Serious Misconduct, and Terminates Her Employment

On May 28, 2013 an investigator from Chase's global securities and investigations unit interviewed Honeycutt about the two suspected force balancing incidents. According to Chase's report of the interview, Honeycutt told the investigator "she felt stressed and tired" on April 4, 2013. The report stated: "When she went to balance the vault and cashbox at the end of her shift, she found errors in her calculations, but was unsure where they originated. She posted an overage of $500 to her cashbox, and then posted an even balance to the vault even though she knew that was not accurate. She force balanced the vault by tallying $1,800 worth of $1 bills, even though she did not have that cash. Teller Honeycutt explained that she did this because she felt she would be able to find the miscalculation at a later time. She notified management about the matter, and they assisted her in locating her error."

On May 29, 2013 Honeycutt emailed the global security and investigations unit regarding the May 22, 2013 incident. She explained: "Tellers and custodians that sell must carry the buy/sell to the receiving teller or custodian to verify and receive the buy/sell ticket for accuracy. Peter Leiva did not follow these procedures. I did not receive the cash or the buy/sell from

policy procedures from Peter Leiva and the cash was not in the vault when I viewed and counted the cash because the cash was in Peter Leiva's cash box, from Zeidi Martinez words." Honeycutt did not explain how she balanced her vault cash count when, as she acknowledged, $500 was missing from the vault on May 22, 2013.

On May 30, 2013 Martinez sent the human resources department and her district manager a formal request to terminate Honeycutt's employment. Regarding the April 4, 2013 incident, Martinez said: "Patrice Honeycutt stated that she balanced her vault at the end of her work shift and had indicated to management that her cash box was over $500 the next day. As she is the vault custodian, branch manager Zeidi Martinez counted the vault in dual control with [Honeycutt] and discovered she had $500 less in her vault than what she had originally counted. Upon review of her [electronic journal] she indicated she had $1800.00 in 5's as opposed to $1300.00 that was actually accounted for."

On May 31, 2013, Honeycutt requested a disability leave of absence. On June 28, 2013, Chase informed Honeycutt she did not qualify for disability benefits. On July 3, 2013 Chase informed Honeycutt that it was terminating her employment "for misconduct." Honeycutt filed a complaint against Chase with the Department of Fair Employment and Housing alleging discrimination, harassment, and retaliation.

C. Honeycutt Files This Action Against Chase, Chase Prevails in Arbitration, the Trial Court Confirms the Arbitration Award, and We Reverse

Honeycutt filed this action against Chase in November 2013. She asserted causes of action for racial discrimination; disability discrimination; retaliation; harassment; failure to prevent discrimination, retaliation, and harassment; negligence and negligent infliction of emotional distress; negligent hiring, supervision, and retention; intentional infliction of emotional distress; wrongful termination in violation of public policy; and battery.

In March 2014 the trial court granted Chase's petition to compel arbitration of Honeycutt's complaint. (*See Honeycutt I*, *supra*, 25 Cal.App.5th at p. 915.) The arbitrator conducted a six-day arbitration in April 2016. In November 2016 the arbitrator issued a final award against Honeycutt on all her causes of action, and the trial court confirmed the award. Honeycutt appealed, and we reversed the judgment because the arbitrator failed to comply with certain mandatory disclosure requirements under the California Rules of Court, Ethics Standards for Neutral Arbitrators in Contractual Arbitration (Ethics Standards). (*Honeycutt I*, at pp. 927-932.)

D. Chase Prevails in the Second Arbitration

The parties returned to arbitration with a different arbitrator. The new arbitrator conducted a 21-day arbitration during 2021 and 2022. Honeycutt argued primarily that she suffered race-based harassment and discrimination throughout her employment at Chase and that Chase ultimately terminated her

employment because she complained about the discrimination and harassment. Chase argued it terminated Honeycutt's employment because she engaged in "a serious integrity issue and a violation of Chase's Code of Conduct" by force balancing the vault on April 4, 2013. Chase said that it "uniformly terminates employees whenever it determines they engaged in force balancing" and that "Chase would have made the same decision to terminate Honeycutt's employment in all circumstances. . . . Discrimination and retaliation were not factors, let alone substantial motivating factors, for Honeycutt's termination."

The (second) arbitrator issued his award in December 2022. Regarding Honeycutt's main argument —that Chase unlawfully terminated her employment— the arbitrator found Chase terminated Honeycutt's employment for a legitimate, nondiscriminatory reason. Specifically, the arbitrator found that, under Chase's established disciplinary policies, force balancing was (standing alone) a dischargeable offense. One of Chase's policies, titled "Balancing Teller/Vault Cash," stated: "Falsification of balancing documentation with the intent to defraud the bank may result in criminal investigation and/or termination." Section 3.2 of Chase's Code of Conduct also prohibited falsifying records: "Never falsify any book, record or account that relates to the business of our Company . . . . " And Section 1.2 of the Code of Conduct provided "discharge is an appropriate punishment for Code of Conduct violations." Chase's witnesses uniformly testified "force balancing is knowingly imputing a false cash count to match the balance in the electronic system. It occurs when a teller attempts to hide an outage rather than reporting it." They also testified "Chase routinely

terminates employees for a single incident of force balancing without first applying progressive discipline."

The arbitrator also found that Chase reasonably determined Honeycutt engaged in force balancing on April 4, 2013 and that Chase terminated her employment solely for that reason. The arbitrator found that Honeycutt said to Williams on April 4, 2013, to Martinez on April 5, 2013, and to Chase's investigator on May 28, 2013 she knew her cash count was $500 short on April 4, 2013 and that she falsely posted a $500 overage to her cash drawer to make it appear the vault was in balance so she could identify the problem after the fact. The arbitrator found that "Honeycutt could not provide a credible explanation for her series of actions" on the night of April 4, 2013 and that "Chase management and investigators were justified in concluding that these actions constituted force balancing. Chase's interpretation of Honeycutt's actions was reasonable and defensible. Chase's decision to terminate Honeycutt for her actions on April 4 was in compliance with its policies, was a justifiable response to Honeycutt's misconduct, and was for a legitimate, nondiscriminatory reason."

The arbitrator rejected Honeycutt's claim race was a substantial motivating factor in Chase's decision to terminate her employment. The arbitrator observed that, though Honeycutt testified about numerous alleged incidents of racial harassment (and even unwanted touching) that occurred in the presence of other employees and customers, she offered nothing beyond her testimony to support her allegations. According to the arbitrator, Honeycutt did not, for example, submit any corroborating testimony from other witnesses or documentary evidence she complained

about the harassment and alleged battery. Meanwhile, the arbitrator concluded, Chase's witnesses emphatically denied observing the sort of "racial taunts" Honeycutt alleged. The arbitrator also found that, because Honeycutt was unable to recall exactly when the offensive conduct occurred, she did not testify any harassment took place within the applicable limitations period. Finally, the arbitrator ruled, Honeycutt failed to show the Chase employees involved in the force balancing investigation and the decision to terminate her employment (Martinez, district manager Raul Vasquez, and the global security and investigations investigator) acted with the intent to discriminate. The arbitrator ruled against Honeycutt on her causes of action for racial discrimination, retaliation, harassment, wrongful termination in violation of public policy, and the derivative emotional distress claims.

Regarding the disability discrimination cause of action, the arbitrator found Honeycutt "provided no evidence demonstrating a discriminatory animus towards Honeycutt based on her alleged disability or request for disability leave, or that it was a substantial motivating factor in Chase's decision to terminate her employment." On the battery cause of action, the arbitrator ruled that Honeycutt described several instances of harmful or offensive touching by Williams and three other Chase employees, but that she did not testify whether the incidents occurred within the applicable two-year limitations period. And on the cause of action for negligent hiring, training, and supervision, the arbitrator said that Honeycutt, in her closing arbitration brief, said six Chase employees "'were or became unfit or incompetent to perform the work for which they were hired,'" but that Honeycutt "provided

no evidence of any kind" relating to that cause of action.

E. The Trial Court Confirms the Arbitration Award and Enters Judgment

Chase filed a petition to confirm the arbitration award, and Honeycutt filed a petition to vacate it. Honeycutt asked the court to vacate the award because (1) the arbitrator manifestly disregarded the law, including Government Code section 12923 and the continuing violation exception to the statute of limitations; (2) the arbitrator failed to make required disclosures regarding possible conflicts of interest; (3) the arbitrator was biased against Honeycutt; and (4) the arbitrator failed to respond fully to Honeycutt's requests for information about the disclosures he made regarding the arbitration.

The court granted Chase's petition to confirm the arbitration award and denied Honeycutt's petition to vacate it. The court ruled that the arbitrator did not manifestly disregard the law or the facts of the case and that Honeycutt forfeited any argument regarding the continuing violation doctrine by failing to raise it in the arbitration. The court also ruled Honeycutt failed to identify any matters the arbitrator was required to, but did not, disclose. And, the court ruled, regarding Honeycutt's remaining allegations of misconduct by the arbitrator, Honeycutt failed to show any corruption or misconduct causing substantial prejudice. The court entered judgment on the award, and Honeycutt timely appealed.

DISCUSSION

A. Honeycutt's Challenge to the Court's Order Striking Her Supplemental Brief Is Forfeited and Meritless

Honeycutt first argues the court erred in granting Chase's request to strike her supplemental reply brief in support of her petition to vacate the arbitration award. Well, sort of. Her opening brief on appeal includes a section heading titled "The Trial Court Should Not Have Stricken the Supplemental Reply Brief." What follows, however, is a single paragraph describing the content of the brief. That's it. Honeycutt does not make a legal argument or explain how the trial court erred. By failing to cite any legal authority or provide any relevant legal discussion, Honeycutt forfeited the argument. (*See Howard Jarvis Taxpayers Assn. v. Powell* (2024) 105 Cal.App.5th 955, 959 [asserting a point but failing "to support it with reasoned argument and citations to authority" forfeits it]; *Delta Stewardship Council Cases* (2020) 48 Cal.App.5th 1014, 1075 [party forfeits an argument by failing "to support it with reasoned argument and citations to authority"]; *In re Tobacco Cases II* (2015) 240 Cal.App.4th 779, 808 ["'a party's failure to perform its duty to provide argument, citations to the record, and legal authority in support of a contention'" forfeits the issue].)

Forfeiture aside, Honeycutt's argument lacks merit. In her (stricken) supplemental reply brief, Honeycutt argued the arbitrator failed to disclose "a clear conflict of interest"; in particular, his work for the Los Angeles Unified School District relating to two cases where counsel for Honeycutt apparently represented the plaintiffs in employment cases against the District.

As we will discuss, however, the arbitrator was not required to disclose work he performed for the District. Thus, even if the court erred in striking the supplemental reply brief, any error was harmless. (*See Audish v. Macias* (2024) 102 Cal.App.5th 740, 751 [""To prevail on appeal, an appellant must establish both error and prejudice from that error.""]; see also Cal. Const., art. VI, § 13 [court shall not set aside a judgment or grant a new trial unless error results in a miscarriage of justice].)

B. The Arbitrator Did Not Fail To Make Required Disclosures

Honeycutt argues the arbitrator "exceeded his powers by failing to recuse himself" and was "required to disclose grounds for disqualification and failed to do so." The arbitrator, however, did not fail to disclose any required information.

1. Applicable Law and Standard of Review

Arbitrators must "disclose to the parties any grounds for disqualification" to "ensure that a neutral arbitrator serves as an impartial decision maker." (*Haworth v. Superior Court* (2010) 50 Cal.4th 372, 381, fn. omitted (*Haworth*); accord, *Perez v. Kaiser Foundation Health Plan, Inc.* (2023) 91 Cal.App.5th 645, 652; see also Code Civ. Proc., § 1281.9, subd. (a) [proposed neutral arbitrator must "disclose all matters that could cause a person aware of the facts to reasonably entertain a doubt that the proposed neutral arbitrator would be able to be impartial"].)[1] "Based upon these disclosures, the parties are afforded an oppor-

[1] Undesignated section references are to the Code of Civil Procedure.

tunity to disqualify the proposed neutral arbitrator." (*Haworth*, at p. 381; accord, *Perez*, at p. 652; *see* § 1281.91, subds. (b), (d).) The failure to disclose a ground for disqualification on a timely basis is a ground for vacating an arbitration award. (§ 1286.2, subd. (a)(6)(A); *Haworth*, at p. 381; *Perez*, at p. 652.) "We review de novo the trial court's ruling on a motion to vacate an arbitration award based on the arbitrator's failure to make a required disclosure. We review any factual findings or resolutions of disputed factual issues for substantial evidence. (*Honeycutt I*, *supra*, 25 Cal.App.5th at p. 925; *see Haworth*, at p. 383.)

The Code of Civil Procedure imposes disclosure obligations on neutral arbitrators. Section 1281.9, subdivision (a), provides an arbitrator must disclose "any ground specified in Section 170.1 for disqualification of a judge," as well as "matters required to be disclosed by the ethics standards for neutral arbitrators adopted by the Judicial Council." (*See Haworth*, *supra*, 50 Cal.4th at p. 381 ["[t]he applicable statute and standards enumerate specific matters that must be disclosed"]; *Honeycutt I*, *supra*, 25 Cal.App.5th at p. 922 ["The Code of Civil Procedure and the Ethics Standards impose various disclosure obligations on neutral arbitrators."].) For example, the arbitrator must disclose "specified relationships between the arbitrator and the parties to the arbitration, including involvement in prior arbitrations, an attorney-client relationship with any attorney involved in the arbitration, and any significant personal or professional relationship with a party or an attorney involved in the arbitration." (*Haworth*, *supra*, 50 Cal.4th at p. 381; *see* § 1281.9, subd. (a)(3)-(6).)

The Ethics Standards also require a neutral arbitrator to disclose professional and personal relationships with the parties and attorneys involved in an arbitration. (*See Haworth*, *supra*, 50 Cal.4th at p. 381 ["The Ethics Standards require the disclosure of 'specific interests, relationships, or affiliations' and other 'common matters that could cause a person aware of the facts to reasonably entertain a doubt that the arbitrator would be able to be impartial.'"]; *Honeycutt I*, *supra*, 25 Cal.App.5th at pp. 922-923 [same].) Ethics Standard 7 requires an arbitrator to "disclose all matters that could cause a person aware of the facts to reasonably entertain a doubt that the arbitrator would be able to be impartial . . . . " (Ethics Standards, std. 7(d); *see Honeycutt I*, *supra*, 25 Cal.App.5th at pp. 910-911.) For example, Standard 7(d)(1)-(3) requires an arbitrator to disclose family or other "significant personal relationships" between the arbitrator and his or her immediate family members and "any party or a lawyer for a party," including current or past private practice associations with "a lawyer in the arbitration." Ethics Standard 7(d)(4)-(5) requires the arbitrator to disclose whether the arbitrator is serving or has recently served as an arbitrator or a non-arbitrator neutral in another prior or pending case involving "a party to the current arbitration or a lawyer for a party." Standard 7(d)(7) requires an arbitrator to disclose "[a]ny attorney-client relationship the arbitrator has or has had with a party or lawyer for a party," and Standard 7(d)(9) requires an arbitrator to disclose "[a]ny other professional relationship not already disclosed under paragraphs (2)-(8) that the arbitrator or a member of the arbitrator's immediate family has or has had with a party or lawyer for a party."

2. The Arbitrator Did Not Have to Disclose the Information Identified by Honeycutt

Honeycutt identifies two relationships she contends the arbitrator should have disclosed. Neither required disclosure.

First, Honeycutt argues the arbitrator should have disclosed "his roles as [a] fact witness and expert witness in [Los Angeles Unified School District] employment cases and his role as a Personnel Commissioner for LAUSD." Honeycutt asserts that her attorney represented the plaintiffs in two cases against LAUSD (*Cicely Flemming v. Los Angeles Unified School District* and *Tabitha Lawson v. Los Angeles Unified School District*) and that the arbitrator "was involved as a member of the LAUSD Personnel Commission and was involved in personnel decisions," including LAUSD's decision to terminate the employment of both plaintiffs represented by counsel for Honeycutt.

There are several problems with Honeycutt's argument. As an initial matter, the record does not contain any evidence the arbitrator participated in employment decisions related to either of the plaintiffs represented by counsel for Honeycutt.[2] In any event,

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[2] Honeycutt says the evidence supporting her factual assertions is (somewhere) in her 5,400-page request for judicial notice. Honeycutt's request for judicial notice, much of which asks us to take judicial notice of the truth of facts contained in various documents, is denied. (*See Glassman v. Safeco Ins. Co. of America* (2023) 90 Cal.App.5th 1281, 1307 ["even if a reviewing court takes judicial notice of documents, it is not for the truth of matters asserted therein"]; *Gilman v. Dalby* (2021) 61 Cal.App.5th 923, 930 [reviewing court will deny requests for judicial notice where "they seek judicial notice for an improper purpose—

even if the arbitrator had worked for LAUSD, he did not need to disclose that fact. As discussed, the relevant standards require an arbitrator to disclose relationships between the arbitrator and the parties to the arbitration and their counsel, and those disclosures are designed to elicit facts relevant to an arbitrator's ability to be impartial. Honeycutt does not argue that, in working for LAUSD, the arbitrator had any relationship with Chase or its attorneys. Nor does Honeycutt argue the arbitrator, through his work with LAUSD, had a relationship with (or bias against) Honeycutt or her counsel. Indeed, she doesn't even claim the arbitrator ever met counsel for Honeycutt before this arbitration. Thus, even if (as Honeycutt claims without evidentiary support) the arbitrator worked for LAUSD at some point, and even if counsel for Honeycutt represented plaintiffs who sued LAUSD at some point, the rules governing disclosure did not require the arbitrator to disclose those facts.

Second, Honeycutt argues the arbitrator should have disclosed "[t]he potential conflict of interest in

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namely, for the truth of the matters asserted in the documents"].) In addition, Exhibit 1A to the request is the supplemental reply brief discussed in section A of the Discussion. Exhibit 1B is already part of the record. The trial court sustained Chase's evidentiary objections to Exhibits 1C and 2A, and Honeycutt does not challenge those rulings. The remaining exhibits (2B through 8B) appear to be documents filed in other, unrelated cases. Honeycutt does not explain why those documents are relevant, nor did she submit them to the trial court. (*See Meridian Financial Services, Inc. v. Phan* (2021) 67 Cal.App.5th 657, 687, fn. 10 [appellate court may decline to take judicial notice of "'matters not relevant to dispositive issues on appeal'" and matters that "'should have been presented to the trial court for its consideration in the first instance'"]; *see also* Evid. Code, §§ 452, 459.) Chase's request for judicial notice is also denied.

the matters of *Perez v. Kaiser Foundation Hospitals et al.* Case No. CIVDS1920836 and *Tamblyn Johnson v. Kaiser Foundation Hospitals et al*. Case No. BC-699355." Honeycutt says attorneys at the arbitrator's law firm (but not the arbitrator) "represented the union for Kaiser employees, and [Honeycutt's] counsel represented those employees in lawsuits against Kaiser. Those employees filed union grievances, and those matters went to trial in both instances in which the plaintiffs prevailed." Again, there is no evidence counsel for Honeycutt or the arbitrator's law firm worked on opposing sides in either case or any other litigation. And again, even if Honeycutt's claim is true, the arbitrator did not have to disclose any such facts because the parties to the prior litigation are not involved in this one. (*See Agri-Systems, Inc. v. Foster Poultry Farms* (2008) 168 Cal.App.4th 1128, 1139-1140 [arbitrator was not required to disclose that his firm represented a third party, even though the third party was a creditor of, and therefore had interests adverse to, a party to the arbitration].)

Nor would the facts offered by Honeycutt cause an objective, reasonable person to doubt the impartiality of the arbitrator in this case. (*See Haworth*, *supra*, 50 Cal.4th at pp. 385-386 ["[t]he question . . . is how an objective, reasonable person would view [the arbitrator's] ability to be impartial" under the circumstances].) "'Impartiality' entails the 'absence of bias or prejudice in favor of, or against, particular parties or classes of parties, as well as maintenance of an open mind.' . . . Judges, like all human beings, have widely varying experiences and backgrounds. Except perhaps in extreme circumstances, those not directly related to the case or the parties do not disqualify

them." (*Id.* at p. 389; accord, *Grabowski v. Kaiser Foundation Health Plan, Inc.* (2021) 64 Cal.App.5th 67, 78.) Honeycutt attempts to cast doubt on the arbitrator's impartiality by pointing to relationships between him and two entities (LAUSD and an employee union) wholly unrelated to this arbitration. But as stated, there is no evidence the arbitrator formed favorable relationships with or developed hostility toward any of the parties or attorneys in *this* arbitration. Nothing about the facts Honeycutt cites (even if there were evidence to support them) suggests the arbitrator favored Chase or harbored ill will toward, or was biased against, Honeycutt. (*See Haworth*, at p. 389 ["'An impression of possible bias in the arbitration context means that one could reasonably form a belief that an arbitrator was biased *for or against a party for a particular reason*.'"].) Indeed, the Supreme Court has repeatedly rejected the "broad interpretation of the appearance-of-partiality rule" Honeycutt advances here because such a rule "could subject arbitration awards to after-the-fact attacks by losing parties searching for potential disqualifying information only after an adverse decision has been made." (*Id.* at pp. 394-395.)

C. The Arbitrator Did Not Manifestly Disregard the Law

"California law favors alternative dispute resolution as a viable means of resolving legal conflicts. 'Because the decision to arbitrate grievances evinces the parties' intent to bypass the judicial system and thus avoid potential delays at the trial and appellate levels, arbitral finality is a core component of the parties' agreement to submit to arbitration.' [Citation.] Generally, courts cannot review arbitration awards for errors of fact or law, even when those errors appear

on the face of the award or cause substantial injustice to the parties." (*Richey v. AutoNation, Inc.* (2015) 60 Cal.4th 909, 916; accord, *Valencia v. Mendoza* (2024) 103 Cal.App.5th 427, 440; *Cohen v. TNP 2008 Participating Notes Program, LLC* (2019) 31 Cal.App.5th 840, 868.)

Honeycutt argues "the arbitrator's misconduct and manifest disregard of law and evidence substantially prejudiced" her rights. Manifest disregard is a standard under federal law, not California law. (*See Pearson Dental Supplies, Inc. v. Superior Court* (2010) 48 Cal.4th 665, 679, fn. 3 [California standard "does not include a 'manifest disregard' exception"].) Whether it applies depends on whether the arbitration agreement, which here states it is governed by the Federal Arbitration Act, incorporates this standard, an issue the parties do not discuss. Nevertheless, assuming the federal "manifest disregard of the law" standard applies here (an issue we do not reach), Honeycutt has not shown the arbitrator manifestly (or even slightly) disregarded the law.

Honeycutt argues "'recogniz[ing] the applicable law and then ignor[ing] it' constitutes a manifest disregard of the law mandating *vacatur*" of an arbitration award. That's the rule in federal court. "Vacatur under § 10(a)(4) [of the Federal Arbitration Act (FAA)] is warranted when an arbitration award exhibits a manifest disregard of law or is completely irrational. '[M]anifest disregard . . . requires something beyond and different from a mere error in the law or failure on the part of the arbitrators to understand and apply the law.' [Citation.] 'To demonstrate manifest disregard, the moving party must show that the arbitrator understood and correctly stated the law, but proceeded to disregard

the same.' [Citation.] 'There must be some evidence in the record, other than the result, that the arbitrators were aware of the law and intentionally disregarded it.'" (*HayDay Farms, Inc. v. FeeDx Holdings, Inc.* (9th Cir. 2022) 55 F.4th 1232, 1240-1241; *see Coutee v. Barington Capital Group, L.P.* (9th Cir. 2003) 336 F.3d 1128, 1133 ["Manifest disregard of the facts is not an independent ground for vacatur in this circuit."].)

The manifest disregard of the law standard—a creature of federal procedural law—does not usually apply in California. "The manifest disregard standard is a judicially created basis for reviewing an award under the FAA [citation] and is sometimes described as a judicial 'gloss' on the statutory grounds, specifically section 10(a) of the FAA [citation]. Regardless, the manifest disregard standard, like the statutes on which it is based, constitutes procedural law under the FAA." (*Mave Enterprises, Inc. v. Travelers Indemnity Co.* (2013) 219 Cal.App.4th 1408, 1423, fn. 5.) "'[T]he FAA's *procedural* provisions (9 U.S.C. §§ 3, 4, 10, 11) do not apply unless the contract contains a choice-of-law clause expressly incorporating them.' [Citation.] '[T]he question is not whether the parties adopted the [California Arbitration Act's] procedural provisions: The state's procedural statutes (§§ 1281.2, 1290.2) apply by default because Congress intended the comparable FAA sections (9 U.S.C. §§ 3, 4, 10, 11) to apply in federal court.'" (*Victrola 89, LLC v. Jaman Properties 8 LLC* (2020) 46 Cal.App.5th 337, 345; *see Cronus Investments, Inc. v. Concierge Services* (2005) 35 Cal.4th 376, 387, 394 [parties to an arbitration agreement may "designate that any arbitration proceed-

ing should move forward under the FAA's procedural provisions rather than under state procedural law"].)

The trial court ruled the manifest disregard standard applied here because the arbitration agreement "states that it is governed by the FAA." The arbitration agreement provides in paragraph 17: "Because of the interstate nature of Washington Mutual's business, this Agreement is governed by the Federal Arbitration Act, 9 U.S.C. 51 et seq. . . . The provisions of the FAA (and to the extent not preempted by the FAA, the provisions of the law of the state of my principal place of employment with Washington Mutual that generally apply to commercial arbitration agreements, such as provisions granting stays of court actions pending arbitration) are incorporated into this Agreement to the extent not inconsistent with the other terms of this agreement." The trial court and the parties apparently assumed this language evidenced the parties' intent to apply the FAA's procedural rules and the manifest disregard standard. But because the arbitration agreement states it is governed by the FAA as well as non-preempted provisions of California law, it is unclear whether the standard to vacate an arbitration award is governed by federal or state law. As stated, the parties did not brief the issue.

In any event, even if the federal standard applies, the arbitrator did not manifestly disregard the law. Honeycutt argues the arbitrator disregarded Government Code section 12923 because he ruled against her on her causes of action for discrimination and harassment, even though she presented "direct evidence of discrimination." Specifically, Honeycutt refers to an "HR note that documented the discussion between Martinez and HR, in which Martinez was instructed

to wait until [global security and investigations] talked to Honeycutt about force balancing, because Honeycutt had been claiming discrimination and it would be a strong [basis] to 'move to terminate her' for misconduct . . . . "

The arbitrator did not disregard the law. He did, however, give the evidence Honeycutt cites less weight than she does, something the arbitrator, as the fact-finder, was entitled to do. The arbitrator explained: "Honeycutt proved that Chase authorities decided that, rather than investigate Honeycutt's performance issues and her claims of harassment and discrimination, they would await the conclusion of [global security and investigation]'s investigation, which was imminent. They chose this course of action because of the serious nature of the misconduct and the likelihood that Honeycutt would soon be discharged for force balancing. [¶] While it is easy to find fault with this approach, Chase's decision to await the results of the force balancing investigation does not undermine the investigation itself or its result, or call into question Chase's decision to terminate Honeycutt for her misconduct. Chase's purposeful failure to investigate Honeycutt's charges is concerning, but it does not affect my ultimate finding that Chase terminated Honeycutt for a legitimate, non-discriminatory reason." Far from demonstrating a manifest disregard of the law, the arbitrator's explanation shows he properly applied the law to the facts. The plaintiff in an employment discrimination case must show a nexus between an employer's alleged discriminatory conduct and the employer's adverse employment action. (*See Wawrzenski v. United Airlines, Inc.* (2024) 106 Cal.App.5th 663, 684-685 [plaintiff asserting a cause of action for

employment discrimination "'must establish a causal nexus between the adverse employment action and [her] protected characteristic'"].) Ruling against a claimant in an arbitration does not mean the arbitrator ignored the law or the evidence.

Honeycutt also argues that, because the arbitrator found against her on her discrimination cause of action, the arbitrator ignored the law and evidence of disparate treatment. But the arbitrator did not ignore that legal theory either: "Chase has established that a reasonable basis exists for varying the penalties administered to Honeycutt for her actions on April 4 and to Leiva for [his] actions on May 22. Chase determined that Leiva miscounted his vault through inattention or carelessness, while Honeycutt knowingly entered false data to portray her vault as in balance. In these circumstances, it was reasonable to issue a written warning to Leiva while terminating Honeycutt."

Honeycutt further argues the arbitrator erred in applying the statute of limitations and "ignored the continuing violation doctrine." Without citing any evidence (or identifying which cause of action she is discussing), Honeycutt asserts she "testified to facts that established a pattern of conduct that occurred at least in part within the statute of limitations period." It appears Honeycutt is referring to the arbitrator's finding she did not prove her battery cause of action. The arbitrator acknowledged "Honeycutt described several instances of harmful or offensive touching by Williams [and others]. They included hitting Honeycutt's shoulder, pulling her by her arm, shoving her, and grabbing her hair." But Chase argued any acts of harassment that occurred prior to September 17, 2012 (one year before Honeycutt filed her complaint with the

Department of Fair Employment and Housing) would not be actionable, and the arbitrator ruled Honeycutt failed to testify that any of the unwanted touching occurred within the limitations period. The arbitrator said it was "Honeycutt's burden to establish that the alleged intentional torts occurred during the limitations period, but she did not give any clear indication of when they took place." The arbitrator similarly concluded, regarding Honeycutt's harassment cause of action, that she "could not confirm that any of the harassing remarks or offensive conduct" occurred within the limitations period.

Honeycutt complains the arbitrator disregarded some evidence of battery and harassment: "[T]he crucial point is that the conduct really happened, which [the arbitrator] chose to disregard in Chase's favor. [The arbitrator] obviously believed that the conduct occurred, as he cites to the testimony of Honeycutt and the branch manager Conte that was corroborated." As discussed, however, an arbitrator's disregard of *facts* does not justify vacating an arbitration award, even under federal law. (*See Biller v. Toyota Motor Corp.* (9th Cir. 2012) 668 F.3d 655, 669 ["'[m]anifest disregard of the facts [alone] is not an independent ground for vacatur in this circuit.'"].) And to the extent the arbitrator may have erred by ruling Honeycutt had the burden to show the offensive conduct occurred within the limitations period—an issue Honeycutt does not raise—such an error would be a mistake, not a manifest disregard of the law. (*See Luong v. Circuit City Stores, Inc.* (9th Cir. 2004) 368 F.3d 1109, 1112 ["'Manifest disregard of the law means something more than just an error in the law or a failure on the part of the arbitrators to understand or apply the

law.'"].) There is no evidence the arbitrator recognized, then refused to apply, the correct legal standard. (*See Biller*, at p. 665 [""To vacate an arbitration award on this ground [manifest disregard of the law], "[i]t must be clear from the record that the arbitrators recognized the applicable law and then ignored it.""].)

D. There Is No Evidence the Arbitrator Was Biased Against Honeycutt

Finally, Honeycutt argues the arbitrator's conduct during the arbitration evidenced bias against her and in favor of Chase. Honeycutt offers no legal analysis to support her argument and has therefore forfeited it too. In any event, the arbitrator did not show bias during the arbitration.

After asserting the arbitrator "displayed bias in favor of" Chase, Honeycutt states: "He allowed Chase's lawyers to berate Honeycutt, and to accuse her of lying and cheating, making Honeycutt cry during the arbitration, required [Honeycutt] to scan private areas of her home in response to the accusations, closed the door to his home office when Honeycutt testified, allowed Chase's lawyers along with their in-house counsel and third party witnesses whom [Honeycutt's counsel] was examining to go into Zoom break rooms to be coached about their testimony throughout the day, and took notes for defense witnesses but not during Honeycutt's testimony about her damages." Honeycutt does not cite any evidence to support this statement, nor does she discuss any legal principles governing arbitrator bias or conduct, again forfeiting the issue. (*See Audish v. Macias*, *supra*, 102 Cal.App.5th at p. 751; *Champir, LLC v. Fairbanks Ranch Assn.* (2021) 66 Cal.App.5th 583, 597.)

In any event, Honeycutt's argument lacks merit. "Pursuant to section 1286.2, subdivision (a)(3), an award must be vacated where '[t]he rights of the party were substantially prejudiced by misconduct of a neutral arbitrator.' 'Misconduct' in this context includes actions that create a reasonable impression of possible bias." (*FCM Investments, LLC v. Grove Pham, LLC* (2023) 96 Cal.App.5th 545, 552-553.) Courts have vacated arbitration awards where there is evidence the arbitrator considered and relied on impermissible factors, such as race or gender. (*See id.* at pp. 549, 556-560 [award vacated where the arbitrator found the defendant lacked credibility solely because she used an interpreter, thus creating a "reasonable impression of possible bias"]; *Betz v. Pankow* (1993) 16 Cal.App.4th 919, 922-923 ["decisions biased by discriminatory considerations of race, ethnicity or gender are not tolerated by the adjudicatory process, whether in the courts or in alternate forums for dispute resolution"].) "In evaluating arbitrator bias, we consider all relevant contextual facts." (*FCM Investments*, at p. 558.) To determine whether an arbitration award should be vacated under section 1286.2, including for misconduct by the arbitrator, we review the trial court's decision de novo. (*See, e.g.*, *Bacall v. Shumway* (2021) 61 Cal.App.5th 950, 957 [reviewing de novo the trial court's order denying a petition to vacate an arbitration award based in part on allegation the arbitrator engaged in misconduct].)

The facts cited by Honeycutt (to the extent we were able to find evidentiary support for them) do not support a reasonable inference of bias on the part of the arbitrator. In her declaration in support of Honeycutt's petition to vacate the arbitration award,

counsel for Honeycutt identified three purportedly objectionable actions by the arbitrator. First, counsel stated the arbitrator "allowed Chase's lawyers to berate Honeycutt, and accuse her of lying and cheating, making Honeycutt cry during the arbitration." This statement lacks sufficient context to support a reasonable inference of bias. Did counsel for Honeycutt object to Chase's questions? Did the arbitrator overrule counsel's objections? Did the arbitrator consistently favor Chase and disfavor Honeycutt in his rulings over the course of the 21-day arbitration? Honeycutt does not provide answers to, or citations to the record regarding, any of these questions. And the arbitrator did not always rule in Chase's favor. Counsel for Chase stated in his declaration in opposition to Honeycutt's petition to vacate the award the arbitrator "made rulings against [Chase] throughout the proceedings," including, for example, denying Chase's motion for sanctions against Honeycutt, which Chase made after counsel for Honeycutt at the last minute cancelled hearing dates in October 2021 and March 2022.

Second, counsel for Honeycutt said that, "[w]henever Chase's witnesses testified, [the arbitrator] would have the door to his office open. When [Honeycutt] testified, he would close the door. It gave the appearance as if whoever he was in his home with, because he used a home office, did not want to hear Honeycutt's voice and he closed the door." It is hard to see how this conduct, if it occurred, evidenced any bias. Reasonable explanations for any such conduct abound. Another family member may have been at home during some portions of the arbitration but not others. Ambient noise may have interfered with the arbitrator's ability to hear the proceedings on some days but

not others. But nothing about the arbitrator's home office situation (about which we know virtually nothing) or his choice to close the door on some occasions but not others supports a reasonable inference the arbitrator was biased in favor of Chase.

Third, counsel for Honeycutt said the arbitrator "repeatedly allowed Chase's lawyers along with their in-house counsel and third party witnesses whom [she] was examining to go into Zoom break rooms to be coached about their testimony." Allowing Chase to use breakout rooms during virtual proceedings does not, without more, suggest the arbitrator was biased in favor of Chase. And to the extent Honeycutt objects to "coaching," it seems unlikely her counsel was privy to whatever occurred in Chase's breakout rooms. There is too little information to support a reasonable inference of bias here.

Nor does the arbitrator's award support a reasonable inference of bias in favor of Chase. (*Cf. FCM Investments, LLC v. Grove Pham, LLC*, *supra*, 96 Cal.App.5th at pp. 555-558 [court vacated an arbitration award due to bias where the arbitrator's decision was "sparse and virtually devoid of legal analysis," and the arbitrator found key defense witness "not credible based on misconceptions about English proficiency and language acquisition"].) As discussed, the arbitrator issued a well-reasoned decision finding Chase terminated Honeycutt's employment because she force balanced her vault report on April 4, 2013—a finding supported by undisputed facts, including Honeycutt's testimony. Nothing in the arbitrator's award supports a reasonable inference he reached that conclusion because of bias or on any other impermissible ground.

DISPOSITION

The judgment is affirmed. The parties' requests for judicial notice are denied. Chase is to recover its costs on appeal.

SEGAL, Acting P. J.

We concur:

FEUER, J.

STONE, J.

JUDGMENT, SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES (JUNE 1, 2023)

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

PATRICE HONEYCUTT,

Plaintiff,

v.

JPMORGAN CHASE BANK, a Delaware Corporation; JPMORGAN CHASE & CO, a Delaware Corporation; MONIQUE WILLIAMS, an Individual; and DOES 1 through 50, Inclusive,

Defendants.

Case No. BC526794

Dept. 48

Complaint Filed: November 6, 2013

Before: The Hon. Thomas D. LONG, Judge of the Superior Court.

JUDGMENT

On May 11, 2023, the Court entered an Order granting JPMORGAN CHASE BANK, N.A.'s and

JPMORGAN CHASE & CO's Petition to Confirm Arbitration Award, issued by the Arbitrator, Joseph L. Paller, Esq.

IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. Judgment is entered in favor for Defendants JPMorgan Chase Bank, N.A., JPMorgan Chase & Co., and Monique Williams, and against Plaintiff Patrice Honeycutt.

2. Plaintiff's Complaint, and any and all amendments thereto, are dismissed in their entirety as to all Defendants, and Plaintiff Patrice Honeycutt is not entitled to any recovery and shall take nothing on her Complaint and/or any amendments thereto.

3. The Clerk is ordered to enter this judgment.

/s/ The Hon. Thomas D. Long
Judge of the Superior Court

Dated: June 1, 2023

ORDER DENYING MOTION TO VACATE ARBITRATION AWARD, SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES CIVIL DIVISION (MAY 11, 2023)

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES CIVIL DIVISION
Central District, Stanley Mosk Courthouse,
Department 48

PATRICE HONEYCUTT

v.

JP MORGAN CHASE BANK, ET AL.

No. BC526794

CSR: Vienna Nguyen, #13137
ERM: None
Deputy Sheriff: None
Judicial Assistant: Emily Ma Reyes
Courtroom Assistant: Diana Ortiz

Before: Hon. Thomas D. LONG, Judge.

NATURE OF PROCEEDINGS: STATUS CONFERENCE

RESPONDENTS' PETITION TO CONFIRM ARBITRATION AWARD

PETITIONER'S PETITION TO VACATE CONTRACTUAL ARBITRATION AWARD

Pursuant to Government Code sections 68086, 70044, and California Rules of Court, rule 2.956, Vienna Nguyen, CSR #: 13137, certified shorthand reporter is appointed as an official Court reporter pro tempore in these proceedings, and is ordered to comply with the terms of the Court Reporter Agreement. The Order is signed and filed this date.

The matters are called for hearing.

The Court issues a Tentative Ruling and hears oral argument.

The Tentative Ruling is adopted as the Final Ruling of the Court.

THE PETITIONER'S PETITION TO VACATE CONTRACTUAL ARBITRATION AWARD filed by Patrice Honeycutt on 02/06/2023 is Denied.

The RESPONDENTS' PETITION TO CONFIRM ARBITRATION AWARD filed by JP Morgan Chase Bank, JP Morgan Chase & Co. on 01/23/2023 is Granted.

On November 6, 2013, Plaintiff Patrice Honeycutt filed this action against Defendants JP Morgan Chase Bank and JP Morgan Chase & Co. (collectively, "Defendants"), alleging (1) racial discrimination; (2) disability discrimination; (3) retaliation; (4) harassment; (5) failure to prevent discrimination, retaliation, and harassment; (6) negligence and negligent infliction of emotional distress; (7) negligent hiring, supervision, and retention; (8) intentional infliction of emotion distress; (9) wrongful termination in violation of public policy; and (10) battery.

On March 7, 2014, the Court Granted the Defendants' Petition to Compel Arbitration. On Febru-

ary 7, 2017, the Court Granted the Defendants' Petition to Confirm the Arbitration Award.

On August 2, 2018, the Court of Appeal reversed, and it ordered the Court to enter a new Order Denying the Petition to Confirm the Award and Granting the Petition to Vacate it. (Honeycutt v. JPMorgan Chase Bank, N.A. (2018) 25 Cal.App.5th 909.)

The parties returned to arbitration. On December 15, 2022, Arbitrator Joseph L. Paller, Jr. ("Arbitrator Paller") issued a written opinion and award denying the Plaintiff's claims in their entirety.

On January 23, 2023, the Defendants filed a Petition to Confirm the Arbitration Award. On February 6, 2023, the Plaintiff filed a Response.

On February 14, 2023, the Plaintiff filed a Petition to Vacate the Arbitration Award. On February 21, 2023, the Defendants filed a Response. The Plaintiff later filed a Reply, Supplemental Reply, and Request for Judicial Notice.

I. Procedural Concerns

The Defendants' March 20, 2023 Objection and Request to Strike is Granted in Part. The Request to Strike the Plaintiff's March 2, 2023 Reply is Denied. The Request to Strike the Plaintiff's March 17, 2023 improper Supplemental Reply and Request for Judicial Notice is Granted.

Under the Court's First Amended General Order for electronic filing, the table of contents and all attachments, including exhibits, must be bookmarked. (General Order No. 2019-GEN-014-00, at ¶¶ 6[b]-[d]; California Rules of Court, Rule 3.1110[f][4].) The Plaintiff's filings do not comply with this requirement.

This is particularly troublesome when Plaintiff's Counsel's Declaration is filed as a 368-page document with numerous exhibits and no functional bookmarks. If the Plaintiff continues to electronically file non-compliant documents, the Court may strike the filings or issue sanctions.

II. Legal Standard

A party may petition the Court to confirm, correct, or vacate an arbitration award, and a response to a petition may request that the Court dismiss the petition or confirm, correct, or vacate the award. (Code of Civil Procedure §§ 1285, 1285.2.) The petition or response must set forth (1) the substance of or have attached a copy of the agreement to arbitrate, (2) the names of the arbitrators, and (3) the award and the written opinion of the arbitrators, or attach a copy. (Code of Civil Procedure §§ 1285.4, 1285.6.) The Court must either confirm the award as made, correct the award and confirm it as corrected, vacate the award, or dismiss the proceeding. (Code of Civil Procedure § 1286.)

Under the California Arbitration Act ("CAA"), the Court must vacate the award if it determines that (1) the award was procured by corruption, fraud, or other undue means; (2) there was corruption in any of the arbitrators; (3) the rights of the party were substantially prejudiced by misconduct of a neutral arbitrator; (4) the arbitrators exceeded their powers and the award cannot be corrected without affecting the merits of the decision upon the controversy submitted; (5) the rights of the party were substantially prejudiced by the refusal of the arbitrators to postpone the hearing upon sufficient cause being shown therefor or by the refusal of the arbitrators to hear evidence

material to the controversy or by other conduct of the arbitrators contrary to the provisions of this title; or (6) an arbitrator making the award failed to make required disclosures or failed to disqualify himself. (Code of Civil Procedure § 1286.2, subd.[a].) "Because the standard for disclosure by a neutral arbitrator under section 1281.9, subdivision (a) is the same as the standard for disqualification of a judge under section 170.1, subdivision (a)(6)(A)(iii), case law applicable to judicial disqualification is relevant to the present case." (Haworth v. Superior Court (2010) 50 Cal.4th 372, 389 (Haworth).)

Under the Federal Arbitration Act ("FAA"), the Court may vacate an arbitration award only (1) where the award was procured by corruption, fraud, or undue means; (2) where there was evident partiality or corruption in the arbitrators, or either of them; (3) where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or (4) where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made. (9 United States Code § 10[a].)

III. Discussion

The Plaintiff's Motion to Vacate the Award attaches as Attachment 10c(2) her response to the Defendants' Petition to Confirm the Award. For simplicity, the Court will generally cite the Plaintiff's response to the Defendants' motion and the Defendants' response to the Plaintiff's motion.

The Plaintiff's Notice of Motion seeks to vacate the award on five grounds: (1) the award was procured by corruption and fraud, which substantially prejudiced the Plaintiff's rights; (2) Arbitrator Paller's misconduct and manifest disregard of law and evidence substantially prejudiced the Plaintiff's rights; (3) Arbitrator Paller exceeded his powers by failing to recuse himself; (4) Arbitrator Paller has testified as both an expert in employment cases involving LAUSD employees; and (5) Arbitrator Paller failed to disclose grounds for disqualification. (*See* Notice of Motion to Vacate.)

In her Response to the Defendants' Petition, the Plaintiff argues that (1) Arbitrator Paller manifestly disregarded the law on discrimination, retaliation, and harassment, including Government Code § 12923; (2) Arbitrator Paller manifestly disregarded the continuing violation doctrine; (3) Arbitrator Paller failed to make requisite disclosures; (4) Arbitrator Paller engaged in harsh treatment of the Plaintiff and bias in favor of the Defendants; and (5) Arbitrator Paller failed to timely respond to the Plaintiff's requests for information after the arbitration. (*See* Plaintiff's Response at pp. 4 - 20.)

The parties' arbitration agreement states that it is governed by the FAA. (Petition to Vacate, Attachment 4(b) at ¶ 17.)

a. Plaintiff Has Not Shown that Arbitrator Paller Exceeded His Powers by Manifestly Disregarding the Facts or Law

"[I]t is the general rule that, with narrow exceptions, an arbitrator's decision cannot be reviewed for errors of fact or law." (*Moncharsh v. Heily & Blase* (1992) 3 Cal.4th 1, 11 (Moncharsh).) The "Legislature

has set forth grounds for vacation [citation] and correction [citation] of an arbitration award and '[a]n error of law is not one of the grounds.'" (*Id.* at p. 14.) "When parties contract to resolve their disputes by private arbitration, their agreement ordinarily contemplates that the arbitrator will have the power to decide any question of contract interpretation, historical fact or general law necessary, in the arbitrator's understanding of the case, to reach a decision. [Citations.] Inherent in that power is the possibility the arbitrator may err in deciding some aspect of the case. Arbitrators do not ordinarily exceed their contractually created powers simply by reaching an erroneous conclusion on a contested issue of law or fact, and arbitral awards may not ordinarily be vacated because of such error, for "'[t]he arbitrator's resolution of these issues is what the parties bargained for in the arbitration agreement.'"" (*Gueyffier v. Ann Summers*, Ltd. (2008) 43 Cal.4th 1179, 1184.)

Under the FAA, which governs this arbitration agreement, an arbitrator's manifest disregard of the law "is shorthand for a statutory ground under the FAA, specifically 9 United States Code § 10(a)(4), which states that the court may vacate 'where the arbitrators exceeded their powers.'" (*Comedy Club, Inc. v. Improv West Associates* (9th Cir. 2009) 553 F.3d 1277, 1290.) "'Manifest disregard of the law' means something more than just an error in the law or a failure on the part of the arbitrators to understand or apply the law. [Citation.] It must be clear from the record that the arbitrators recognized the applicable law and then ignored it." (*Michigan Mut. Ins. Co. v. Unigard Sec. Ins. Co.* (9th Cir. 1995) 44 F.3d 826, 832 (*Michigan Mut. Ins. Co.*).)

The Plaintiff argues that Arbitrator Paller disregarded evidence of racial harassment. (Plaintiff's Response at pp. 4 - 11.) However, Arbitrator Paller thoroughly discussed the allegations and facts of the case. (*See* Declaration of White, Exhibit 1 ["Award"].) Specifically, Arbitrator Paller recounted the Plaintiff's testimony, largely matching the Plaintiff's arguments here. (*Id.* at pp. 17 - 20; *see* the Plaintiff's Response at pp. 6 - 11.) Arbitrator Paller then stated, "In 21 hearing days, however, no witness, other than [Plaintiff], testified to observing any of the misconduct she recounted, with one exception described below. In fact, every other testifying witness who observed or participated in the alleged interactions emphatically denied that the racial taunts or other abusive statements were made . . . . [Plaintiff] did not call any other current or former Chase employees, including those who were purportedly present when the alleged misconduct occurred, as witnesses. Nor did she produce documentary evidence, including evidence obtained from Chase, to establish that [Plaintiff] complained about these incidents, including, significantly, the multiple instances of battery, to Human Resources or to higher managers outside the branch." (Award at p. 20.) Arbitrator Paller noted that one branch manager did partially corroborate one interaction when an employee touched Plaintiff's hair and she appeared uncomfortable, but the Plaintiff never complained. (*Id.* at pp. 20 - 21.) Accordingly, Arbitrator Paller's treatment of the Plaintiff's evidence was a matter of credibility, not a manifest disregard for law or evidence in excess of his powers.

The Plaintiff also argues that Arbitrator Paller disregarded the law. (Plaintiff's Response at pp. 12 -

15.) She contends that Arbitrator Paller "knew of the facts and legal principles as alleged herein and ignored them. His award is devoid of analysis of the legal principles surrounding the Crown Act, the FEHA including Government Code Section 12923, and the continuing violation doctrine." (*Id.* at pp. 15.)

To establish a claim for harassment, a Plaintiff must demonstrate that: (1) she is a member of a protected group; (2) he was subjected to harassment because he belonged to this group; and (3) the alleged harassment was so severe that it created a hostile work environment. (*See Aguilar v. Avis Rent A Car Sys., Inc*. (1999) 21 Cal.4th 121.) Arbitrator Paller determined that the Plaintiff "did not meet her burden of proving her harassment, emotional distress, and battery claims by a preponderance of the evidence. Her factual allegations lacked credibility. Although most of the racist taunting and all of the physical assaults took place in plain view of other employees or customers, there was no testimonial or other evidentiary support for them other than Honeycutt's own testimony." (Award at p. 12.) Additionally, many of the alleged actions "constitute lawful managerial conduct, including scheduling her to take early lunches, denying a request for time off, assigning her to different teller windows, issuing corrective action, and giving performance reviews. As a matter of law, these actions are insufficient to establish unlawful harassment or discrimination." (*Ibid*.)

For claims of discrimination or retaliation, if an employer provides a legitimate reason for the adverse employment action, the burden shifts back to the employee to prove discriminatory motivation or intentional retaliation. (*Featherstone v. Southern*

California Permanente Medical Group (2017) 10 Cal.App.5th 1150, 1158 - 1159; *Yanowitz v. L'Oreal USA, Inc.* (2005) 36 Cal.4th 1028, 1042.) Here, Arbitrator Paller found that the Plaintiff's termination was not unlawful because the Defendants had legitimate and non-discriminatory reasons for terminating her employment. (Motion at pp. 16, 23.)

With respect to the Plaintiff's argument about the Award's finding of no adverse employment action (Plaintiff's Response at p. 12), the award correctly stated, with citation to legal authority, that "[w]ritten warnings unaccompanied by a suspension or demotion, and negative performance evaluations standing alone, do not constitute tangible adverse employment action." (Award at p. 21, citing *Thomas v. Department of Corrections* (2000) 77 Cal.App.4th 507.) For the Plaintiff's termination, she "did not establish that any of the personnel involved in the force balancing investigation or the termination decision harbored any racial or other prohibited animus towards her." (Award at p. 21; *see id.* at p. 23.)

The Plaintiff did not raise the continuing violation doctrine in her arbitration briefs. (*See* Defendants' Exhibit E [Plaintiff's Arbitration Brief]; Defendants' Exhibit F [Plaintiff's Closing Brief].) The Defendants did raise this doctrine in its argument about claims being time-barred, but it was not their burden to disprove its application. (Defendants' Exhibit G [Arbitration Brief] at pp. 5 - 6; Defendants' Exhibit H [Post-Arbitration Brief] at pp. 35 - 36 [recycling argument from opening brief].) At the hearing, Plaintiff's Counsel argued that the continuing violation doctrine was the subject of a motion in limine and took up ten pages in her arbitration reply brief. The Plaintiff did not

submit these documents as exhibits. Regardless, this Court cannot vacate the arbitration award due to an error in law or a failure to understand or apply the law—only a manifest disregard of the law warrants vacating the award. (*Michigan Mut. Ins. Co.*, *supra*, 44 F.3d at p. 832.) That did not occur here.

In sum, Arbitrator Paller did not demonstrate a manifest disregard for the facts or law, and he did not exceed his powers on this basis.

b. Plaintiff Has Not Identified Matters that Arbitrator Paller Was Required to, But Failed to, Disclose

The Court shall vacate an arbitration award if an arbitrator making the award "failed to disclose within the time required for disclosure a ground for disqualification of which the arbitrator was then aware." (Code of Civil Procedure § 1286.2, subd.[a][6].) A proposed arbitrator must disclose "all matters that could cause a person aware of the facts to reasonably entertain a doubt that the proposed neutral arbitrator would be able to be impartial," including "[a]ny matters required to be disclosed by the ethics standards for neutral arbitrators adopted by the Judicial Council pursuant to this chapter." (Code of Civil Procedure § 1281.9, subd.[a][2].) This duty to disclose is a continuing duty from service of the notice of the arbitrator's proposed nomination or appointment until the conclusion of the arbitration proceeding. (California Rules of Court, Ethics Standards for Neutral Arbitrators, Standard 7(f).) An arbitrator must disclose any matters within ten calendar days after he becomes aware of the matter. (*Id.*, Standard 7[c][2].)

The Plaintiff argues that Arbitrator Paller is a Personnel Commissioner of LAUSD, and in this role, he "has testified in court seeking to uphold employment decisions made by LAUSD that employees alleged were wrongful, and has made findings of whether employees receive promotions and rehire and maintain employment at LAUSD." (Plaintiff's Response at p. 18.) The Plaintiff also argues that Arbitrator Paller "failed to disclose that his law firm, Gilbert and Sackman, was involved in representing unions in at least two cases in which [Plaintiff's counsel] represented the Plaintiff." (*Ibid.*)

The Defendants argue that disclosure was not required under California Rules of Court, Ethics Standards for Neutral Arbitrators, Standard 7(d)(4)(A)(i) or Standard 7(d)(5) because Arbitrator Paller did not serve as a neutral arbitrator with the LAUSD Personnel Commission or by virtue of having colleagues that represented a Kaiser employee union. (Defendants' Response at p. 11.)

Although the Plaintiff calls this "an absurd and misleading argument," she apparently concedes that Arbitrator Paller was not serving as an arbitrator in the LAUSD or other union matters, and she argues that "[i]t is not relevant whether he was an arbitrator in LAUSD cases." (Reply at p. 8.) Instead, she frames the argument as "whether the facts in question might create an impression of possible bias." (*Ibid.*; *see* Plaintiff's Response at p. 17.)

"A proposed arbitrator or arbitrator must disclose all matters that could cause a person aware of the facts to reasonably entertain a doubt that the arbitrator would be able to be impartial, including, but not limited to" any matter that "(A) Might cause a person

aware of the facts to reasonably entertain a doubt that the arbitrator would be able to be impartial; (B) Leads the proposed arbitrator to believe there is a substantial doubt as to his or her capacity to be impartial, including, but not limited to, bias or prejudice toward a party, lawyer, or law firm in the arbitration; or (C) Otherwise leads the arbitrator to believe that his or her disqualification will further the interests of justice." (California Rules of Court, Ethics Standards for Neutral Arbitrators, Standard 7(d)(15).) "In the context of judicial recusal, '[p]otential bias and prejudice must clearly be established by an objective standard.' [Citations.] 'Judges, like all human beings, have widely varying experiences and backgrounds. Except perhaps in extreme circumstances, those not directly related to the case or the parties do not disqualify them.' [Citation.]" (*Haworth*, *supra*, 50 Cal.4th at p. 389.)

As the Defendants note (Defendants' Response at pp. 11 - 13), this case did not involve the same parties as any LAUSD matter where Arbitrator Paller was a Personnel Commissioner, nor does it involve the Kaiser employee union that Arbitrator Paller's has represented. The Plaintiff does not identify any case where her counsel represented LAUSD employees in matters involving Arbitrator Paller or in cases where her clients were adverse to the LAUSD Personnel Commission. Instead, Counsel simply declares that she has "engaged in at least three cases against LAUSD and am currently engaged in two active cases against LAUSD." (Declaration of White, ¶ 7.) Plaintiff's Counsel does not identify the cases or explain if Arbitrator Paller is involved.

Plaintiff's Counsel provides a "list of reports which show Paller's authority within LAUSD, compiled cases wherein Paller testified and/or was a witness in cases involving LAUSD." (Declaration of White, ¶ 45.) This exhibit consists of (1) the appellate opinion in *Melendez v. Los Angeles Unified School District*, where Arbitrator Paller is identified as a personnel commissioner who interviewed candidates, and his fact testimony is described; (2) the trial court order on summary judgment in the same case, where Arbitrator Paller provided a declaration; (3) the appellate opinion in *Los Angeles Unified School Dist. Personnel Commission v. Brynjolfsson*, which quotes Arbitrator Paller from a transcript of the proceedings for an appeal of discipline; (4) the appellant's opening brief in the same case, citing Arbitrator Paller and the Personnel Commission's decision; (5) the 2011 - 2012 Annual Report of the LAUSD Personnel Commission, which identifies Arbitrator Paller as the Chair of the Personnel Commission; and (6) the 2005 - 2006 Report of the LAUSD Personnel Commission, which identifies Arbitrator Paller as a member of the Personnel Commission. (Declaration of White, Exhibit K.) None of these documents show an actual or perceived conflict with this case.

The Plaintiff identifies only two cases in Los Angeles Superior Court where Arbitrator Paller's firm, Gilbert & Sackman, represented the union for Kaiser employees, and Plaintiff's Counsel represented those employees in lawsuits against Kaiser. (Declaration of White, ¶ 5.) The Court takes Judicial Notice of the fact that in those identified cases (Case No. BC598063 and Case No. BC435221), the Plaintiffs did not sue the union for Kaiser employees, so Plaintiff's Counsel and

Arbitrator Paller's firm were not representing adverse parties. Plaintiff's Counsel directs the Court to "*See* attached emails where Paller's firm was involved and he failed to disclose or recuse himself." (Declaration of White, ¶ 5; *see id.* ¶ 46.) The only such email is from a different attorney at Gilbert & Sackman, regarding improper service of a deposition subpoena for production of business records directed at a union. (Declaration of White, Exhibit L.) This does not show any ground for disqualifying Arbitrator Paller.

Plaintiff's Counsel also declares that there is a conflict of interest due to *Perez v. Kaiser Foundation Hospitals*, Case No. CIVDS1920836 (which appears to be filed in a different jurisdiction) and *Tamblyn Johnson v. Kaiser Foundation Hospitals*, Case No. BC699355, where both Plaintiffs filed union grievances. (Declaration of White, ¶ 6.) The Court takes Judicial Notice of the fact that the Plaintiff in Case No. BC699355 did not sue the Kaiser employees' union, and the Plaintiff provides no evidence of an actual conflict.

In Reply, the Plaintiff relies on cases where the arbitrator did not disclose substantial past and projected business relationships with the claimants' party attorney-appraiser, the arbitrator was employed as an expert witness by law firm representing one of the parties in unrelated case, and the arbitrator was an accountant for a party insurance company in five unrelated matters during period of arbitration. (Reply at p. 11.) The Plaintiff argues that it similar to here, where Arbitrator Paller "has not disclosed that he and his firm engaged with LAUSD and Kaiser." (*Ibid.*) But LAUSD and Kaiser are not parties to this action. This is not at all similar to the Plaintiff's cited cases. Here,

the only connection between Arbitrator Paller and a party is that he also serves as a Personnel Commissioner of LAUSD, and Plaintiff's Counsel sometimes represents the Plaintiffs in lawsuits against LAUSD.

In sum, the Plaintiff has failed to identify any actual or perceived conflict of interest that required Arbitrator Paller's disclosure and disqualification. The Plaintiff's arguments focus on Arbitrator Paller's experience and matters that are not directly related to this case or the parties, and they do not disqualify him. (*See Haworth*, *supra*, 50 Cal.4th at p. 389.) The Court finds that none of these arguments could cause a person aware of the facts to reasonably entertain a doubt that Arbitrator Paller would be able to be impartial.

c. Plaintiff Has Not Shown Corruption or Other Misconduct Causing Substantial Prejudice to Her

The Plaintiff argues that Arbitrator Paller engaged in conduct during the arbitration proceedings that left the impression that he was biased in favor of the Defendants. (Plaintiff's Response at pp. 19 - 20.) Specifically, he "allowed Chase's lawyers to berate [Plaintiff], and accuse her of lying and cheating, making [Plaintiff] cry during the arbitration," required the Plaintiff to scan private areas of her home in response to the accusations, closed the door to his home office when the Plaintiff testified, "allowed Chase's lawyers along with their in-house counsel and third party witnesses whom [Plaintiff's Counsel] was examining to go into Zoom break rooms to be coached about their testimony throughout the day," and took notes for defense witnesses but not during the Plaintiff's testimony about

her damages. (*Ibid.*; *see* Declaration of White, ¶¶ 8 - 9.)

Defendants' Counsel explains that on November 3, 2021, he requested that the Plaintiff scan her room due to her use of aids during her testimony. (Declaration of Wortman, ¶ 9.) Arbitrator Paller "did not oblige Petitioner to scan her room, but only asked generic descriptions of the contents on the table at which Petitioner was sitting." (*Ibid.*) Arbitrator Paller also made rulings against the Defendants. (Declaration of Wortman, ¶ 10.) Regarding the Zoom breakout rooms, there is no evidence that the Plaintiff or her witnesses were prohibited from doing the same. (*See* Defendants' Response at p. 19.)

Whether Arbitrator Paller "allow[ed]" Defendants' Counsel to "berate" the Plaintiff, left the door to his home office open for some witness testimony and closed it for the Plaintiff's testimony, and did not take notes regarding the Plaintiff's damages is not sufficient to find corruption or misconduct causing substantial prejudice.

d. Plaintiff's Post-Arbitration Request for Information Does Not Require Vacating the Award

The Plaintiff contends that Arbitrator Paller provided only partial responses to her Counsel's January 3, 2023 request for a copy of every Ethics Rule 7, 8 or 12 disclosure, whether initial or supplemental, that he made in this matter. (Plaintiff's Response at p. 20.) However, AAA's January 23, 2023 response to the Plaintiff's request, which was sent to all parties, states, "From the appointment of the arbitrator through to the conclusion of the matter AAA did not receive any

supplemental disclosures from Arbitrator Paller. I have attached a copy of all the original disclosures on this matter for parties' convenience." (Declaration of Wortman, Exhibit J.)

The Plaintiff does not argue—and the Court does not see—any reason for vacating the December 15, 2022 award on this basis.

IV. Conclusion

Accordingly, the Motion to Vacate the Arbitration Award is hereby Denied. The Petition to Confirm the Arbitration Award is hereby Granted. The Defendants are ordered to submit a Proposed Judgment that is consistent with the arbitration award within five days.

Judgment is to be entered for Defendant JP Morgan Chase & Co., a Delaware Corporation and Defendant JP Morgan Chase Bank, a Delaware Corporation against Plaintiff Patrice Honeycutt on the Complaint filed by PATRICE HONEYCUTT on 11/06/2013 for a total of $0.00.

Non-Appearance Case Review re Submission of Proposed Judgment is scheduled for 05/17/2023 at 08:30 AM in Department 48 at Stanley Mosk Courthouse.

Clerk is to give notice.

Certificate of Mailing is attached.

OPINION, COURT OF APPEAL OF THE STATE OF CALIFORNIA SECOND APPELLATE DISTRICT, EXCERPT (AUGUST 2, 2018)

CERTIFIED FOR PUBLICATION

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA SECOND APPELLATE DISTRICT DIVISION SEVEN

PATRICE HONEYCUTT,

Plaintiff and Appellant,

v.

JPMORGAN CHASE BANK, N.A., ET AL.,

Defendants and Respondents.

No. B281982

(Los Angeles County Super. Ct. No. BC526794)

Appeal from a judgment of the Superior Court of Los Angeles County, Malcolm H. Mackey, Judge.

Before: SEGAL J., PERLUSS, P. J., and FEUER, J.

[. . .]

DISCUSSION

A. Arbitrator Disclosure Obligations and Grounds for Vacating an Arbitration Award

1. Disclosure Under the Ethics Standards

"Courts have long struggled with the problem of ensuring not only the neutrality but also the perception of neutrality of arbitrators, who wield tremendous power to decide cases and whose actions lack, for the most part, substantive judicial review." (*Mahnke v. Superior Court* (2009) 180 Cal.App.4th 565, 573.) "'[B]ecause arbitrators wield such mighty and largely unchecked power, the Legislature has taken an increasingly more active role in protecting the fairness of the process.'" (*Royal Alliance Associates, Inc. v. Liebhaber* (2016) 2 Cal.App.5th 1092, 1105; *see Gray v. Chiu* (2013) 212 Cal.App.4th 1355, 1362 ["the Legislature has provided '"for judicial review in circumstances involving serious problems with . . . the fairness of the arbitration process"'"].) Indeed, "the Legislature has gone out of its way, particularly in recent years, to regulate in the area of arbitrator neutrality by revising the procedures relating to the disqualification of private arbitrators and by adding, as a penalty for noncompliance, judicial vacation of the arbitration award." (*Azteca Const., Inc. v. ADR Consulting, Inc.* (2004) 121 Cal.App.4th 1156, 1167 (*Azteca*).)

In 2001 the Legislature "significantly revised the disclosure requirements and procedures for disqualifying arbitrators pursuant to private or contractual arbitration" and directed the Judicial Council to adopt ethical standards for neutral arbitrators. (*Azteca*, *supra*,

121 Cal.App.4th at p. 1162; *see* Code Civ. Proc., § 1281.85.)[1] "The 2001 legislation arose out of a perceived lack of rigorous ethical standards in the private arbitration industry. Co-sponsored by the Governor and the Judicial Council, the bill sought to provide 'basic measures of consumer protection with respect to private arbitration, such as minimum ethical standards and remedies for the arbitrator's failure to comply with existing disclosure requirements.'" (*Azteca*, at p. 1165, fn. omitted.) The Legislature was concerned "'the growing use of private arbitrators—including the imposition of mandatory pre-dispute binding arbitration contracts in consumer and employment disputes—has given rise to a largely unregulated private justice industry.'" (*Id.* at p. 1165, fn. 7; *see* Hillebrand, *Should California's Ethics Rules Be Adopted Nationwide?*: *Yes! They Represent Thoughtful Solutions to Real Problems* (Fall 2002) Disp. Resol. Mag. 10 ["[t]he legislature imposed the requirement for ethics standards to 'address concerns arising through the increased use of private dispute resolution, including

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[1] Code of Civil Procedure section 1281.85 provides that "a person serving as a neutral arbitrator pursuant to an arbitration agreement shall comply with the ethics standards for arbitrators adopted by the Judicial Council pursuant to this section. The Judicial Council shall adopt ethical standards for all neutral arbitrators effective July 1, 2002. These standards shall be consistent with the standards established for arbitrators in the judicial arbitration program and may expand but may not limit the disclosure and disqualification requirements established by this chapter. The standards shall address the disclosure of interests, relationships, or affiliations that may constitute conflicts of interest, including prior service as an arbitrator or other dispute resolution neutral entity, disqualifications, acceptance of gifts, and establishment of future professional relationships." Statutory references are to the Code of Civil Procedure.

the creation of a dual justice system'"].) These developments evinced "an unmistakable legislative intent to oversee and enforce ethical standards for private arbitrators." (*Azteca*, at p. 1165.)

The Judicial Council responded to the Legislature's directive by adopting the Ethics Standards to provide "protection against specific conflicts of interest where they exist." (*Sandquist v. Lebo Automotive, Inc.* (2016) 1 Cal.5th 233, 260, fn. 8; *see Ovitz v. Schulman* (2005) 133 Cal.App.4th 830, 833 (*Ovitz*).) "Pursuant to section 1281.85, the Judicial Council adopted ethics standards and requirements for neutral arbitrators. Their express purpose is to establish the minimum standards of conduct for neutral arbitrators, to 'guide the conduct of arbitrators, to inform and protect participants in arbitration, and to promote public confidence in the arbitration process.' [Citation.] The Ethics Standards obligate arbitrators to inform themselves of matters subject to mandatory disclosure." (*Gray v. Chiu*, *supra*, 212 Cal.App.4th at pp. 1362-1363, fn. omitted.)

The Code of Civil Procedure and the Ethics Standards impose various disclosure obligations on neutral arbitrators. Section 1281.9, subdivision (a), provides "the arbitrator must disclose 'any ground specified in Section 170.1 for disqualification of a judge,' as well as 'matters required to be disclosed by the ethics standards for neutral arbitrators adopted by the Judicial Council . . . . '" (*United Health Centers of San Joaquin Valley, Inc. v. Superior Court* (2014) 229 Cal.App.4th 63, 75-76; *see Haworth v. Superior Court* (2010) 50 Cal.4th 372, 381 (*Haworth*) ["[t]he applicable statute and standards enumerate specific matters that must be disclosed"]; *Ovitz*, *supra*, 133 Cal.App.4th at p. 833

["[t]he standards require arbitrators to make comprehensive disclosures of potential grounds for disqualification"].) Significantly, "an arbitrator's duty of disclosure is a continuing one." (*Gray v. Chiu*, *supra*, 212 Cal.App.4th at p. 1363; accord, *Ovitz*, at p. 840; see also JAMS, Arbitrators Ethics Guidelines, Guideline V(D) ["[a]n Arbitrator's disclosure obligations continue throughout the course of the Arbitration"]; AAA, Code of Ethics for Arbitrators in Commercial Disputes, Canon II(D) ["[a]ny doubt as to whether or not disclosure is to be made should be resolved in favor of disclosure"].)

2. Ethics Standards 7 and 12

[. . .]

Ethics standard 12 generally describes the disclosure obligations of an arbitrator "[f]rom the time of appointment until the conclusion of the arbitration" (Ethics Standards, std. 12(a)), although some of its provisions apply to the initial disclosures a proposed arbitrator must make.

[. . .]

3. Vacatur Under the Code of Civil Procedure

Judicial review of private arbitration awards is generally limited to the statutory grounds for vacating or correcting an award. (*Moshonov v. Walsh* (2000) 22 Cal.4th 771, 775; *ECC Capital Corp. v. Manatt, Phelps & Phillips, LLP* (2017) 9 Cal.App.5th 885, 899-900 (*ECC Capital*).) One of those statutory grounds is section 1286.2, subdivision (a)(6)(A), which provides that, if the arbitrator fails "to disclose within the time required for disclosure a ground for disqualification of

which the arbitrator was then aware," the court "shall vacate the award." (*See Haworth*, at p. 381; *ECC Capital*, *supra*, 9 Cal.App.5th at p. 901; *Rebmann v. Rohde* (2011) 196 Cal.App.4th 1283, 1290; see also *La Serena Properties v. Weisbach* (2010) 186 Cal.App.4th 893, 903 ["[s]o important is this duty to disclose potential disqualifying relationships that a failure to disclose serves as a basis for setting aside the arbitration award"]; *Ovitz*, *supra*, 133 Cal.App.4th at p. 833 ["[o]n a showing that the arbitrator failed timely to disclose a ground for disqualification of which he or she was aware, the California Code of Civil Procedure requires the vacating of any award rendered by the arbitrator"].) "On its face, the statute leaves no room for discretion. If a statutory ground for vacating the award exists, the trial court must vacate the award." (*Ovitz*, at p. 845.)

We review de novo the trial court's ruling on a motion to vacate an arbitration award based on the arbitrator's failure to make a required disclosure. We review any factual findings or resolutions of disputed factual issues for substantial evidence. (*See Haworth*, *supra*, 50 Cal.4th at p. 383; *Baxter v. Bock* (2016) 247 Cal.App.4th 775, 785.)

[. . .]

2. The Arbitration Award Must Be Vacated

An arbitrator's violation of his or her disclosure obligations under the Ethics Standards, however, does not necessarily entitle a party challenging an arbitration award to an order vacating the award. As we noted in *ECC Capital*, the "statute requires vacating an award only when an arbitrator fails to disclose a ground for disqualification of which he or she was

actually aware. Section 1286.2, subdivision (a)(6)(A), requires actual awareness, not inquiry or constructive awareness." (*ECC Capital*, *supra*, 9 Cal.App.5th at p. 903.) As the party challenging the arbitration award, Honeycutt had the burden of proving actual awareness. (*See Rebmann v. Rohde*, *supra*, 196 Cal.App.4th at p. 1290; *Guseinov v. Burns* (2006) 145 Cal.App.4th 944, 957.) The trial court made no finding on whether the arbitrator was aware of the ground for disqualification.[2]

[. . .]

Under Ethics standard 7(d), an arbitrator must disclose "matters that could cause a person aware of the facts to reasonably entertain a doubt that the arbitrator would be able to be impartial," including service as an arbitrator for a party or lawyer for a party. (Ethics Standards, std. 7(d)(4)(A)(i).) Under section 1281.91, subdivision (b)(1), the pending arbitrations were grounds for disqualification of the arbitrator because they were "matters required to be disclosed by the [Ethics Standards]." (§ 1281.9, subd. (a)(2).)

[. . .]

The waiver provision in section 1281.91, subdivision (c), "applies only when the proposed arbitrator has made the requisite disclosure. This is made clear by the exception to the waiver rule posited in the last clause of the first sentence of the subdivision:

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[2] The trial court did not reach the issue whether the arbitrator was actually aware of a ground for disqualification because the trial court stated it was enough the arbitrator eventually made a disclosure after the arbitration.

' . . . unless the proposed nominee or appointee makes a material omission or material misrepresentation *in his or her disclosure*.'" (*International Alliance of Theatrical Stage Employees, etc. v. Laughon* (2004) 118 Cal.App.4th 1380, 1392; *see Ovitz*, *supra*, 133 Cal.App.4th at p. 846 [no waiver of the right to vacate an arbitration award where the arbitrator's disclosure contained a material omission]; *see also Gray v. Chiu*, *supra*, 212 Cal.App.4th at p. 1366 [rejecting waiver and estoppel arguments because the evidence of what the arbitrator failed to disclose "surfaced long after the . . . disclosure period" and because the arguments "assume[ed] that someone other than the neutral arbitrator can effectively" make the disclosure].)

[. . .]

The arbitrator disclosure rules are strict and unforgiving. And for good reason. Although dispute resolution provider organizations may be in the business of justice, they are still in business. The public deserves and needs to know that the system of private justice that has taken over large portions of California law produces fair and just results from neutral decisionmakers. (*See Gray v. Chiu*, *supra*, 212 Cal.App.4th at p. 1366 [while the rule under section 1286.2 requiring the court to vacate the award "seems harsh, it is necessary to preserve the integrity of the arbitration process"]; *Advantage Medical Services, LLC v. Hoffman* (2008) 160 Cal.App.4th 806, 822 ["'neutrality of the arbitrator [was of] . . . crucial importance'" to the Legislature]; *Azteca*, *supra*, 121 Cal.App.4th at p. 1168 ("[o]nly by adherence to the [Arbitration] Act's prophylactic remedies can the parties have confidence that neutrality has not taken a back seat to expediency"].) Although the disclosure rules the arbitrator violated

here may seem technical, they are part of the Legislature's effort to ensure that private arbitrations are not only fair, but appear fair. (*See Ceriale v. AMCO Ins. Co.* (1996) 48 Cal.App.4th 500, 504 [arbitration award may be vacated where "the record reveals facts which might create an impression of possible bias in the eyes of the hypothetical, reasonable person"].) "That all may drink with confidence from their waters, the rivers of justice," whether they flow through our public or private systems of dispute resolution, "must not only be clean and pure, they must appear so to all reasonable men and women." (*U.S. v. State of Ala.* (11th Cir. 1987) 828 F.2d 1532, 1552.)

DISPOSITION

The judgment is reversed and remanded with directions for the trial court to vacate its order granting the petition to confirm the arbitration award and denying the petition to vacate it, and to enter a new order denying the petition to confirm the award and granting the petition to vacate it. Honeycutt is to recover her costs on appeal.

SEGAL, J.

We concur:

PERLUSS, P. J.

FEUER, J.

APPEAL TRANSCRIPT, COURT OF APPEAL OF THE STATE OF CALIFORNIA SECOND APPELLATE DISTRICT, EXCERPTS (MAY 11, 2023)

COURT OF APPEAL OF THE STATE OF CALIFORNIA SECOND APPELLATE DISTRICT

PATRICE HONEYCUTT,

Plaintiff-Appellant,

v.

JP MORGAN CHASE BANK,

Defendant-Respondent.

No. BC526794

Appeal from the Superior Court of Los Angeles County

Volume 1 of 1

Before: Hon. Thomas D. LONG, Judge Presiding.

[May 11, 2023, Transcript]

[. . .]

THE COURT: Well, let me suggest–let me interject. You're so far down in the weeds in this that maybe—that we have to have a broader perspective on this.

Notwithstanding what you're saying—let's suppose the court got it incorrect. I don't think the kinds of errors—alleged errors of law you identify are an appropriate basis to vacate an arbitration award.

MS. WHITE: I understand, Your Honor.

THE COURT: So the issues you're raising doesn't make any difference to my decision.

MS. WHITE: Well, but your decision addresses this issue. And I was going to say that the court ruled on the defendant's motion in limine on July 22nd, 2021, denying the motion concerning the continuing violation doctrine, which the court—this court has indicated in its ruling for today's hearing.

And then after, on September 16th, 2021, we filed a comprehensive page reply to respondent's post-arbitration brief. And we discussed all of these issues of continuing violation doctrine that stretched over 10 pages.

And that was prior to the final award being issued on December 15th, 2022. So it is not correct that plaintiff did not raise the continuing violation doctrine.

THE COURT: I appreciate your raising—I appreciate your raising the correction of facts, and I will ask opposing counsel to comment on that.

What I'm trying to suggest to you is that I don't think—assuming that's correct, I don't think it makes any difference to the ruling on the motions that are before me.

[. . .]

BINDING ARBITRATION AGREEMENT (JANUARY 20, 2009)

Washington Mutual

Binding Arbitration Agreement

Washington Mutual believes that, if a dispute related to your employment here arises, it is preferable for both you and the Company that it be resolved without resorting to litigation. As part of its internal Dispute Resolution Program, which is available to all employees, the Company and its employees mutually agree that any disputes that cannot be resolved internally will go to binding arbitration, because it is a quicker and less disruptive process than litigation.

I, PATRICE HONEYCUTT, in consideration of my employment with Washington Mutual, Inc. or any of its affiliates or subsidiaries ("Washington Mutual") agree with Washington Mutual as follows:

1. Any and all disputes that involve or relate in any way to my employment (or termination of employment) with Washington Mutual shall be submitted to and resolved by final and binding arbitration.

2. Washington Mutual and I understand that by entering into this Agreement, each of us is waiving any right we may have to file a lawsuit or other civil action or proceeding relating to my employment with Washington Mutual, and waiving any right we may have to resolve employment disputes through trial by jury. We agree that arbitration shall be in lieu of any and all lawsuits or other civil legal proceedings relating to my employment.

3. This Agreement is intended to cover all civil claims that involve or relate in any way to my employment (or termination of employment) with Washington Mutual, including, but not limited to, claims of employment discrimination or harassment on the basis of race, sex, age, religion, color, national origin, sexual orientation, disability and veteran status (including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Fair Labor Standards Act, the Immigration Reform and Control Act, and any other local, state or federal law concerning employment or employment discrimination), claims for breach of any contract or covenant, tort claims, claims based on violation of public policy or statute, and claims against individuals or entities employed by, acting on behalf of, or affiliated with Washington Mutual. The only exceptions to this are:

- Claims for benefits under a plan that is governed by ERISA,
- Claims for unemployment and workers compensation benefits,
- Claims for injunctive relief to enforce rights to trade secrets, or agreements not to compete or solicit customers or employees.

4. I understand and agree that, despite anything in this Agreement to the contrary, I am not waiving the right to file a complaint or charge with any government agency authorized to address employment-related matters, including the Equal Employment Opportunity Commission, the Department of Labor, the Occupational Safety and Health Commission, the

National Labor Relations Board, the Immigration and Naturalization Service, and any other comparable local, state, or federal agency. I also understand and agree that, despite anything in this Agreement to the contrary, either party may request a court to issue such temporary or interim relief (including temporary restraining orders and preliminary injunctions) as may be appropriate, either before or after arbitration is commenced. The temporary or interim relief may remain in effect pending the outcome of arbitration. No such request shall be a waiver of the right to submit any dispute to arbitration.

5. Arbitration under this Agreement shall be conducted before a single arbitrator and shall take place within the state where I am currently employed by Washington Mutual, or where I was so employed at the time of termination.

6. In order to initiate arbitration, Washington Mutual or I must notify the other party in writing of the decision to initiate arbitration, either by personal delivery or certified mail. The statute of limitations otherwise applicable under law shall apply to the delivery of the notice of arbitration. The notice should include the following information about the employee: name, home address, work address, work and home phone numbers, and the following information about the claim(s): date, location, nature of the claims or dispute, facts upon which the claims are made, and remedy requested. Any notice of arbitration initiated by Washington Mutual shall be sent to my last known residence address as reflected in my personnel file at Washington Mutual. Notice of arbitration initiated by me shall be sent to Washington Mutual's Legal Department, attention Associate General Counsel – Litiga-

tion. The Legal Department's address is currently 1301 Second Avenue, WMC 3501, Seattle, WA 98101.

7. Washington Mutual and I will attempt to agree upon a mutually acceptable arbitrator. If Washington Mutual and I are unable to agree upon an arbitrator, we will submit the dispute to the American Arbitration Association ("AAA"). If AAA is unable or unwilling to accept the matter, we will submit the matter to a comparable arbitration service. The arbitration shall be conducted in accordance with the laws of the state in which the arbitration is conducted and the rules and requirements of the arbitration service being utilized, to the extent that such rules and requirements do not conflict with the terms of this Agreement.

8. At the request of either Washington Mutual or myself, the arbitrator will schedule a pre-hearing conference to, among other things, agree on procedural matters, obtain stipulations, and attempt to narrow the issues. The arbitrator shall have authority to entertain a motion to dismiss and/or a motion for summary adjudication by any party.

9. Either party shall be entitled to conduct a limited amount of discovery prior to the arbitration hearing. Either party may make a request for production of documents from the other party. Either party may take a maximum of two (2) depositions. Either party may apply to the arbitrator for further discovery or to limit discovery. The arbitrator has the discretion to enter an appropriate order upon a showing of sufficient cause. If any documents requested or to be produced contain or refer to matters that are private, proprietary and/or confidential, the arbitrator shall make an appropriate protective order prohibiting or

limiting use and disclosure of such documents and providing for return of documents produced after the arbitration is concluded.

10. During the arbitration process, Washington Mutual and I may each make a written demand on the other for a list of witnesses, including experts, to be called and/or copies of documents to be introduced at the hearing. The demand must be served at least forty-five (45) days prior to the hearing. The list and copies of documents must be delivered within fifteen (15) days of service of the demand.

11. Either party may file a pre-hearing brief with the arbitrator. Each brief must be served on the arbitrator and the other party at least five (5) working days prior to the hearing and, if not timely served, must be disregarded by the arbitrator. The brief shall specify the facts the party intends to prove, analyze the applicable law or policy, and specify the remedy sought. At the close of the hearing, each party shall be given leave to file a post-hearing brief. The time for filing the post-hearing brief shall be set by the arbitrator.

12. Each party, at its own expense, has the right to hire an attorney to represent it in the arbitration. All parties shall have the right to present evidence at the arbitration, through testimony and documents, and to cross-examine witnesses called by another party. Each party shall pay the fees of any witnesses testifying at its request, and pay the cost of any stenographic record of the arbitration hearing should it request such a record. The requesting party must notify the other of such arrangements at least two (2) working days before the hearing.

13. Any filing fee will be paid by the party initiating arbitration. To the extent such a fee exceeds the cost of filing a lawsuit in a court of that jurisdiction, Washington Mutual will reimburse the difference. Any postponement or cancellation fee imposed by the arbitration service will be paid by the party requesting the postponement or cancellation. During the time the arbitration proceedings are ongoing, Washington Mutual will advance any required administrative or arbitrator's fees. Each party will pay its own witness fees.

14. The arbitrator shall issue a written and signed statement of the basis of his or her decision, including findings of fact and conclusions of law. In making the decision and award, if any, the arbitrator shall apply applicable substantive law. The arbitrator may only award any remedy that would have been available in court. The decision and award, if any, shall be consistent with the terms of this Agreement and shall include an allocation of the costs of the arbitration proceeding between the parties.

15. Each party agrees to promptly pay any arbitration award against it at the conclusion of the arbitration. Washington Mutual and I agree that the decision of the arbitrator shall be final and binding on all parties and shall be the exclusive remedy of the parties.

16. This Agreement may be enforced by a court of competent jurisdiction through the filing of a petition to compel arbitration, or otherwise. The decision and award of the arbitrator may also be judicially enforced pursuant to applicable law.

17. Because of the interstate nature of Washington Mutual's business, this Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"). The provisions of the FAA (and to the extent not preempted by the FAA, the provisions of the law of the state of my principal place of employment with Washington Mutual that generally apply to commercial arbitration agreements, such as provisions granting stays of court actions pending arbitration) are incorporated into this Agreement to the extent not inconsistent with the other terms of this agreement.

18. I understand and agree that nothing in this agreement shall limit or modify the at-will nature of my employment relationship with Washington Mutual or require any particular action or procedures prior to termination of employment.

19. We agree that if any provision of this Agreement is found to be unenforceable to any extent or in violation of any statute, rule, regulation or common law, it will not affect the enforceability of the remaining provisions and the court shall enforce the affected provision and all remaining provisions to the fullest extent permitted by law.

20. This Agreement cannot be modified except by an amendment in writing, signed by both parties.

21. By presenting this Agreement to me, Washington Mutual agrees to be bound by its terms. By signing below, I agree to be bound by its terms. This Agreement shall remain in full force and effect at all times during and after my employment with Washington Mutual, or any successor in interest to Washington Mutual.

Employee ID: 269083

Last four of SSN: [REDACTED]

Printed name:

PATRICE HONEYCUTT

Signature:

/s/ Patrice Honeycutt

Date: 01/20/2009

"Fax all pages of the completed form to: (866) 240-1342 and give your manager the original to place in the Field Employment File."

PETITIONER'S
REQUEST FOR JUDICIAL NOTICE
(MARCH 17, 2023)

Twila S. White, SBN: 207424
LAW OFFICE OF TWILA S. WHITE
2615 Pacific Coast Highway, Suite 325
Hermosa Beach, California 90254
Telephone: (213) 381-8749
Facsimile: (213) 381-8799

Attorneys for Plaintiff /Petitioner Patrice Honeycutt

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

PATRICE HONEYCUTT,

Claimant,

v.

JP MORGAN CHASE DANK, a Delaware Corporation; JP MORGAN CHASE & CO., a Delaware Corporation; MONIQUE, an Individual; and DOES 1 through 50, Inclusive,

Respondents.

Case No. BC526794
AAA Case No. 01-19-0000-2093
Dept. 48
Before: Hon. Thomas D. LONG, Judge.

Date: March 23, 2023
Time: 8:30 a.m.
Department: 48

[Consolidated with hearing on Respondents' Petition to Confirm Contractual Arbitration Award]

PETITIONER'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF SUPPLEMENTAL REPLY TO DEFENDANTS JPMORGAN CHASE BANK, N.A., AND JPMORGAN CHASE & CO.'S RESPONSE TO PLAINTIFF'S PETITION TO VACATE CONTRACTUAL ARBITRATION AWARD; DECLARATION OF TWILA S. WHITE; PROPOSED ORDER

TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

I. Memorandum of Points and Authorities

a. A Court Can Take Judicial Notice of the Documents Submitted by Plaintiff

A request for judicial notice asks the court to recognize and accept facts or legal matters that cannot reasonably be disputed. *Unruh-Haxton v. Regents of the Univ. of Cal.* (4th Dist. 2008) 162 Cal.App.4th 343, 364; *see Scott v. JPMorgan Chase Bank* (1st Dist. 2013) 214 Cal.App.4th 743.

Request No. 3: Paller was also involved in Plaintiff Lawson's application for the post of Senior Food Service worker dated May 7, 2014 *(Exhibit 3).* Attached hereto as Exhibit 3 is a true and correct copy of the Nepotism certification form dated April 11, 2016.

Request No. 4: Paller was also involved in the May 26, 2017 separation of Lawson. *(Exhibit 4)* Attached

hereto as Exhibit 4 is a true and correct copy of the May 26, 2017 separation letter issued to Tabitha Lawson from LAUSD.

(White Decl. ¶ 5)

Request No. 5: Paller did not disclose that he was re-appointed as the Member of the Personnel Commission on January 25, 2022. *(Exhibit 5)* Attached hereto as Exhibit 5 is a true and correct copy of LAUSD's Regular Meeting Revised Order Of Business discussing the reappointment of Paller dated September 13, 2022.

Request No. 6: Attached hereto as *Exhibit 6* is a true and correct copy of Los Angeles Unified School District Personnel Commission Agenda / Order Of Business dated February 12, 2019.

Request No. 7: Attached hereto as Exhibit 7 is a true and correct copy of Los Angeles Unified School District Personnel Commission Agenda / Order Of Business dated October 27, 2020.

Request No. 8: Paller was also heavily involved with LAUSD's Food Services department, which is where Plaintiff Lawson worked. This brings him in direct conflict of interest with Lawson. (Exhibit 8) Attached hereto as Exhibit 8 is a true and correct copy of Food Services Division Highlight dated May 9, 2017.

Request No. 9: Attached hereto as *Exhibit 9* is a true and correct copy of the Community Representatives and School Supervision Aides dated March 26, 2019.

This request for judicial notice is made on the grounds that the Evidence Code authorizes this Court to take judicial notice of the materials offered by

Defendants and that the materials are relevant to issues raised in Petitioner's Petition to Vacate and Respondents' Petition to Confirm Contractual Arbitration Award.

LAW OFFICE OF TWILA S. WHITE

/s/ Twila S. White
Attorneys for Plaintiff/Petitioner
Patrice Honeycutt

Dated: March 17, 2023

DECLARATION OF TWILA. S. WHITE IN SUPPORT OF PETITIONER'S REQUEST FOR JUDICIAL NOTICE, EXCERPT (MARCH 17, 2023)

Twila S. White, SBN: 207424
LAW OFFICE OF TWILA S. WHITE
2615 Pacific Coast Highway, Suite 325
Hermosa Beach, California 90254
Telephone: (213) 381-8749
Facsimile: (213) 381-8799

Attorneys for Plaintiff /Petitioner Patrice Honeycutt

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

PATRICE HONEYCUTT,

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JP MORGAN CHASE DANK, a Delaware Corporation; JP MORGAN CHASE & CO., a Delaware Corporation; MONIQUE, an Individual; and DOES 1 through 50, Inclusive,

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Date: March 23, 2023
Time: 8:30 a.m.
Department: 48

[Consolidated with hearing on Respondents' Petition to Confirm Contractual Arbitration Award]

[. . .]

- Paller was also involved in the May 26, 2017 separation of Lawson. *(Exhibit 4)* Attached hereto as Exhibit 4 is a true and correct copy of the May 26, 2017 separation letter issued to Tabitha Lawson from LAUSD
- Furthermore, Paller was also heavily involved with LAUSD's Food Services department, which is where Plaintiff Lawson worked. This brings him in direct conflict of interest with Lawson. *(Exhibit 8)* Attached hereto as Exhibit 8 is a true and correct copy of Food Services Division Highlight dated May 9, 2017

6. Paller also did not disclose that he was *re-appointed* as the Member of the Personnel Commission on January 25, 2022. *(Exhibit 5)*

7. Paller further failed to disclose that he has been actively involved in LAUSD's decision making process involving decisions pertaining to Disciplinary Action and Dismissal since 2017. *(Exhibit 6; Exhibit 7; Exhibit 9)*

8. Attached hereto as Exhibit 5 is a true and correct copy of LAUSD's Regular Meeting Revised Order Of Business discussing the reappointment of Paller dated September 13, 2022.

9. Attached hereto as Exhibit 6 is a true and correct copy of Los Angeles Unified School District Personnel Commission Agenda / Order Of Business dated February 12, 2019.

10. Attached hereto as Exhibit 7 is a true and correct copy of Los Angeles Unified School District Personnel Commission Agenda / Order Of Business dated October 27, 2020.

11. Attached hereto as Exhibit 9 is a true and correct copy of the Community Representatives and School Supervision Aides dated March 26, 2019.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, based on my own personal knowledge.

Executed on March 17, 2023 in the City of Los Angeles, Hermosa Beach.

/s/ Twila S. White

RESOLUTION REAPPOINTING PALLER, BOARD OF EDUCATION OF THE CITY OF LOS ANGELES (JANUARY 25, 2022)

BOARD OF EDUCATION OF THE CITY OF LOS ANGELES
Governing Board of the Los Angeles Unified School District

SPECIAL MEETING MINUTES
333 South Beaudry Avenue, Board Room
1 p.m., Tuesday, January 25, 2022

[. . .]

RESOLUTIONS REQUESTED BY THE SUPERINTENDENT:

Reappointment of Member of the Personnel Commission (Paller) (Sup Res 008-21/22)

Resolved, That the Governing Board of the Los Angeles Unified School District reappoints Joseph L. Paller, Jr. as a member of the Personnel Commission of the Los Angeles Unified School District for a three-year term pursuant to California Education Code Section 45245.

[. . .]

REQUEST FOR CLARIFICATION FILED BY ATTORNEY WHITE TO THE COURT OF APPEALS (NOVEMBER 11, 2025)

2447 Pacific Coast Highway
2nd Floor
Hermosa Beach, California 90254
Tel: (213) 381-8749
Fax: (213) 381-8799

Clerk of the Court
California Court of Appeal, Second Appellate District
Division Seven
300 South Spring Street,
Second Floor – North Tower
Los Angeles, California 90013

Re: Clarification of Record Citation Following Oral Argument (B331199 - Honeycutt v. JP Morgan Chase Bank, N.A.)

Dear Clerk and Honorable Justices of Division Seven:

This letter is submitted for the limited purpose of calling the Court's attention to a specific record citation discussed in the briefs.

During oral argument on November 5, 2025, appellant's counsel inadvertently omitted a factual reference discussed in the briefs and contained in the appellate record.

As reflected at 5 AA 962 of the record, Arbitrator Joseph Paller was reappointed to the Los Angeles Unified School District Personnel Commission on January 25, 2022 as reflected in the Minutes, while the

Honeycutt arbitration was pending. However, Paller did not disclose this fact. Appellant did not become aware of this fact until well after the Arbitrator's Award.

Paller's reappointment constitutes one of the bases that triggered the continuing disclosure duty under Ethics Standard 7(f) and forms part of appellant's argument for mandatory vacatur under Code of Civil Procedure section 1286.2.

Very truly yours,

/s/ Twila S. White
Counsel for Appellant

VIDEO RECORDINGS
(DECEMBER 12, 2025)

IN THE SUPREME COURT OF CALIFORNIA

PATRICE HONEYCUTT,

Petitioner,

v.

JP MORGAN CHASE BANK,

Respondent.

Court of Appeal Case No.: B331199

Superior Court Case No.: BC526794
Hon. Thomas D. Long

NOTICE OF MANUAL SUBMISSION

Twila S. White, SBN: 207424
LAW OFFICE OF TWILA S. WHITE
2615 Pacific Coast Highway, Suite 325
Hermosa Beach, California 90254
Telephone: (213) 381-8749
Email: twilawhiteesq@yahoo.com

Attorneys for Petitioner Patrice Honeycutt

As discussed in the Motion/Request for Judicial Notice in the above-captioned case, Petition hereby submits a courtesy copy of the video recording of oral argument held on November 5, 2025.

Dated: December 12, 2025

Respectfully submitted,

LAW OFFICES OF TWILA S. WHITE

By: /s/ Twila S. White
Attorney for Petitioner
PATRICE HONEYCUTT

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URL Links to Video Clips

Vido Clip 1

22:44 — Wortman disclosed, for the first time, that he serves on the Western Justice Center Board with Justice Segal's spouse.

https://www.youtube.com/watch?v=VY5emvpmvi8&start=1364

Vido Clip 2

27:46 — Both the Court and Respondent were uncertain whether the FAA or CAA governed. Segal: "You may not know the answer… I will confess I do not."

https://www.youtube.com/watch?v=VY5emvpmvi8&start=1666