

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 730

24STCV21960

SABRA QASSIMYAR vs L&F BROWN LAW FIRM

August 20, 2026

9:30 AM

Judge: Honorable Alexander C.D. Giza

Judicial Assistant: J. Shuton

Courtroom Assistant: Angela Comick

CSR: Jane Hong-Elsey CSR #11975

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Sabra Qassimyar (VIA LACC)

For Defendant(s): Steve Belilove for L&F Brown Law Firm (VIA LACC)

NATURE OF PROCEEDINGS: Hearing on Motion to Confirm Arbitration Award; Hearing on Motion to Vacate or Alter Arbitration Award (CCP 1285 - 1287.6)

Pursuant to Government Code sections 68086, 70044, and California Rules of Court, rule 2.956, Jane Hong-Elsey, CSR # 11975, 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 Court's tentative ruling is posted online for the parties to review.

The matters are called for hearing.

After hearing oral argument and considering all moving papers, the Court orders the following:

The Court takes the Hearing on Motion to Confirm Arbitration Award and Hearing on Motion to Vacate or Alter Arbitration Award (CCP 1285 - 1287.6) under submission.

LATER THE COURT MAKES THE FOLLOWING RULING:

I. BACKGROUND

Plaintiff Sabra Qassimyar ("Qassimyar") entered into an agreement with Defendant L&F Brown Law Firm ("LFB") to represent her in a litigation manner. LFB allegedly failed to provide the agreed upon legal services and inappropriately charged Qassimyar. Qassimyar sues LFB for breach of contract, unjust enrichment, fraudulent misrepresentation.

On February 28, 2025, the Court granted LFB's motion to compel arbitration.

On June 11, 2026, LFB filed the instant motion to confirm the arbitration award. Qassimyar filed an opposition. LFB filed a reply.

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On June 11, 2026, Qassimyar filed the instant motion to vacate the arbitration award. LFB filed an opposition. Qassimyar replied.

At the hearing on the motions, the Court granted Qassimyar leave to file a new reply. Qassimyar did as such on August 10, 2026.

II. LEGAL STANDARD

“Any party to an arbitration in which an award has been made may petition the court to confirm, correct or vacate the award.” (Code of Civil Procedure § 1285.[1]) Such a petition must set forth the substance, or attach copies of: the arbitration agreement, award, and any written opinion. (§ 1285.4.) It must be served between 10 days and 4 years from the date the award was served on the petitioner. (§§ 1288 & 1288.4.) The other party may respond to the petition. (§ 1285.2.)

“If a petition or response under this chapter is duly served and filed, the court shall confirm the award as made, whether rendered in this state or another state, unless in accordance with this chapter it corrects the award and confirms it as corrected, vacates the award or dismisses the proceeding.” (§ 1286.) “If an award is confirmed, judgment shall be entered in conformity therewith.” (§ 1287.4.)

The petition must: “(a) [s]et forth the substance of or have attached a copy of the agreement to arbitrate unless the petitioner denies the existence of such an agreement”; “(b) [s]et forth the names of the arbitrators” and “(c) [s]et forth or have attached a copy of the award and the written opinion of the arbitrators, if any.” (Code Civ. Proc., § 1285.4.) The petition must also “name as respondents all parties to the arbitration and may name as respondents any other persons bound by the arbitration award.” (Code Civ. Proc., § 1285.) A petition to confirm an award must be served and filed within four years after the date the petitioner was served with a signed copy of the award. (Code Civ. Proc., § 1288.)

III. DISCUSSION

Parties dispute whether the arbitration award, issued on May 26, 2026, by Charles Dick (“Dick”), Esq., should be confirmed or vacated. The arbitration award’s terms are as follows: 1) dismissal of Qassimyar’s claims, with prejudice; 2) Qassimyar is to pay LFB the sum of \$17,219.00 by June 1, 2026; and 3) each party is responsible for its own fees and expenses. (LFB’s Mot., Attachment 8(b).)

LFB requests the Court confirm the arbitration award. Qassimyar requests the Court

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vacate the arbitration award and set a new arbitration hearing, as the arbitrator substantially prejudiced petitioner's rights and failed to disclose within the time for disclosure a ground for disqualification for which the arbitrator was aware. (Qassimyar Mot., ADR-106, Sec. 9, subd. (c)(1).)

For the Court to confirm an arbitration award, the submitted petition must contain: 1) a copy of the agreement to arbitrate; 2) the names of the arbitrators; 3) set forth or have attached a copy of the award and written opinion of the arbitrators; and 4) name as respondents all parties to the arbitration. (§§ 1285.4 and 1285.) The petition and written notice of the time and place of the hearing upon which the petition is based shall be served in the manner provided in the arbitration agreement. (§ 12904., subd. (a).)

A. Initial Requirements

LFB submitted a copy of the engagement agreement, which contained an agreement to resolve all disputes by arbitration, satisfying the first element. (LFB's Mot., Attachment 4(b).)

The moving papers identify Arbitrator Charles Dick, Esq. as the arbitrator and names Qassimyar, the only other party to the arbitration, satisfying the second and fourth requirements. (LFB's Mot., ADR-106, Sec. 1 and 6.) LFB also attached a copy of the final award and written opinion of Dick, satisfying the third element. (LFB's Mot., Attachment 8(c).)

LFB served the petition via electronic service. As the arbitration agreement does not specify the manner of service, and Qassimyar has appeared in this action, service may be made pursuant to section 1010, et seq.; electronic service is appropriate. (§ 12904, subd. (c).)

LFB made an initial showing to confirm arbitration award. The burden shifts to Qassimyar to prove why the arbitration award should be vacated or otherwise amended.

B. Vacate / Amend Arbitration Award

A court shall vacate an arbitration award if the court determines any of the following: 1) the award was procured by corruption, fraud, or other undue means; 2) there was corruption in any arbitration; 3) the rights of the party were substantially prejudiced by arbitrator misconduct; 4) the arbitrator exceeded their powers; and 5) the rights of the party were substantially prejudiced by refusal to postpone the hearing upon sufficient cause or refusal by the arbitrator to hear evidence material to the controversy; OR 6) an arbitrator failed to disclose the time required for disclosure a ground for disqualification of which the arbitrator was then award or was otherwise subject to disqualification but failed to abdicate. (§ 1286.2, subd. (a).)

1. Failure to Disclose

Qassimyar first requests the Court vacate the arbitration award as Dick failed to timely disclose a personal relationship with Brett Weaver ("Weaver"), a defendant attorney in the

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underlying case, who is the son of Dick's friend.

California Rules of Court Ethics Standards for Neutral Arbitrators ("CESNA"), Standard 7 subdivision (c)(1)-(2) provides: 1) Within 10 calendar days of service of notice of the proposed nomination or appointment, a proposed arbitrator must disclose to all parties in writing all matters listed in subdivisions (d) and (e) of this standard of which the arbitrator is then aware; AND 2) If an arbitrator subsequently becomes aware of a matter that must be disclosed under either subdivision (d) or (e) of this standard, the arbitrator must disclose that matter to the parties in writing within 10 calendar days after the arbitrator becomes aware of the matter. Mandatory disclosures include family relationships with parties, attorneys, recent shared employment, significant personal relationships with parties or lawyers, service as an arbitrator for a party or lawyer, attorney-client relationships, other professional relationships, financial interests, knowledge of disputed facts, membership in discriminatory organizations, or any other matter that might cause a person to reasonable entertain a doubt as to an arbitrators impartiality. (CESNA Standard 7 subdivision (d).)

At the initial time of Dick's initial disclosure, LFB alleges no party had put Dick on notice as to Weaver's relation to this case. (LFB Opp., Belilove Decl. ¶ 14; LFB's Mot., Attachment 8(c).) Although Qassimyar stated she intended to call Weaver as a witness, she only made the disclosure to LFB's counsel. (LFB Opp., Belilove Decl. ¶ 15.) LFB later disclosed it may also call Weaver or Tim Dillon ("Dillon") (along with one other witness) but did not make any such disclosure to Dick. (*Id.* at ¶ 16.) Qassimyar objected to the addition of three witnesses at the April 7, 2026, final status conference, but did not name Weaver or Dillon by name. (*Id.* at ¶ 17.)

At that point, Dick began to read prehearing briefs, finding Dillon's name for the first time. Dick disclosed his relationship with Dillon following this discovery. (Qassimyar Mot., Qassimyar Decl. ¶ 99, Ex. 31.) It was not until April 30, 2026, that Weaver was disclosed to Dick as a potential witness. (LFB Opp., Belilove Decl. ¶ 18.) Dick immediately disclosed his relationship to Weaver; Qassimyar allegedly did not object to the Arbitrator's continued service after the disclosure. (*Id.* at ¶¶ 18-19.) Neither Weaver nor Dillon were called to testify. (LFB's Mot., Attachment 8(c).)

Qassimyar disagrees with Belilove's recollection of events. Qassimyar asserts LFB named Dillon and Weaver as witnesses, by name, at the April 8, 2026, final status conference. (Qassimyar Supp. Reply, Qassimyar Decl. ¶¶ 89-91.) Dick made no disclosure concerning his relationship with Weaver or the Weaver family at that time. (*Id.* at ¶ 93.) Qassimyar also asserts LFB named Dillon and Weaver in their April 13, 2026, final witness list; while the evidence supports Dillon and Weaver were named in the list, there is no indication Dick was served with this list. (*Id.* at ¶¶ 94-95, Ex. 29.) Finally, Weaver was discussed by named, in front of Dick, during the evidentiary hearings conducted between April 28, 2026, and April 30, 2026. (*Id.* at ¶¶

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102-106.)

However, Qassimyar testified that “[o]nly after [LFB] *unexpectedly* announced on the final morning that Weaver would be called to testify did Arbitrator Dick finally disclose...” his relationship to Weaver, indicating that until April 30, 2026, Dick has no reason to believe Weaver would be called to testify. (*Id.* at ¶ 106, emphasis added.) During that time, LFB’s counsel allegedly discussed Weaver extensively, asserting Qassimyar was suing Weaver and reciting unsworn statements from Weaver to damage Qassimyar’s credibility. (*Id.* at ¶ 109.)

Beyond declarations, neither side has provided any evidence to demonstrate whether Weaver was or was not named during the April 8, 2026, final status conference. The order entered by Dick does not address the naming of any such potential witness. However, even assuming the facts most beneficial to Qassimyar’s argument, the Court does not find Dick failed to disclose information that would warrant vacatur under CESNA Standard 7 or section 1286.2.

At worst, Weaver was floated as a potential witness on April 8, 2026. Weaver was never formally identified to Dick as a finalized witness to be called prior to April 30, 2026. Weaver was not mentioned in the prehearing briefs. There is no appearance of partiality in Dick, at worst, failing to identify his relationship to a potential witness with a common name not named in a pre-trial briefing, until it was confirmed a party actually intended to call that witness. This is especially relevant as CESNA Standard 7 is primarily focused upon the relationship between an arbitrator and parties (as well as counsel); it does not specifically address relationships between an arbitrator and a witness, much less a witness that is simply a family member of a friend.

Upon learning of the actual intent to call Weaver, Dick disclosed his relationship with Weaver. Furthermore, Weaver was never actually called to testify; mere discussion of Weaver’s connection to the case is not indicative of partiality. Therefore, the Court will not vacate the award on this basis. There is no appearance of prejudicial partiality in Dick immediately disclosing his relationship with an actual witness and continuing on absent meritorious objection from either party.

2. Exceeding Arbitration Powers

Qassimyar next requests the Court vacate the arbitration award because the arbitrator decided matters outside the scope of the dispute submitted by the parties. Pursuant to section 1286.2, subdivision (a)(4), the Court shall vacate arbitration upon a showing of the arbitrator exceeding the scope of their powers.

Qassimyar argues Dick exceeded the scope of the arbitration because Qassimyar notified Dick, JAMS, and LFB she had “significantly narrowed” her claims and was only seeking to litigate personal claims, not business claim. (Qassimyar Mot., Qassimyar Decl. ¶ 53, Ex. 14.) LFB acknowledges Qassimyar narrowed her claims to dismissal of her personal causes of action

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only. (Qassimyar Mot., Qassimyar Decl. ¶ 62, Ex. 17.). The evidentiary hearing only discussed personal issues. (*Id.* at ¶ 64.)

However, Qassimyar argues, the arbitration award wrongfully evaluated the merits and evidentiary support of the removed business causes of action, as Dick identified the business causes of action as frivolous and that LFB did not succeed in assembling probable cause. (LFB's Mot., Attachment 8(c).)

There is no indication the business claims were evaluated in regard to determining liability as to Qassimyar's claims. As noted in LFB's opposition, these were considered for purposes of evaluating LFB's cross-claim for unpaid fees. (LFB Opp., Belilove Decl. ¶ 21.) Qassimyar could not have narrowed the scope of claims to dismiss LFB's claims, absent LFB's own action to dismiss said claims. There is no indication LFB dismissed said claims. The award also specifically identifies Qassimyar agreed to narrow the scope of her claims, noting it did *not* rule on these issues. (LFB's Mot., Attachment 8(c).) There is no evidence to show arbitration award awarded relief based upon the dismissed claims.

There is no indication Dick exceeded the scope of his power as an arbitrator. The Court will not vacate the award on this basis.

3. Contrary Provisions

Qassimyar next requests the Court vacate the arbitration award because the arbitrator's conduct substantially prejudiced Qassimyar's right to a fair proceeding. Pursuant to section 1286.2, subdivision (a)(5), the Court shall vacate arbitration upon a showing of the arbitrator substantially prejudiced a party by refusing to postpone the hearing upon sufficient cause being shown or refusal to hear evidence material to the controversy.

Qassimyar argues Dick represented time would be reserved at the conclusion of the hearing to review the master trial binder to remove improper exhibits. Qassimyar allegedly relied upon this representation. It never occurred and Dick left with an improper exhibit of a demand letter still in the binder. There is no evidence to suggest that this document was ever placed in the binder, as it *was* subject to objection, and would have been improper to include. There is also no evidence to suggest that Dick reviewed the demand letter and that it influenced his ruling.

Qassimyar next argues Dick's amendment to the award, which changed "romantic relationship with wrongdoer, would...", to "could be seen as having a romantic relationship, would...", changed a factual finding, showing prejudice to Qassimyar. There is no further argument or analysis that demonstrates this change demonstrates prejudice to Qassimyar.

The Court finds, in total, there is no indication that the arbitration award was the result of

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any prejudice to Qassimyar. Therefore, the Court denies the motion to vacate the award. The Court also grants the motion to confirm the arbitration award.

V. CONCLUSION

Plaintiff Sabra Qassimyar motion to vacate the arbitration award is DENIED.

Defendant L&F Brown Law Firm's motion to confirm the arbitration award is GRANTED.

The Court dismisses Qassimyar's claims, with prejudice

Judgment is entered against Qassimyar in the sum of \$17,219.00, with statutory interest accruing from June 1, 2026.

LFB is ordered to give notice.

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

Court orders judgment entered for Defendant L&F Brown Law Firm against Plaintiff Sabra Qassimyar on the Complaint filed by Sabra Qassimyar on 08/28/2024 for the principal amount of \$17,219.00 for a total of \$17,219.00.

Clerk to give notice.

Certificate of Mailing is attached.