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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION EIGHT

CARMEN HARRA et al., Plaintiffs, Cross-defendants and Appellants, v. FRED FONTANA et al., Defendants, Cross-complainants and Respondents; OTMAR SIBILO, Cross-complainant and Respondent; GLOBAL ENTERTAINMENT MOVIES, LLC., Cross-defendant and Respondent.	B284018 (Los Angeles County Super. Ct. No. BC498013)

APPEAL from a judgment of the Superior Court of Los Angeles County. Richard Fruin, Judge. Affirmed.

Law Offices of Corey Evan Parker and Corey Evan Parker for Plaintiffs, Cross-defendants and Appellants.

McPherson Rane, Edwin F. McPherson and Pierre B. Pine for Defendants, Cross-complainants and Respondents Fred Fontana and R.J. Louis.

Gerard Fox Law, Gerard P. Fox and Marina V. Bogorad for Cross-complainant and Respondent Otmar Sibilo and Cross-defendant and Respondent Global Entertainment Movies, LLC.

Carmen Harra and her company Carmen Harra Enterprises, Inc. (together Harra) appeal the judgment after the trial court denied her request to vacate an arbitration award against her for $6,803,865.92, which included over $3 million in punitive damages. We affirm.

We assume the parties are familiar with the facts and do not repeat them here. Suffice it to say the arbitration involved claims by Harra and cross-claims against her arising from the writing and financing of a movie based on her life. Leigh Leshner, R.J. Louis, Fred Fontana, Otmar Sibilo, and Sibilo's company Global Entertainment Movies, LLC were involved in the development of the film. The substantial arbitration award against Harra was based on the cross-claims by Louis, Fontana, and Sibilo, who are respondents here.

During the course of arbitration, the arbitrator imposed substantial sanctions on Harra for discovery abuses, including failing to submit to a deposition. In a detailed, 13-page order, the arbitrator chronicled Harra's "long history of lies, unsubstantiated excuses, fraudulent document submissions, and lack of cooperation on Harra's part" to avoid discovery

obligations, and found she was "evading her discovery obligations for tactical advantage."

The arbitrator lamented that he "has done everything possible to avoid having to issue terminating sanctions in this matter, including denying two previous motions for terminating sanctions, issuing lesser sanctions on multiple occasions for ongoing discovery violations, and explicitly warning Harra that there was little left to do but take this drastic step to avoid injustice to [respondents]. However, enough is enough." He continued: "Harra has submitted fraudulent documents to support her past efforts to evade her deposition. Despite repeated warnings, Ms. Harra has refused to participate in the discovery process at every turn. Terminating sanctions are not only warranted, but truly the only remedy available to balance the scales and preserve the integrity of the judicial process."

The arbitrator also found Harra had "stonewalled and in bad faith refused to cooperate" with her daughter's deposition, a "key witness" to the arbitration.

As sanctions, the arbitrator dismissed Harra's affirmative claims, precluded Harra and her daughter from testifying at the arbitration hearing, and imposed a monetary sanction. The arbitrator expressly ruled that, although Harra and her daughter where prohibited from testifying at the arbitration, Harra "may appear and defend against the cross-claims." However, Harra did not personally attend the arbitration hearing, presented "no defense whatsoever," and neither called nor cross-examined any witnesses. The arbitrator ultimately found against her and for respondents, entering an award of nearly $7 million.

Harra filed a motion to vacate the arbitration award in the superior court, and respondents filed a motion to confirm the award. The trial court denied Harra's motion, granted respondents' motion, and entered judgment confirming the award.

We review the trial court's order de novo and review the resolution of any disputed facts for substantial evidence. (*Royal Alliance Associates, Inc. v. Liebhaber* (2016) 2 Cal.App.5th 1092, 1106 (*Royal Alliance*).) " 'It is well settled that the scope of judicial review of arbitration awards is extremely narrow.' " (*City of Palo Alto v. Service Employees Internat. Union* (1999) 77 Cal.App.4th 327, 333.) "[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.) Thus, we may not review the validity of the arbitrator's reasoning or the sufficiency of the evidence supporting the award. (*Ibid.*)

As she did in the trial court, Harra argues the award should be vacated because the arbitrator excluded her testimony and the testimony of her daughter as a sanction for discovery violations. Harra cites Code of Civil Procedure section 1286.2, subdivision (a)(5), which provides that a court "shall vacate" an arbitration award if "[t]he rights of the party were substantially prejudiced 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 article." She also claims in passing that the order issuing sanctions was based on the arbitrator's "biased and prejudicial conduct," but she merely complains about the fact that the arbitrator's decision was adverse to her.

Harra's challenge is nothing more than a claim that the arbitrator erred on the facts and law in imposing discovery sanctions against her. That decision is not reviewable, and she cannot obtain review by recasting it as a "refusal of the arbitrators to hear evidence material to the controversy" pursuant to Code of Civil Procedure section 1286.2, subdivision (a)(5). (See *Evans v. Centerstone Development Co.* (2005) 134 Cal.App.4th 151, 167 ["Courts have repeatedly instructed litigants that challenges to the arbitrator's rulings on discovery, admission of evidence, reasoning, and conduct of the proceedings do not lie. [Citations.] Plaintiffs' crude attempt to characterize their claims so they would fall within acceptable bases for an appeal is an artifice we condemn."].)

The only case she cites—*Royal Alliance*—is readily distinguishable. The arbitrators in that case prevented a party from presenting rebuttal evidence because the arbitration panel did not want " 'to be here for another two hours.' " (*Royal Alliance, supra,* 2 Cal.App.5th at p. 1109.) Here, Harra's and her daughter's testimony were not excluded arbitrarily, as explained in the detailed, lengthy sanctions order. For whatever reason, Harra *chose* not to attend the arbitration or present a defense, even though permitted to do so. That is a far cry from the situation in *Royal Alliance*.

DISPOSITION

The judgment is affirmed. Louis, Fontana, and Sibilo are awarded costs on appeal.

BIGELOW, P.J.

We concur:

RUBIN, J.

GRIMES, J.