

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES - GENERAL**

Case No. SACV 16-02169 JVS (JCGx) Date February 23, 2017

Title **Shenzhen Fenda Technology Co. Ltd v. Stellé LLC**

Present: The Honorable James V. Selna

Karla J. Tunis

Not Present

Deputy Clerk

Court Reporter

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants:

Not Present

Not Present

**Proceedings: (In Chambers) Order Granting Motion to Confirm Arbitration Award**

Petitioner Shenzhen Fenda Technology Co. Ltd. (“Shenzhen”) moved pursuant to 9 U.S.C. §§ 9 and 13 (1) to confirm the Final Arbitration Award issued by Honorable Diane Wayne, Ret., JAMS, on September 6, 2016, and (2) to enter a judgment thereon. (Mot., Docket No. 9.) Respondent Stellé LLC (“Stellé”) did not respond.

For the reasons set forth below, the Court **grants** Shenzhen’s motion.

**I. BACKGROUND**

Shenzhen and Stellé entered into an agreement where Shenzhen would manufacture certain goods that Stellé ordered (the “Agreement”). (Ex. A, Docket No. 9-1.) Section 12 of the Agreement contains an arbitration clause, which requires the parties to arbitrate any dispute before an arbitrator of JAMS in Los Angeles County, California. (*Id.*) On December 2, 2015, Shenzhen began arbitration proceedings against Stellé because Stellé failed to pay Shenzhen for ordered goods. (Ex. B, Docket No. 9-2.) On September 6, 2016, Hon. Diane Wayne, Ret., at the offices of JAMS in Los Angeles, California, (the “Arbitrator”) issued a final award (the “Award”) in favor of Shenzhen. (Ex. D, Docket No. 9-4.) The Arbitrator awarded Shenzhen \$1,007,969.04, with an additional \$241.89 per day for each day unpaid after June 15, 2016. (*Id.*) In addition, the Arbitrator awarded Shenzhen reasonable attorneys’ fees and arbitration costs in the amount of \$50,649.15. (*Id.*)

**II. LEGAL STANDARD**

A court’s review of an arbitration award under the Federal Arbitration Act (“FAA”) is “both limited and highly deferential.” Coutee v. Barington Capital Group,

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L.P., 336 F.3d 1128, 1132 (9th Cir. 2003) (citations and internal quotation marks omitted). Under the FAA, a district court must grant a timely motion to confirm an arbitration award (1) if the parties have agreed that a court shall enter a judgment on the award and (2) if the arbitration award is not vacated, modified, or corrected. See 9 U.S.C. § 9 (“If the parties in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the arbitration, and shall specify the court, then at any time within one year after the award is made any party to the arbitration may apply to the court so specified for an order confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified or corrected as prescribed in sections 10 and 11 of this title.”). “Confirmation is a summary proceeding that converts a final arbitration award into a judgment of the court.” Ministry of Def. and Support for the Armed Forces of the Islamic Republic of Iran v. Cubic Def. Sys., Inc., 665 F.3d 1091, 1094 n.1 (9th Cir. 2011). Once a court confirms an award, it has the same force and effect as a judgment in a civil action, so a party may use any means available to enforce the civil judgment. Id.

## III. DISCUSSION

Here, the Court finds that it should confirm the Award and enter a judgment. The Agreement contains an arbitration clause, which states the following:

12. Arbitration. Any claim, dispute or controversy arising out of, or relating to any section of this Agreement or the making, performance or interpretation of the rights and obligations explicitly set forth in this Agreement, shall be settled on an expedited basis by binding arbitration in Los Angeles County, California before a single arbitrator from the Judicial Arbitration Mediation Service (“JAMS”) mutually agreeable to the parties hereto, and, if no agreement is reached, before the arbitrator from JAMS selected in accordance with the rules of JAMS then in effect, which arbitration shall be conducted in accordance with such rules, and judgment upon any award rendered may be entered in any court having jurisdiction thereof. The decision of the arbitrator shall be binding on all of the parties. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not extend, modify or suspend any of the provisions of this Agreement.

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(Ex. A, Docket No. 9-1.) Accordingly, the parties agreed to allow this Court to enter a judgment on the Award. In addition, there is no indication that the Award has been modified, vacated or corrected, and Stellé has not made an argument that the Award is improper. Accordingly, the Court confirms the award and enters a judgment.

**IV. CONCLUSION**

For the foregoing reasons, the Court **grants** Shenzhen's motion. The Court finds that oral argument would not be helpful in this matter, and therefore vacates the February 27, 2017 hearing. See Fed. R. Civ. P. 78; L.R. 7-15.

**IT IS SO ORDERED.**

Initials of Preparer kjt