

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA

Liu v. Barrelet

No. 3:23-cv-02186-RBM-SBC (S.D. Cal. July 28, 2025) · No. 3:23-cv-02186-RBM-SBC · Decided July 28,
2025

SUMMARY

The United States District Court for the Southern District of California denied Blaise Barrelet’s motion for reconsideration of the order compelling arbitration. The court held that Barrelet had failed or refused to arbitrate claims related to the purchase agreement and that the arbitration provision remained valid for those claims, despite California law precluding arbitration of tenancy-related claims. The court directed the Clerk to close the case and ordered the parties to proceed with arbitration before a mutually agreeable arbitrator.

CASE DETAILS

COURT	United States District Court for the Southern District of California
WRITING FOR THE COURT	Ruth Bermudez Montenegro
JURISDICTION	United States District Court for the Southern District of California
DECIDED	July 28, 2025
DOCKET	3:23-cv-02186-RBM-SBC
DISPOSITION	other
PROCEDURAL POSTURE	Respondent moved under Federal Rule of Civil Procedure 59(e) for reconsideration and clarification of the court's prior order compelling arbitration under 9 U.S.C. § 4. The court denied reconsideration, reaffirmed its order compelling arbitration of claims related to the Purchase Agreement, and directed the Clerk to close the case.
STANDARD OF REVIEW	A timely motion for reconsideration under the local rule is treated as a motion to alter or amend a judgment under Federal Rule of Civil Procedure 59(e). Reconsideration may be granted for newly discovered evidence, clear error or manifest injustice, or an intervening change in controlling law; it may not be used to raise arguments or evidence that could reasonably have been presented earlier or to take a second bite at the apple.
PRECEDENTIAL VALUE	unpublished

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QUESTIONS PRESENTED

1. Whether Barrelet's motion for reconsideration satisfied the requirements of Federal Rule of Civil Procedure 59(e).
2. Whether Barrelet's refusal to proceed with the proposed arbitration demonstrated a failure, neglect, or refusal to arbitrate under 9 U.S.C. § 4.
3. Whether a valid written arbitration agreement covered Liu's claims concerning the Purchase Agreement despite California Civil Code § 1953(a)(4) and the relationship between the Purchase Agreement and the Lease.
4. Whether the prior order compelling arbitration required the parties to proceed specifically before JAMS.

HOLDINGS

1. Reconsideration was unwarranted because Barrelet's motion largely reasserted arguments made in opposition to the original motion to compel and did not identify newly discovered evidence, clear error or manifest injustice, or an intervening change in controlling law.
2. Barrelet failed or refused to arbitrate because his counsel rejected the arbitration demand, objected to JAMS and the proposed locations, and did not propose an alternative neutral or agree to remote arbitration after Liu offered flexibility.
3. A valid written arbitration agreement covered Liu's claims related to the Purchase Agreement. California Civil Code § 1953(a)(4), as interpreted by the state courts, voided arbitration of tenancy-related claims but did not invalidate arbitration of Liu's Purchase Agreement claims.
4. The prior order did not require the parties to arbitrate specifically before JAMS. The parties were required to arbitrate claims related to the Purchase Agreement and to meet and confer regarding a mutually agreeable arbitrator.

KEY QUOTATIONS

““A Rule 59(e) motion may be granted if ‘(1) the district court is presented with newly discovered evidence, (2) the district court committed clear error or made an initial decision that was manifestly unjust, or (3) there is an intervening change in controlling law.’”” (at 5)

““A motion to reconsider is not another opportunity for the losing party to make its strongest case, reassert arguments, or revamp previously un meritorious [sic] arguments.”” (at 6)

“The Court therefore finds that Barrelet’s continued failure to select a mutually agreeable arbitrator constitutes a failure or refusal to arbitrate.” (at 10)

“It is for the Parties to meet and confer and decide upon a mutually agreeable arbitrator.” (at 12)

FACTUAL BACKGROUND

Barrelet leased a residential property from Liu under a California Association of Realtors form lease after purchasing the property from Liu. The earlier Purchase Agreement contained an arbitration provision, while Barrelet's later state-court claims concerned the lease and security deposit. Liu alleged that Barrelet breached the Purchase Agreement, including by misrepresenting the condition of a vineyard and failing to disclose an open-space easement, and demanded arbitration. Barrelet refused to accept the arbitration demand through JAMS and did not propose an alternative arbitrator or agree to remote arbitration.

PROCEDURAL HISTORY

Barrelet previously sued Liu in California state court for claims arising from a residential lease. Liu separately petitioned this federal court to compel arbitration of claims arising from the preceding real-estate Purchase Agreement. The court granted Liu's motion to compel arbitration on November 22, 2024. Barrelet then filed a timely motion for reconsideration and clarification, which the court denied, finding that the motion largely reasserted arguments previously presented and that the arbitration agreement remained valid for Purchase Agreement-related claims.

DISPOSITION

other

CASES CITED

- *Lal v. California*, 610 F.3d 518, 524 (9th Cir. 2010)
- *Am. Ironworks & Erectors, Inc. v. N. Am. Constr. Corp.*, 248 F.3d 892, 898–99 (9th Cir. 2001)
- *Schroeder v. McDonald*, 55 F.3d 454, 459 (9th Cir. 1995)
- *Ybarra v. McDaniel*, 656 F.3d 984, 998 (9th Cir. 2011)
- *Zimmerman v. City of Oakland*, 255 F.3d 734, 737 (9th Cir. 2001)
- *Tripathi v. Henman*, 845 F.2d 205, 206 n.1 (9th Cir. 1988)
- *Miller v. Transamerican Press, Inc.*, 709 F.2d 524, 526 (9th Cir. 1983)
- *McDowell v. Calderon*, 197 F.3d 1253, 1254 n.1 (9th Cir. 1999)
- *Cooney v. California*, No. 13-cv-01373-BAS (KSC), 2015 WL 3952184, at *2 (S.D. Cal. June 29, 2015)
- *Kona Enters., Inc. v. Estate of Bishop*, 229 F.3d 877, 890 (9th Cir. 2000)
- *Ausmus v. Lexington Ins. Co.*, No. 08-CV-2342 L(LSP), 2009 WL 2058549, at *2 (S.D. Cal. July 15, 2009)
- *Weeks v. Bayer*, 246 F.3d 1231, 1236 (9th Cir. 2001)
- *Lytton v. S. Cal. Reg'l Rail Auth.*, 683 F. Supp. 3d 1101, 1105 (C.D. Cal. 2023)
- *Ashbey v. Archstone Prop. Mgmt., Inc.*, 785 F.3d 1320, 1323 (9th Cir. 2015)
- *Acquire II, Ltd. v. Colton Real Est. Grp.*, 213 Cal. App. 4th 959, 967 (2013)
- *Mendoza v. Garland*, No. 3:21-CV-01968-JES-MMP, 2023 WL 6050581, at *2 (S.D. Cal. Sept. 15, 2023)

- Pac. Media Workers Guild v. San Francisco Chron., Case No. 17-cv-00172-WHO, 2017 WL 1861853, at *4 (N.D. Cal. May 9, 2017)

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