

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA

Jet Aviation Flight Services Incorporated v. 7BD LLC, et al.

No. CV-23-00059-PHX-DJH (D. Ariz. Mar. 16, 2026) · No. No. CV-23-00059-PHX-DJH · Decided March 17, 2026

SUMMARY

The United States District Court for the District of Arizona considers cross-motions concerning a JAMS arbitration award arising from contractual disputes over aircraft management, maintenance, charter, and support services. The court applies the Federal Arbitration Act and rejects the defendants’ arguments that the arbitrator denied discovery, improperly refused to postpone the hearing, or restricted relevant questioning. The court concludes that the arbitration was fundamentally fair and proceeds to confirm the award in favor of Jet Aviation.

CASE DETAILS

COURT	United States District Court for the District of Arizona
WRITING FOR THE COURT	Diane J. Humetewa
JURISDICTION	United States District Court for the District of Arizona
DECIDED	March 17, 2026
DOCKET	No. CV-23-00059-PHX-DJH
DISPOSITION	other
PROCEDURAL POSTURE	After the parties' contractual claims were submitted to binding JAMS arbitration, the arbitrator awarded Jet Aviation damages and attorney fees. Jet Aviation moved to confirm the award, and 7BD LLC and DePonte Investments moved to vacate it under section 10(a)(3) of the Federal Arbitration Act.
STANDARD OF REVIEW	Judicial review of an arbitration award is limited and highly deferential. Under 9 U.S.C. § 10(a), a court may vacate an award only on specified statutory grounds, including arbitrator misconduct that prejudices a party's rights or an arbitrator's exceeding of authority. The party seeking vacatur bears the burden of establishing a statutory ground.
PRECEDENTIAL VALUE	Nonprecedential unpublished district-court order
PARTIES	7BD LLC, DePonte Investments v. Jet Aviation Flight Services Incorporated

TOPICS

arbitration

civil procedure

commercial litigation

breach of contract

attorney fees

PRACTICE AREAS

Arbitration

Federal Arbitration Act

Contract litigation

Commercial litigation

Attorney fees

QUESTIONS PRESENTED

1. Whether the arbitration award should be vacated under 9 U.S.C. § 10(a)(3) because the arbitrator allegedly refused to compel additional discovery.
2. Whether the award should be vacated under 9 U.S.C. § 10(a)(3) because the arbitrator denied Defendants' request for a third postponement of the evidentiary hearing.
3. Whether the award should be vacated under 9 U.S.C. § 10(a)(3) because the arbitrator sustained an objection limiting certain questioning about third-party NetJets agreements.
4. Whether the Court was required to confirm the arbitration award under 9 U.S.C. §§ 9 and 10.

HOLDINGS

1. Defendants failed to establish that the arbitrator refused to hear pertinent and material evidence or that any such refusal prejudiced their rights; therefore, vacatur under 9 U.S.C. § 10(a)(3) was unwarranted.
2. The arbitrator's denial of Defendants' request for another postponement did not deprive them of a fundamentally fair hearing and did not constitute misconduct under 9 U.S.C. § 10(a)(3).
3. The arbitrator's sustained objection to certain questioning did not constitute prejudicial misconduct under 9 U.S.C. § 10(a)(3) because Defendants had multiple opportunities to address NetJets-related matters and did not show that the limitation undermined the fairness of the hearing.
4. The Court was required to confirm the Final Award because Defendants established no statutory basis for vacatur, modification, or correction.

KEY QUOTATIONS

“Judicial review of an arbitration award is “limited and highly deferential.”” (Order at 3)

“Arbitration does not “provide the same procedural protection as do judicial proceedings[,]” and “an arbitrator need only grant the parties a fundamentally fair hearing.”” (Order at 5)

“The standard for vacatur of an arbitration award is high, and [Defendants] have not met their burden to show they are entitled to such vacatur.” (Order at 12)

FACTUAL BACKGROUND

Jet Aviation entered into five aircraft-services, dry-lease, and flight-support agreements with 7BD and DePonte concerning two aircraft. Jet Aviation alleged that Defendants failed to pay amounts due under the agreements, leading to the original federal action and subsequent arbitration. After discovery disputes and multiple scheduling extensions, the parties participated in a six-day evidentiary hearing. The arbitrator found for Jet

Aviation on all claims and awarded \$1,295,161 against 7BD, \$215,158 against DePonte, and \$736,169.73 in jointly and severally assessed attorney fees.

PROCEDURAL HISTORY

Jet Aviation filed the underlying breach-of-contract action in federal court on January 10, 2023. The Court stayed the case pending arbitration on August 4, 2023. Following a six-day evidentiary hearing, the arbitrator entered a March 31, 2025 Final Award in Jet Aviation's favor. The parties then filed cross-motions to confirm or vacate the award, and the Court denied vacatur and confirmed the award.

DISPOSITION

other

CASES CITED

- Comedy Club, Inc. v. Improv W. Assocs., 553 F.3d 1277, 1288 (9th Cir. 2009)
- Bosack v. Soward, 586 F.3d 1096, 1102 (9th Cir. 2009)
- Kyocera Corp. v. Prudential-Bache Trade Services, Inc., 341 F.3d 987, 994, 998 (9th Cir. 2003)
- U.S. Life Ins. v. Superior Nat’l Ins. Co., 591 F.3d 1167, 1173, 1175 (9th Cir. 2010)
- Sunshine Min. Co. v. United Steelworkers of Am., AFL-CIO, CLC, 823 F.2d 1289, 1295 (9th Cir. 1987)
- Lindsey v. Travelers Com. Ins. Co., 636 F. Supp. 3d 1181, 1182, 1186 (E.D. Cal. 2022)
- Hoteles Condado Beach, La Concha and Conv. Ctr. v. Union De Tronquistas Loc. 901, 763 F.2d 34, 39-40 (1st Cir. 1985)
- Nordahl Dev. Corp., Inc. v. Salomon Smith Barney, 309 F. Supp. 2d 1257, 1265 (D. Or. 2004)
- Flender Corp. v. Techna-Quip Co., 953 F.2d 273, 281 (7th Cir. 1992)
- McEnery v. McEnery, 2025 WL 315414, at *3-4 (N.D. Cal. 2025)
- Steinmann v. ZTE Corp., 2015 WL 13546434, at *5-6 (C.D. Cal. 2015), aff’d, 692 F. App’x 493 (9th Cir. 2017) (unpublished)
- Fordjour v. Washington Mut. Bank, 2010 WL 2529093, at *5 (N.D. Cal. 2010)
- El Dorado Sch. Dist. No. 15 v. Cont’l Cas. Co., 247 F.3d 843, 848 (8th Cir. 2001)
- A.G. Edwards & Sons, Inc. v. McCollough, 967 F.2d 1401, 1403 (9th Cir. 1992)
- Milliner v. Bock, 2020 WL 3103788, at *4-5 (N.D. Cal. 2020)
- MPJ v. Aero Sky, L.L.C., 673 F. Supp. 2d 475, 501 (W.D. Tex. 2009)
- Goldan v. Toll Brothers AZ Limited Partnership, 2025 WL 1940011, at *6 (D. Ariz. 2025)
- Stafford v. Baart Behavioral Health Servs., 855 F. App’x 426, 427 (9th Cir. 2021)

OPINION

Jet Aviation Flight Services Incorporated v. 7BD LLC, et al.

PER CURIAM.

6 IN THE UNITED STATES DISTRICT COURT
7 FOR THE DISTRICT OF ARIZONA

8 9 Jet Aviation Flight Services Incorporated, No. CV-23-00059-PHX-DJH 10 Plaintiff, ORDER
11 v. 12 7BD LLC, et al., 13 Defendants. 14 15 On May 22, 2025, Jet Aviation Flight Services,
Inc. (“Plaintiff” or “Jet Aviation”) 16 filed a Motion to Confirm Binding Arbitration Award (Doc.
49). On June 23, 2025, 7BD 17 LLC (“7BD”) and DePonte Investments (“DePonte”) (collectively,
“Defendants”) filed a 18 Motion to Vacate Arbitration Award (Doc. 54). Both Motions are fully
briefed. (See Docs. 19 53, 56, 57).¹ 20 I. Background 21 This case generally arises out of
contractual disputes between the parties. Despite 22 originally filing suit with the Court, the claims
in this case were eventually resolved 23 through arbitration proceedings. 24 A. The Parties’
Agreements

25 Throughout 2021, Plaintiff entered into five contracts (collectively, the
26 “Agreements”) with 7BD and/or DePonte. (See Docs. 49-2–49-6). These contracts include 27
two Aircraft Services Agreements, executed in March 2021 (“March ASA”) and in October 28 1
Plaintiff’s Reply to its Motion to Confirm acts simultaneously as a Response in Opposition to
Defendants’ Motion to Vacate. (See Doc. 56). 1 2021 (“October ASA”), as well as two
corresponding “Dry Leases.” (See Docs. 49-2, 49- 2 3, 49-5, 49-6). In essence, these agreements
memorialized the parties’ intent for 7BD to 3 pay Jet Aviation for its management, maintenance,
and charter services for two aircrafts 4 owned by 7BD: a Dassault Falcon 900EX and a Dassault
Falcon 2000 Classic. (See 5 generally id.). DePonte is listed as the “operator” on both the ASAs.
(Doc. 49-2 at 2; Doc. 6 49-5 at 2). DePonte and Jet Aviation, additionally, entered into the Flight
Support Services 7 Agreement (“FSSA”) to provide support personnel for the Dassault Falcon
2000 Classic in 8 conjunction with the March ASA. (Doc. 49-4). 9 During the course of the
Agreements, Plaintiff claimed that Defendants failed to pay 10 it amounts owed under the
Agreements. (Doc. 21 at ¶¶ 29–34). As a result of the alleged 11 nonpayments, Plaintiff originally
brought suit against Defendants in this Court on January 12 10, 2023. (See Doc. 1). Citing
arbitration clauses in their Agreements, the parties 13 subsequently filed a Joint Motion to Stay
pending Arbitration (Doc. 22), which the Court 14 granted on August 4, 2023. (See Doc. 24). 15
B. Arbitration Proceedings 16 The parties agreed to conduct binding arbitrations using Judicial
Arbitration and 17 Mediation Services (“JAMS”) alternative dispute resolution, governed by the
JAMS Rules. 18 (Doc. 22 at 2). On August 9, 2023, Plaintiff filed its First Amended Statement of
Claims 19 with JAMS, bringing a singular breach of contract claim. (Doc. 49-10). Defendants, in
20 answering the First Amended Statement, brought affirmative defenses as well as 21
counterclaims of breach of contract and the implied covenant of good faith and fair dealing 22
against Jet Aviation. (Doc. 49-11). Later that same month, the parties stipulated that 23 Daniel
Platt, Esq. would serve as the Arbitrator throughout the JAMS proceedings. (Doc. 24 49-7 at 2). 25
On November 2, 2023, the parties attended a preliminary hearing and received the 26 original
schedule for their arbitration. (Doc. 49-12 at 2). Initial disclosures were to be 27 completed by

November 30, 2023, the discovery cut-off would be thirty days prior to the 28 evidentiary hearing, and motions to compel discovery had to be filed and served no later 1 than five days after the discovery cut-off. (Id. at 3–4). The evidentiary hearing was first 2 set to begin on April 29, 2024. (Id. at 5). 3 However, the discovery process proved to be highly contentious, requiring the 4 Arbitrator to settle multiple discovery disputes and extend the time needed for the parties 5 to complete the necessary discovery. (See Doc. 49-13 at 2–3, 5–6, 8–10, 12, 14, 16–20, 6 22–23). Therefore, the original scheduling order was amended, and the evidentiary hearing 7 was reset to begin on August 26, 2024. (Doc. 49-14). Following further discovery, 8 including the deposition of two Jet Aviation witnesses, Defendants moved to continue the 9 evidentiary hearing, which Plaintiff opposed. (Doc. 49-16 at 2). The Arbitrator granted 10 the motion to continue and set a five-day evidentiary hearing to be conducted on September 11 9, 10, 17, 2024 and October 2 and 3, 2024. (Id.) An additional arbitration date was then 12 added and scheduled for October 11, 2024. (Id. at 5). 13 On August 28, 2024, Defendants filed a “Motion for Appointment of Discovery 14 Master, Motion to Compel and Continue Depositions, Motion to Continue Arbitration,” 15 which sought the “following relief: (1) the appointment of a Discovery Master at 16 Claimant’s expense; (2) additional time to depose the corporate designees on topics 1, 2, 17 3, 6, 7, 8, 11, 12, 14, 16, 17 and 18; (3) to continue the evidentiary hearing; and (4) 18 additional time to bring a motion to compel.” (Doc. 49-17 at 2–3). The Arbitrator held a 19 telephonic hearing on the motion that same day and subsequently denied all of Defendants’ 20 requested relief. (Id. at 2–3). Despite the forthcoming evidentiary hearing on September 21 3, 2024, Defendants filed a complaint in Maricopa County Superior Court against Jet 22 Aviation, bringing accounting and fraud claims related to the Agreements and parties’ 23 ongoing arbitration. (See 7BD, LLC et al. v. Jet Aviation, CV2024-024192 (“Case Two”). 24 Plaintiff subsequently removed Case Two to this Court. (See Case No. 2:24-cv-02645).2 25 Notwithstanding Defendants’ decision to file Case Two, the parties proceeded with 26 arbitration on their initial claims, and a six-day evidentiary hearing was held before the 27 2 Defendants’ Case Two suit has muddied the waters here. After removal, Case Two was consolidated with the present case (Doc. 48). The claims in Case Two were then 28 subsequently referred to arbitration. (See Doc. 58). The parties are still in the early stages of the arbitration proceedings on Defendants’ Case Two claims. (See Doc. 65). 1 Arbitrator on September 9, 10, 17, and October 2, 3, and 11, 2024. (Doc. 55-17 at 4). In 2 advance of the hearing, the parties submitted opening briefs to the Arbitrator, and in lieu 3 of oral closing arguments, the parties filed closing briefs. (Docs. 49-18, 49-20). 4 Throughout the hearing, both parties examined and cross-examined expert and lay 5 witnesses, and they had the opportunity to present evidence and argument to the Arbitrator. 6 (See generally Docs. 55-1–55-5) (hearing transcripts)). Ultimately, the Arbitrator found 7 for Jet Aviation on all claims and awarded it damages against 7BD in the amount of 8 \$1,295,161.00 and against DePonte in the amount of \$215,158.00. The Arbitrator also 9 awarded Jet Aviation \$736,169.73 in attorney fees, assessed jointly and severally against 10 Defendants. (See Doc. 55-17 at 2–26). Following the Arbitrator’s Final Award, the

parties 11 filed cross motions to either confirm or vacate the award, which are now before the Court. 12 (Docs. 49, 54). 13 II. Legal Standard 14 Judicial review of an arbitration award is “limited and highly deferential.” *Comedy 15 Club, Inc. v. Improv W. Assocs.*, 553 F.3d 1277, 1288 (9th Cir. 2009) (internal quotation 16 omitted). The Federal Arbitration Act (“FAA”) enumerates limited grounds on which a 17 federal court may vacate, modify, or correct an arbitral award. *Bosack v. Soward*, 586 F.3d 18 1096, 1102 (9th Cir. 2009). Courts may only vacate an arbitration award: 19 (1) where the award was procured by corruption, fraud, or undue means; 20 (2) where there was evident partiality or corruption in the arbitrators, or either 21 of them; 22 (3) where the arbitrators were guilty of misconduct in refusing to postpone 23 the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by 24 which the rights of any party have been prejudiced; or 25 (4) where the arbitrators exceeded their powers, or so imperfectly executed 26 them that a mutual, final, and definite award upon the subject matter 27 submitted was not made. 9 U.S.C. § 10(a). 28 1 “Neither erroneous legal conclusions nor unsubstantiated factual findings justify 2 federal court review of an arbitral award under the statute, which is unambiguous in this 3 regard.” *Kyocera Corp. v. Prudential-Bache Trade Services, Inc.*, 341 F.3d 987, 994 (9th 4 Cir. 2003). The limited review authority under § 10(a) “is designed to preserve due process 5 but not to permit unnecessary public intrusion into private arbitration procedures.” (*Id.* at 6 998). “The burden of establishing grounds for vacating an arbitration award is on the party 7 seeking it.” *U.S. Life Ins. v. Superior Nat’l Ins. Co.*, 591 F.3d 1167, 1173 (9th Cir. 2010). 8 III. Discussion 9 The Court will first address Defendants’ Motion to Vacate to determine whether 10 Defendants received a fundamentally fair hearing. The Court will then turn to the merits 11 of Plaintiff’s Motion to Confirm the Arbitration Award. 12 A. Defendants’ Motion to Vacate 13 Defendants’ arguments only concern § 10(a)(3), which again provides that vacatur 14 of an award may be entered “where the arbitrators were guilty of misconduct in refusing to 15 postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent 16 and material to the controversy; or of any other misbehavior by which the rights of any 17 party have been prejudiced[.]” 9 U.S.C. § 10(a)(3). 18 Defendants argue vacation of the Award is justified under § 10(a)(3) because the 19 Arbitrator, (i) “refus[ed] to compel Plaintiff[] to produce additional discovery respecting 20 the correct amount of charter revenue credits, (ii) refus[ed] to postpone the hearing to allow 21 the discovery, and (iii) refus[ed] to permit certain of Defendants’ inquiries into the subject 22 at the hearing.” (Doc. 54 at 5 (internal quotations omitted)). The Court will address each 23 contention in turn.³ 24 3 At the outset, the Court reminds Defendants of the highly limited review role it has here. Defendants spend a significant portion of their briefing recounting why they believe 25 documents in Plaintiff’s billing packages were unreliable or contained errors. (See, e.g., Doc. 54 at 8–13). Additionally, Defendants’ Motion addresses the Arbitrator’s 26

consideration of hearsay evidence and the opinions given by Plaintiff's expert. (Doc. 54 at 16–17, 19). These issues are outside of the Court's review and, moreover, do not relate to the three areas raised above. See *Coutee v. Barington Capital Group, L.P.*, 336 F.3d 1128 (9th Cir. 2003) (When reviewing an arbitration award, “[the Court has] no authority to re-weigh the evidence.”). In its limited § 10(a) review, it is not for the Court to consider the merits of the underlying claims or award.

1. Refusal to Compel Additional Discovery

Defendants contend that the Arbitrator committed misconduct in limiting discovery and excluding evidence. (Doc. 54 at 18–21). They further assert that the Arbitrator “[refused] to compel Plaintiff to produce additional discovery respecting the correct amount of charter revenue credits,” rendering the proceedings fundamentally unfair. (Id. at 5). Defendants do not specify what discovery the Arbitrator refused them or which documents they were seeking, and, outside of mentioning a motion they filed requesting various forms of relief, Defendants do not detail the efforts that they brought before the Arbitrator to get any additional discovery.

Plaintiff says that it produced “thousands of documents” compared to Defendants’ production and argues that its productions fully enabled Defendants to calculate charter income. (Doc. 56 at 2). Arbitration does not “provide the same procedural protection as do judicial proceedings[,]” and “an arbitrator need only grant the parties a fundamentally fair hearing.” *Sunshine Min. Co. v. United Steelworkers of Am., AFL-CIO, CLC*, 823 F.2d 1289, 1295 (9th Cir. 1987) (internal quotation marks and citation omitted). “A hearing is fundamentally fair if it meets the minimal requirements of fairness—adequate notice, a hearing on the evidence, and an impartial decision by the arbitrator.” Id. (internal quotation marks and citation omitted). Arbitrators enjoy “wide discretion to require the exchange of evidence, and to admit or exclude evidence, how and when they see fit,” so long as they give “each of the parties to the dispute an ‘adequate opportunity to present its evidence and arguments.’ ” *U.S. Life Ins.*, 591 F.3d at 1175 (quoting *Sunshine Mining Co.*, 823 F.2d at 1295). “The arbitrator is the judge of the admissibility and relevancy of evidence submitted in an arbitration proceeding.” *Hoteles Condado Beach, La Concha and Conv. Ctr. v. Union De Tronquistas*

25 Loc. 901, 763 F.2d 34, 39 (1st Cir. 1985). “[E]very failure of an arbitrator to receive

26 4 Defendants also address a discovery dispute that the Arbitrator resolved by ordering “the parties to respond to each other’s requests without limitation.” (Doc. 54 at 12). According to Defendants, Plaintiffs thereafter made supplemental productions on May 6 and 17, 2024. (Id.) As this was not an unfavorable outcome to Defendants, the Court assumes that this discovery dispute is not implicated in Defendants’ claim that the Arbitrator refused to compel further documents. 1 relevant evidence does not constitute misconduct requiring vacatur of an arbitrator’s 2 award.” Id. at 40. A federal court may vacate an arbitrator’s award only if the arbitrator’s 3 refusal to hear pertinent and material evidence prejudices the rights of the parties to the 4 arbitration proceedings. Id. 5 Defendants liken their circumstances to those of the plaintiff in *Lindsey v. Travelers 6 Com. Ins. Co.*, 636 F. Supp. 3d 1181 (E.D. Cal. 2022). In *Lindsey*, the

plaintiff filed three motions to compel payroll data from defendant, evidence he said would support his claim that the defendant denied him promotions based on his race. *Id.* at 1182, 1186. The last motion to compel was filed while the defendant's motion for summary judgment was 10 pending. In this motion, the plaintiff explained that the data was relevant because a manager at the defendant company "had told him he was making about \$30,000 to \$40,000 less than white employees with similar or less experience." *Id.* at 1186. Nonetheless, the arbitrator granted the defendant's motion for summary judgment, concluding that the plaintiff "had not cited evidence to show 'race was even a factor' in [the defendant's] pay and promotion decisions," then denied the discovery dispute as moot. *Id.* Upon review, the court found that "the arbitrator denied [the plaintiff] the very evidence he later faulted him for not producing," such that the proceedings were fundamentally unfair. *Id.* However, Defendants' discovery efforts and the already-available evidence here are not comparable to the circumstances in *Lindsey*. Most critically, unlike *Lindsey*, Defendants did not file a motion to compel the production of any further or unredacted documents that they were seeking. In their attempt to reopen the completed hearing, Defendants claimed that they had filed a motion to compel "documents that would show the amount of charter revenue actually received by Jet Aviation." But the Arbitrator pushed back against this portrayal, stating Defendants' "characterization of that motion is inaccurate because it did not seek the production of any documents." (Doc. 55-17 at 16). Instead, the record reveals Defendants filed a motion requesting "the following relief: (1) the appointment of a Discovery Master at Claimant's expense; (2) additional time to depose the corporate designees on topics 1, 2, 3, 6, 7, 8, 11, 12, 14, 16, 17 and 18; (3) to continue the evidentiary hearing; and (4) additional time to bring a motion to compel." (Doc. 49-17 2 at 2). The Arbitrator held a telephonic hearing on the motion, and the rulings on Defendants' requests are telling. In relevant part, the Arbitrator's order reads: 4 Motion for Additional Time to Depose the Corporate Designees on Topics 1, 2, 3, 6, 7, 8, 11, 12, 14, 16, 17: The Motion does not contain any evidence as to those topics; the notice of deposition was not included as evidence in support of the request. Nor do Respondents articulate what each topic is so the Motion is therefore DENIED as to this request. 7 8 Motion to Continue the Evidentiary Hearing: Respondents moved to continue the hearing on July 31, 2024. That motion was granted, and the evidentiary hearing was continued. Respondents now move again based on the argument that they need more time to conduct discovery. However, Respondents have made no showing as to why they waited months before beginning discovery, why a second continuance is necessary, or why 14 12 hours of testimony of a corporate witness is insufficient. The Motion is therefore DENIED as to this request. 13 Motion for Additional Time to Bring a Motion to Compel: This request seeks the same relief as the instant motion, i.e., further answers to certain topics allegedly contained in the Notice of Deposition. It is therefore duplicative. Also, as set forth above, no showing has been made. The Motion is therefore 16 DENIED as to this aspect of the relief sought. 17 (*Id.* at 3). 18 In sum, the Arbitrator denied Defendants requests because Defendants completely failed to

provide any specifics or identify any particular documents that they were seeking. 20 Crucially, Defendants do not guide the Court to where in the record it shows the Arbitrator 21 deprived Defendants of any material evidence that they sought, or where in the record 22 Defendants explained their need for the evidence during the discovery process. C.f. 23 *Lindsey*, 636 F. Supp. 3d at 1186. Notably, in September of 2023, Plaintiff provided 24 Defendants with “Monthly Billing Packages” (“MBPs”), which included “all contracts, 25 invoices, and all substantiating documentation[.]” (Doc. 49-15 at 2). Plaintiff later 26 produced additional “Charter Invoices” and “Charter Invoice Worksheets” to Defendants.⁵ 27 5 Defendants take issue with the redactions in these documents, but they do not submit any 28 compelling argument about how Plaintiff’s redactions amount to misconduct by the Arbitrator. Plaintiff redacting certain information in documents “does not describe any 1 Therefore, Defendants purportedly had extensive financial records relevant to Plaintiff’s 2 charter invoice revenue available to them during the arbitration. Moreover, they conducted 3 fourteen hours of deposition with Plaintiff’s corporate witness. (See Doc. 55-16 at 3; Doc. 4 49-17 at 3). As such, Defendant did not lack the only evidence available to calculate charter 5 income. 6 In ruling on Defendants’ request to reopen the hearing, the Arbitrator concluded that 7 Defendants “did not file a motion to compel the production of any documents and has 8 therefore not made a showing of good cause to reopen the hearing.” (Doc. 55-17 at 16). 9 The Arbitrator was also convinced that Defendants had all the necessary evidence to 10 calculate the amount of charter revenue Plaintiff received because Defendants’ expert 11 stated as much. (Doc. 55-17 at 16–17). Defendants disagree with this characterization, 12 noting that their expert pointed out that such a conclusion was only justified if one assumed 13 that the charter revenue invoices were accurate. (Doc. 54 at 18). Defendants do not, 14 however, specify what documents or information would have revealed any inaccuracies. 15 Moreover, the Arbitrator was able to determine for himself whether he found the invoices 16 to be accurate, then was able to credit the expert’s statement as he saw fit. 17 Indeed, the Arbitrator noted that Plaintiff’s expert testified as to the past due balance 18 owed by Defendants and “[n]o evidence was offered to counter the analysis of [Plaintiff’s 19 expert]...[Defendant’s] designated expert, confirmed those calculations, did not offer any 20 of his own, acknowledged that the data necessary to form an opinion was produced and 21 testified that ‘I have not disputed invoices, and I have not disputed [Plaintiff’s expert’s] 22 report.’ ” (Doc. 55-17 at 11). “Absent exceptional circumstances...a reviewing court may 23 not overturn an arbitration award based on the arbitrator’s determination of the relevancy 24 or persuasiveness of the evidence submitted by the parties.” *Hoteles Condado Beach*, 763 25 action by the arbitrator, let alone any refusal by the arbitrator to hear certain evidence.” *Steinmann v. ZTE Corp.*, 2015 WL 13546434. *5 (C.D. Cal. 2015), *aff’d*, 692 Fed. Appx. 26 493 (9th Cir. 2017) (unpublished) (emphasis original). During the hearing, Defendants raised the issue of the redactions in Plaintiff’s supplemental productions. The Arbitrator 27 then stated that the redactions would be considered towards the weight he afforded the documents. (Doc. 55-1 at 71–72). Defendants, otherwise, do not show that they raised the 28 redaction issue with the arbitrator or

sought to compel unredacted documents such that the Court can review any decision for possible misconduct on the part of the Arbitrator. 1 F.2d at 39-40. And “the evidence need only be sufficient to enable the arbitrators to make 2 an informed decision.” Nordahl Dev. Corp., Inc. v. Salomon Smith Barney, 309 F. Supp. 3d 1257, 1265 (D. Or. 2004); Flender Corp. v. Techna-Quip Co., 953 F.2d 273, 281 (7th

4 Cir. 1992) (declining to vacate an arbitration award based on the arbitrator’s exclusion of 5 evidence concerning mitigation of damages); see also McEnery v. McEnery, 2025 WL 6315414, *3-4 (N.D. Cal. 2025) (confirming an arbitration award where the arbitrator 7 determined that valuation of the relevant LLCs submitted by plaintiff after the interim 8 award did not warrant reconsidering the award). 9 While Defendants address Plaintiff’s conduct during discovery at length, the parties’ 10 contentious relationship is not relevant to the considerations before the Court. Rather, the 11 question is whether the Arbitrator committed misconduct by refusing to hear evidence 12 pertinent and material to the controversy. The Court finds that Defendants have not shown 13 that the Arbitrator refused to consider any such evidence, primarily because Defendants 14 were not diligent in bringing efforts to compel any specific discovery they thought was 15 essential. Although Defendants frame their arguments as discussions of the Arbitrator’s 16 conduct, they ultimately point to almost no affirmative action taken by the Arbitrator in 17 regard to Defendants’ discovery efforts. (See Arbitration Decision, Doc. 55-17 at 13 18 (noting that Defendants failed to address the merits of Plaintiff’s claims or their own 19 counterclaims in their closing arguments and instead merely “argued that due to discovery 20 abuses by Jet Aviation, they were not provided with sufficient documentation to prove their 21 case”)); Steinmann, 2015 WL 13546434 at *6 (“Plaintiffs do not explain how the 22 arbitrator’s denial of ‘[Plaintiff’s]’ attempts to obtain any discovery regarding the amount 23 of the earnings owned to him’ prejudiced Plaintiffs where Plaintiffs’ Opposition to 24 Defendants’ Motion for Final Determination explicitly references this argument.”). 25 Notably, Defendants’ Motion does not include any significant discussion of their discovery 26 efforts to acquire the documents they thought to be essential. (See generally Doc. 54). 27 At bottom, Defendant has not demonstrated a refusal by the Arbitrator to hear 28 material evidence. Defendants do not articulate what specific additional evidence that they 1 sought, nor do they convincingly explain how it was critical to the outcome. The Arbitrator 2 correctly determined that he and Defendants had all the necessary information to correctly 3 calculate the damages in these proceedings. 4 2. Refusal to Postpone Evidentiary Hearing 5 Defendants also argue the award should be vacated because the Arbitrator 6 improperly refused to postpone the evidentiary hearing. (See Doc. 54 at 15). 7 Arbitrators are “provided with broad discretion and great deference in their 8 determinations of procedural adjournment requests.” Fordjour v. Washington Mut. Bank, 9 2010 WL 2529093, at *5 (N.D. Cal. 2010). “While the arbitrary denial of a reasonable 10 request for a postponement may serve as a ground for vacating the arbitration award, if 11 there exists a reasonable basis for the arbitrator’s considered decision not to grant a 12 postponement, no misconduct will be found.” Id. (citation

omitted). Vacatur under section 13 10(a)(3) is only warranted if the denial of a postponement denied a party a fundamentally 14 fair arbitration proceeding. Id. 15 Here, the evidentiary hearing had already been postponed twice, and the Arbitrator 16 denied Defendants' request to postpone it a third time. (See Doc. 49-14, Doc. 49-16). In 17 so ruling, the Arbitrator explained that "[Defendants] have made no showing as to why 18 they waited months before beginning discovery, why a second continuance is necessary, 19 or why 14 hours of testimony of a corporate witness is insufficient." (Doc. 49-17 at 3). 20 Although the Arbitrator was not required to explain his decision, see *El Dorado Sch. Dist.*

21 *No. 15 v. Contrl. Cas. Co.*, 247 F.3d 843, 848 (8th Cir. 2001); *A.G. Edwards & Sons, Inc.*

22 *v. McCollough*, 967 F.2d 1401, 1403 (9th Cir. 1992), here he did: he provided that 23 Defendants made an insufficient showing that further postponement was necessary given 24 the time and efforts already expended on discovery. Thus, the Arbitrator gave a reasonable 25 basis for his decision not to postpone, and the denial of a postponement did not result in a 26 fundamentally unfair hearing. See, e.g., *Milliner v. Bock*, 2020 WL 3103788, *4-5 (N.D.

27 Cal. 2020) (upholding an unexplained denial of postponement where the respondents

28 agreed to the already-set discovery deadlines and did not specify an actual discovery 1 dispute).

2 3. Refusal to Permit Certain Questioning 3 Defendants' final contention under § 10(a)(3) is that the Arbitrator's refusal to 4 permit certain of Defendants' inquiries during the hearing amounted to a refusal to hear 5 evidence pertinent and material to the controversy. (Doc. 54 at 14–15). Defendants point 6 to a sustained objection on the second day of the evidentiary hearing. (Doc. 55-2 at 209– 7 10). When Defendants questioned Plaintiff's Vice President ("VP") about Jet Aviation's 8 vendor agreement with "NetJets" Plaintiff argued that "bringing in collateral contractual 9 agreements with third-parties" was "wholly inappropriate." (Id. at 210). The Arbitrator 10 sustained Plaintiff's objection. Defendants now claim the Arbitrator's sustained objection 11 prohibited Defendants from "discover[ing] the Aircraft's true charter revenue[.]" (Doc. 54 12 at 15). 13 Defendants do not explain how these third-party contracts prohibited them from 14 establishing Plaintiff's "true" charter revenue, or how they were necessarily relevant to the 15 calculation such that Arbitrator's refusal to hear this testimony in full undermined the 16 fundamental fairness of the proceeding. Nor do they provide any authority that supports 17 the contention that the Arbitrator's sustained objection to this questioning deprived 18 Defendants of a fair hearing. The Court notes that this objection was only sustained after 19 Defendants counsel was allowed to ask Plaintiff's VP multiple questions about NetJets and 20 after Defendants were able to question following witnesses about NetJets. (See Doc. 55-2 21 at 204–208; see, e.g., Doc. 56-4 at 96; Doc. 56-5 at 55 (listing references to "NetJets" 22 during subsequent hearing days)). "[Defendants have] provided no argument or authority 23 to show that [the Arbitrator's] rulings were erroneous or affected the fundamental fairness 24 of the arbitration. Absent this case authority and argument, [Defendants'] argument is 25 nothing more than an expression of disagreement with evidentiary rulings which does not 26 support vacatur." *MPJ v. Aero Sky*,

L.L.C., 673 F. Supp. 2d 475, 501 (W.D. Tex. 2009). 27 In sum, “[t]he standard for vacatur of an arbitration award is high, and [Defendants] 28 have not met their burden to show they are entitled to such vacatur.” *Goldan v. Toll 1 Brothers AZ Limited Partnership*, 2025 WL 1940011, *6 (D. Ariz. 2025). Defendants were 2 afforded an extensive discovery process and attended a six-day hearing where they had 3 ample opportunity to present their case to the Arbitrator. None of the Arbitrator’s actions 4 identified by Defendants constitute misconduct and certainly does not warrant vacating the 5 final award. 6 B. Plaintiff’s Motion to Confirm 7 Having determined that no circumstances in the underlying arbitration require 8 vacatur under § 10(a)(3), the Court will address Plaintiff’s Motion to Confirm. 9 A party to an arbitration may apply to a district court for an order confirming the 10 arbitration award. 9 U.S.C. § 9. A court “must grant such an order unless the award is 11 vacated, modified, or corrected as prescribed in sections 10 and 11 of [the FAA].” *Id.*; see 12 *Stafford v. Baart Behavioral Health Servs.*, 855 F. App’x 426, 427 (9th Cir. 2021) (granting 13 an arbitration award because there were no grounds for vacatur). 14 The Court concluded above that the Arbitrator did not commit misconduct under 15 § 10(a)(3). Plaintiff further submits, in its Motion, that the award was not procured by 16 corruption, fraud, or undue means; the Arbitrator did not demonstrate evident partiality or 17 corruption; and the Arbitrator did not exceed his authority. (See Doc. 49 at 12–16); 9 18 U.S.C. § 10(a)(1–4). The Court agrees that no basis for the vacatur or modification of the 19 award has been demonstrated and finds that the parties received a fundamentally fair 20 hearing before an impartial Arbitrator. Therefore, confirmation of the award is required, 21 and Plaintiff’s Motion is granted. See 9 U.S.C. § 9. 22 Accordingly, 23 IT IS ORDERED that Defendants’ Motion to Vacate Arbitration Award (Doc. 54) 24 is DENIED. 25 IT IS FURTHER ORDERED that Plaintiff’s Motion to Confirm Binding 26 Arbitration Award (Doc. 49) is GRANTED. 27 IT IS FURTHER ORDERED that the Final Award dated March 31, 2025, in the 28 matter executed by Arbitrator Daniel Platt, Esq., JAMS Arbitration Reference No. 1 || 5220003064 (Doc. 49-1), is CONFIRMED under 9 U.S.C. § 9. The Clerk of the Court is ☐☐ kindly directed to enter judgment on the Award (Doc. 49-1) under 9 U.S.C. § 13. 3 IT IS FINALLY ORDERED that Plaintiff may file a motion for attorney fees, pursuant to the Agreements and A.R.S. § 12-341.01, within thirty (30) days of this Order. 5 Dated this 16th day of March, 2026. 6 7 . Ja 8 dz Diangf 9 United States District Judge 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 -14-