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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

<p>AMERICAN LEGAL FUNDING, L.L.C.,</p> <p>Petitioner - Appellee,</p> <p>v.</p> <p>RAYFORD L. ETHERTON, JR.,</p> <p>Respondent - Appellant.</p>
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No. 09-15990

D.C. No. 2:08-cv-00990-ECV

MEMORANDUM*

Appeal from the United States District Court
for the District of Arizona
Edward C. Voss, Magistrate Judge, Presiding**

Submitted March 16, 2010***

Before: SCHROEDER, PREGERSON, and RAWLINSON, Circuit Judges.

Rayford L. Etherton, Jr., appeals pro se from the district court's judgment

* This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

** Pursuant to 28 U.S.C. § 636(c)(1), the parties consented to proceed before a magistrate judge.

*** The panel unanimously concludes this case is suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

confirming an arbitration award in favor of American Legal Funding, L.L.C. under the Federal Arbitration Act. We have jurisdiction under 28 U.S.C. § 1291. We review de novo, *Employers Ins. of Wausau v. Nat'l Union Fire Ins. Co. of Pittsburgh*, 933 F.2d 1481, 1485 (9th Cir. 1991), and we affirm.

The district court properly confirmed the arbitration award because Etherton did not demonstrate any ground for vacating, modifying, or correcting the award. *See* 9 U.S.C. § 9; *Hall St. Assocs., L.L.C. v. Mattel, Inc.*, 552 U.S. 576, 582, 584 (2008) (explaining that a court must confirm an arbitration award unless the award is vacated, modified, or corrected under the exclusive grounds listed in 9 U.S.C. §§ 10 and 11).

Etherton's remaining contentions are unpersuasive.

Appellee's motion to strike portions of Etherton's opening brief is denied as moot.

Appellee's request for leave to file a request for fees on appeal is unnecessary because leave is not required. *See* 9th Cir. R. 39-1.6.

AFFIRMED.