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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

TELEPORT MOBILITY, INC.; NORTHERN LIGHTS, LLC, Plaintiffs - Appellees, v. Mr. KRZYSZTOF SYWULA, Defendant - Appellant.	No. 25-2182 D.C. No. 3:21-cv-00874-SI MEMORANDUM*

Appeal from the United States District Court
for the Northern District of California
Susan Illston, District Judge, Presiding

Submitted August 13, 2026**
San Francisco, California

Before: LEE, MENDOZA, JR., and DE ALBA, Circuit Judges.

Krzysztof Sywula raises several challenges to an arbitration order entered against him and in favor of Teleport Mobility, Inc. ("Teleport") and Northern Lights, Inc. ("Northern Lights"). We have jurisdiction under 9 U.S.C. § 16 and

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* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

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

affirm the district court's order denying Sywula's petition to vacate the award and granting Teleport and Northern Lights' motion to confirm it.

"We review a district court's decision to confirm or vacate an arbitration award de novo." *HayDay Farms, Inc. v. FeeDx Holdings, Inc.*, 55 F.4th 1232, 1238 (9th Cir. 2022).

1. Vacatur. Under Section 10(a)(4) of the Federal Arbitration Act ("FAA"), courts have "extremely limited authority to review arbitration awards." *Id.* at 1239; 9 U.S.C. § 10(a)(4). "[Section] 10(a)(4) 'is a high standard for vacatur.'" *HayDay Farms, Inc.*, 55 F.4th at 1240 (quoting *Lagstein v. Certain Underwriters at Lloyd's, London*, 607 F.3d 634, 641 (9th Cir. 2010)). Vacating an award "is warranted only in egregious cases." *Pac. Reinsurance Mgmt. Corp. v. Ohio Reinsurance Corp.*, 935 F.2d 1019, 1025 (9th Cir. 1991).

An arbitration award may be vacated under Section 10 if the arbitrator's misconduct prejudiced a party's rights such that the proceedings lacked fundamental fairness. 9 U.S.C. § 10(a); *see Move, Inc. v. Citigroup Glob. Mkts., Inc.*, 840 F.3d 1152, 1158 (9th Cir. 2016). "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." *Sunshine Mining Co. v. United Steelworkers of Am.*, 823 F.2d 1289, 1295 (9th Cir. 1987) (citation modified).

Under Section 10, arbitration awards may also be vacated if arbitrators "exceeded their powers." 9 U.S.C. § 10(a)(4). "Arbitrators exceed their powers . . . not when they merely interpret or apply the governing law incorrectly, but when the award is completely irrational, or exhibits a manifest disregard of law." *Lagstein,* 607 F.3d at 641 (citations modified). "[M]anifest disregard . . . requires 'something beyond and different from a mere error in the law or failure on the part of the arbitrators to understand and apply the law.'" *Collins v. D.R. Horton, Inc.*, 505 F.3d 874, 879 (9th Cir. 2007) (quoting *San Martine Compania De Navegacion, S.A. v. Saguenay Terminals Ltd*., 293 F.2d 796, 801 (9th Cir.1961)).

Sywula contends that the district court erred by confirming the arbitration award even though the arbitrator denied his third motion for a continuance, allegedly canceled his depositions, and excluded certain evidence.[1] None of these arguments are availing.

a. Denial of third motion for a continuance. The arbitrator's denial of Sywula's third motion for a continuance did not constitute manifest disregard or misconduct causing prejudice. The denial did not constitute manifest disregard

[1] Sywula once mentions "showed partiality" as a basis for vacatur in his brief but does not make any argument to support the alleged partiality. Therefore, it is forfeited and we do not address it. *See Brownfield v. City of Yakima*, 612 F.3d 1140, 1149 n.4 (9th Cir. 2010). Additionally, Sywula has abandoned his argument that the district court lacked jurisdiction to confirm the underlying arbitration award. He correctly notes that the recent Supreme Court case *Jules v. Andre Balazs Props., et al.*, 146 S. Ct. 1209 (2026), foreclosed that challenge.

because the arbitrator properly applied the relevant California Rule for determining whether there was good cause for the continuance. Thus, Sywula cannot show "that the arbitrator understood and correctly stated the law, but proceeded to disregard the same." *Collins*, 505 F.3d at 879 (citation modified). Sywula may disagree with the arbitrator's conclusion, but mere disagreement does not amount to "manifest disregard."

Nor did the denial of the continuance constitute misconduct resulting in prejudice to Sywula's rights. He contends that he was prejudiced because his attorney had withdrawn and, thus, he was forced to represent himself. But Sywula had about six weeks to engage new representation before the hearing. This is therefore unlike *Vann v. Shilleh*, 54 Cal. App. 3d 192 (1975), which Sywula relies on. There, the court denied a motion to continue a trial after the movant's attorney withdrew days before the trial was set to begin—not weeks before. *Id*. at 195. Further, the arbitration hearing had been continued—at Sywula's request and over Teleport and Northern Lights' objections—for over a year.

b. Alleged cancellation of depositions. The alleged cancellation of Sywula's depositions did not amount to the arbitrator "refusing to hear evidence pertinent and material to the controversy." 9 U.S.C § 10(a)(3). As a threshold matter, Sywula has not shown that the arbitrator "refus[ed] to hear evidence." *Id*. The arbitrator never issued a cancellation order. At most, the statements cited by

Sywula suggest that there was an assumption—at least between the arbitrator and Teleport and Northern Lights—that the depositions would not go forward after Sywula's lawyer withdrew. In any event, Sywula contributed to the cancellations. The ten depositions were scheduled "in the last ten days of the months-long discovery window" and Sywula changed the location of the depositions by about 500 miles the day before they were set to occur.

c. <u>Exclusion of certain evidence</u>. The arbitrator did not engage in misconduct by excluding certain evidence. The arbitrator granted Teleport's motion to exclude the evidence based on Sywula's failure to comply with the scheduling order. "Arbitrators enjoy wide discretion to require the exchange of evidence, and to admit or exclude evidence, how and when they see fit," and in any case, such a sanction was available to the arbitrator based on the scheduling order. *U.S. Life Ins. Co. v. Superior Nat. Ins. Co.*, 591 F.3d 1167, 1175 (9th Cir. 2010) (citation modified).

Sywula's excuse that he did not know about the scheduling order due to his attorney's withdrawal does not justify the untimely submissions. Sywula had ample time to familiarize himself with the scheduling order, or at the very least, to move for an extension of the deadlines. In any case, Sywula has not shown that the hearing failed to have "adequate notice, a hearing on the evidence, and an impartial decision by the arbitrator." *Sunshine Mining Co.*, 823 F.2d at 1295. Sywula had an opportunity to present evidence. The arbitrator amended the exclusion order and allowed Sywula to call two witnesses. Teleport and Northern Lights called five of Sywula's witnesses to testify, allowing Sywula an opportunity for cross-examination.

AFFIRMED.