

MAR 13 2012

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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

<p>STEVEN WIERZBA,</p> <p>Plaintiff - Appellant,</p> <p>v.</p> <p>E*TRADE FINANCIAL LLC,</p> <p>Defendant - Appellee.</p>

No. 10-16032

D.C. No. 3:09-cv-02883-JSW

MEMORANDUM*

Appeal from the United States District Court
for the Northern District of California
Jeffrey S. White, District Judge, Presiding

Submitted March 6, 2012**

Before: B. FLETCHER, REINHARDT, and TASHIMA, Circuit Judges.

Steven Wierzba appeals pro se from the district court’s judgment denying his motion to vacate an arbitration award entered against him and granting E*Trade Financial LLC’s motion to confirm the award. We have jurisdiction under 28

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

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

U.S.C. § 1291. We review de novo the district court’s denial of a motion to vacate an arbitration award. *Collins v. D.R. Horton, Inc.*, 505 F.3d 874, 879 (9th Cir. 2007). We affirm.

The district court properly denied Wierzba’s motion to vacate the arbitration award after concluding that Wierzba’s allegations of arbitrator incompetence, and his disagreements with the arbitration process and result, failed to demonstrate any of the statutory grounds for vacating the award. *See* 9 U.S.C. § 10; *Kyocera Corp. v. Prudential-Bache Trade Servs., Inc.*, 341 F.3d 987, 997-98 (9th Cir. 2003) (en banc) (“[T]he Federal Arbitration Act allows a federal court . . . to vacate an award that evidences affirmative misconduct in the arbitral process or the final result or that is completely irrational or exhibits a manifest disregard for the law.”); *see also* 9 U.S.C. §9 (a court must confirm the arbitration award unless it is “vacated, modified, or corrected”).

Contrary to Wierzba’s contention, the record reflects that there was a signed agreement between the parties to arbitrate their dispute.

We grant E*Trade Financial LLC’s motion to strike those portions of Wierzba’s excerpts of record that do not appear in the district court record. *See* 9th Cir. R. 30-2(a).

We deny Wierzba's motion for hearing and motion to supplement the record.

AFFIRMED.