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NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION EIGHT

WELLS FARGO BANK, N.A., Plaintiff and Respondent, v. ANTHONY DALIA, Defendant and Appellant.	B279159 (Los Angeles County Super. Ct. No. BC568921)

APPEAL from the judgment of the Superior Court of Los Angeles County. Teresa A. Beaudet, Judge. Affirmed.

Barton, Klugman & Oetting and Tod V. Beebe, for Plaintiff and Respondent.

Law Offices of Mark R. Haddon and Mark R. Haddon, for Defendant and Appellant.

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Following an arbitration conducted pursuant to a mandatory arbitration clause in a business line of credit contract, a judgment in favor of Respondent Wells Fargo Bank, N.A. ("Wells Fargo") in the amount of $135,032.14 was entered against Appellant Anthony Dalia ("Dalia").

On appeal, Dalia asserts that he did not agree to mandatory arbitration as part of the business line of credit contract.

We affirm.

BACKGROUND

Wells Fargo granted Dalia two business lines of credit and subsequently filed a complaint in Los Angeles Superior Court alleging that Dalia defaulted on them.

Dalia filed an answer and a cross-complaint alleging that Wells Fargo had committed several wrongful acts centered around a set-off that Wells Fargo had allegedly taken.

Wells Fargo filed a demand for arbitration pursuant to Code of Civil Procedure section 1281.7. Dalia opposed the motion.

Wells Fargo's motion to compel arbitration was granted. Following the arbitration, judgment in the amount of $135,032.14 was entered against Dalia.

A timely notice of appeal was filed.

DISCUSSION

Dalia contends there was no arbitration clause in his credit contract with Wells Fargo, and, therefore no contract.[1] We disagree.

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[1] In his reply brief, Dalia argues that he never received a copy of the "Customer Agreement" that is mentioned in his signed contract. An appellant cannot raise an issue for the first

1. Standard of Review

The process by which we review arbitration agreements was recently explained as follows:

"California law favors enforcement of valid arbitration agreements. [Citations.] Because arbitration is a contractual matter, a party who has not agreed to arbitrate a controversy cannot be compelled to do so. [Citations.] When the material facts are undisputed, we determine the existence of an agreement to arbitrate de novo. [Citations.] The party seeking arbitration bears the initial burden of demonstrating the existence of an arbitration agreement. [Citations.] Once the moving party has satisfied its burden, the litigant opposing arbitration must demonstrate grounds which require that the agreement to arbitrate not be enforced." (*Harris v. TAP Worldwide, LLC* (2016) 248 Cal.App.4th 373, 380-381.)

2. Legal Analysis

Dalia's opening brief is three and one-half pages in length and cites no authority for his position other than general case law references to contract law requiring a "meeting of the minds." His reply brief is less than two pages in length and cites *no* legal authority. In addition, Dalia did not designate a reporters transcript on appeal, making the clerk's transcript the only record presented.

" ' "Appellate briefs must provide argument and legal authority for the positions taken. 'When an appellant fails to raise a point, or asserts it but fails to support it with reasoned argument and citations to authority, we treat the point as

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time in a reply brief, and we consider the argument forfeited. (*Reichardt v. Hoffman* (1997) 52 Cal.App.4th 754, 764.)

waived.' " [Citation.] "We are not bound to develop appellants' argument for them. [Citation.] The absence of cogent legal argument or citation to authority allows this court to treat the contention as waived." ' " (*Orange County Water Dist. v. Sabic Innovative Plastics US, LLC* (2017) 14 Cal.App.5th 343, 383, quoting *Cahill v. San Diego Gas & Electric Co.* (2011) 194 Cal.App.4th 939, 956.)

The briefs submitted by Dalia do not meet this minimal standard. In addition, the record provided makes it almost impossible to review his claims. However, the issue regarding the existence of an agreement to arbitrate can be resolved with reference to the record. We reject this assertion because it is belied by the record. Dalia executed two related sets of documents in obtaining the business lines of credit at issue here. The first, the "Business Direct Credit Application–Agreement and Personal Guarantee," does not contain the arbitration agreement. However, Dalia overlooks the fact that he executed a second related document, the "Consumer Account Application," which contains the following language:

> "I also agree to the terms of the dispute resolution program described in the account agreement and the Direct Deposit Advance Service Agreement and Product Guide. *Under this program our disputes will be decided before one or more neutral persons in an arbitration proceeding and not by a jury trial or a trial before a judge.*" (Italics added.)

Dalia does not dispute his signature appears directly below this language. It is conclusive proof that he signed it and understood it. (Evid. Code § 622; *Estate of Wilson* (1976) 64 Cal.App.3d 786, 801.) As a result, he is bound by it.

DISPOSITION

The judgment is affirmed in its entirety.

HALL, J.*

WE CONCUR:

BIGELOW, P. J.

RUBIN, J.

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* Judge of the Los Angeles Superior Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.