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3 24 Kimberley Court  
4 Oakland, CA 94611  
5 Telephone (510) 531-1916  
6 Facsimile (510) 531-2063

7 Arbitrator

8 IN RE THE MATTER OF THE ARBITRATION

9 ) Arbitration No. 12248

10 ) Claimant,

11 ) vs.

12 ) **ORDER ON RESPONDENTS' MOTION**  
13 ) **FOR SUMMARY JUDGMENT AND**  
14 ) **JUDGMENT**

15 ) Respondents.  
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26 On May 6, 2014, Respondents

27 , and

28 (Hereafter "Respondents") filed for

Summary Judgment of Claimant's claim of professional negligence. The hearing of said Motion was scheduled for Friday, July 25, 2014.

Claimant having not responded in opposition to Respondents' motion, nor presenting any evidence, and in particular expert medical testimony, to contradict Respondents' expert declarations, the Motion for Summary Judgment, is GRANTED.

REASONS FOR DECISION

Respondents' Motion was based, in essence, on Claimant's failure to present expert medical testimony in support of this professional negligence matter. The claim here involves issues arising out of the diagnosis and care, and in particular the subscribing of medication, to a patient with a

1 medical history including uncontrolled hypertension, Type II diabetes, and hyperlipidemia. The  
2 issues of causation and standard of care in connection with such a medical matter are beyond the  
3 knowledge of a layperson and must be supported by expert testimony. *Munro v. Regents of Univ. of*  
4 *Cal.* (1989) 215 Cal.App.3d 977, 982. Further, the question of breach of this standard of care is  
5 particularly within the knowledge of expert medical witnesses in a situation such as this. *Zavala v.*  
6 *Board of Trustees* (1993) 16 Cal.App.4th 1755, 1764; *Selden v. Dinner* (1993) 17 Cal.App.4th 166,  
7 174.  
8

9 Here, Claimant has provided no expert medical testimony in support of her claim. There is  
10 also no presumption of negligence under the doctrine of Res Ipsa Loquitur in a case of alleged  
11 medical negligence such as this. *Siverson v. Weber* (1962) 57 Cal. 2d 834, 836. Because Claimant  
12 has not provided any such expert medical testimony that contradicts Respondents' testimony of  
13 Nurse Practitioner \_\_\_\_\_ and Dr. \_\_\_\_\_, MD, Claimant cannot create a triable  
14 issue of fact. *Munro, supra*, 215 Cal.App.3d at 984 ("When a defendant moves for summary  
15 judgment and supports his motion with expert declarations that his conduct fell within the  
16 community standard of care, he is entitled to summary judgment unless the plaintiff moves forward  
17 with conflicting expert evidence.")  
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19 Accordingly, Respondents' Motion for Summary Judgment is granted and judgment is  
20 entered in favor Respondents and against Claimant.  
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22 **Nothing in this arbitration decision prohibits or restricts the enrollee from discussing**  
23 **or reporting the underlying facts, results, terms and conditions of this decision to the**  
24 **Department of Managed Health Care.**

25  
26 DATED: July 30, 2014

27   
28 \_\_\_\_\_  
WILLIAM W. HASKELL, Arbitrator

ADR/MEDIATION SERVICES

WILLIAM W. HASKELL, P.C.

24 Kimberley Ct.

OAKLAND, CALIFORNIA 94611

Telephone (510) 531-1916

Facsimile (510) 531-2063

December 28, 2014

████████████████████  
Arbitration No. 12995

AWARD OF ARBITRATOR

By the terms of the Arbitration Management Conference, (AMC), in the event the Respondent had not appeared by December 1, 2014, the arbitration of this matter was scheduled for December 11, 2014, and, it could be conducted by the submission of letter brief and Declarations, if necessary.

The 2 page AMC Order was served by mail, the Respondents service was effectuated by Certified Mail, Return Receipt requested. A signed certification of receipt was received by the Arbitrator.

Claimant's hearing brief was received via fax, e-mail, and mail on December 10 and 11, 2014. A cover letter from Claimant's counsel indicates that service was made on Respondent.

On December 12, 2014, Claimant was advised that the hearing would remain open for an additional 7 day period in order to allow Respondent an opportunity to file a reply to Claimants hearing brief.

There being no communication, in any form, from Respondent, and having read and re-read Claimants hearing brief, given the undisputed facts set forth by Claimants hearing brief, and given the Points and Authorities set forth therein, the Claimant is awarded the sum of \$50,000.00

DATED: *Dec. 28, 2014*

ARBITRATOR:

*William W. Haskell*  
William W. Haskell

**Arbitration Award**

**Instructions:** The Neutral Arbitrator must serve the Award form on the parties and the OIA within fifteen business days of the date of the closing of most arbitration hearings. (If there are three arbitrators, this Award must be signed by at least two of them.) See Rules 37 - 39.

Arbitration Name: [REDACTED]

Arbitration Number: 12995

The Arbitrator(s) selected to determine the dispute between the Parties in the above referenced action, find(s):

An arbitration hearing was held on December 11-19, 2014.

It is the decision of the Arbitrator(s) that the prevailing Party in this Arbitration is (check one):

The Consumer is entitled to \_\_\_\_\_.

Or:

The Non-Consumer is entitled to \$50,000<sup>00</sup>.

The hearing was conducted (check one):

in person  by telephone  video conference  by documents only

Were attorney's fees awarded?  yes  no

If yes, how much and to whom? \_\_\_\_\_

**The reasons for this decision are attached.**

(Rule 38 requires that the Award provide findings of fact and conclusions of law, consistent with California Code of Civil Procedure Section 437c(g) or Section 632.)

**Nothing in this arbitration decision prohibits or restricts the enrollee from discussing or reporting the underlying facts, results, terms and conditions of this decision to the Department of Managed Health Care.**

William W. Haskell  
William W. Haskell Esq.

Date JAN 3, 2015

\_\_\_\_\_  
Signature of Party Arbitrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Party Arbitrator

\_\_\_\_\_  
Date

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State Bar No.

Telephone:  
Facsimile:

Attorneys for Respondents

(Erroneously sued herein as ) , and

**IN THE MATTER OF THE ARBITRATION OF**

Arbitration No. 13610

Claimant,

**ORDER GRANTING RESPONDENTS**

v.

**, AND  
\_\_\_\_\_, INC.'S MOTION FOR SUMMARY  
JUDGMENT**

Respondents.

Respondents

, and

's (hereinafter

collectively " " or "Respondents") Motion for Summary Judgment was set for hearing on April 21, 2016 at 10:00 a.m. before Neutral Arbitrator William W. Haskell, Esq. Claimant *In Propria Persona* was properly served with Respondents' motion. Said hearing was later rescheduled for April 28, 2016, and again, Claimant was properly served.

Upon consideration of the documents submitted in this matter and good cause appearing therefore,

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**IT IS HEREBY ORDERED THAT:**

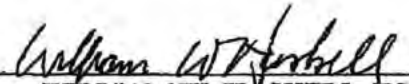
1. Respondents' Motion for Summary Judgment is **GRANTED**. This action lacks merit because the treatment at issue was at all times consistent with the standard of care and did not proximately cause any injury to Claimant. The action also lacks merit because it is barred by the applicable statute of limitations. Claimant has failed to file any opposition to 's motion, nor has he retained an attorney after being instructed on numerous occasions by the neutral arbitrator to do so. As such, Respondents are entitled to judgment as a matter of law.

2. Claimant's entire action against Respondents is **DISMISSED** with prejudice.

**IT IS SO ORDERED.**

Nothing in this arbitration decision prohibits or restricts the enrollee from discussing or reporting the underlying facts, results, terms or conditions of this decision to the Department of Managed Health Care.

DATED: April 28, 2016

  
\_\_\_\_\_  
WILLIAM W. HASKELL, ESQ.