

## 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:** KFHP v. \_\_\_\_\_      **Arbitration Number:** 14173

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

An arbitration hearing was ~~held on~~ NOT HELD, telephonic MSJ hearing held 8/31/17.

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

The Claimant(s) is entitled to \$10,156.67.

**Or:**

The Respondent(s) is entitled to \_\_\_\_\_.

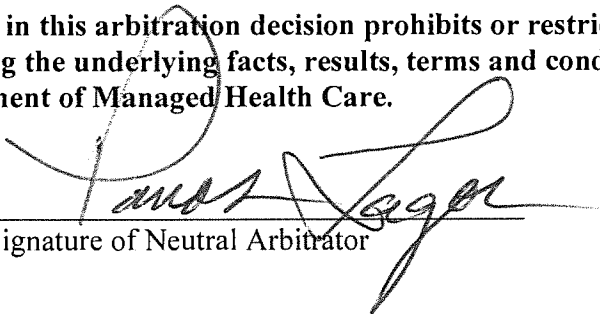
         /MSJ  
The hearing was conducted (**check one**):  
 in person     by telephone     video conference     by documents only

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.**

  
\_\_\_\_\_  
Signature of Neutral Arbitrator

September 12, 2017

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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**IN THE ARBITRATION MATTER OF**

KAISER FOUNDATION HEALTH PLAN, INC,	)	FINDINGS OF FACT AND
	)	CONCLUSIONS OF LAW IN
Claimant,	)	SUPPORT OF ARBITRATION
	)	AWARD
v.	)	
	)	
,	)	
	)	
Respondent.	)	

Having considered the parties' briefings on the summary judgment motion brought by Claimant, Kaiser Foundation Health Plan, Inc, as well as oral argument, the undersigned finds in favor of Claimant and provides the following Findings of Fact and Conclusions of Law in support of the Arbitration Award.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. Respondent, \_\_\_\_\_, was injured in an automobile accident on June 12, 2013;
2. Respondent, \_\_\_\_\_, was treated at Kaiser for her injuries;
3. Claimant, KAISER FOUNDATION HEALTH PLAN INC, provided medical benefits in the amount of \$49,110.17 for Respondent's injuries;
4. Respondent, \_\_\_\_\_, settled her personal injury third party action and her husband's loss of consortium claim for \$62,500.00 on December 11, 2015;

1           5.     Respondent, \_\_\_\_\_, as a dependent under her husband  
2 who enrolled in Claimant's health plan, is a member of same;

3           6.     Claimant's health plan is a legally enforceable contract as to Respondent,  
4 \_\_\_\_\_;

5           7.     Claimant, KAISER FOUNDATION HEALTH PLAN INC, had no duty to assist  
6 Respondent, \_\_\_\_\_, in any aspect of her third-party litigation;

7           8.     The made-whole doctrine was abrogated by Claimant's specific plan language to  
8 the contrary;

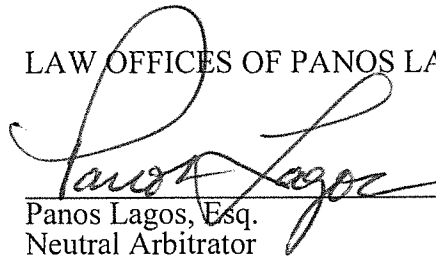
9           9.     There are no material issues of fact remaining to be decided in this matter;

10          10.    Respondent, \_\_\_\_\_, ignored discovery requests  
11 propounded upon her on issues including, but not limited to, her injuries and related monetary  
12 losses, communications with the third-party insurance carrier, notification to Claimant regarding  
13 third-party proceedings, any evidence related to the "made whole" doctrine, and financial  
14 hardship issues.

15          11.    Respondent, \_\_\_\_\_, was given a further opportunity,  
16 following the August 31, 2017 telephonic hearing on Claimant's summary judgment motion to  
17 provide some evidence in support of her argument during said hearing that Claimant's billing for  
18 the services rendered to her were incorrect and which opportunity to do so was also ignored.

19  
20 Dated: September 12, 2017

LAW OFFICES OF PANOS LAGOS

  
Panos Lagos, Esq.  
Neutral Arbitrator