

EXHIBIT A

Description of OIA Staff

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Marcella A. Bell, Esq., Independent Administrator. Ms. Bell, the principal of the Law Offices of Marcella A. Bell, started with the OIA when it was established in 1999 serving as Assistant Director. She became Director in 2000, and has served as the Independent Administrator since March 2015. She is a graduate of Loyola Marymount University and the University of West Los Angeles School of Law, where she served on the Moot Court Board of Governors. Her legal experience is primarily in the areas of civil rights and alternative dispute resolution. Ms. Bell was an attorney with the Law Offices of Sharon Lybeck Hartmann from 1995 to 2003, and the Law Offices of Sharon Oxborough from 2003 to March 2015.

Tracy Holler, Network Administrator and Office Manager. Ms. Holler has worked for the OIA since its inception in 1999. She is a graduate of California State Polytechnic University, Pomona, where she studied Business Administration, with a concentration in Management and Human Resources. Ms. Holler worked for the Hartmann firm from 1994 to 2003, and the Oxborough firm from 2003 to March 2015.

Aura Armas, Legal Assistant. Ms. Armas worked for the OIA as an intern from 2008 to 2009, and she has been a full time member of the staff since 2015. She is a graduate of Mount Saint Mary's University, Los Angeles where she received a Bachelor of Arts in Political Science and Philosophy with a minor in Pre-Law. After graduation, Ms. Armas completed two terms of service with AmeriCorps, where she worked at the Los Angeles Superior Court, Resource Center for Family Law, assisting self-represented litigants with their cases. Ms. Armas has also worked as a Firm Administrator and litigation assistant with a Los Angeles law firm. She is fluent in Spanish.

Vivian Arroyo, Administrative Assistant. Ms. Arroyo has worked for the OIA since its inception in 1999. She worked for the Hartmann firm from 1997 to 2003, and the Oxborough firm from 2003 to March 2015. Prior to that, she worked for Mexicana Airlines as a sales representative for fifteen years. She is fluent in Spanish.

Emma Bell, Legal Assistant. Ms. Bell worked for the OIA as an intern from 2016 to 2022, when she began working as a legal assistant. She is a graduate from Loyola Marymount University where she received a Bachelor of Arts in Psychology and is applying to law schools in the fall.

Rosanna Cavoto, Paralegal. Ms. Cavoto began working for the OIA at the end of 2022. She is a graduate of West Los Angeles Community College where she received her Paralegal Certificate, with a concentration in Corporate Law. She has 30 years' experience working for an entertainment law firm with an emphasis on television and motion picture contracts for actors, writers, and directors.

Julia Moore, Legal Assistant. Ms. Moore began working for the OIA in 2023. She is a graduate of University of Central Florida where she received a Bachelor of Arts in Political Science. Ms. Moore is also a graduate of Western State College of Law. Prior to working for the OIA, Ms. Moore was a legal assistant as a Real Estate law firm in Los Angeles.

Lynda Tutt, Administrative Assistant. Ms. Tutt has worked for the OIA since its inception in 1999. She is a graduate of the University of Phoenix, where she received a Bachelor of Arts in Business Management. She has many years' experience working for law firms. Ms. Tutt worked for the Hartmann firm from 1995 to 2003, and the Oxborough firm from 2003 to March 2015. She is a licensed notary.

EXHIBIT B

*Rules for Kaiser Permanente Member
Arbitrations Administered by
the Office of the Independent Administrator,
Amended as of January 1, 2024, redlined*

**RULES FOR KAISER PERMANENTE MEMBER
ARBITRATIONS**

ADMINISTERED BY

THE OFFICE OF THE INDEPENDENT ADMINISTRATOR

AMENDED AS OF JANUARY 1, 2023⁴

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A. GENERAL RULES

1. Goal

These Rules are intended to provide an arbitration process that is fair, timely, lower in cost than litigation, and that protects the privacy interests of all Parties.

2. Administration of Arbitration

The arbitrations conducted under these Rules shall be administered by the Office of the Independent Administrator. Arbitrations conducted under these Rules shall be considered to be consumer arbitrations under California law.

3. Confidentiality

Information disclosed to, and documents received by, an Arbitrator or the Independent Administrator by or from the Parties, their representatives, or witnesses in the course of the arbitration shall not be divulged by the Arbitrator or the Independent Administrator. With respect to the Independent Administrator, this Rule shall not apply to communications concerning Arbitrators, disclosures required by law, or statistical information used in its annual reports.

4. Code of Ethics

All Neutral Arbitrators shall comply with the Ethics Standards for Neutral Arbitrators in Contractual Arbitration, Division VI of the Appendix to the California Rules of Court ("Ethics Standards.") All party arbitrators shall comply with the AAA Code of Ethics for Arbitrators in Commercial Disputes.

5. Meaning of Arbitrator

The term "Arbitrator" in these Rules refers to the arbitration panel, whether composed of one or more Arbitrators or whether the Arbitrators are Neutral or Party. The term "Party Arbitrator" means an Arbitrator selected by one of the sides to the arbitration. The term "Neutral Arbitrator" means any Arbitrator other than a "Party Arbitrator."

6. Authority of Arbitrators

Once appointed, the Neutral Arbitrator will resolve disputes about the interpretation and applicability of these Rules, including disputes relating to the duties of the Arbitrator and the conduct of the Arbitration Hearing. In cases involving more than one Arbitrator, however, issues that are dispositive with respect to a claim, including summary judgment motions, will be ruled on by all three Arbitrators and decided by a majority of them. Upon commencement of the Arbitration Hearing and thereafter, all substantive decisions shall be made by a majority of the full panel or as otherwise agreed by them.

7. Contents of the Demand for Arbitration

The Demand for Arbitration shall include the basis of the claim against the Respondent(s); the amount of damages the Claimant(s) seeks in the arbitration; the name, address, telephone number, and email of the Claimant(s) and their attorney, if any; and the name of all Respondent(s).

Claimant(s) shall include all claims against Respondent(s) that are based on the same incident, transaction, or related circumstances in the Demand for Arbitration.

8. Serving a Demand for Arbitration

- a. In Northern California, Kaiser Foundation Health Plan, Inc. (“Health Plan”), Kaiser Permanente Insurance Corporation (“KPIC”), Kaiser Foundation Hospitals, and/or The Permanente Medical Group, Inc. shall be served with a Demand for Arbitration by mailing the Demand for Arbitration addressed to that Respondent(s) in care of:

Kaiser Foundation Health Plan, Inc.
Legal Department
One Kaiser Plaza
Oakland, CA 94612

Service on that Respondent shall be deemed completed when received.

- b. In Southern California, Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, and/or Southern California Permanente Medical Group, shall be served with a Demand for Arbitration by mailing the Demand for Arbitration to that Respondent(s) in care of:

Kaiser Foundation Health Plan, Inc.
Legal Department
393 East Walnut Street
Pasadena, CA 91188

Service on that Respondent shall be deemed completed when received.

- c. All other Respondent(s), including individuals, must be served as required by the California Code of Civil Procedure for a civil action.
- d. All Respondent(s) served with a Demand for Arbitration in the manner described above shall be Parties to the arbitration. The Arbitrator shall have jurisdiction only over Respondent(s) actually served. If Claimant(s) serves any Respondent(s) other than an organization affiliated with Kaiser Permanente, the Claimant(s) shall serve a proof of service of that Respondent(s) on the Independent Administrator.
- e. Where an order to arbitrate has been entered, the underlying court complaint constitutes the Demand for Arbitration and the entry of the order constitutes its service.

9. Serving Other Documents

- a. Service of other documents required by these Rules, other than the Demand for Arbitration under Rule 8, will be made on the Parties or Arbitrator at their last known address. If the Party is represented in this arbitration, that counsel shall be served instead of the Party. Service shall may be made pursuant to the California Code of Civil Procedure whether by personal service, Federal Express or other similar services, facsimile transmission, or by U.S. mail or email. Email service upon a pro per party shall comply with the express consent requirement of California Code of Civil Procedure Section 1010.6(c).
- b. Parties should only serve the Independent Administrator with those documents specified in these Rules. Unless otherwise directed by the

Neutral Arbitrator, the Parties should not serve the Independent Administrator with copies of motions or briefs. Service for the Independent Administrator shall be directed to:

Office of the Independent Administrator for the Kaiser Foundation Health Plan, Inc.
635 S. Hobart Blvd., #A35
Los Angeles, CA 90005

or

Fax: 213-637-8658

or

Email: oia@oia-kaiserarb.com.

- c. Service of documents specified in these Rules may be made on the Independent Administrator by mail, fax, or email. If a Party or Arbitrator serves the Independent Administrator by fax or email, the Party or Arbitrator shall call the Independent Administrator's office at 213-637-9847 to confirm receipt or shall retain confirmation of receipt of the faxed or emailed document. Service for the Independent Administrator shall be directed to:

Office of the Independent Administrator for the Kaiser Foundation Health Plan, Inc.
635 S. Hobart Blvd., #A35
Los Angeles, CA 90005

or

Fax: 213-637-8658

or

Email: oia@oia-kaiserarb.com.

- d. Service on the Independent Administrator is effective on the date the Independent Administrator receives the document.

10. Representation

Parties represented by counsel shall not contact the Independent Administrator except through counsel.

B. RULES ON COMMENCEMENT OF ARBITRATION AND SELECTION OF ARBITRATORS

11. Initiation of Arbitration

Demands for Arbitration shall be served in accordance with Rule 8. Whether or not the Claimant(s) has enclosed a filing fee, within ten (10) days of such service upon the Health Plan at the address set forth in Rule 8, Health Plan shall transmit the Demand for Arbitration and the envelope via email to the Independent Administrator using the Transmission Form. If the Claimant(s) submitted a filing fee with the Demand, the Health Plan shall transmit the filing fee as well. Health Plan shall also serve a copy of the Transmission Form on the Claimant(s).

12. Filing Fee

- a. Claimant(s) seeking arbitration shall pay a single, non-refundable, filing fee of \$150 per arbitration payable to "Arbitration Account" regardless of

the number of claims asserted in the Demand for Arbitration or the number of Claimants or Respondents named in the Demand for Arbitration.

- b. **The Independent Administrator will waive the filing fee for Claimant(s) who submit forms that show that the Claimants' gross monthly income is less than 300 percent of the federal poverty guidelines. A copy of this form may be obtained from the Independent Administrator. Claimants should not serve a copy of this form on Respondent(s).**
- c. If Claimant(s) wishes to have both the filing fee and the Neutral Arbitrators' fees waived, the Claimant(s) should follow the procedure set out in Rule 13. If Claimant(s) wishes only to avoid paying the fees for the Neutral Arbitrator, but can afford the filing fee or has received a waiver under 12.b, the Claimant(s) should follow the procedure set out in Rule 15.
- d. If a Claimant(s) fails to pay the filing fee or obtain a waiver of that fee within seventy-five (75) days of the date of the Transmission Form, the Independent Administrator will not process the Demand and it shall be deemed abandoned.
- e. While the filing fee is normally non-refundable, if Claimant(s) has paid the filing fee with the Demand for Arbitration before receiving notice of the opportunity to have it waived, the Independent Administrator will refund the fee if it receives a completed waiver form within seventy-five (75) days of the date of the Transmission Form and grants the waiver.

13. Waiver of Filing and Neutral Arbitrator Fees

Any Claimant(s) who claims extreme hardship may request that the Independent Administrator waive the filing fee and Neutral Arbitrator's fees and expenses. A Claimant(s) who seeks such a waiver shall complete the Fee Waiver Form and submit it to the Independent Administrator and simultaneously serve it upon Respondent(s). The Fee Waiver Form sets out the criteria for waiving fees and is available from the Independent Administrator or by calling the Kaiser Permanente Member Service Customer Center at 1-800-464-4000. Respondent(s) may submit any response to the Independent Administrator within ten (10) days of the date of Claimant's Fee Waiver Form, and shall simultaneously serve any submission upon Claimant(s). Within fifteen (15) days of receipt of a Fee Waiver Form, the Independent Administrator shall determine whether the fees should be waived and notify the Parties in writing of the decision. In those cases where the Independent Administrator grants the waiver of fees, the Independent Administrator shall waive the filing fee and Health Plan shall pay the Neutral Arbitrator's fees and expenses.

14. Number of Arbitrators

- a. If the Demand for Arbitration seeks total damages of \$200,000 or less, the dispute shall be heard and determined by one Neutral Arbitrator, unless the Parties otherwise agree in writing, after a dispute has arisen and a request for binding arbitration has been submitted, that the arbitration shall be heard by two Party Arbitrators and a Neutral Arbitrator. The Arbitrators shall not have authority to award monetary damages that are greater than \$200,000.
- b. If the Demand for Arbitration seeks total damages of more than \$200,000, the dispute may be heard and determined by one Neutral Arbitrator and two Party Arbitrators, one appointed by the Claimant(s) and one appointed

by the Respondent(s). Parties who are entitled to select a Party Arbitrator under these Rules may agree to waive this right. If both Parties agree, these arbitrations will be heard by a single Neutral Arbitrator.

- c. A Party who is entitled to a Party Arbitrator and decides to waive this right shall sign a Waiver of Party Arbitrator Form and serve a copy of it upon the Independent Administrator, Neutral Arbitrator, and other Party. The Claimant(s) shall serve this form on the Neutral Arbitrator and Respondent(s) no later than the date of the Arbitration Management Conference set out in Rule 25 and shall serve the Independent Administrator no later than five (5) days after serving the other Parties. If a Claimant(s) serves Respondent(s) with a signed Waiver of Party Arbitrator - Claimants Form, Respondent(s) shall inform Claimant(s) within five (5) days of the date of that Form if Respondent(s) will also waive the Party Arbitrator.
- d. The Blue Ribbon Advisory Panel on Kaiser Permanente Arbitration concluded that Party Arbitrators increase the cost and cause more delay than would occur with a single Neutral Arbitrator. The Independent Administrator therefore encourages Parties to use a single Neutral Arbitrator to decide cases.
- e. The number of Arbitrators may affect the Claimant(s)' responsibility for paying the Neutral Arbitrator's fees and expenses, as set out in Rule 15.

15. Payment of Neutral Arbitrator Fees and Expenses

- a. Respondent shall pay for the fees and expenses incurred by the Neutral Arbitrator if
 - i. Claimant(s) agrees to waive any potential objection arising out of such payment, signs the Waiver of Objection to Payment of Fees Form, and serves a copy of it on the Independent Administrator and Respondent(s); and
 - ii. either the arbitration has only a single Neutral Arbitrator or the Claimant(s) has served a Waiver of Party Arbitrator - Claimants Form as set out in Rule 14.c.
- b. In arbitrations where the Independent Administrator has granted Claimant's Fee Waiver request, Respondent shall pay the fees and expenses incurred by the Neutral Arbitrator.
- c. In all other arbitrations, the fees and expenses of the Neutral Arbitrator shall be paid one-half by the Claimant(s) and one-half by the Respondent(s).
- d. Nothing in this Rule shall prohibit an order requiring the payment of the Neutral Arbitrator's fees and expenses which were incurred as a result of conduct which causes the Neutral Arbitrator to incur needless fees and expenses. Such conduct includes, but is not limited to, failure to respond to discovery requests, abusive discovery practices, the filing of frivolous motions of all sorts, and untimely requests for continuances. In the event that such a finding is made by the Neutral Arbitrator, those fees and expenses shall be paid by the responsible Party or counsel. The Neutral Arbitrator shall make such a finding in writing, shall specify what fees and expenses are covered by the order, and shall serve a copy of the finding on the Independent Administrator with the Parties' names redacted.

- e. In arbitrations brought by Health Plan or KPIC:
 - i. "Claimant(s)" means KPIC or Health Plan. "Respondent(s)" means the member or member's family or representative.
 - ii. Claimant KPIC or Health Plan shall pay for fees and expenses incurred by the Neutral Arbitrator if:
 - (a) Respondent(s) agrees to waive any potential objection arising out of such payment, signs the Waiver of Objection to Payment of Fees Form, and serves a copy of it on the Independent Administrator and Claimant(s); and
 - (b) either the arbitration has only a single Neutral Arbitrator or the Respondent(s) has served a Waiver of Party Arbitrator - Consumer Form as set forth in Rule 14c.
 - iii. If the Respondent fails to appear in the arbitration, KPIC or Health Plan shall pay for the fees and expenses incurred by the Neutral Arbitrator.

16. List of Possible Arbitrators

- a. Within three (3) business days after the Independent Administrator has received both the Demand for Arbitration and the filing fee, or has granted a request for waiver of fees, it shall simultaneously send to each Party an identical List of Possible Arbitrators, along with the Application forms of and redacted Awards, if any, by each of the possible Neutral Arbitrators.
- b. The List of Possible Arbitrators shall contain the names of twelve (12) persons. The Independent Administrator will choose the twelve (12) names at random from the Independent Administrator's arbitration panel for San Diego, Southern or Northern California, based on the location where the cause of action arose.
- c. Unless there is a ninety (90) day continuance pursuant to Rule 21, the Independent Administrator must receive the Parties' responses to the List of Possible Arbitrators on or before the deadline date appearing on the List of Possible Arbitrators. This deadline will be twenty (20) days from the day the Independent Administrator sent the List of Possible Arbitrators. Rules 17 and 18 specify how the Parties may respond.

17. Joint Selection of the Neutral Arbitrator

- a. The Parties may all agree upon a person listed on the List of Possible Arbitrators. If they do, the attorneys representing the Parties, or the Claimant in pro per and the attorneys representing the Respondents shall sign the Joint Selection of Neutral Arbitrator Form or fax or email confirmation of the joint selection to the Independent Administrator. Unless there is a ninety (90) day continuance pursuant to Rule 21, the Independent Administrator must receive notice of the joint selection by the deadline set out in Rule 16.c.
- b. Rather than selecting a Neutral Arbitrator from the List of Possible Arbitrators, the Parties may agree to select another person to serve as Neutral Arbitrator, provided that the person signs an Agreement to Serve, agreeing to comply with these Rules. If all the Parties agree to select a person not on the List of Possible Arbitrators, the attorneys representing the Parties, or the Claimant in pro per and the attorneys representing the

Respondents shall complete and sign the Joint Selection of Neutral Arbitrator Form or fax or email confirmation of the joint selection to the Independent Administrator. Unless there is a ninety (90) day continuance pursuant to Rule 21, the Independent Administrator must receive notice of the joint selection by the deadline set out in Rule 16.c.

- c. The Independent Administrator encourages Parties, if possible, to make more than one joint selection and requires the Claimant and Respondent to individually submit the List of Possible Arbitrators under Rule 18. If the person the Parties have jointly selected is unable to serve, the Independent Administrator will then first use other joint selection(s). If only one joint selection was submitted, the Independent Administrator will then use the strike and ranked List(s) of Possible Arbitrators. If no such List was submitted, Rule 18.c shall apply, and the Independent Administrator will randomly select a possible Neutral Arbitrator from the List of Possible Arbitrators.

18. Selection of the Neutral Arbitrator When the Parties Do Not Agree

- a. If the Parties do not collectively agree upon a Neutral Arbitrator, the Neutral Arbitrator shall be selected from the List of Possible Arbitrators in the following manner. Claimant(s) and Respondent(s) may each strike up to four (4) names to which the Party objects and shall rank the remaining names in order of preference with "1" being the strongest preference. No name should be left blank. Unless there is a ninety (90) day continuance pursuant to Rule 21, the Independent Administrator must receive the forms by the deadline set out in Rule 16.c.
- b. Regardless of the number of Claimants or Respondents, the Claimant(s) shall return only one list of preferences and the Respondent(s) shall return only one list of preferences. If they do not, Rule 18.c will apply.
- c. Unless there is a ninety (90) day continuance pursuant to Rule 21, if the Independent Administrator does not receive a response from a Party by the deadline set out in Rule 16.c, all persons named on the List of Possible Arbitrators shall be deemed equally acceptable Neutral Arbitrators to that Party.
- d. At any time before the Party's response is due, a Party or representative may request to review further information, if any, which the Independent Administrator has in its files about the persons named on the List of Possible Arbitrators. Parties and their representatives may call, fax, or email the Independent Administrator to request such information. If requested, the Independent Administrator will send the information to the Party or attorney by mail, fax, or email. Time spent requesting or waiting for the additional information shall not extend the time to respond to the List of Possible Arbitrators.
- e. Working from the returned Lists of Possible Arbitrators it has timely received, the Independent Administrator shall invite a person to serve as the Neutral Arbitrator, asking first the person with the lowest combined rank whose name has not been stricken by either Party. If the person with the lowest combined rank is not available, the Independent Administrator will ask the second lowest ranked person who was not stricken by either Party, and will continue until a person whose name was not stricken agrees to serve. When the Independent Administrator contacts the persons, it shall inform them of the names of the Parties and their counsel and ask them not to accept if they know of any conflict of interest. If there

is a tie in ranking, the Independent Administrator shall choose at random a person from the list of those who are tied.

- f. If a Party disqualifies a Neutral Arbitrator, the Independent Administrator shall send another List of Possible Arbitrators to the Parties. The procedure and timing in that case shall be the same as that for the first List of Possible Arbitrators. After two Neutral Arbitrators have been disqualified, the Independent Administrator shall randomly select a Neutral Arbitrator from the other members on the panel who have not been named on prior Lists of Possible Arbitrators.
- g. If a Neutral Arbitrator should die, become incapacitated, or otherwise become unable or unwilling to proceed with the arbitration after appointment, the Independent Administrator shall serve the Parties with a new List of Possible Arbitrators and the selection process as set out in Rules 16 through 18 shall begin again.

19. Acceptance by the Neutral Arbitrator

- a. When a Neutral Arbitrator receives an offer from the Independent Administrator or the Parties, the Neutral Arbitrator must comply with any requirements under California Law, including Ethics Standard 12(d).
- b. The Independent Administrator may decline to select a Neutral Arbitrator if the Independent Administrator determines that the Neutral Arbitrator has not complied with the Ethics Standards. When a person agrees to act as a Neutral Arbitrator, the Independent Administrator shall send the person a copy of these Rules and a Letter Confirming Service. The Independent Administrator shall also serve the Parties with a copy of the Letter Confirming Service.
- c. If a person in the Independent Administrator's pool is appointed as the Neutral Arbitrator in a case and either served a notice saying no further work by the Parties or the attorneys would be accepted during the pendency of the case, or failed to serve the disclosure specified by Ethics Standard 12(b), the person shall be removed from the pool until the case is closed.

20. Disclosure and Challenge

- a. The person who has agreed to serve as Neutral Arbitrator shall make disclosures as required by law, including California Code of Civil Procedure Section 1281.9 or its successor statute and the Ethics Standards simultaneously upon the Parties and the Independent Administrator. Party responses, if any, shall be in accordance with the Code, with a copy served to the Independent Administrator. After the time for any response has passed, the Independent Administrator will deem that the Neutral Arbitrator has been appointed if no timely objection is received.
- b. The Neutral Arbitrator shall make all further disclosures as required by law, including California Code of Civil Procedure Section 1281.9 or its successor statute and the Ethics Standards simultaneously upon the Parties and the Independent Administrator. Party responses, if any, shall be in accordance with the code, with a copy served to the Independent Administrator.

21. Postponement of Selection of Neutral Arbitrator

- a. The Claimant(s) may obtain a single postponement of up to ninety (90) days for the selection of the Neutral Arbitrator if the Independent Administrator receives a written request for postponement on or before the date that the response to the List of the Possible Arbitrators is due under Rule 16.c. Claimant(s) shall serve a copy of this request for postponement on the Respondent(s). Regardless of the number of Claimants, Claimant(s) is entitled to only a single ninety (90) day postponement of the selection of the Neutral Arbitrator.
- b. If the Claimant(s) agrees in writing, Respondent(s) may obtain a single ninety (90) day postponement for the selection of the Neutral Arbitrator. The Independent Administrator must receive this written request for postponement on or before the date that the response to the List of the Possible Arbitrators is due under Rule 16.c.
- c. There shall be only one postponement whether made by either Claimant(s) or Respondent(s) pursuant to this Rule in any arbitration.
- d. In arbitrations brought by Health Plan or KPIC, the member is entitled to the postponement and Health Plan or KPIC can obtain a postponement only with the member's permission.

22. Selection of the Party Arbitrator

- a. If the Parties are entitled to a Party Arbitrator and have not waived that right, the Claimant(s) and the Respondent(s) shall each select a Party Arbitrator and notify the Independent Administrator and the Neutral Arbitrator of the Party Arbitrator's name, address, telephone and fax numbers, and email. Each Party Arbitrator shall sign the Agreement to Serve, and submit it to the Independent Administrator before serving in the arbitration.
- b. If possible, the Parties should select the Party Arbitrators before the Arbitration Management Conference that is set forth in Rule 25. Any Party Arbitrator who is selected after the Arbitration Management Conference shall conform to any arbitration schedule established prior to his or her selection. Notwithstanding any other Rule, if a Party Arbitrator has not been selected, or has not signed the Agreement to Serve, or does not attend a hearing, conference or meeting set by the Neutral Arbitrator of which the Party Arbitrator or Party had notice, the remaining Arbitrators may act in the absence of such Party Arbitrator.
- c. Regardless of the number of Claimants or Respondents, all of the Claimant(s) are entitled to only one Party Arbitrator and all of the Respondent(s) are entitled to only one Party Arbitrator.
- d. No Claimant, Respondent, or attorney may act as Party Arbitrator in an arbitration in which he or she is participating in any other manner.

23. Appointment of Chairperson

In cases involving more than one Arbitrator, the Neutral Arbitrator will chair the arbitration panel. Absent objection by any Party, the Neutral Arbitrator shall have the authority to decide all discovery and procedural matters, but may not decide dispositive issues without the Party Arbitrators. Dispositive issues shall be decided by a majority of the Arbitrators. The Neutral Arbitrator will also set the time and location of hearings and be

responsible for submitting all necessary forms to the Independent Administrator. Upon commencement of the Arbitration Hearing and thereafter, all substantive decisions shall be made by a majority of the Arbitrators or as otherwise agreed by them.

C. RULES FOR REGULAR PROCEDURES

24. Deadline for Closing Cases

- a. Unless Rule 24.b, 24.c, or 33 applies, a case must close within eighteen (18) months of the Independent Administrator receiving the Demand for Arbitration and filing fee or granting the fee waiver. The Parties and Arbitrator are encouraged to complete the case in less time than the maximums set forth in the Rules, if that is consistent with a just and fair result.
- b. If a case is designated complex, it must close within thirty (30) months of the Independent Administrator receiving the Demand for Arbitration and filing fee or granting the fee waiver. A case may be deemed complex by order of the Neutral Arbitrator, or if all the unrepresented Parties, counsel, and the Neutral Arbitrator agree and sign the Designation of Complex Arbitration Form. The Neutral Arbitrator shall provide the reason for this designation in an order or on the Designation of Complex Arbitration Form and serve it on the Independent Administrator.
- c. If a case is designated extraordinary, it may close after thirty (30) months of the Independent Administrator receiving the Demand for Arbitration and filing fee or granting the fee waiver. A case may be deemed extraordinary by order of the Neutral Arbitrator, or if all the unrepresented Parties, counsel, and Neutral Arbitrator agree and sign the Designation of Extraordinary Arbitration Form. The Neutral Arbitrator shall provide the reason for this designation in an order or on the Designation of Extraordinary Arbitration Form and serve it on the Independent Administrator.
- d. It is the Neutral Arbitrator's responsibility to set a hearing date and to ensure that the case proceeds within the time limits set out in these Rules. Failure by the Parties or counsel to comply with this Rule may subject them to sanction. Failure by the Neutral Arbitrators to comply with this Rule may subject them to suspension or removal from the pool of Neutral Arbitrators. However, this Rule is not a basis to dismiss a case. Nothing in this paragraph affects the remedies otherwise available under law for violation of any other Rule.
- e. A case is closed when the Neutral Arbitrator serves an Award or other order closing the case on the Parties and the Independent Administrator, or when the Parties serve notice of settlement or withdrawal on the Independent Administrator.
- f. Post award submissions are excluded from the time limits of this Rule.

25. Arbitration Management Conference

- a. The Neutral Arbitrator shall hold an Arbitration Management Conference with the attorneys representing the Parties, or the Claimant in pro per and the attorney(s) representing Respondent(s) within sixty (60) days of the date of the Letter Confirming Service of the Neutral Arbitrator. The Neutral Arbitrator shall give notice to the Parties of the time and location at least ten (10) days in advance. The Arbitration Management Conference

may be conducted by telephone or by any other method agreed upon by the Parties.

- b. The Neutral Arbitrator shall discuss, but is not limited to, the following topics:
 - i. the status of the Parties, claims, and defenses;
 - ii. a realistic assessment of the case;
 - iii. any pending or intended motions;
 - iv. completed and intended discovery;
 - v. the procedures to be followed, including any written submissions the Neutral Arbitrator requires or permits; and
 - vi. if appropriate, whether the Parties have or will waive any Party Arbitrator.
- c. At the Arbitration Management Conference, the Arbitrator shall establish:
 - i. the schedule for motions and the Mandatory Settlement Meeting and
 - ii. the dates of the Arbitration Hearing. The Arbitrator and the Parties shall schedule the Arbitration Hearing for consecutive days if more than one day is necessary. If the Arbitrator permits post-arbitration briefs, the dates for the Arbitration Hearing must be set early enough to ensure that it will be closed within the deadlines established in Rule 24.
- d. If any of the Parties is not represented by counsel, the Neutral Arbitrator should refer the Parties to Rule 54 and offer to explain the process to be followed. Parties who have questions about the Arbitration Hearing, use of motions, waivers, and costs should raise them at the Arbitration Management Conference.
- e. The Neutral Arbitrator shall record all deadlines established by the Neutral Arbitrator during the Arbitration Management Conference on the Arbitration Management Conference Form. The Neutral Arbitrator shall serve the Arbitration Management Conference Form on the Parties and the Independent Administrator within five (5) days of the Arbitration Management Conference. The Neutral Arbitrator shall also serve a copy of the Arbitration Management Conference Form on the Party Arbitrators if and when they are named.
- f. At any time after the Arbitration Management Conference, the Neutral Arbitrator may require, or the Parties may request, additional conferences to discuss administrative, procedural, or substantive matters and to assure that the case continues to move expeditiously. Neutral Arbitrators are encouraged to conduct such conferences by telephone or by any other method agreed upon by the Parties.

26. Mandatory Settlement Meeting

- a. No later than six (6) months after the Arbitration Management Conference, attorneys representing the Parties, or the Claimant in pro per and the attorneys representing the Respondents, shall conduct a Mandatory

Settlement Meeting. The Parties shall jointly agree on the form these settlement discussions shall take, which may include a conference by telephone, a video-conference, an in-person meeting or any other format they shall agree upon. Represented Parties are not required to attend, but if they choose not to do so, either their attorneys must be fully authorized to settle the matter, or the Parties not present must be immediately available by phone for consultation with their attorneys while the meeting is in progress. This Rule does not require that a neutral third party oversee the Mandatory Settlement Meeting; nor does it preclude the presence of such a person. The Neutral Arbitrator shall not take part in the Mandatory Settlement Meeting. Within five (5) days after the Mandatory Settlement Meeting, the Parties and their counsel shall sign the Mandatory Settlement Meeting Form and serve a copy on the Independent Administrator to confirm that the meeting occurred. If the Parties have settled the claim, they shall give notice as required in Rule 40.

- b. This Rule sets a deadline for the Parties to conduct a Mandatory Settlement Meeting. The Parties are encouraged to engage in settlement discussions at an earlier date.
- c. Section 998 of the California Code of Civil Procedure (Offers by a Party to Compromise) applies to arbitrations conducted under these Rules.

27. Discovery

- a. Discovery may commence as soon as the Health Plan serves Claimant(s) with a copy of the Transmission Form, unless some Party objects in writing. If a Party objects, discovery may commence as soon as the Neutral Arbitrator is appointed. Discovery shall be conducted as if the matter were in California state court.
- b. The Parties should address problems stemming from the discovery process to the Neutral Arbitrator for rulings. The time for serving any discovery motions shall commence as required by the California Code of Civil Procedure or upon the appointment of the Neutral Arbitrator, whichever is later.
- c. If the Claimant(s) requests and at the Claimant's expense, Health Plan or the affiliated entities that are named as Respondent(s) shall serve a copy of that portion of Claimant's medical records requested on the Claimant(s) within thirty (30) days of Claimant's request.
- d. At the request of the Parties and as would be permitted in state court, the Neutral Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive or private information.

28. Postponements

- a. Any postponement of dates other than that set out in Rule 21 shall be requested in writing from the Neutral Arbitrator if one has been appointed or from the Independent Administrator if the Neutral Arbitrator has not been appointed or has become incapacitated, no later than the date for which a postponement is sought. The request shall set out good cause for the postponement and whether the other Party agrees. Postponements, absent extraordinary circumstances, shall not prevent the Arbitration Award from being served within the time periods specified in Rule 24. Failure of the Parties to prepare for a scheduled hearing or to keep the

hearing dates free from other commitments does not constitute extraordinary circumstances.

- b. Any request for postponement of an Arbitration Hearing shall be requested either orally or in writing from the Neutral Arbitrator. In addition,
 - i. The request shall set out good cause for the postponement and the other party shall have the opportunity to oppose the request.
 - ii. The Neutral Arbitrator must issue a written order that either denies or grants the request for postponement, states who made the request, and gives the reason for the decision. The order must be served on the Parties and the Independent Administrator. If the Neutral Arbitrator grants the request, the order must state the date to which the hearing has been postponed.
 - iii. If the request for a postponement is granted, the Neutral Arbitrator has the discretion to enter an order requiring that the Neutral Arbitrator's costs and fees associated with the postponement of an Arbitration Hearing be paid by the Party requesting the postponement.

29. Failure to Appear

- a. The arbitration may proceed in the absence of a Party, a Party's attorney, or a Party Arbitrator who, after due notice of the date, time, and location of the Arbitration Hearing, or any other conference or hearing, fails to be present and failed to obtain a postponement. If the date of the Arbitration Hearing has not been changed, service of the Arbitration Management Conference Form on a Party shall constitute due notice.
- b. An Award shall not be made solely on the default of a Party. The Arbitrator may require each Party who attends to submit such evidence as the Arbitrator requires for the making of an Award.

30. Securing Witnesses for the Arbitration Hearing

The Party's attorney, the Neutral Arbitrator, or other entity authorized by law may issue subpoenas for the attendance of witnesses or the production of documents. The Independent Administrator shall not.

31. Close of Hearing or Proceeding

- a. When the Parties have rested, the Neutral Arbitrator shall declare the Arbitration Hearing or proceeding closed.
- b. The Neutral Arbitrator may defer the closing of the Arbitration Hearing or proceeding to permit the Parties to submit post-hearing briefs or documents. The Arbitration Hearing or proceeding will be deemed closed on the date the final post-hearing brief or document is due. The date for the post-hearing submissions shall not be more than fifteen (15) days after the Parties have rested. This deadline may be extended for good cause. If post-hearing briefs or documents are to be submitted, the Arbitration Hearing will be deemed closed on the date set for the submission. If a Party fails to submit the briefs or documents by the closing date, the Neutral Arbitrator need not accept or consider them.
- c. The time limit under Rule 37 for the Neutral Arbitrator to make the Award shall begin to run upon the closing of the Arbitration Hearing or

proceeding. The late filing of a post-hearing brief or document shall not affect the deadline for making the Award.

32. Documents

After making the Award, the Neutral Arbitrator has no obligation to preserve copies of the exhibits or documents the Neutral Arbitrator has previously received.

D. RULES FOR EXPEDITED PROCEDURES

33. Expedited Procedures

- a. Expedited Procedures are available in an arbitration where the Claimant(s) requires an Award in less time than that set out in Rule 24.a. The need for the Expedited Procedures shall be based upon any of the following:
 - i. a Claimant or member suffers from an illness or condition raising substantial medical doubt of survival until the time set for an Award according to Rule 24.a; or
 - ii. a Claimant or member seeks a determination that he or she is entitled to a drug or medical procedure that the Claimant or member has not yet received; or
 - iii. other good cause.
- b. The Claimant(s) and Respondent(s) may submit evidence, including declarations by physicians or others, to establish any of these criteria.
- c. If either the Independent Administrator or the Neutral Arbitrator decide that Expedited Procedures are required, the arbitration shall be disposed of within the time set out in that order, absent good cause or by the Parties' stipulation as approved by the Neutral Arbitrator.
- d. After the Neutral Arbitrator is appointed, he or she shall promptly confer with the Parties to decide what schedule, actions, or modifications of these Rules will be needed to meet the deadline. The Neutral Arbitrator shall issue any additional orders that are necessary to assure compliance with that deadline and serve the Independent Administrator with a copy of such orders. The orders may require, by way of example and without limitation, shortening the length of time for discovery responses or motions.
- e. Except when inconsistent with orders made by the Neutral Arbitrator to meet the deadline for the disposition of the case, the other Rules shall apply to cases with Expedited Procedures.

34. Seeking Expedited Procedures from the Independent Administrator

- a. If Claimant(s) believes that Expedited Procedures are required and a Neutral Arbitrator has not yet been appointed, the Claimant(s) may serve a written request, with a brief statement of the reason for request for Expedited Procedures and the length of time in which an Award is required, on the Independent Administrator, with a copy to Respondent(s). Respondent(s) shall provide written opposition to the request for Expedited Procedures, if any, within seven (7) days of the date of the request. The Independent Administrator shall decide the request and inform the Parties of the decision no later than five (5) days after any opposition by Respondent(s) is due.

- b. Should the Independent Administrator determine that Expedited Procedures are necessary, the Neutral Arbitrator selection procedures set out in these Rules shall be followed with the following exceptions:
 - i. Prior to appointment of the Neutral Arbitrator, the Independent Administrator shall assure the selected Neutral Arbitrator is available to issue an Award within the period required and to accommodate the necessity of the Expedited Procedures; and,
 - ii. No ninety (90) day postponement pursuant to Rule 21 shall be allowed by the Independent Administrator; and
 - iii. Notwithstanding Rule 27(a) allowance for objection to commencement of discovery until the Neutral Arbitrator has been appointed, discovery may commence immediately upon notification of the Independent Administrator's decision that Expedited Procedures are necessary.

35. Seeking Expedited Procedures from the Neutral Arbitrator

If a Neutral Arbitrator has been appointed, the Party seeking Expedited Procedures may, at any time, petition the Neutral Arbitrator to proceed on an expedited basis. If the Neutral Arbitrator issues an order to proceed on an expedited basis, he or she shall issue any additional orders that are necessary to assure compliance with that decision. The orders may require, by way of example and without limitation, shortening the length of time for discovery responses or motions. The Neutral Arbitrator shall serve a copy of any such orders on the Independent Administrator, including the date by which such Award shall be served.

36. Telephonic Notice

When Expedited Procedures apply, the Parties shall accept all notices, process, and other communications (other than the List of Possible Arbitrators) from the Independent Administrator and Arbitrator by telephone. The Independent Administrator and the Arbitrator shall promptly confirm any such oral notices, process, and other communications, in writing to the Parties.

E. RULES ON AWARD AND ENFORCEMENT

37. Time of Award

The Neutral Arbitrator shall serve the Award on the Parties and the Independent Administrator promptly. Unless otherwise specified by law, the Neutral Arbitrator shall serve the Award in Extraordinary and Complex cases, no later than thirty (30) business days after the closing of the Arbitration Hearing, and in all other cases, no later than fifteen (15) business days after the date of the closing of the Arbitration Hearing. If post arbitration briefs are submitted, the Arbitration Hearing is closed on the date the briefs are due.

38. Form of Award

- a. The Neutral Arbitrator shall be responsible for preparing and signing the written Award, or in a panel arbitration, a majority of the Arbitrators shall sign the Award. The Award shall specify the prevailing Party, the amount and terms of the relief, if any, and the reasons for the decision. In setting forth the reasons, the Award, or

any decision deciding an arbitration, shall provide findings of fact and conclusions of law, consistent with California Code of Civil Procedure Section 437c(g) or Section 632. The Neutral Arbitrator may use the Arbitration Award Form.

- i. The Award shall specify whether the hearing was conducted in person, by telephone or video conference, or by documents only.
 - ii. If attorney's fees are awarded, the Award shall specify the amount of attorney's fees awarded.
- b. As required by California regulation, all written decisions, except for those involving KPIC products or self-funded products, must contain the following language in bold, twelve (12) point type,
- "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."

39. Delivery of the Award

- a. The Neutral Arbitrator shall serve a copy of the Award **in accordance with Rules 37 and 38**, and any decision by the Neutral Arbitrator to correct the Award, on the Parties and Independent Administrator **by mail. Service shall be made pursuant to the California Code of Civil Procedure whether by personal service, Federal Express or other similar services, facsimile transmission, U.S. mail or email. Email service upon a pro per party shall comply with the express consent requirement of California Code of Civil Procedure Section 1010.6(c).**
- b. The Neutral Arbitrator shall inform the Independent Administrator of application to correct the Award.
- c. Respondent(s) shall redact the Award by eliminating the names of the enrollees, the plan, witnesses, providers, health plan employees, and health facilities.
- d. Respondent(s) shall serve the redacted Award on the Independent Administrator and Claimant(s). The redacted version of the Award will become part of the Neutral Arbitrator's file.
- e. In arbitrations brought by Health Plan or KPIC, Health Plan or KPIC shall serve the redacted Award.

40. Notice after Settlement or Withdrawal

- a. At any point in the proceedings, if the Parties reach a settlement, they shall promptly inform the Neutral Arbitrator and the Independent Administrator in writing. Upon receiving such notice, the Independent Administrator shall deem the arbitration terminated.
- b. If a Claimant decides to withdraw a Demand, the Claimant or the Claimant's attorney shall serve a notice of withdrawal upon Respondent, the Neutral Arbitrator, and the Independent Administrator. Upon receiving such notice, the Independent Administrator shall deem the arbitration terminated.

- c. Except in cases in which the Independent Administrator receives a decision from the Neutral Arbitrator, the Neutral Arbitrator's appointment is terminated on the date the Independent Administrator receives written notice under Rule 40.a or 40.b. No further Neutral Arbitrator will be appointed.

41. Sanctions

The Neutral Arbitrator may order appropriate sanctions for failure of any Party to comply with its obligations under any of these Rules or applicable law. These sanctions may include any sanction available under applicable law, as well as payment of all or a portion of the other Party's expenses for its Party Arbitrator or the Neutral Arbitrator's fees and expenses.

42. Release of Documents for Judicial Proceedings

The Independent Administrator shall, upon the written request of and payment by a Party, furnish to the Party, at the Party's expense, copies of any papers, notices, process or other documents in the possession of the Independent Administrator that may be required in judicial proceedings relating to that Party's arbitration.

F. RULES OF ADMINISTRATION

43. Counting of Days

- a. Unless a Rule specifies otherwise, "days" mean calendar days. Thus, all days, including holidays, Saturdays and Sundays are to be counted when counting the number of days. In determining the date an action is required, the date of the event or document that triggers the action is not included, but the date by which the action must occur is included.
- b. If a Rule refers to "business days," federal holidays, Saturdays, and Sundays are excluded when counting the number of days.
- c. If the date on which some action is to be taken, or a notice, process, or other communication would otherwise be required to be sent or a period would otherwise expire, falls on a holiday, a Saturday, or a Sunday, the date is extended to the next succeeding business day.

44. No Limit on Immunity

Nothing in these Rules limits any statutory or common law immunity that the Independent Administrator or Neutral Arbitrator may otherwise possess.

45. Neutral Arbitrator Fees

- a. If the Neutral Arbitrator was selected from the List of Possible Arbitrators, the Neutral Arbitrator's compensation for an arbitration shall accord with the fees and terms sent out to the Parties by the Independent Administrator with the List of Possible Arbitrators.
- b. The Independent Administrator is not responsible for, or involved in the collection of, the Neutral Arbitrator's fees.

46. Expenses

The expenses of witnesses for any Party shall be paid by the Party producing them. The fees and expenses of the Party Arbitrator shall be paid by the Party who selected that Party Arbitrator.

47. Forms

The Parties and the Neutral Arbitrator may request blank copies of any forms mentioned in these Rules from the Independent Administrator.

48. Questionnaire

- a. At the conclusion of the arbitration, the Neutral Arbitrator shall complete and timely return the arbitration questionnaire supplied by the Independent Administrator. This information may be used by the Independent Administrator and the Arbitration Oversight Board (“AOB”) in evaluating the arbitration system.
- b. If the Independent Administrator received the Demand for Arbitration on or after January 1, 2003, at the conclusion of the arbitration, the Neutral Arbitrator shall inform the Independent Administrator of the total fee and the percentage of fee allocated to each Party. This information will be used by the Independent Administrator to comply with the disclosure requirements of California law.

49. Evaluation

At the conclusion of an Arbitration Hearing or proceeding, the Independent Administrator may send the Parties anonymous evaluations of the Neutral Arbitrator and the Office of the Independent Administrator. The Parties are requested to complete and return them.

50. Amendment of Rules

- a. The AOB may amend these Rules in consultation with the Independent Administrator and Health Plan. The Rules in effect on the date the Independent Administrator receives the Demand for Arbitration will apply to that arbitration throughout unless the Parties agree in writing that another version of the Rules applies. The Parties shall serve a copy of that agreement on the Independent Administrator.
- b. If the relevant law changes or an event occurs which is not contemplated by these Rules, the Arbitration Oversight Board may adopt a new Rule(s) to deal adequately with that event. New Rule(s) shall apply to all pending arbitrations if the AOB deems such a change necessary notwithstanding Rule 50.a. Any such new Rule(s) shall be created in consultation with the Independent Administrator and Health Plan and shall not be inconsistent with existing Rules unless the Independent Administrator agrees to the change. The Independent Administrator shall serve all Parties and Arbitrators in pending arbitrations with a copy of any such new Rule(s) and it shall be binding upon the Parties and Arbitrators.
- c. In the event of an urgent condition that in the judgment of the Independent Administrator threatens the orderly administration of the arbitration system, with the concurrence of the Chair or Vice-Chair of the AOB, the Independent Administrator shall adopt such temporary rules as it deems necessary to preserve the orderly administration of the arbitration system.

51. Conflict with Law

If any of these Rules, or a modification of these Rules agreed on by the Parties, is discovered to be in conflict with a mandatory provision of applicable law, the provision of law will govern, and no other Rule will be affected.

52. Acknowledgment of No Warranty

The Independent Administrator makes no representation about, or warranty with respect to, the accuracy, or completeness of any information furnished or required to be furnished in any Application Form or with respect to the competence or training of any Neutral Arbitrator. Information is supplied to allow Parties to conduct their own inquiries.

53. Public Reporting

Annually, the Independent Administrator will report in a collective fashion the lengths of times it took to complete various tasks in the process of adjudicating the claims, how the arbitrations were disposed of, and the choices made by the Parties and Arbitrators. This report may be available to the public. The Independent Administrator will also post on its website disclosures required by statute or the Ethics Standards.

54. Legal Advice

While the Independent Administrator will try to answer questions about these Rules, it cannot give legal advice to Parties or their counsel or provide them with referrals. The following "Information for Claimants Who Do Not Have Attorneys" may answer some of the most commonly asked questions.

If You Do Not Have an Attorney

This handout is for people who represent themselves in arbitration without a lawyer. The legal term for this is *in propria persona* or "in pro per." The following information provides some facts, and answers some questions most asked by pro pers. This handout does not replace the *Rules for Kaiser Member Arbitrations Administered by the Office of the Independent Administrator (Rules)*. Everyone is responsible for following the *Rules*.

What is arbitration?

Arbitration is a legal proceeding. It is like a case filed in court. At the arbitration hearing, you and the other side present evidence and witnesses, including medical experts. Unlike most trials in court, there is no jury. Arbitrators hear the evidence and serve as "judges." Arbitrators decide cases based on the evidence presented by both sides and the law. The arbitrator's decision is final, binding, and can be enforced in court. Only rarely can a court overturn the arbitrator's decision.

Are arbitration and mediation different?

Yes. Arbitration is a proceeding where evidence is presented like a case in court. In mediation, parties solve their dispute with the help of a neutral person called the "mediator," who tries to help the parties reach an agreement and end their dispute. Mediation is an attempt to settle the dispute voluntarily. A mediator cannot force the parties to accept a decision.

Who are the parties in an arbitration?

The party who files a demand for arbitration is the claimant. There may be more than one claimant named in a demand for arbitration. The parties who the arbitration is filed against are called respondents. A demand for arbitration must name the respondents by their legal names.

What are the legal names of the Kaiser respondents?

In Northern California, the respondents are Kaiser Foundation Health Plan, Inc., Kaiser Permanente Insurance Corporation, Kaiser Foundation Hospitals, and The Permanente Medical Group, Inc.

In Southern California, the respondents are Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, and Southern California Permanente Medical Group.

What is the Office of the Independent Administrator (OIA)?

The OIA is a neutral entity that administers the arbitration process used by Kaiser and its members. It is not a part of Kaiser. The *Rules* and California law govern the arbitrations. If you represent yourself, the OIA will tell you what the *Rules* mean. However, the OIA cannot advise you on how the *Rules* might affect your specific case. Neither the OIA nor the neutral arbitrator can give you legal advice or help you find an attorney or expert witness.

What are my responsibilities when proceeding without a lawyer?

If you represent yourself, you must do all the tasks that a lawyer would do, including:

- Understand and comply with the *Rules* governing Kaiser member arbitrations administered by the OIA;
- Learn the California law that applies in your case;
- Find and subpoena witnesses you need;
- Find, hire, and pay expert witnesses you need; and
- Write and deliver all documents that the *Rules*, California law, or the neutral arbitrator directs you to prepare.

Some of these tasks take time, are difficult, and have deadlines. We encourage people to get a lawyer to represent them.

What is discovery?

Discovery is a legal term used to describe the process in which both sides can request information. Before the arbitration hearing, all parties have the right to conduct discovery. This means both sides can send written requests for information, usually in the form of Requests for Admissions, Interrogatories, and Requests for Production of Documents. Both sides can also issue subpoenas for records and set depositions. You will be responsible for following the procedures in the California Code of Civil Procedure or any discovery procedure that the arbitrator may order.

Is a medical expert always necessary to prove a claim of medical malpractice?

Almost always. Under California law, a medical expert's testimony is almost always needed to prove medical malpractice. This is true both in arbitration and in court. If you do not have a medical expert, you will probably lose the case.

Neither the OIA nor the neutral arbitrator can help you find or hire a medical expert.

Are any other expert witnesses needed?

Sometimes. For example, if you are asking for lost wages or future damages, you may need an economist or other financial expert to testify. Other experts may be needed depending on the nature of your claims.

May I ask a friend or relative to assist me in the case?

Yes, an unpaid friend or family member may accompany you and assist you, if in the judgment of the neutral arbitrator your personal circumstances warrant such assistance. This person may not represent you. As in court, you may only be represented by yourself or a lawyer.

What is a party arbitrator and when are party arbitrators used?

Party arbitrators are used when you or Kaiser prefer to have three arbitrators decide the case rather than the neutral arbitrator alone. If you claim more than \$200,000 in damages, both sides have the right to select a party arbitrator. If you choose to have a party arbitrator, you will have to find and pay the party arbitrator. You must also pay one-half of the neutral arbitrator's fees unless you qualify for a fee waiver under Rule 13.

If both sides give up their right to a party arbitrator, a single neutral arbitrator will hear your case. The other side will pay all the neutral arbitrator's fees and expenses if you sign both the Waiver of Objection to Payment of Fees and the Waiver of Party Arbitrator – Claimant Forms. For more information see Rules 13, 14, 15, and 22. Having your case heard by a single neutral arbitrator does not limit the amount of damages you can claim.

Most OIA arbitrations are decided by a single neutral arbitrator.

What is an *ex parte* communication?

Ex parte communication occurs when one party communicates with the neutral arbitrator (in writing, by telephone, or in person) without giving the other side a chance to participate or respond. *Ex parte* communication is prohibited unless it is about the time or place of a hearing or conference. If you need to contact the neutral arbitrator for any other reason, email or write a letter to the neutral arbitrator and send a copy of the email or letter to the other side. You may also ask for a conference call with the neutral arbitrator and the other side.

What is a motion for summary judgment?

Summary judgment, which also occurs in the court system, is frequently used to end cases before an arbitration hearing. Kaiser may make a motion for summary judgment. This means they argue that there is no dispute about the facts in your case. They also argue that they deserve to win under the law. The hearing on the motion generally takes place by phone but may take place in person or by video. If the neutral arbitrator grants a motion for summary judgment, the case is over.

Why is summary judgment important to my claim?

If Kaiser makes a motion for summary judgment, you must prepare your position in writing, called an opposition, and send it to the neutral arbitrator and the other side before the deadline. If Kaiser has included an expert declaration, you

probably need to do the same. If you fail to send your opposition, including an expert declaration, by the deadline, the neutral arbitrator will probably grant the motion and your case will be over.

Are there other resources to help people who represent themselves?

There are books and other writings for people to learn about how best to represent themselves in legal proceedings available online, in libraries or in bookstores. If you need help finding a lawyer, call the State Bar and/or your County Bar Association.

Contact us

If you have questions about the *Rules*, please call the OIA at (213) 637-9847, email us at oia@oia-kaiserarb.com, or visit the OIA's website at www.oia-kaiserarb.com. Copies of the *Rules* for Kaiser member arbitrations, forms, and other helpful items can be found at the OIA website.

EXHIBIT C

Status of Blue Ribbon Panel Recommendations

Status of Blue Ribbon Panel Recommendations

The Blue Ribbon Panel issued its report on Kaiser Permanente Arbitration in January 1998. It included the following recommendations. After quoting each recommendation, the Office of the Independent Administrator (OIA) provides its response. Further information may be found in the OIA's annual reports on the OIA website www.oia-kaiserarb.com.

A. Independent Administration

- 1. An Independent Administrator should manage the Kaiser Permanente Arbitration System and the individual cases within it. The Kaiser Foundation Health Plan, Inc. should fund the Independent Administrator.**

OIA Response: The OIA began administering the arbitration system on March 29, 1999. Since June 2002, the Arbitration Oversight Board (AOB) has had control of a trust established by Kaiser to meet contractual obligations to the OIA for administering the arbitrations. The OIA is funded by the AOB, and the \$150 filing fee members pay when they make a demand for arbitration. The Law Offices of Marcella A. Bell (Law Offices) has had a contract with the AOB to independently administer the arbitration system since March 29, 2015.

- 2. The mission of the Independent Administrator should be to ensure that the Kaiser Permanente process is fair, speedy, cost-effective, and protects the privacy interests of the parties. These goals should be reflected in the contract with the Independent Administrator and made available to all members and employer-purchasers.**

OIA Response: Rule 1 of the *Rules for Kaiser Permanente Member Arbitrations Administered by the Office of the Independent Administrator (Rules)* provides for a fair, timely, and low-cost arbitration process that respects the privacy of the parties. These goals are also set out in the contract between the AOB and the Law Offices.

- 3. The Independent Administrator selected should not be a provider of neutral arbitrators or mediators.**

OIA Response: The OIA does not receive or accept payment of any kind from neutral arbitrators on its panel.

B. Advisory Committee

- 4. Kaiser Permanente should establish, an on-going, volunteer Advisory Committee, comprised of representatives from Kaiser membership,**

Permanente Group physicians, Kaiser health care personnel, employer-purchasers of Kaiser Permanente services, an appropriate consumer advocacy organization and the plaintiffs' and defense bar involved in medical malpractice in the Kaiser Permanente arbitration system. Kaiser Permanente should consult with the Advisory Committee prior to the selection of the Independent Administrator and at other critical points described later in this report.

OIA Response: Kaiser announced the creation of the Arbitration Advisory Committee (AAC) in April 1998. The AAC participated in the selection of the Independent Administrator, worked closely with Kaiser and the OIA in creating the new system, and provided ongoing oversight of the system. It also reviewed the first two annual reports.

In April 2001, Kaiser announced the formation of a new oversight board, the AOB, which replaced the AAC.

C. Goals of a Revised Kaiser Permanente Arbitration System

Time Frame for Resolution

- 5. The Independent Administrator, after consultation with Kaiser Permanente and the Advisory Committee, should establish arbitration process deadlines, which will serve as publicly stated benchmarks for the program.**

OIA Response: Under the *Rules*, cases must ordinarily be closed within 18 months. Rules 24, 28 and 33-36 contain provisions for cases that need to be completed in more or less time.

- 6. The Independent Administrator should supervise the progress of each case and should communicate regularly with the neutral arbitrator (and the parties, when appropriate) to assure that each case moves as expeditiously as possible. To this end, the Independent Administrator should encourage continuous hearings.**

OIA Response: The OIA tracks the progress of each case and communicates with the neutral arbitrator and the parties as necessary to ensure that each case moves forward as expeditiously as possible. Rule 25(c)(ii) requires that arbitration hearings be scheduled for consecutive days if more than one day is necessary.

- 7. Although all cases should move as swiftly as possible, special expedited procedures, including those for appointing the neutral arbitrator and setting**

arbitration hearing dates, should be established for cases in which the member is terminally ill or in other catastrophic circumstances.

OIA Response: Rules 33 through 36 set out procedures for expedited cases.

Documentation and Availability of Procedures

- 8. The Independent Administrator should formalize and make available Kaiser Permanente's new arbitration goals and procedures in writing and take actions, where necessary, to assure all participants are properly informed.**

OIA Response: The OIA sends claimants or their counsel a detailed memo which includes a description of the arbitration system, the *Rules*, and applicable forms for each demand for arbitration it receives from Kaiser. These items are also available on the OIA's website at www.oia-kaiserarb.com.

Establishing a List of Qualified Arbitrators

- 9. The Independent Administrator should develop the largest possible list of qualified neutral arbitrators.**

OIA Response: The OIA's panel of neutral arbitrators has 176 members. The OIA continues to accept applications from interested parties and admits qualified applicants to the panel.

- 10. The Independent Administrator should solicit applications from firms and individuals in California who provide neutral arbitration services and who are interested in serving in Kaiser Permanente cases. The qualifications for applicants should be established by the Independent Administrator after discussions with the Advisory Committee and Kaiser Permanente.**

OIA Response: Sixty-four percent of the neutral arbitrators on the OIA panel belong to provider organizations. The qualifications for neutral arbitrators are available on the OIA's website at www.oia-kaiserarb.com.

- 11. The Independent Administrator should select those applicants who meet standards of qualification and experience and who demonstrate that they will implement the program's goals of fairness, timeliness, low cost and protection of the parties' privacy interests.**

OIA Response: The OIA reviews each arbitrator's application and makes sure that the applicant meets the qualifications. A rejected applicant receives a letter citing the specific qualification(s) which has not been met and is given the opportunity to respond and supplement the application.

Prompt Selection of the Neutral Arbitrator

- 12. Kaiser Permanente should be required to send the demand for arbitration, or other notice of arbitration, to the Independent Administrator within five (5) business days of receipt.**

OIA Response: Rule 11 requires that Kaiser forward demands for arbitration to the OIA within ten days of receipt. In the original discussions about the *Rules*, Kaiser and the AAC believed that the recommended number of days should be increased.

- 13. The neutral arbitrator should be selected within thirty (30) days of the Independent Administrator's receipt of the arbitration demand.**

OIA Response: Rules 16 and 17 require parties to return their neutral arbitrator selections within 20 days. Rule 21 gives claimants the option to request a one-time postponement of the deadline for up to 90 days. Additionally, state law gives parties the right to timely disqualify neutral arbitrators after their selection. When these options are not exercised, neutral arbitrators are chosen in less than 30 days.

- 14. The parties should have a short period within which they may agree upon any neutral arbitrator of their choosing.**

OIA Response: Rule 17 allows the parties to jointly select any neutral arbitrator if that arbitrator agrees to follow the *Rules*. The parties have 20 days to select a neutral arbitrator jointly or return the List of Possible Arbitrators (LPA) provided by the OIA.

- 15. If no arbitrator is selected within that period, the Independent Administrator should select the neutral arbitrator by providing a list of names to the parties and giving them ten (10) days to strike some number of those names. The procedure for this striking process should be established by the Independent Administrator.**

OIA Response: Rules 17 and 18 give the parties 20 days to select a neutral arbitrator jointly or return the LPA.

- 16. In creating lists of potential neutral arbitrators, the Independent Administrator should rotate among the qualified neutral arbitrators.**

OIA Response: The LPA contains 12 randomly computer-generated names of neutral arbitrators from the appropriate geographical panel.

17. **A one-time delay in appointment of up to ninety (90) days may be allowed by the Independent Administrator upon written request of the plaintiff. Counsel requesting a delay should be required to provide a copy of the written request to his or her client.**

OIA Response: Rule 21 provides for a 90-day postponement upon the written request of a claimant but does not require counsel to provide a copy of the request to his or her client.

18. **The Independent Administrator should be able to grant further continuances in unusual circumstances.**

OIA Response: Rule 28 allows the OIA, in cases where the neutral arbitrator has not been selected, to extend deadlines for good cause.

Arbitration Management

19. **The neutral arbitrator should promptly convene an arbitration management conference, in person or by phone, to set deadlines for key events, establish the date of the arbitration hearing and assist in resolving any issues that might impede the progress of the case. The neutral arbitrator should hold additional conferences as necessary to assure that the case continues to move expeditiously. The Independent Administrator should monitor the cases and supervise the neutral arbitrators to assure efficient progress.**

OIA Response: Rule 25 requires that the neutral arbitrator hold an arbitration management conference within 60 days of the neutral arbitrator's selection. Items to be discussed at the conference are provided in Rule 25(b) and (c). Rule 25(f) allows for additional conferences as needed. The OIA monitors each case and ensures that the neutral arbitrator is complying with the deadlines established in the *Rules*.

Disclosures by Potential Arbitrators

20. **The Independent Administrator should maintain a list of all qualified neutral arbitrators and arbitration organizations and maintain a file on each. An individual neutral arbitrator's file should contain the history of the arbitrator's rulings in Kaiser arbitrations, written decisions (if any) in those cases, a biography and any additional information necessary to enable parties to screen for bias and possible conflicts of interest.**

OIA Response: The OIA maintains a list of qualified neutral arbitrators, as well as files which contain copies of each arbitrator's application, subsequent updates, and fee schedules. It also contains copies of the arbitrator's decisions within the

last five years and any evaluations previous parties have submitted about the arbitrator. The parties in the system are provided with password-protected access to the information. The OIA also accommodates parties who request to receive the information by U.S. Mail.

Pursuant California Code of Civil Procedure §1281.96, the OIA posts on its website the information required about each applicable case in searchable format. Effective January 1, 2015, the California Legislature requires additional information in a sortable format about the cases received. The OIA posts this information in both searchable and sortable formats.

21. **These files should be made available to parties and counsel in pending Kaiser Permanente arbitrations. When a list of potential neutral arbitrators is sent to parties and counsel, a summary of the file information on the proposed neutral arbitrators should be included in that mailing.**

OIA Response: See Recommendation 20. To avoid the appearance of altering information about an arbitrator, the OIA provides the actual documents in the file rather than a summary of documents.

Written Decisions

22. **Neutral arbitrators should be required to issue brief written decisions to the parties in Kaiser Permanente arbitrations and the Independent Administrator. These decisions should include the name of the prevailing party; the amount and other relevant terms of the award, if any; and reasons for the judgment rendered.**

OIA Response: Under Rule 38, a neutral arbitrator is required to prepare an award, specifying the prevailing party, the amount, and terms of the relief, if any, and the reasons for the decision. In setting forth the reasons, the award, or any order deciding an arbitration, shall provide findings of fact and conclusions of law.

23. **The Independent Administrator should maintain a complete set of the written decisions in Kaiser Permanente arbitration cases. In addition, a copy of a neutral arbitrator's decision should be kept in that arbitrator's file. These documents should be made available, as described above, to parties and counsel in pending Kaiser Permanente arbitrations.**

OIA Response: See Recommendations 20 and 21.

Protection of Privacy

24. **In developing principles to govern the Independent Administrator and the neutral arbitrators who will serve in Kaiser Permanente cases, Kaiser Permanente and the Advisory Committee should give substantial care to ensure the privacy of members, physicians and Kaiser personnel. Prior to making past awards and written decisions available, as recommended above, the Independent Administrator should remove the names of parties, members, physicians and Kaiser Permanente personnel, as well as the name and location of the Kaiser facility.**

OIA Response: Rule 39(c) requires Kaiser to provide the OIA with copies of redacted awards which become part of the neutral arbitrator file.

Enhancement of Settlement Opportunities

25. **The Independent Administrator should ensure that the neutral arbitrator schedules, but does not attend, an early meeting between the parties to consider settlement, either through direct negotiations or with the assistance of a mediator.**

OIA Response: Rule 26 requires parties to hold a mandatory settlement meeting (MSM) within 6 months of the Arbitration Management Conference. The OIA tracks the scheduling and the occurrence of the MSM.

26. **Within twelve (12) months of this report, Kaiser Permanente should consult with the Independent Administrator and the Advisory Committee and begin implementation of a mediation program.**

OIA Response: Kaiser has reported to the AOB that it has established a program in California called the Healthcare Ombudsman/Mediator Program which it feels meets the objectives of this recommendation.

Encouraging Use of the Sole Arbitrator

27. **If the member requests a single, neutral arbitrator, Kaiser Permanente should consent and pay the full fee of the neutral arbitrator. If Kaiser Permanente insists upon a tripartite panel in these circumstances, it should pay for all fees of the neutral arbitrator as well as its own party arbitrator.**

OIA Response: Rules 14 and 15 contain provisions to shift the claimants' portion of the neutral arbitrators' fees and expenses to Kaiser.

Oversight and Monitoring

- 28. The Independent Administrator should report annually to Kaiser Permanente and the Advisory Committee. The report should discuss the actions taken to achieve the program's goals and whether those goals are being met. The annual report shall be made available to the Advisory Committee and, upon request, to Kaiser Permanente members, employer/purchasers and the general public.**

OIA Response: The annual reports are available to the public and are posted on the OIA's website www.oia-kaiserarb.com.

- 29. No less than every five years, an independent audit of the Independent Administrator should be undertaken. This audit shall also be made available to the Advisory Committee and, upon request, to Kaiser Permanente members, employer/purchasers and the general public.**

OIA Response: The OIA has been audited by a firm selected by the AOB in 2004, 2005, 2006, 2014, and 2020. The audit reviewed a random sample of files and confirmed the accuracy of the numbers in the prior years' annual reports.

- 30. Kaiser Permanente should conduct on-going, internal research to assess the extent to which the arbitration system is meeting its stated goals.**

OIA Response: The OIA supports this effort whenever applicable.

D. Improvement of the Pre-arbitration System

- 31. Kaiser Permanente should establish and fund a formal Ombudsperson program to assist members in the complaint and grievance processes.**

OIA Response: See Recommendation 26.

- 32. The Kaiser Permanente dispute resolution system should be standard across all facilities in California and should be communicated more clearly and directly, in writing, to its members.**

OIA Response: The OIA manages the arbitration system consistently across the state and supports Kaiser's effort to communicate the information about the arbitration system to its members.

E. Cases Not Involving Medical Malpractice

- 33. Kaiser Permanente should consult with the Advisory Committee and the Independent Administrator to determine whether different arbitration**

procedures are needed for benefits and coverage cases and matters other than medical malpractice.

OIA Response: Benefits and coverage cases and all other matters are proceeding under the same rules as medical malpractice cases.

F. Speed of Implementation

- 34. The Advisory Committee should be appointed no later than February 1, 1998.**

OIA Response: The Arbitration Advisory Committee was appointed in April 1998.

- 35. The Independent Administrator should be selected no later than April 1, 1998.**

OIA Response: The first Independent Administrator, Sharon Lybeck Hartmann, was selected on November 4, 1998.

- 36. Kaiser Permanente should develop and publish an implementation schedule for these recommendations as rapidly as possible.**

OIA Response: The OIA is not aware of a published implementation schedule but at this point there is no need for such a schedule as the OIA exists and is operating.

EXHIBIT D

Resume of Matt Weber

Matt Weber

Experience

TMC HealthCare

January 2023 – Present

- Deputy General Counsel, Tucson, AZ, July, 2023 - Present
- Associate General Counsel and Chief Compliance Officer, January-July 2023

Kaiser Foundation Health Plan, Inc., Southern California Region

June 2018 – Nov 2020

- Vice President, Regional Counsel, Pasadena, CA
- Provide responsive advice and options to Regional President and senior leadership team on strategic and legal aspects of business and clinical operations, transactions, and disputes. Region included 15 hospitals, 230 medical office buildings, 25,000 employees, and over \$25 billion annual operating revenue. Responsibilities and achievements include:
 - Ongoing leadership and collaboration on cross-functional teams including President's Leadership Team, Joint Executive Team, Legal Strategy Team, and Executive Compliance Committee.
 - COVID related leadership and initiatives including capacity building, human resources, contracted facility oversight and support, testing implementation, regulatory compliance and reporting, governmental coordination projects.

Kaiser Foundation Health Plan of Colorado

May 2011 – June 2018

- Vice President, Regional Counsel, Denver, CO
- Provide responsive advice and options to Regional President and senior leadership team on strategic and legal aspects of business and clinical operations, transactions, and disputes. Responsibilities and achievements include:
 - Ongoing leadership and collaboration on cross-functional teams including Health Plan Leadership Team, Joint Executive Team, Legal Strategy Team, Medicare Risk Adjustment Team, Revenue Cycle Compliance Committee, Executive Compliance Committee, Extended Services Steering Committee, and Claims Committee.
 - Mitigate risks and resolve disputes related to implementation of mission critical systems such as EPIC EMR, ClaimsConnect (Xcelys and Tapestry) and OPPr/ePIMS.
 - Support creation and implementation of alternative models for delivery of care, including Care Essentials.
 - Advise on tax exemption issues, provider contracting, and benefits (e.g., autism, transgender, women's health).
 - Support geographic expansion into Northern Colorado and Mountain service areas, including joint venture with another system.

University of Colorado School of Law

January 2018 – May 2018

- Adjunct Professor, Health Care Compliance Law, Boulder, CO

Holland & Hart, LLP

January 2004 – April 2011

- Partner, Co-Chair of Health Care Practice Group, Denver, CO
- Obtained a series of eight-figure judgments and settlements for clients in disputes over the actuarial soundness of Medicaid capitation rates. Other matters included:
 - Defense of a large healthcare system to defeat a motion for temporary restraining order filed by a provider network challenging the termination of its relationship with the system.
 - Lead attorney in comprehensive internal investigation, OIG self-disclosure, and settlement for hospital system, including support of revamped compliance program.
 - Special counsel for defendant health plan in large class action reimbursement dispute with network pharmacies. Developed and drafted successful motion strategy resulting in dismissal of majority of claims.
 - Hospital representation in connection with self-disclosure of employment of excluded individual.
 - Physician representation in connection with Medicaid Fraud Control Unit investigation.

Hoskin, Farina & Kampf, P.C.

September 1994 – January 2004

- Shareholder, Grand Junction, CO
- Reported Cases: *Rocky Mountain Health Maintenance Organization, Inc. v. Colorado Department of Health Care Policy and Financing*, 54 P.3d 913 (Colo. App. 2001) (successful suit for breach of contract arising out of miscalculation of Medicaid capitation rates); *Clinger v. Hartshorn*, 89 P.3d 462 (2004) (suit establishing prescriptive easement).

Baker & Hostetler, LLP

1991 - 1994

- Associate, First Amendment Group, Washington, D.C.
- Reported cases: *Moldea v. The New York Times Co.*, 22 F.3d 310 (D.C. Cir.) (established contextual approach to govern libel claims arising out of book reviews and similar publications), cert. denied, 513 U.S. 875 (1994); *In re: Oliver L. North, et al.*, 16 F.3d 1234 (D.C. Cir. 1994) (successful motion to obtain release of Independent Counsel's Final Report in Iran-Contra investigation).

Dow, Lohnes & Albertson (n/k/a Cooley LLP)

1988 -1990

- Associate, Washington, D.C.
- Reported Cases: *Newark Morning Ledger Co. v. United States*, 945 F.2d 555 (3rd Cir. 1991), rev'd, 507 U.S. 546 (1993) (trial and appeal of tax case establishing right to depreciate value of future at-will subscriber revenue); *Escobar v. INS*, 896 F.2d 564 (D.C. Cir. 1991) (immigration case); *Dame v. Monahan*, 758 F. Supp. 1042 (M.D. Pa. 1991) (successful dismissal of malpractice action).

Education

Harvard Business School, Executive Leadership Program	2012
Northwestern University School of Law JD, Law Review, Jessup International Moot Court	1985 - 1988
Colorado College BA, History, Magna Cum Laude, Phi Beta Kappa	1982 - 1985

Publications

- "Self-Disclosure: How to Manage the Risk of Medicare Fraud and Abuse," MGMA Connexion, Medical Group Management Association (2009)
- "Legal Challenges: Compliance and Implementation of EHR," New Perspectives/AHIA Journal (2009)
- "The Role of Internal Investigations and Self-Disclosure in Effective Compliance Programs," with Armin Sarabi, Compliance Today, Health Care Compliance Association (2008)
- "Responding to Health Care Fraud and Abuse Investigations," Inside the Minds Series, Aspatore Books (2008)
- Managed Care Litigation, Bloomberg BNA, author of Medicaid Litigation section (2005 et seq.)
- "Plans Correct Flawed Rate Setting Procedures to Obtain Sound Rates," National Association of UrbanBased HMOs newsletter (2003)
- "Media Liability for Publication of Advertising: When to Kill the Messenger," 68 Den. U. L. Rev. 57 (1991)

Community Involvement

Arizona Disaster Healthcare Volunteers, Tucson AZ (COVID mass vaccination site)	2021
My Friend's Place, Hollywood CA (Board Director, Audit Committee)	2019 - 2020
Center for Legal Inclusiveness, Denver CO (Board Director, Chair Elect)	2015 - 2018
Aurora Chamber of Commerce, CO (Board Director, Secretary, Executive Committee)	2011 - 2017
Colorado Lawyers Committee, Denver, CO (CBMS Project)	2006 - 2010
Mesa County Public Library District, CO (Board Trustee, Secretary)	1999 - 2003
American Red Cross, Mesa County, CO (Board Director, Co-Chair, Executive Committee)	1995 - 1996

EXHIBIT E

Temporary Rules

OIA TEMPORARY RULES¹

Temporary Rule 1 extended the deadline for claimants to pay the \$150 filing fee or to submit filing fee waivers for at least 30 days. (Rule 12.)

Temporary Rule 2 extended the deadline for parties to return their Lists of Possible Arbitrators (LPA) for at least 30 days for matters where both parties had not returned their LPAs. (Rule 16.)

Temporary Rule 3 stayed the selection of neutral arbitrators in cases where the neutral arbitrator was unable to act in accordance with the statutory deadlines. The stay extended the selection for two weeks. (Rules 17 or 18.)

Temporary Rule 4 provided neutral arbitrators with the authority to serve decisions and/or orders electronically rather than by mail. (Rule 39.)

Temporary Rule 5 extended the deadline for Kaiser to submit a claimant's demand for arbitration to the OIA for at least 30 days. (Rule 11.)

Temporary Rule 6 acknowledged that the OIA will continue to timely process requests for expedited procedures. (Rule 34.)

Temporary Rule 7 declared March 23, 2020 through April 3, 2020 as holidays for purposes of counting days. (Rule 43.)

Temporary Rule 8 ordered all neutral arbitrators with open cases to suspend and continue all in-person hearings for 60 days. (Rules 6 and 28.)

Temporary Rule 9 provided claimants with the ability to electronically send their demands for arbitration to the OIA. The OIA forwarded the demands for arbitration it received on behalf of claimants to Kaiser. (Rule 8.)

Temporary Rule 10 ordered all neutral arbitrators with open cases to suspend and continue all dispositive telephonic hearings for 60 days. (Rules 6 and 28.)

Temporary Rule 11 ordered all neutral arbitrators with open cases to stay all discovery for 60 days. (Rule 27.)

¹In 2020, the OIA enacted 11 temporary rules to address the pandemic. At that time, the temporary rules were communicated by email to all parties and neutral arbitrators with open cases. The OIA also added the temporary rules to its website's home page. All the temporary rules except Temporary Rule 4 had been lifted in 2021 and 2022. Temporary Rule 4 expired on January 1, 2024, after the modifications to Rule 39 were approved by the AOB.

EXHIBIT F

Qualifications for Neutral Arbitrators

Qualifications for Neutral Arbitrators for the OIA's Mandatory Arbitration System

1. Neutral arbitrators shall be active members of the State Bar of California, or active members of the state bar of another state with extensive practice in California during the past five years.
2. Neutral arbitrators shall successfully complete an application provided by the Independent Administrator.
3. Neutral arbitrators shall
 - (a) have been admitted to practice for at least ten years, with substantial litigation and/or arbitration experience; AND
 - (b) have had at least three civil trials or arbitrations within the past five years in which they have served as either (i) the lead attorney or have equivalent experience for one of the parties or (ii) an arbitrator; OR
 - (c) have been a state or federal judge; OR
 - (d) have completed within the last five years a program designed specifically for the training of arbitrators.
4. Neutral arbitrators shall provide satisfactory evidence of ability to act as an arbitrator based upon judicial, trial, or legal experience.
5. Neutral arbitrators shall not have served as party arbitrators on any matter involving Kaiser Permanente, or any affiliated organization or individual, within the last three years.
6. Neutral arbitrators shall not presently serve as attorney of record or an expert witness or a consultant for or against Kaiser Permanente, or any organization or individual affiliated with Kaiser Permanente, or have had any such matters at anytime within the past three years.
7. Neutral arbitrators shall not have received public discipline or censure from the state bar of California or any other state bar in the past five years. In the case of former judges, they shall not have received public discipline or censure from any government body that has authority to discipline judges in the past five years.
8. Neutral arbitrators shall agree to follow applicable arbitration statutes, substantive law of the issues addressed, and the rules and procedures of the Independent Administrator.
9. Neutral arbitrators shall administer Kaiser arbitrations in a fair and efficient manner.

EXHIBIT G

OIA Panel of Neutral Arbitrators

OIA Panel of Neutral Arbitrators

Northern California

Title	First	Middle	Last	Suffix
Judge	David	W.	Abbott	(Ret.)
Mr.	J. Randall		Andrada	Esq.
Mr.	Ronald	A.	Arendt	Esq.
Judge	Steven	K.	Austin	(Ret.)
Judge	Monica		Bachner	(Ret.)
Judge	Robert	A.	Baines	(Ret.)
Judge	Paul	L.	Beeman	(Ret.)
Judge	Joseph	F.	Biafore	Jr., (Ret)
Judge	Donald	S.	Black	(Ret.)
Mr.	Steven	A.	Block	Esq.
Mr.	Gerald	E.	Brunn	Esq.
Judge	Paul	Powers	Burdick	(Ret.)
Mr.	Mark	E.	Burton	Esq.
Judge	Wynne	S.	Carvill	(Ret.)
Mr.	Jay		Chafetz	Esq.
Justice	Ming	W.	Chin	(Ret.)
Justice	Dennis	A.	Cornell	(Ret.)
Judge	Kevin	R.	Culhane	(Ret.)
Mr.	Gary	S.	Davis	Esq.
Judge	David	F.	DeAlba	(Ret.)
Mr.	Thomas	H.R.	Denver	Esq.
Mr.	John	M.	Drath	Esq.
Mr.	Charles	A.	Dyer	Esq.
Judge	William	J.	Elfving	(Ret.)
Mr.	Joseph		Elie	Esq.
Mr.	Eric	S.	Emanuels	Esq.
Judge	James	C.	Emerson	(Ret.)
Mr.	Douglas	L.	Field	Esq.
Judge	John	A.	Flaherty	(Ret.)
Judge	Richard	S.	Flier	(Ret.)
Mr.	Mark	B.	Fredkin	Esq.
Mr.	Kenneth	D.	Gack	Esq.
Ms.	Ruth	V.	Glick	Esq.
Judge	Ernest	H.	Goldsmith	(Ret.)
Ms.	Geri	Lynn	Green	Esq.
Mr.	Eric	A.	Grover	Esq.
Mr.	Jon	Anders	Hammerbeck	Esq.
Justice	Zerne	P.	Haning	(Ret.)
Mr.	Stephen	S.	Harper	Esq.
Mr.	William	W.	Haskell	Esq.
Mr.	David	M.	Helbraun	Esq.
Judge	John	F.	Herlihy	(Ret.)
Judge	George	C.	Hernandez	Jr., (Ret)
Judge	Judy	H.	Hersher	(Ret.)
Mr.	David	Keith	Hicks	Esq.
Judge	Russell	L.	Hom	(Ret.)
Mr.	Val	D.	Hornstein	Esq.
Mr.	C. Mark		Humbert	Esq.
Judge	David	E.	Hunter	(Ret.)
Mr.	Robert		Jacobs	Esq.

OIA Panel of Neutral Arbitrators

Northern California

Title	First	Middle	Last	Suffix
Judge	Ellen	Sickles	James	(Ret.)
Judge	Margaret	J.	Kemp	(Ret.)
Judge	Jack		Komar	(Ret.)
Ms.	Barbara		KongBrown	Esq.
Judge	Diana		Kruze	
Dr.	Urs	Martin	Laeuchli	Esq.
Mr.	Panos		Lagos	Esq.
Justice	James	R.	Lambden	(Ret.)
Judge	Dennis	J.	Landin	(Ret.)
Judge	Charles		Margines	(Ret.)
Justice	Richard	J.	McAdams	(Ret.)
Judge	James	J.	McBride	(Ret.)
Mr.	John	J.	McCauley	Esq.
Judge	Rosemary	T.	McGuire	(Ret.)
Justice	Nathan		Mihara	(Ret.)
Ms.	Barbara		Monty	Esq.
Judge	Mark	V.	Mooney	(Ret.)
Mr.	John	Douglas	Moore	Esq.
Justice	Fred	K.	Morrison	(Ret.)
Judge	Kevin	J.	Murphy	(Ret.)
Mr.	Robert	A.	Murray	Esq.
Judge	Kirk	H.	Nakamura	(Ret.)
Mr.	J. Timothy		Nardell	Esq.
Judge	Leslie	C.	Nichols	(Ret.)
Ms.	Julia	J.	Parranto	Esq.
Judge	Mark	H.	Pierce	(Ret.)
Mr.	Anthony	F.	Pinelli	Esq.
Mr.	Jonathan		Polland	Esq.
Mr.	Gregory	A.	Post	Esq.
Judge	Russell	D.	Pulver	(Ret.)
Mr.	Daniel	F.	Quinn	Esq.
Judge	Linda		Quinn	(Ret.)
Judge	Ann	Elizabeth	Sarli	(Ret.)
Judge	Clay	M.	Smith	(Ret.)
Mr.	Peter		Smith	Esq.
Judge	Winifred		Smith	(Ret.)
Judge	Donald	J.	Sullivan	(Ret.)
Ms.	Irene		Takahashi	Esq.
Judge	Brian	R.	VanCamp	(Ret.)
Judge	Emily	E.	Vasquez	(Ret.)
Judge	Thomas	E.	Warriner	(Ret.)
Mr.	Matthew	N.	White	Esq.
Mr.	Richard	M.	Williams	Esq.
Judge	Charlotte	Walter	Woolard	(Ret.)
Mr.	Otis	Philip	Young	Esq.

OIA Panel of Neutral Arbitrators

Southern California

Title	First	Middle	Last	Suffix
Mr.	Maurice	J.	Attie	Esq.
Judge	Monica		Bachner	(Ret.)
Judge	Paul	L.	Beeman	(Ret.)
Judge	Joseph	F.	Biafore	Jr., (Ret)
Judge	David	H.	Brickner	(Ret.)
Mr.	Richard	E.	Buck	Esq.
Ms.	Adriana	M.	Burger	Esq.
Judge	Luis	A.	Cardenas	(Ret.)
Mr.	Richard	A.	Carrington	Esq.
Judge	Jacqueline		Connor	(Ret.)
Judge	Chris	R.	Conway	(Ret.)
Judge	Jaime	R.	Corral	(Ret.)
Ms.	Deborah	A.	David	Esq.
Mr.	Gary	S.	Davis	Esq.
Mr.	Joseph	A.	Davis	Esq.
Judge	David	F.	DeAlba	(Ret.)
Mr.	Dan	H.	Deuprey	Esq.
Mr.	Robert	N.	Dobbins	Esq.
Judge	Anthony	B.	Drewry	(Ret.)
Mr.	James	M.	Eisenman	Esq.
Judge	William	J.	Elfvig	(Ret.)
Mr.	Eric	S.	Emanuel	Esq.
Mr.	Randolph	M.	Even	Esq.
Judge	Joyce	K.	Fahey	(Ret.)
Judge	Elizabeth		Feffer	(Ret.)
Mr.	Barry	A.	Fisher	Esq.
Judge	Bryan	F.	Foster	(Ret.)
Mr.	Thomas	I.	Friedman	Esq.
Mr.	Kenneth	D.	Gack	Esq.
Judge	Allan	J.	Goodman	(Ret.)
Mr.	Geoffrey	S.	Gray	Esq.
Judge	Margaret		Grignon	(Ret.)
Mr.	Jon	Anders	Hammerbeck	Esq.
Mr.	Robert	T.	Hanger	Esq.
Judge	John	F.	Herlihy	(Ret.)
Mr.	Stephen	L.	Hewitt	Esq.
Judge	Joe	W.	Hilberman	(Ret.)
Judge	Russell	L.	Hom	(Ret.)
Judge	H. Chester		Horn	Jr., (Ret)
Judge	David	Allen	Horowitz	(Ret.)
Mr.	Robert		Jacobs	Esq.
Judge	Barbara	R.	Johnson	(Ret.)
Mr.	Kevin	M.	Kallberg	Esq.
Judge	Craig	S.	Kamansky	(Ret.)
Mr.	Sidney		Kanazawa	Esq.
Mr.	David	M.	Karen	Esq.
Judge	Craig	D.	Karlan	(Ret.)
Judge	Andrew	C.	Kauffman	(Ret.)
Judge	Steven	J.	Kleifield	(Ret.)
Judge	Dennis	J.	Landin	(Ret.)
Mr.	Philip	R.	LeVine	Esq.

OIA Panel of Neutral Arbitrators

Southern California

Title	First	Middle	Last	Suffix
Mr.	Leonard	S.	Levy	Esq.
Judge	Charles		Margines	(Ret.)
Mr.	John	J.	McCauley	Esq.
Judge	Rosemary	T.	McGuire	(Ret.)
Judge	Rita		Miller	(Ret.)
Judge	David	S.	Milton	(Ret.)
Judge	Jamoa	A.	Moberly	(Ret.)
Judge	Mark	V.	Mooney	(Ret.)
Justice	Fred	K.	Morrison	(Ret.)
Judge	Wendell		Mortimer	(Ret.)
Judge	Robert	J.	Moss	(Ret.)
Judge	Kevin	J.	Murphy	(Ret.)
Judge	Kirk	H.	Nakamura	(Ret.)
Judge	Leslie	C.	Nichols	(Ret.)
Judge	Benny	C.	Osorio	(Ret.)
Ms.	Natalie		PanossianBassler	Esq.
Mr.	Alan	S.	Petlak	Esq.
Mr.	Gregory	A.	Post	Esq.
Judge	Russell	D.	Pulver	(Ret.)
Judge	Linda		Quinn	(Ret.)
Judge	Sheridan		Reed	(Ret.)
Mr.	Robert	A.	Rees	Esq.
Ms.	Barbara		Reeves	Esq.
Judge	Richard	E.	Rico	(Ret.)
Judge	Gerald		Rosenberg	(Ret.)
Judge	Michelle	R.	Rosenblatt	(Ret.)
Ms.	Sheri	E.	Ross	Esq.
Judge	Charles	G.	Rubin	(Ret.)
Mr.	Daniel	R.	Saling	Esq.
Judge	Ann	Elizabeth	Sarli	(Ret.)
Mr.	Michael	F.	Saydah	Esq.
Judge	Keith		Schulner	(Ret.)
Judge	Mary	Fingal	Schulte	(Ret.)
Judge	Clay	M.	Smith	(Ret.)
Judge	James	L.	Smith	(Ret.)
Mr.	Peter		Smith	Esq.
Judge	Michael	C.	Solner	(Ret.)
Ms.	Dana		Susson	Esq.
Judge	Paul	T.	Suzuki	(Ret.)
Judge	Norman	Perry	Tarle	(Ret.)
Judge	Randa	M.	Trapp	(Ret.)
Judge	Emily	E.	Vasquez	(Ret.)
Judge	Thomas	E.	Warriner	(Ret.)
Judge	H. Stuart		Waxman	(Ret.)
Justice	Thomas	L.	Willhite	(Ret.)
Mr.	Garry	W.	Williams	Esq.
Ms.	Deborah	Z.	Wissley	Esq.
Judge	Charlotte	Walter	Woolard	(Ret.)
Mr.	David	M.	Wright	Esq.
Mr.	Shep	Alan	Zebberman	Esq.
Judge	Nancy	E.	Zeltzer	(Ret.)

OIA Panel of Neutral Arbitrators

San Diego

Title	First	Middle	Last	Suffix
Judge	Monica		Bachner	(Ret.)
Judge	Paul	L.	Beeman	(Ret.)
Judge	Joseph	F.	Biafore	Jr., (Ret)
Judge	David	H.	Brickner	(Ret.)
Mr.	Richard	E.	Buck	Esq.
Judge	Luis	A.	Cardenas	(Ret.)
Judge	Chris	R.	Conway	(Ret.)
Mr.	Gary	S.	Davis	Esq.
Mr.	Joseph	A.	Davis	Esq.
Judge	David	F.	DeAlba	(Ret.)
Mr.	Dan	H.	Deuprey	Esq.
Mr.	Robert	N.	Dobbins	Esq.
Judge	Anthony	B.	Drewry	(Ret.)
Judge	William	J.	Elfving	(Ret.)
Mr.	Eric	S.	Emanuels	Esq.
Judge	Bryan	F.	Foster	(Ret.)
Mr.	Thomas	I.	Friedman	Esq.
Mr.	Geoffrey	S.	Gray	Esq.
Judge	Margaret		Grignon	(Ret.)
Mr.	Jon	Anders	Hammerbeck	Esq.
Mr.	Robert	T.	Hanger	Esq.
Judge	John	F.	Herlihy	(Ret.)
Judge	Herbert	B.	Hoffman	(Ret.)
Judge	Russell	L.	Hom	(Ret.)
Mr.	Robert		Jacobs	Esq.
Mr.	David	M.	Karen	Esq.
Judge	Craig	D.	Karlan	(Ret.)
Judge	Andrew	C.	Kauffman	(Ret.)
Judge	Charles		Margines	(Ret.)
Mr.	John	J.	McCauley	Esq.
Mr.	Monty	A.	McIntyre	Esq.
Judge	Jamoa	A.	Moberly	(Ret.)
Judge	Mark	V.	Mooney	(Ret.)
Justice	Fred	K.	Morrison	(Ret.)
Judge	Robert	J.	Moss	(Ret.)
Judge	Kevin	J.	Murphy	(Ret.)
Judge	Kirk	H.	Nakamura	(Ret.)
Judge	Leslie	C.	Nichols	(Ret.)
Judge	Thomas	P.	Nugent	(Ret.)
Ms.	Natalie		PanossianBassler	Esq.
Mr.	Alan	S.	Petlak	Esq.
Mr.	Gregory	A.	Post	Esq.
Judge	Ronald	Steven	Prager	(Ret.)
Judge	Russell	D.	Pulver	(Ret.)
Judge	Linda		Quinn	(Ret.)
Judge	Sheridan		Reed	(Ret.)
Mr.	Charles	D.	Richmond	Esq.
Judge	Gerald		Rosenberg	(Ret.)
Mr.	Gene	E.	Royce	Esq.
Judge	Charles	G.	Rubin	(Ret.)
Judge	Ann	Elizabeth	Sarli	(Ret.)
Mr.	Michael	F.	Saydah	Esq.
Mr.	Thomas	E.	Sharkey	Esq.

OIA Panel of Neutral Arbitrators

San Diego

Title	First	Middle	Last	Suffix
Judge	Clay	M.	Smith	(Ret.)
Mr.	Peter		Smith	Esq.
Judge	Nita	L.	Stormes	(Ret.)
Ms.	Dana		Susson	Esq.
Judge	Norman	Perry	Tarle	(Ret.)
Judge	Randa	M.	Trapp	(Ret.)
Judge	Emily	E.	Vasquez	(Ret.)
Judge	Thomas	E.	Warriner	(Ret.)
Judge	Charlotte	Walter	Woolard	(Ret.)
Mr.	David	M.	Wright	Esq.
Mr.	Shep	Alan	Zebberman	Esq.
Judge	Nancy	E.	Zeltzer	(Ret.)

EXHIBIT H

OIA Demographic Form and Report

OIA Demographic Form

California Code of Civil Procedure Section 1281.96(a)(12) requires provider organizations to collect demographic data, relative to ethnicity, race, disability, veteran status, gender, gender identity, and sexual orientation of all arbitrators as self-reported by the arbitrators. Pursuant to the statute, you will be required to complete and return both forms in order to participate as a neutral arbitrator on the OIA panel. The OIA will then post the demographic data in the aggregate on the OIA website.

Although the collection and publication of this data is statutorily required, the Arbitration Oversight Board (AOB) passed a resolution to recognize that improving data on diversity and inclusion is one of the AOB's strategic objectives. Collecting diversity data will help raise awareness of barriers, create an evidence base for examining diversity issues, identify sector-specific problems areas and measure progress toward improved diversity and inclusivity.

YOUR RESPONSES TO THESE QUESTIONS WILL REMAIN CONFIDENTIAL.

Counsel, parties, and other participants in the arbitration system will not be provided with a copy of your responses or with the information provided on them. Please include your name below on this page and answer each question on the next page. You may decline to state.

NAME _____

With which racial and/or ethnic group do you identify? Choose all that apply.

- American Indian, Native American or Alaska Native
- Asian
- Black or African American
- Hispanic/Latino or Spanish
- Middle Eastern or North African
- Native Hawaiian or Pacific Islander
- White or Caucasian (Non-Hispanic)
- Other (please specify): _____
- Decline to state

Do you identify as a person with a disability?

- Yes
- No
- Decline to state

Which best describes your military status?

- U.S. military veteran
- Military service from a country other than the U.S.
- Current member of the Armed Forces (active duty or reserve)
- No military service
- Decline to state

Which of the following best describes your gender identity?

- Female
- Male
- Non-conforming/Non-binary/gender variant
- Transgender
- Decline to state

Which of the following best describes your sexual orientation?

- Asexual
- Bisexual
- Gay or Lesbian
- Heterosexual
- Pansexual
- Decline to state

OIA Demographic Data Pursuant to State Law

Racial and/or Ethnic Group	
American Indian, Native American or Alaska Native	0.73%
Asian	4.76%
Black or African American	3.30%
Hispanic/Latino or Spanish	4.76%
Middle Eastern or North African	0.37%
Native Hawaiian or Pacific Islander	0.00%
White or Caucasian (Non-Hispanic)	79.49%
Jewish	0.37%
Decline to state	6.23%
4% people identified an additional category:	
Asian / Irish / Jewish / White or Caucasian (Non-Hispanic)	

Person with a Disability	
Yes	3.30%
No	89.38%
Decline to State	7.33%

Military Status	
U.S. military veteran	23.08%
Military service from a country other than the US	0.37%
Current member of the Armed Forces (active duty or reserve)	0.00%
No military service	71.79%
Decline to State	4.76%

Gender Identity	
Female	15.02%
Male	80.22%
Non-conforming/Non-binary/gender variant	0.00%
Transgender	0.00%
Decline to State	4.76%

Sexual Orientation	
Asexual	0.00%
Bisexual	1.10%
Gay or Lesbian	1.47%
Heterosexual	88.64%
Pansexual	0.00%
Decline to state	8.79%

EXHIBIT I

List of Awards to Claimants

List of 2023 Awards to Claimants

Case Number (not actual OIA case number)	Amount of Awards	Month/Year
1	\$65,000.00	02/23
2	\$1,731,646.81	04/23
3	\$516,828.00	10/23

EXHIBIT J

Fee Waiver Explanation and Waiver Forms

Explanation of Waivers

Under California law, the fees and expenses of the neutral arbitrator are divided between the claimants and the respondents. The Rules for Kaiser Permanente Member Arbitrations Administered by the Office of the Independent Administrator (Rules) provide ways for claimants to shift that obligation to Kaiser. The Rules also allow claimants to request a waiver of the \$150 filing fee if they cannot afford it. Please see the three options below for waiver of fees.

1. **Waiver of the \$150 Filing Fee**

A claimant whose gross monthly income is less than three times the federal poverty guidelines does not have to pay the filing fee. The claimant must complete the **Claimant's Request for Waiver of \$150 Arbitration Filing Fee** form on page 1 and mail, fax, or e-mail it to the OIA *within 75 days* of the day the OIA received the demand for arbitration. Please note: This waiver request has a deadline. See Rule 12.

A claimant whose gross monthly income is more than three times the federal poverty guidelines may still qualify for a waiver of the filing fee because of financial hardship. See option 3 below.

2. **Waiver of the Neutral Arbitrator's Fees and Expenses**

A claimant who signs and returns the **Waiver of Objection to Payment of Fees** and the **Waiver of Party Arbitrator - Claimants** forms does not have to pay the neutral arbitrator's fees. *No financial information is required.* All claimants and their attorneys must sign the forms.¹ By signing these forms, a claimant agrees 1) not to object that the arbitration is somehow unfair because Kaiser pays all the neutral arbitrator's fees and expenses and 2) not to use a party arbitrator. See Rule 15 and pages 2-3 for the forms.

This is the most common waiver. It only requires the signatures of all claimants and their counsel.

3. **Waiver of the \$150 Filing Fee and the Neutral Arbitrator's Fees and Expenses While Retaining the Right to a Party Arbitrator**

A claimant with extreme financial hardship may request a waiver of both the filing fee and the neutral arbitrator's fees and expenses while retaining the right to a party arbitrator. Financial hardship includes receiving some form of public assistance, or when monthly expenses exceed monthly income. A claimant must complete the **Request Form for Waiver of Filing Fee and Fees and Expenses of Neutral Arbitrator** found on pages 4-8.

A copy of this form is given to Kaiser. While Kaiser may object to the request, it is the OIA that decides the fee waiver. If the request is granted, the filing fee is waived and Kaiser pays 100 % of the neutral arbitrator's fees and expenses. If the claimant elects to have a party arbitrator, the claimant is responsible for their party arbitrator's fees and expenses. See Rule 13.

If you have any questions, please call us at (213)637-9847.

¹Claimants who seek less than \$200,000 do not need to submit the party arbitrator form.

Claimant's Request for Waiver of \$150 Arbitration Filing Fee

Instructions: If you seek a waiver of the \$150 arbitration filing fee, please complete and sign the following form and return it to the address below. Claimants who have a gross monthly income that is less than 300 percent of the federal poverty guidelines are entitled to have this fee waived. This waiver will not affect your obligation to pay one half of the neutral arbitrator's fees and expenses. The last section of the System Description explains the different methods for obtaining waivers in our system. The form must be sent to the OIA within 75 days of the OIA receiving your demand for arbitration. Return this form to the address below. **This form is confidential – do not serve a copy on Respondents.** The OIA will notify you if you are not eligible for the waiver, in which case you must either pay the \$150 filing fee or obtain a waiver based upon extreme hardship, as described in Rule 13.

Office of the Independent Administrator
635 S. Hobart Blvd., #A35
Los Angeles, CA 90005
E-Mail: oia@oia-kaiserarb.com
Fax: 213-637-8658

Name of Arbitration _____ Arbitration Number _____

I declare under oath that my gross monthly income is _____. The number of persons living in my household is _____.

Signature of Claimant

Date

Signature of Claimant

Date

Signature of Claimant

Date

Signature of Claimant

Date

Signature of Claimant

Date

Waiver of Objection to Payment of Fees

Instructions: Health Plan will only pay Claimant's share of the Neutral Arbitrator's fees and expenses if this form is completed and returned to the Independent Administrator and a copy served on Respondents. **All Claimants and their counsel must sign this form.** If Claimants seek damages of more than \$200,000, they must also sign and return the Waiver of Party Arbitrator Form to be entitled to Health Plan's payment of the Neutral Arbitrator's fees. See Arbitration Rule 15.a. Return this form to

Office of the Independent Administrator
635 S. Hobart Blvd., #A35
Los Angeles, CA 90005
E-Mail: oia@oia-kaiserarb.com
Fax: 213-637-8658

Name of Arbitration _____ Arbitration number _____

Normally, the fees and expenses of a Neutral Arbitrator are divided between the Claimants and Respondents. I/We, the Claimant(s) in the arbitration listed above, agree that I/we will waive any or all claims, present or future, I/we may have based on Kaiser Foundation Health Plan's payment of the fees and expenses incurred by the Neutral Arbitrator. In exchange for waiving any such claims and waiving any right to a Party Arbitrator, Kaiser Foundation Health Plan will pay the fees and expenses incurred by the Neutral Arbitrator.

I/We make this decision voluntarily and after the opportunity to discuss the decision with counsel.

_____ Print Name of Claimant	_____ Signature of Claimant	_____ Date
_____ Print Name of Claimant	_____ Signature of Claimant	_____ Date
_____ Print Name of Claimant	_____ Signature of Claimant	_____ Date
_____ Print Name of Claimant	_____ Signature of Claimant	_____ Date
_____ Print Name of Claimant's Counsel	_____ Signature of Claimant's Counsel	_____ Date

To be effective, all of the Claimants and Counsel must sign this Form.

Waiver of Party Arbitrator — Claimants

Note: Under California law, Party Arbitrators are used in arbitrations seeking more than \$200,000. Parties may waive the Party Arbitrators. Even if you waive your right to a Party Arbitrator, you may still be awarded more than \$200,000. While waiving a Party Arbitrator is voluntary, if you choose to do this, you must use this Form. **To be effective, all of the Claimants and Counsel must sign this Form.**

If you want Respondent to pay your share of the Neutral Arbitrator's fees and expenses and the claim is more than \$200,000 in damages, you must sign and return both this Form and the Waiver of Objection to Payment of Fees Form to the Independent Administrator and serve copies on the Respondents. See Arbitration Rules 14 and 15.

Office of the Independent Administrator
635 S. Hobart Blvd., #A35
Los Angeles, CA 90005
E-Mail: oia@oia-kaiserarb.com
Fax: 213-637-8658

Name of Arbitration _____ Arbitration number _____

I/We, the Claimant(s) in the arbitration listed above, agree that I/we will waive my/our right to a Party Arbitrator.

I/We have had the opportunity to discuss this decision with counsel and make this decision voluntarily.

_____ Print Name of Claimant	_____ Signature of Claimant	_____ Date
_____ Print Name of Claimant	_____ Signature of Claimant	_____ Date
_____ Print Name of Claimant	_____ Signature of Claimant	_____ Date
_____ Print Name of Claimant	_____ Signature of Claimant	_____ Date
_____ Print Name of Claimant's Counsel	_____ Signature of Claimant's Counsel	_____ Date

To be effective, all of the Claimants and Counsel must sign this Form.

Request Form for Waiver of Filing Fee and Fees and Expenses of Neutral Arbitrator

Instructions: If you wish to arbitrate a claim in this system but cannot afford to pay the filing fee and the fees and expenses of the Neutral Arbitrator, you will not have to pay them if you qualify for a waiver. You have three options to show you qualify for a waiver.

1. You are receiving financial assistance under one or more of the programs provided on the next page. **Fill out Pages 4 and 5.**
2. Your gross monthly household income is less than one of the limits on the next page. **Fill out Pages 4 and 5.**
3. Your income is not enough to pay for the common necessities of life for you and the people in your family, plus also pay for the filing fee and the fees and expenses of the Neutral Arbitrator. **Fill out Pages 4 - 8.**

Please note: A copy of this form is given to Kaiser. While Kaiser may object to the request for a waiver, the Office of the Independent Administrator (OIA) decides whether to grant this waiver. See Rule 13. The OIA keeps all information on this form confidential. Return this form to:

Office of the Independent Administrator
635 S. Hobart Blvd., #A35
Los Angeles, CA 90005
E-Mail: oia@oia-kaiserarb.com
Fax: 213-637-8658

Name of Arbitration _____ Arbitration Number _____

I request an order by the Independent Administrator that I do not have to pay the \$150 filing fee or the fees and expenses of the Neutral Arbitrator.

My name: _____

Street or mailing address:: _____

City: _____ State: _____ Zip: _____

Phone: _____

My job is: _____

Employer's name: _____

Employer's address: _____

My attorney's name, address and phone number is: _____

If neither #1 nor #2 applies, please continue.

3. ___ My family income is not enough to pay for the common necessities of life for me and the people in my family, and also pay the filing fee and the fees and expenses of the Neutral Arbitrator.

Note: If you checked line 3 above, please complete items 4, 5, 6, 7, 8. Sign on page 8. Return all 5 pages to the OIA.

4. My income and expenses change significantly from month to month. ___Yes ___No

Note: If you checked yes for #4, in each of the following items enter your average monthly income and average monthly expenses based on the previous 12 months.

5. Monthly Income

a. My gross monthly pay is: \$_____.

b. My monthly payroll deductions: (specify purpose and amount.)

i. _____ \$_____

ii. _____ \$_____

iii. _____ \$_____

iv. _____ \$_____

v. _____ \$_____

vi. _____ \$_____

c. My total monthly payroll deductions: \$_____

d. My net monthly pay: \$_____

(Subtract Line c, total monthly payroll deductions from Line a, gross monthly pay)

e. My monthly income from other sources:

Source: Amount:

a. _____ \$_____

b. _____ \$_____

c. _____ \$_____

Total income from other sources: \$_____

f. **My total Monthly Income from all sources:** \$_____

(Add Line d and Line e)

6. My Monthly Financial Obligations

a. Persons living in my home for whom I have a financial responsibility

Name	Age	Relationship	Gross Monthly Income

Total Gross Monthly Income of these persons is: \$ _____

7. My Monthly Financial Obligations

- a. Rent or house payment and maintenance \$ _____
- b. Food and household supplies \$ _____
- c. Utilities and telephone \$ _____
- d. Clothing \$ _____
- e. Laundry and cleaning \$ _____
- f. Medical and dental payments \$ _____
- g. Insurance (life, health, accident, etc.) \$ _____
- h. School, child care \$ _____
- i. Child, spousal support (prior marriage) \$ _____
- j. Transportation and auto expenses \$ _____
(insurance, gas, repairs)
- k. Total Monthly installment payments \$ _____
- l. **Total Monthly Financial Obligations:** \$ _____

EXHIBIT K

Party or Attorney Evaluation of Neutral Arbitrator

7. The neutral arbitrator understood the facts of my case.

5 4 3 2 1 N/A
Agree Disagree

Please comment: _____

8. The neutral arbitrator served his/her decision within a reasonable time.

5 4 3 2 1 N/A
Agree Disagree

Please comment: _____

9. The fees billed by the neutral arbitrator were consistent with those described in his/her application materials which I received from the OIA at the beginning of case.

5 4 3 2 1 N/A
Agree Disagree

Please comment: _____

10. The fees charged by the neutral arbitrator were reasonable given the work performed.

5 4 3 2 1 N/A
Agree Disagree

Please comment: _____

11. I would recommend this arbitrator to another person or another lawyer with a case like mine.

5 4 3 2 1 N/A
Agree Disagree

Please comment: _____

Claimant and Attorney Evaluations of Neutrals; Statistical Summary of 2023 Responses

Claimant or Respondent?	Evals Rec'd	Fair	Respectful	Timely	Response	Explained	Knew Law	Knew Facts	Decision	Billed	Fees	Recommend	Cnt/Avg
		Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	
Unidentified Count	1	1	1	1	1	1	1	1	1	1	1	1	
Unidentified Average		1.0	3.0	5.0	5.0	3.0	3.0	1.0	5.0	3.0	1.0	1.0	2.8
Claimant Attorney Count	5	5	5	5	5	5	5	5	5	3	3	4	
Claimant Attorney Average		3.0	3.8	4.2	4.2	3.2	2.8	2.6	3.6	3.7	3.7	3.0	3.4
Pro Per Count	5	4	4	4	3	4	4	4	4	1	1	3	
Pro Per Average		1.5	3.5	3.8	4.7	3.0	3.3	2.0	3.8	4.0	3.0	2.3	3.2
Respondent Count	28	28	28	28	28	28	28	28	28	26	26	28	
Respondent Average		4.9	5.0	4.9	5.0	5.0	4.8	4.9	4.9	4.9	4.8	4.8	4.9
Total Count	39	38	38	38	37	38	38	38	38	31	31	36	
Total Average		4.2	4.6	4.7	4.9	4.5	4.3	4.2	4.6	4.7	4.5	4.3	4.5

EXHIBIT L

Questionnaire for Neutral Arbitrators

4. Based on my experience in this case, I found the that the following characteristics of the system **worked well**. (Check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> manner of neutral arbitrator's appointment | <input type="checkbox"/> the system's rules overall |
| <input type="checkbox"/> early management conference | <input type="checkbox"/> hearing within 18 months |
| <input type="checkbox"/> availability of expedited procedures | <input type="checkbox"/> availability of complex/extraordinary procedures |
| <input type="checkbox"/> award within 15 business days of closure of hearing | <input type="checkbox"/> other (please describe): _____ |
| <input type="checkbox"/> claimant's ability to have respondent pay cost of neutral arbitrator | |

Please comment: _____

5. Based on my experience in this case, I found that the following characteristics of the system **need change or improvement**. (Check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> manner of neutral arbitrator's appointment | <input type="checkbox"/> the system's rules overall |
| <input type="checkbox"/> early management conference | <input type="checkbox"/> hearing within 18 months |
| <input type="checkbox"/> availability of expedited procedures | <input type="checkbox"/> availability of complex/extraordinary procedures |
| <input type="checkbox"/> award w/in 15 business days of closure of hearing | <input type="checkbox"/> other (please describe): _____ |
| <input type="checkbox"/> claimant's ability to have respondent pay cost of neutral arbitrator | |

Please comment: _____

6. Have you had experience with a similar case in Superior Court? Yes No
If yes, what was your role? _____
If yes, was your experience in this system with this case:
 better worse about the same?

Please comment: _____

7. Please offer your suggestions for improving the communications with this office.

8. Please offer you suggestions for how this office can improve the system.

9. Please offer your suggestions for improvement or change in the *Rules*.

EXHIBIT M

Party or Attorney Evaluation of Arbitration System

Party or Attorney Evaluation of Arbitration System

**I am the Pro Per Claimant _____ OR
I am the attorney who represented _____ the Claimant OR _____ the Respondent**

1. In this case, I thought the procedures set out in the *Rules for Kaiser Permanente Members Arbitrations Administered by the Office of Independent Administrator* worked well.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

2. In this case, the process for obtaining medical records worked well.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

3. In this case, the Office of Independent Administrator was responsive to my questions and concerns.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: _____

4. Have you had experience with a similar case in Superior Court? ___ Yes ___ No
If yes, was your experience in this system with this case:
___ better ___ worse ___ about the same?

Please comment: _____

5. Please offer your suggestions for how this office can improve the system.

6. Please offer your suggestions for improvement or change in the *Rules*.

EXHIBIT N

Kaiser Arbitration Oversight Board Comments on the Annual Report

Kaiser Arbitration Oversight Board Comments on the Annual Report

The Kaiser Arbitration System aims to offer a fair, efficient, and cost-effective arbitration process while safeguarding the privacy of the parties involved. The Office of the Independent Administrator (OIA) has been managing this system since 1999 and publishes an Annual Report detailing its activities and outcomes. The Arbitration Oversight Board (AOB) supervises the OIA's handling of cases. In 2023, the OIA received a total of 619 arbitration demands, with 585 related to medical malpractice claims, 17 to premises liability, 14 to other torts, and 2 to benefits cases. *

During the administration of these cases, both the OIA and AOB reconvened the Rules Subcommittee, comprising three AOB members, to review proposed changes to Rules 9 and 39, which took effect on January 1, 2024. Temporary Rule 4, implemented in response to COVID-19, allowed neutrals to deliver decisions and orders electronically until Rule 39 came into effect in 2024. Temporary Rules can be found on page E-53 of the Annual Report.

The AOB and OIA are actively working to enhance the diversity of the Neutral Panel, which currently consists of 176 members. At the conclusion of each case, the OIA surveys the neutral arbitrators to gather their feedback on the OIA System and Rules. The arbitrators provided an average rating of 4.8 out of 5.0, indicating high satisfaction.

When asked whether the OIA experience was better, worse, or the same as a similar case tried in court, 48% of the arbitrators felt it was better, 51% said it was about the same, and 1% found it worse. Additionally, all parties involved, including the claimant's counsel, pro pers, and respondent's counsel, evaluated the OIA System, giving it an average score of 4.3, up from 3.7 in 2022 on a scale of 5.0.

In conclusion, the detailed analysis presented in this Annual Report offers a comprehensive and transparent account of the Kaiser Arbitration system's activities throughout the 2023 calendar year. The report underscores the steadfast commitment of both the system and the Office of the Independent Administrator (OIA) to upholding the core objectives of fairness, efficiency, and affordability in arbitration proceedings while also prioritizing the protection of the parties' privacy. With positive feedback from neutral arbitrators and all involved parties, as well as continuous efforts to enhance diversity within the Neutral Panel, it is evident that the Kaiser Arbitration System remains dedicated to delivering a high-quality dispute resolution process that consistently meets the expectations and needs of its stakeholders.

Richard Spinello
Chair Kaiser Arbitration Oversight Board

* All figures referenced in these comments can be found at <https://oia-kaiserarb.com/14>.