

# **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. She is a licensed notary.

**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 a first year law student at Southwestern Law School.

**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 at 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**

**Redlined**

***Rules for Kaiser Permanente Member  
Arbitrations Administered by  
the Office of the Independent Administrator  
Amended as of February 14, 2025***

**RULES FOR KAISER PERMANENTE MEMBER  
ARBITRATIONS**

**ADMINISTERED BY**

**THE OFFICE OF THE INDEPENDENT ADMINISTRATOR  
AMENDED AS OF ~~JANUARY 1, 2024~~ FEBRUARY 14, 2025**

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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 and any Supplemental Rules shall be administered by the Office of the Independent Administrator. Arbitrations conducted under these Rules and any Supplemental 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 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. 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.
- 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~~ forty-five (45) days after the closing of the Arbitration Hearing, and in all other cases, no later than ~~fifteen (15) business~~ thirty (30) 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. 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](mailto:oia@oia-kaiserarb.com), or visit the OIA's website at [www.oia-kaiserarb.com](http://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](http://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 with their 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 Rule 24.a., cases must close within 18 months. Rules 24.b. and c., 28 and 33-36 contain provisions for cases 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 monitors the progress of each case to ensure the case moves forward as expeditiously as possible. Rule 25.c.ii. requires arbitration hearings be scheduled for consecutive days.

- 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 counsel or unrepresented claimants 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.

## **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 195 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-five percent (65%) of the neutral arbitrators on the OIA panel belong to provider organizations. The qualifications for neutral arbitrators are available on the OIA's website.

- 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 admits those applicants who meet 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 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 ninety-day postponement. 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 upon whom they can agree, as long as the arbitrator agrees to follow the *Rules*. The parties have 20 days to jointly select a neutral arbitrator 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 jointly select a neutral arbitrator 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, including whether the arbitrator accepts *pro per* cases

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 the neutral arbitrator to hold an Arbitration Management Conference (AMC) within 60 days of the neutral arbitrator's selection. Items to be discussed at the AMC 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 by 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 and maintains a file on each arbitrator. The file contains the neutral arbitrator's application and fee schedule, and subsequent updates to the application, if any.

Also included are copies of any evaluations that have been submitted about the arbitrator by previous parties within the last five years, and any redacted awards or decisions the neutral arbitrator has written within the last five years. 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 a sortable format. The OIA posts the information in sortable and searchable 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. 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 AMC. 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.

- 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 are proceeding under the same rules as medical malpractice cases. Mass arbitrations proceed under the Supplemental Rules Governing Mass Arbitrations Administered by the Office of the Independent Administrator.

**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 Mark Lane Welton, MD, MHCM**

Mark Lane Welton, MD, MHCM  
26 Park Lane Minneapolis MN 55416  
(650) 823-7628  
[mwelton.md@gmail.com](mailto:mwelton.md@gmail.com)

## Education

Harvard School of Public Health, Boston MA, Masters in Health Care Management

07/01/2007 - 06/30/2009

Washington University Jewish Hospital, St. Louis MO, Fellowship Colon and Rectal Surgery

07/01/1992 - 6/30/1993

University of California, Los Angeles, Los Angeles CA, General Surgery Residency

09/01/1984 - 06/30/1991

University of California, Los Angeles, Los Angeles CA, Doctorate in Medicine

09/01/1980 - 06/30/1984

University of California, Davis, Davis CA, Bachelors of Science

09/01/1974 - 06/30/1979

## Experience

**Fairview Health Service, Minneapolis MN — Executive Vice President and Chief Medical Officer; President Employed Medical Group – Fairview Health Medical Group**

07/01/2017 - 06/30/2024

Managed operations for \$6-7 billion health system including 10 hospitals, 1 long-term acute care facility, > 50 clinics, 4 ambulatory surgery centers, 34,000 employees, 6,000 providers (1500 employed)

**Stanford Hospital and Clinics, Palo Alto CA — Chief of Staff & Vice-Chief of Staff**

05/01/2011 - 05/01/2017

Medical staff of roughly 2200 providers, ~ 900 employed MDs; Supervised or managed Medical Executive Committee, and committees for Care Improvement, By-laws, Professionalism, Ethics, Credentialing and Privileging, Quality Patient Safety and Effectiveness and Well-Being

**Stanford Hospital and Clinics, Palo Alto CA – various roles**

09/01/2001 - 06/30/2017

Medical Director Cancer Center, Gastrointestinal Malignancy Program Medical Director, Med/Surg Unit Based Medical Director, Cancer Care Committee Chair, Director Anorectal Physiology Lab

**Stanford University School of Medicine, Palo Alto CA — Professor and Chief, Colon and Rectal Surgery**

09/01/2001 - 06/30/2017

Built section from 0 - 7 colon and rectal surgeons

Mentor, Faculty, Residents and PhD candidate

Faculty: Andrew Shelton, Kim Rhoads, Natalie Kirilcuk, Cindy Kin, Arden Morris, Shamita Shah (Gastroenterology), Candice McNeil (Peds ID).

Residents: Kristen Rumer, Lyen Huang, Daniel Bertoni, Hong Vo, Danielle Zimmer, Carlos Pineda, Lauren Schluzas (Bioengineering PhD candidate)

Biodesign Faculty, Medical School Admissions Committee

**University of California, San Francisco, San Francisco CA — Assistant/ Associate Professor of Surgery**

09/01/1993 - 07/15/2001

Mentor, Residents: Mika Varma, George Chang, Kent Sasse, Kim Rhoads, Virginia Litle, Clifford Ko, Lauren Kosinski, Andrew Shelton

Medical Center and Departmental responsibilities - Department of Surgery and Division of Gastroenterology, Quality Assurance Committees, Physician Well-Being Committee, Cancer Center Committee

**Service to Professional Organizations**

Regent, American Board of Surgery

06/2014 - 06/2020

Board Member, American Board of Colon and Rectal Surgery

06/2012 - 06/2020

American College of Surgeons Advisory Council

06/2013- 06/2019

Board Member, American Society of Colon and Rectal Surgeons Research Foundation

06/2013 - 06/2018

Board member, Fairview Captive 2019-2024

Board member, Fairview Pharmacy 2017-2024

Editorial Board, Journal of Gastrointestinal Surgery, 2013 - present

Editorial Board, Diseases of the Colon and Rectum, 2001-2007

American Joint Committee on Cancer, Anal Cancer Subcommittee Chair, 7th and 8th editions

## Projects at Fairview Health Services

1. Created Well Being Program at MHealth Fairview
  - a. 2018 Established multidisciplinary Well Being Oversight Committee
    - i. Appointed Medical and Nursing director co-leads
    - ii. Created System-wide Medical Director for Well Being
    - iii. Implemented Well Being courses for MDs, staff and nurses
2. Re-engineered Quality at MHealth Fairview
  - a. Created System Chief Quality Officer Role
  - b. Created System Quality Review Committee
    - i. System RCA analysis, determination of gaps, solutions and spread of learnings
    - ii. Established norms for participants in Quality Review activities
  - c. Established Press Ganey Safety Always Culture with system-wide training
    - i. Implemented "Rounding to Influence" behaviors for leaders
  - d. Implemented iPASS to improve hand-offs across service sites
  - e. Centralized patient-complaint, Joint Commission, state medical board notification review process
    - i. Implemented continuous readiness for Joint Commission Review
3. Physician lead for hospital and clinic operations for 11 hospitals, > 50 clinics
  - a. Restructured, with COO and CNO, care delivery from federation of hospitals to integrated delivery network of hospitals with Service Lines, Domains and supporting infrastructure of shared business services.
    - i. Service Lines coordinated care across sites with the goal of delivering most appropriate care in a patient-centric, specialty-centric location.
  - b. Restructured Primary Care Delivery
    - i. Complete redesign of care system with realignment of physician compensation model
4. Created unified medical staff for community hospitals
  - a. Created new medical staff structure to maintain voice of each location while eliminating redundancies
  - b. Centralized credentialing and privileging practices for system
5. President, Employed Medical Group
  - a. Merged two group practices - Fairview Medical Group and HealthEast Medical Group into Fairview Health Medical Group
    - i. ~ 1500 employed practitioners with specialists, primary care and advanced practice providers
      1. Oversight of provider compensation
      2. Oversight of provider recruitment
      3. Oversight of physician behavior
6. Redesigned Independent Practice Network to integrate more completely with health system
  - a. Independent physicians contracted with Fairview to manage contracts with payors allowing group approach to negotiations with payors.
    - i. Contracts with University of Minnesota, Fairview Health Medical Group, and Independents

7. Established one of the first, if not first, COVID only hospital in the country 04/01/2020
  - a. Early in the pandemic, repurposed a long-term acute care facility into a COVID only hospital into which we moved all COVID patients and providers with specific expertise to improve the learning curve for care of COVID patients.
    - i. Spread learnings from this facility to other facilities as patient volumes grew
8. Developed System Operation Center
  - a. manage patient placement across the system to match staffing and patient demand
  - b. Developed mechanisms to move patients from ED to ED, hospital to hospital based on services needed
  - c. Developed mechanisms to manage staff based on system awareness of patient demand

### **Projects prior to Fairview Health Services**

1. Innovated novel approach to anal cancer prevention
  - a. In the mid-90s, as part of a 4 person team consisting of a medical oncologist, infectious disease expert, gynecologic nurse practitioner and surgeon, we innovated a new approach to anal cancer prevention in HIV + and HIV - men who have sex with men.
  - b. Performed basic science research to substantiate our hypothesis and approach
  - c. Developed and taught courses at national meetings to train clinicians in approach
  - d. Approach validated in national trial published 2021.
2. Co-developed novel wound protection device leading to creation of Company, Prescient Surgical, with product Cleancision.
  - a. Product in use across multiple sites but low volume overall
3. Built a colorectal surgery program from zero surgeons at Stanford
  - a. Hired to build a leading colorectal surgery program, recruited faculty, developed academic presence, implemented basic colorectal surgery support. Eight surgeons now on faculty
  - b. Endowed Chair to support department
  - c. Fellowship to start in 2026
4. Built a pelvic floor center at two institutions - UCSF and Stanford
  - a. Pelvic floor dysfunction is an under-recognized, and under-treated disease impacting women primarily.
    - i. Built first center on West Coast in mid-90s
    - ii. Developed plan for multidisciplinary center at Stanford
      1. Built space and recruited national leader to lead once opened
9. Medical Director for NCI designated Cancer Center, 2.5 years
  - a. Restructured care delivery in Stanford Cancer Center from Department Specific Care Delivery to patient-centered disease specific care

10. Women's Cancer Center at Stanford

- a. Proposed, developed business plan, designed, built and opened women's cancer center at Stanford outcompeting Neurosciences and Cardiovascular diseases for space.
- b. Delivered center to Chair of OB/GYN to lead

**Publications, Chapters and presentations**

74 peer reviewed publications, 47 chapters, 232 invited presentations

# **EXHIBIT E**

## **Interim Rules: Tracking Technologies Cases**

## **Interim Rules: Tracking Technologies Cases**

### **1. Applicability**

- a. These Interim Rules apply to the administration of claims that are alleged to arise from the Tracking Technologies Cases (“TTC”). A TTC is a claim alleged to relate to or arise out of the use of online technologies on the websites or mobile applications of any of the Kaiser Respondent(s) (including cookies, pixels, and JavaScript), and any related alleged disclosure of communications or information to the third-party providers of the online technologies.
- b. Arbitration of a TTC is initiated once there has been service of the Demand for Arbitration in accordance with Rule 8 of the *Rules for Kaiser Permanente Member Arbitrations Administered by the Office of the Independent Administrator* (OIA Rules).

### **2. Conflict and Interpretation of the Interim Rules**

In the event of a conflict between the Interim Rules and the OIA Rules, the Interim Rules shall apply pending review pursuant to OIA Rule 50.

### **3. Identification of Tracking Technologies Case Filing**

- a. The determination of whether a claim is subject to these Interim Rules shall be initially identified on the Transmission Form pursuant to OIA Rule 11.
- b. Any party may object to the inclusion of their case in the TTC coordination. The objecting party shall serve a written objection no later than ten (10) calendar days from service of the Transmission Form. The opposing party may submit a response within five (5) calendar days of service of the objection. The objection and response shall be served on the Independent Administrator and opposing party. The Independent Administrator shall decide the request and inform the Parties of the decision within five (5) calendar days after the response is due.
- c. Any party may request inclusion of their case in the TTC coordination. The requesting party shall serve a written request no later than ten (10) calendar days from service of the Transmission Form. The opposing party may submit a response within five (5) calendar days of service of the objection. The request and response shall be served on the Independent Administrator and opposing party. The Independent Administrator shall decide the request and inform the Parties of the decision within five (5) calendar days after the response is due.



#### **4. Temporary Exemption from OIA Rules**

- a. Pursuant to Rule 50.b., the Arbitration Oversight Board, in consultation with the Office of Independent Administrator and the Health Plan, shall develop and approve Supplemental Rules for the administration of the TTC coordination by February 14, 2025.
- b. A Proceedings Coordinator will be appointed, with the authority described in the Supplemental Rules, by March 31, 2025.
- c. TTC claims are exempt from the deadlines set forth in the OIA Rules until such time as the Supplemental Rules are in effect. Discovery shall not commence until a discovery order has been issued in the TTC coordination.

#### **5. Filing Fee**

Payment of the \$150 filing fee shall not be due until the time defined in the Supplemental Rules.

#### **6. Exigent Circumstances**

- a. Claimant(s) may request an adjustment or exemption from Interim Rule 4 by serving a written request on the Independent Administrator, based on either of the following:
  - i. claimant suffers from an illness or condition raising substantial medical doubt of survival within six (6) months; or
  - ii. other good cause.
- b. The request shall include a proposed date for closure of the case.
- c. Respondent(s) may serve a written opposition to the request on the Independent Administrator and other Parties within seven (7) calendar days of the date of the request. The Independent Administrator shall decide the request and serve its decision upon the Parties no later than five (5) calendar days after the opposition is due.
- d. If the Independent Administrator grants the request, the Claimant shall pay the filing fee of \$150.00 within ten (10) calendar days, and the Independent Administrator shall proceed with the selection of a neutral arbitrator pursuant to OIA Rules 16-18. No ninety (90) day postponement pursuant to OIA Rule 21 shall be allowed.
- e. Once appointed, the Neutral Arbitrator, subject to any orders issued by the Proceedings Coordinator, shall proceed with the arbitration process pursuant to the OIA Rules.

# **EXHIBIT F**

## **Supplemental Rules Governing Mass Arbitrations Administered by the Office of the Independent Administrator Effective as of February 14, 2025**

# **Supplemental Rules Governing Mass Arbitrations**

**Administered by  
the Office of the Independent Administrator  
Effective as of February 14, 2025**

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## **Supplemental Rules Governing Mass Arbitrations**

These Supplemental Rules Governing Mass Arbitrations (“Suppl. Rules”) are intended to provide an efficient process for the resolution of mass arbitrations administered by the Office of the Independent Administrator.

### **Suppl. Rule 1—Application of Rules**

- (a) Pursuant to Rule 2 of the Rules for Kaiser Permanent Member Arbitrations Administered by the Office of the Independent Administrator (“OIA Rules”), Mass Arbitrations that meet the criteria set forth in Suppl. Rule 2 shall be conducted according to the Suppl. Rules.
- (b) The OIA Rules govern, except as articulated herein for Mass Arbitrations as defined in Suppl. Rule 2. The Suppl. Rules supplement the OIA Rules that would otherwise apply in an arbitration that does not meet the criteria of Suppl. Rule 2.
- (c) If there is a conflict or inconsistency between the OIA Rules and the Suppl. Rules, the Suppl. Rules shall apply.
- (d) The Suppl. Rules replace and supersede the Interim Rules: Tracking Technologies Cases in effect on September 23, 2024.

### **Suppl. Rule 2—Definition of Mass Arbitration**

Mass Arbitration is defined as:

- (a) One or more arbitration demands submitted by or on behalf of twenty-five (25) or more persons who are eligible and enrolled under a Kaiser plan (“Member”). For purposes of this definition, the Member’s heirs, relatives, personal representatives, or any person claiming that a duty to them arises from a Member’s relationship to one or more Kaiser Permanente parties (“Member Parties”) shall not count towards the 25 Member threshold; and
- (b) Based on the same or substantially similar incident, transaction, or related circumstances.

### **Suppl. Rule 3—Determination of Mass Arbitration**

- (a) Pursuant to OIA Rule 11, within ten (10) days of service of a Demand for Arbitration, the Health Plan shall transmit via email to the Independent Administrator the Transmission Form and all documents received from the Claimant(s) including, without limitation, the Demand for Arbitration, the Claimant Spreadsheet (as defined in Suppl. Rule 4(a)), and the envelope. The Health Plan shall also serve a copy of the Transmission Form on the Claimant(s). When transmitting the Demand(s) for Arbitration and any other documents to the Independent Administrator, the Health Plan shall specify on the Transmission Form whether the arbitration(s) is a Mass Arbitration.
- (b) Any Party may object to the designation of their arbitration(s) as part of a Mass Arbitration. The objecting Party shall serve on the Independent Administrator and the Process Arbitrator, if appointed, a written objection no later than ten (10) days after service of the Transmission Form. The Independent Administrator shall serve the objection on all Parties within five (5) days of receipt. Any Party opposing the objection to the designation of an arbitration(s) as a Mass Arbitration shall serve on the Independent Administrator and the Process Arbitrator, if appointed, a written response to the objection no later than five (5) days after service of the objection. The Process Arbitrator, if appointed, or, if not, the Independent Administrator shall decide whether the arbitration(s) is a Mass Arbitration within ten (10) days following receipt of the response to the objection or, if no response to the objection is received, within ten (10) days after the deadline for filing the response. In the event that no objection is received, the arbitration(s) shall be deemed a Mass Arbitration.
- (c) Any Party may request that its arbitration be included in a Mass Arbitration. The requesting Party shall serve a written request on the Independent Administrator and the Process Arbitrator, if appointed, within ten (10) days after service of the Transmission Form. The Independent Administrator shall serve the request on all Parties within five (5) days of receipt. Any Party opposing the request to add an arbitration(s) to a Mass Arbitration shall serve on the Independent Administrator and the Process Arbitrator, if appointed, a written objection no later than ten (10) days after service of the request. Any Party opposing the objection to a request for the designation of an arbitration(s) as a Mass Arbitration shall serve on the Independent Administrator and the Process Arbitrator, if appointed, a written response to the objection no later than five (5) days after service of the objection. The Process Arbitrator, if appointed, or, if not, the Independent Administrator shall decide whether the arbitration(s) is a Mass Arbitration within ten (10) days following receipt of any response or, if no response to the objection is received, within ten (10) days after the deadline for filing the response. In the event that no objection is received, the arbitration(s) shall be deemed a Mass Arbitration.

- (d) When serving the Transmission Form, objections or responses thereto, requests that an arbitration be included within a Mass Arbitration, or any other information relating to a Mass Arbitration, the Independent Administrator shall redact the names of and other identifying information regarding Claimants that are not represented by the same counsel until a protective order is entered in the arbitration(s) or the other Claimant(s) or Claimant(s)'s counsel provide written consent to the disclosure of such information.

#### **Suppl. Rule 4—Filings and Procedures**

- (a) In the event that any Demand(s) for Arbitration is served pursuant to OIA Rules 7 and 8 on behalf of more than twenty-five (25) Members, Claimant(s)' Demand(s) for Arbitration shall include the Medical Record Number ("MRN") of each Claimant(s) in addition to the other information required by OIA Rule 7. Claimant(s) may use the Demand for Arbitration form available on the OIA's website at [www.oia-kaiserarb.com](http://www.oia-kaiserarb.com). Claimant(s) shall simultaneously with the Demand for Arbitration submit to the Health Plan a spreadsheet that includes the information listed in OIA Rule 7 as well as the MRN of each Claimant (the "Claimant Spreadsheet"). Claimant(s) may use the spreadsheet found on the OIA's website, or a similar format.
- (b) A Mass Arbitration shall be formally initiated (1) once the deadline for objections to the designation of an arbitration as a Mass Arbitration(s) has passed or, if an objection is submitted, once a decision has been made on that objection, and (2) after the Independent Administrator has received the Transmission Form, the Claimant Spreadsheet, the Member's MRN, and the filing fees (or after the Independent Administrator has granted a filing fee waiver). Within thirty (30) days following the formal initiation of the arbitration, the Independent Administrator shall notify all Parties to the arbitration that the Mass Arbitration has been formally initiated.
- (c) The Health Plan shall specify on the Transmission Form whether a Demand(s) for Arbitration submitted subsequent to the initial Demand for Arbitration ("Subsequent Arbitration Demand") should be included in an already pending Mass Arbitration and, if so, it should identify the already pending Mass Arbitration on the Transmission Form. The Transmission Form shall be served on the Independent Administrator. The Independent Administrator shall serve the Transmission Form for the Subsequent Arbitration Demand on all Parties. Prior to service, the Independent Administrator shall redact the names of and other identifying information regarding Claimants that are not represented by the same counsel until a protective order is entered in the arbitration(s) or the other Claimant(s) or Claimant(s)'s counsel provide written consent to the disclosure of such information. Pursuant to Suppl. Rules 3(b) and (c), the Parties may object to the Independent Administrator's or Process Arbitrator's decision to include or exclude a Subsequent Arbitration Demand as part of an already pending Mass Arbitration.

- (d) The Parties shall accept from the Independent Administrator documents, notices, and communications pertaining to each Mass Arbitration via a single, combined communication. The Independent Administrator will determine when separate documents, notices, and communications are required.

#### **Suppl. Rule 5—Filing Fees**

Each Member that is a Party to a Mass Arbitration, individually, or together with their Member Parties, shall each pay a filing fee of \$150 pursuant to OIA Rule 12.

#### **Suppl. Rule 6—Requesting Expedited Procedures**

If a Process Arbitrator has not been appointed, the Parties may request expedited procedures pursuant to OIA Rules 33, 34 and 36, except that, upon appointment of the Process Arbitrator, the Process Arbitrator shall set a deadline for completion of the arbitration. Once a Process Arbitrator has been appointed, a request for expedited procedures shall be submitted to the Process Arbitrator. Once a Neutral Arbitrator has been appointed, OIA Rule 35 shall apply.

#### **Suppl. Rule 7—Selection of Process Arbitrator(s)**

- (a) Within five (5) days of service of the notice that the arbitration has been formally initiated, the Independent Administrator shall simultaneously send to the Claimant(s) and the Respondent(s) an identical list of seven (7) possible Process Arbitrators (the “List of Possible Process Arbitrators”), along with the arbitrators’ application forms and redacted awards, if any. This provision shall supersede the deadline for the Independent Arbitrator to send the List of Possible Neutral Arbitrators under OIA Rule 16.
- (b) Within twenty (20) days from the day the Independent Administrator sends the List of Possible Process Arbitrators, the Parties may either (1) agree by joint written stipulation on the selection of a Process Arbitrator pursuant to the process set forth in OIA Rule 17; or (2) if the Parties do not collectively agree upon a Process Arbitrator, the Process Arbitrator shall be selected from the List of Possible Process Arbitrators pursuant to the process set forth in OIA Rule 18, except that Claimant(s), collectively, and Respondent(s), collectively, may strike up to two (2) names to which they object and shall rank the remaining names in order of preference with “1” being the strongest preference. Regardless of the number of Claimants or Respondents, the Claimant(s), collectively, shall return only one list of preferences and the Respondent(s), collectively, shall return only one list of preferences. If they do not, all persons named on the List of Possible Process Arbitrators shall be deemed equally acceptable to that Party.
- (c) OIA Rules 14, 22, 23, and 29 shall apply to the Process Arbitrator(s). For purposes of determining whether a Demand for Arbitration seeks total damages of \$200,000 or more under OIA Rule 14, only the claim of a single Member, including their Member Parties, shall be considered.



- (d) OIA Rule 21 shall not apply to the selection of the Process Arbitrator. Either Claimant(s) or Respondent(s) may make a single written request to the Independent Administrator for a thirty (30) day postponement of deadlines for selecting the Process Arbitrator(s). The written request must be received by the Independent Administrator on or before the deadline in Suppl. Rule 7(b). The deadlines for selecting the Process Arbitrator(s) shall not be extended for more than a single period of thirty (30) days, except for a showing of good cause.
- (e) When a Process Arbitrator receives an offer from the Independent Administrator or the Parties, the Independent Administrator and Process Arbitrator shall comply with OIA Rule 19.
- (f) The Process Arbitrator shall comply with OIA Rule 20 regarding arbitrator disclosures and challenges. The Parties shall comply with Rule 20 with respect to Party responses. After the statutory disqualification period expires, the Independent Administrator will deem that the Process Arbitrator has been appointed and shall inform the Parties.

**Suppl. Rule 8—Authority of Process Arbitrator(s)**

- (a) Within thirty (30) days after the appointment of the Process Arbitrator(s), the Process Arbitrator(s) shall hold an Arbitration Management Conference (“AMC”) to discuss, without limitation, the topics in OIA Rule 25 and Suppl. Rule 8(b). The Process Arbitrator(s) shall give notice to the Parties of the time and location of the AMC at least ten (10) days in advance. The AMC may be conducted by any method ordered by the Process Arbitrator or agreed upon by the Parties with the Process Arbitrator’s consent.
- (b) The Process Arbitrator(s) shall have authority to consider, and may issue orders, concerning administrative matters including, but not limited to:
  - i. Completion of the filing requirements provided in Suppl. Rule 4;
  - ii. Disputes regarding payment of filing fees;
  - iii. Disputes about the interpretation and applicability of the OIA Rules and the Suppl. Rules, including disputes relating to the duties of the Process Arbitrator. In cases involving a three Process Arbitrator panel, issues that are dispositive with respect to a claim, including summary judgment motions, will be ruled on by all three Process Arbitrators and decided by a majority of them;
  - iv. Objections to the Health Plan’s specification that a Demand for Arbitration is a Mass Arbitration or whether Subsequent Arbitration Demands may be part of a previously submitted Mass Arbitration;
  - v. Disputes over utilization of a single arbitrator or a three arbitrator panel as the Process Arbitrator(s) and/or the Neutral Arbitrator(s);

- vi. Requests for Expedited Procedures pursuant OIA Rules 33, 35 and 36;
  - vii. Appointment of liaison counsel for the Claimant(s) and the roles and responsibilities of liaison counsel including, without limitation, responsibility for notifying the Independent Administrator, the arbitrator(s), and the Parties regarding certain information, including new Parties that may be added to the Mass Arbitration;
  - viii. Orders relating to the Mandatory Settlement Meeting (“MSM”) required by OIA Rule 26, which shall be completed within six (6) months after the arbitration is formally initiated. The deadline for completing the MSM shall not be extended, except for a showing of good cause;
  - ix. In consultation with the Parties, consolidation or grouping of individual Demands for Arbitration;
  - x. In consultation with the Parties, management of the arbitration hearing dates and selection of cases for appointment of a Neutral Arbitrator;
  - xi. Coordination of any fact or expert discovery, including, without limitation, sequencing and timing for discovery, the use of any streamlined procedures such as initial disclosures or Claimant/Respondent fact sheets, and the entry of stipulated protective orders and electronically stored information protocols. Discovery shall not commence until after the Process Arbitrator(s)’ AMC. The Process Arbitrator(s) shall have authority to adjudicate discovery matters that are determined or included in the Process Arbitrator(s)’ AMC order;
  - xii. Any other non-merits issues affecting the administration of the Mass Arbitration that the Process Arbitrator(s) determines are appropriate for determination; and
  - xiii. Any other issue(s) the Parties agree in writing to submit to the Process Arbitrator(s).
- (c) OIA Rules 24.b. and c., 28.a., 30, 32, 40, 44, 48, 49, and 52 shall apply to the Process Arbitrator(s).
  - (d) Any and all of the Process Arbitrator(s)’ ruling(s) shall contain the reasons for the ruling(s) and be served on Parties and the Independent Administrator within fifteen (15) days of the hearing, or within fifteen (15) days of the last document to be submitted if the issue is decided on the papers and without a hearing.
  - (e) The Process Arbitrator(s) may hold a hearing(s) by telephone, video conferencing, or in person.
  - (f) Any and all rulings or decisions made by the Process Arbitrator(s) shall be final and binding upon the Parties and the Neutral Arbitrator(s).

- (g) The Process Arbitrator(s) shall retain jurisdiction over all issues within the Process Arbitrator's authority and any issues that are referred to the Process Arbitrator by the Parties or the Neutral Arbitrator(s).
- (h) Absent agreement of all counsel and unrepresented Parties, the Process Arbitrator(s) shall not serve as the Neutral Arbitrator for any cases in the same Mass Arbitration.

#### **Suppl. Rule 9—Process Arbitrator Compensation**

- (a) If the Claimant(s) and Claimant(s)'s counsel have signed and served on the Independent Administrator the Waiver of Objection to Payment of Fees Form and, if applicable, the Waiver of Party Arbitrator – Claimants Form provided for in OIA Rule 15.a., or the Independent Administrator has granted a Claimant's Fee Waiver Request pursuant to OIA Rule 13, Respondent(s) shall pay the fees and expenses of the Process Arbitrator. In all other arbitrations, the Respondent(s) shall pay one-half of the Process Arbitrator(s)'s fees and expenses. The Claimant(s) shall pay the other one-half of the Process Arbitrator(s)'s fees and expenses, except that if some but not all of the Claimant(s) and Claimant(s)'s counsel have signed and served on the Independent Administrator the Waiver of Objection to Payment of Fees Form and, if applicable, the Waiver of Party Arbitrator – Claimants Form, then the Claimant(s) and Claimant(s)'s counsel that have not signed such forms shall pay their proportional share of the one-half of the Process Arbitrator(s)'s fees and expenses and Respondent(s) shall pay the remainder of the Claimant(s)'s one-half.
- (b) Claimant(s) may be responsible for paying the fees of the Process Arbitrator in those instances when (1) the Process Arbitrator's fees and expenses were incurred as a result of conduct that causes the Process Arbitrator to incur needless fees and expenses pursuant to OIA Rule 15.d., or, (2) the Process Arbitrator determines that a Party should be responsible for paying all or a portion of the Process Arbitrator's fees and expenses as a result of the Party's failure to comply with its obligations under any of the OIA Rules or the Suppl. Rules.
- (c) The Independent Administrator shall not be responsible for, or involved in, the collection of the Process Arbitrator's fees.

#### **Suppl. Rule 10—Selection of Neutral Arbitrators**

- (a) Within twenty (20) days of service of the Process Arbitrator's order setting an arbitration hearing date or selecting cases for appointment of a Neutral Arbitrator, the Independent Administrator shall simultaneously send to the Parties a List of Possible Neutral Arbitrators pursuant to OIA Rules 16-18. This provision shall supersede the deadline for the Independent Arbitrator to send the List of Possible Neutral Arbitrators under OIA Rule 16.
- (b) OIA Rule 21 regarding postponement of the selection of the Neutral Arbitrator shall not apply to Mass Arbitrations, except that, either Claimant(s), collectively,

or Respondent(s), collectively, may make a single written request for a thirty (30) day postponement of deadlines for selecting the Neutral Arbitrator. The written request must be received by the Independent Administrator on or before the deadline to respond to the List of Possible Neutral Arbitrators pursuant to OIA Rule 16.c. The deadlines for selecting a Neutral Arbitrator shall not be extended for more than a single period of thirty (30) days, except for a showing of good cause.

**Suppl. Rule 11—Extensions of Independent Administrator’s Deadlines**

The Independent Administrator has the authority to extend for up to thirty (30) days, for a showing of good cause, any and all deadlines set forth in the Suppl. Rules, except that any such extension shall apply only to the Independent Administrator’s deadlines and not to the Parties’ deadlines. The Independent Administrator shall send the Parties written notice of any extensions.

**Suppl. Rule 12—Amendment of Supplemental Rules**

OIA Rule 50 shall apply to any amendment to these Supplemental Rules.

# **EXHIBIT G**

## **Ethics Standards for Neutral Arbitrators in Contractual Arbitration**

## **Ethics Standards for Neutral Arbitrators in Contractual Arbitration**

*The Ethics Standards for Neutral Arbitrators in Contractual Arbitration were adopted by the Judicial Council effective July, 2002, and further substantially amended and reorganized effective January 1, 2003.*

***Standard 1. Purpose, intent, and construction***

***Standard 2. Definitions***

***Standard 3. Application and effective date***

***Standard 4. Duration of duty***

***Standard 5. General duty***

***Standard 6. Duty to refuse appointment***

***Standard 7. Disclosure***

***Standard 8. Additional disclosures in consumer arbitrations administered by a provider organization***

***Standard 9. Arbitrators' duty to inform themselves about matters to be disclosed***

***Standard 10. Disqualification***

***Standard 11. Duty to refuse gift, bequest, or favor***

***Standard 12. Duties and limitations regarding future professional relationships or employment***

***Standard 13. Conduct of proceeding***

***Standard 14. Ex parte communications***

***Standard 15. Confidentiality***

***Standard 16. Compensation***

***Standard 17. Marketing***

### **Standard 1. Purpose, intent, and construction**

- (a) These standards are adopted under the authority of Code of Civil Procedure section 1281.85 and establish the minimum standards of conduct for neutral arbitrators who are subject to these standards. They are intended to guide the conduct of arbitrators, to inform and protect participants in arbitration, and to promote public confidence in the arbitration process.
- (b) For arbitration to be effective there must be broad public confidence in the integrity and fairness of the process. Arbitrators are responsible to the parties, the other participants, and the public for conducting themselves in accordance with these standards so as to merit that confidence.

- (c) These standards are to be construed and applied to further the purpose and intent expressed in subdivisions (a) and (b) and in conformance with all applicable law.
- (d) These standards are not intended to affect any existing civil cause of action or create any new civil cause of action.

### **Comment to Standard 1**

Code of Civil Procedure section 1281.85 provides that, beginning July 1, 2002, a person serving as a neutral arbitrator pursuant to an arbitration agreement shall comply with the ethics standards for arbitrators adopted by the Judicial Council pursuant to that section.

While the grounds for vacating an arbitration award are established by statute, not these standards, an arbitrator's violation of these standards may, under some circumstances, fall within one of those statutory grounds. (See Code Civ. Proc., § 1286.2.) A failure to disclose within the time required for disclosure a ground for disqualification of which the arbitrator was then aware is a ground for vacatur of the arbitrator's award. (See Code Civ. Proc., § 1286.2(a)(6)(A).) Violations of other obligations under these standards may also constitute grounds for vacating an arbitration award under section 1286.2(a)(3) if "the rights of the party were substantially prejudiced" by the violation.

While vacatur may be an available remedy for violation of these standards, these standards are not intended to affect any civil cause of action that may currently exist nor to create any new civil cause of action. These standards are also not intended to establish a ceiling on what is considered good practice in arbitration or to discourage efforts to educate arbitrators about best practices.

### **Standard 2. Definitions**

As used in these standards:

#### **(a) Arbitrator and neutral arbitrator**

- (1) "Arbitrator" and "neutral arbitrator" mean any arbitrator who is subject to these standards and who is to serve impartially, whether selected or appointed:
  - (A) Jointly by the parties or by the arbitrators selected by the parties;
  - (B) By the court, when the parties or the arbitrators selected by the parties fail to select an arbitrator who was to be selected jointly by them; or
  - (C) By a dispute resolution provider organization, under an agreement of the parties.

- (2) Where the context includes events or acts occurring before an appointment is final, “arbitrator” and “neutral arbitrator” include a person who has been served with notice of a proposed nomination or appointment. For purposes of these standards, “proposed nomination” does not include nomination of persons by a court under Code of Civil Procedure section 1281.6 to be considered for possible selection as an arbitrator by the parties or appointment as an arbitrator by the court.

*(Subd (a) amended effective July 1, 2014.)*

- (b) “Applicable law” means constitutional provisions, statutes, decisional law, California Rules of Court, and other statewide rules or regulations that apply to arbitrators who are subject to these standards.
- (c) **“Conclusion of the arbitration” means the following:**
  - (1) When the arbitrator is disqualified or withdraws or the case is settled or dismissed before the arbitrator makes an award, the date on which the arbitrator’s appointment is terminated;
  - (2) When the arbitrator makes an award and no party makes a timely application to the arbitrator to correct the award, the final date for making an application to the arbitrator for correction; or
  - (3) When a party makes a timely application to the arbitrator to correct the award, the date on which the arbitrator serves a corrected award or a denial on each party, or the date on which denial occurs by operation of law.
- (d) “Consumer arbitration” means an arbitration conducted under a predispute arbitration provision contained in a contract that meets the criteria listed in paragraphs (1) through (3) below. “Consumer arbitration” excludes arbitration proceedings conducted under or arising out of public or private sector labor-relations laws, regulations, charter provisions, ordinances, statutes, or agreements.
  - (1) The contract is with a consumer party, as defined in these standards;
  - (2) The contract was drafted by or on behalf of the nonconsumer party; and
  - (3) The consumer party was required to accept the arbitration provision in the contract.



- (e) “Consumer party” is a party to an arbitration agreement who, in the context of that arbitration agreement, is any of the following:
- (1) An individual who seeks or acquires, including by lease, any goods or services primarily for personal, family, or household purposes including, but not limited to, financial services, insurance, and other goods and services as defined in section 1761 of the Civil Code;
  - (2) An individual who is an enrollee, a subscriber, or insured in a health-care service plan within the meaning of section 1345 of the Health and Safety Code or health-care insurance plan within the meaning of section 106 of the Insurance Code;
  - (3) An individual with a medical malpractice claim that is subject to the arbitration agreement; or
  - (4) An employee or an applicant for employment in a dispute arising out of or relating to the employee’s employment or the applicant’s prospective employment that is subject to the arbitration agreement.
- (f) “Dispute resolution neutral” means a temporary judge appointed under article VI, section 21 of the California Constitution, a referee appointed under Code of Civil Procedure section 638 or 639, an arbitrator, a neutral evaluator, a special master, a mediator, a settlement officer, or a settlement facilitator.
- (g) “Dispute resolution provider organization” and “provider organization” mean any nongovernmental entity that, or individual who, coordinates, administers, or provides the services of two or more dispute resolution neutrals.
- (h) “Domestic partner” means a domestic partner as defined in Family Code section 297.
- (i) “Financial interest” means a financial interest within the meaning of Code of Civil Procedure section 170.5.
- (j) “Gift” means a gift as defined in Code of Civil Procedure section 170.9(l).
- (k) “Honoraria” means honoraria as defined in Code of Civil Procedure section 170.9(h) and (i).
- (l) “Lawyer in the arbitration” means the lawyer hired to represent a party in the arbitration.

- (m) “Lawyer for a party” means the lawyer hired to represent a party in the arbitration and any lawyer or law firm currently associated in the practice of law with the lawyer hired to represent a party in the arbitration.
- (n) “Member of the arbitrator’s immediate family” means the arbitrator’s spouse or domestic partner and any minor child living in the arbitrator’s household.
- (o) “Member of the arbitrator’s extended family” means the parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, siblings, uncles, aunts, nephews, and nieces of the arbitrator or the arbitrator’s spouse or domestic partner or the spouse or domestic partner of such person.

*(Subd (o) amended effective July 1, 2014.)*

**(p) Party**

- (1) “Party” means a party to the arbitration agreement:
  - (A) Who seeks to arbitrate a controversy pursuant to the agreement;
  - (B) Against whom such arbitration is sought; or
  - (C) Who is made a party to such arbitration by order of a court or the arbitrator upon such party’s application, upon the application of any other party to the arbitration, or upon the arbitrator’s own determination.
- (2) “Party” includes the representative of a party, unless the context requires a different meaning.
- (q) “Party-arbitrator” means an arbitrator selected unilaterally by a party.
- (r) “Private practice of law” means private practice of law as defined in Code of Civil Procedure section 170.5.
- (s) “Significant personal relationship” includes a close personal friendship.

*Standard 2 amended effective July 1, 2014.*

**Comment to Standard 2**

**Subdivision (a).** The definition of “arbitrator” and “neutral arbitrator” in this standard is intended to include all arbitrators who are to serve in a neutral and impartial manner and to exclude unilaterally selected arbitrators.

**Subdivisions (l) and (m).** Arbitrators should take special care to note that there are two different terms used in these standards to refer to lawyers who represent parties in the arbitration. In particular, arbitrators should note that the term “lawyer for a party” includes any lawyer or law firm currently associated in the practice of law with the lawyer hired to represent a party in the arbitration.

**Subdivision (p)(2).** While this provision generally permits an arbitrator to provide required information or notices to a party’s attorney as that party’s representative, a party’s attorney should not be treated as a “party” for purposes of identifying matters that an arbitrator must disclose under standards 7 or 8, as those standards contain separate, specific requirements concerning the disclosure of relationships with a party’s attorney.

Other terms that may be pertinent to these standards are defined in Code of Civil Procedure section 1280.

### **Standard 3. Application and effective date**

**(a)** Except as otherwise provided in this standard and standard 8, these standards apply to all persons who are appointed to serve as neutral arbitrators on or after July 1, 2002, in any arbitration under an arbitration agreement, if:

- (1) The arbitration agreement is subject to the provisions of title 9 of part III of the Code of Civil Procedure (commencing with section 1280); or
- (2) The arbitration hearing is to be conducted in California.

**(b)** These standards do not apply to:

- (1) Party arbitrators, as defined in these standards; or
- (2) Any arbitrator serving in:
  - (A) An international arbitration proceeding subject to the provisions of title 9.3 of part III of the Code of Civil Procedure;
  - (B) A judicial arbitration proceeding subject to the provisions of chapter 2.5 of title 3 of part III of the Code of Civil Procedure;

- (C) An attorney-client fee arbitration proceeding subject to the provisions of article 13 of chapter 4 of division 3 of the Business and Professions Code;
- (D) An automobile warranty dispute resolution process certified under California Code of Regulations title 16, division 33.1 or an informal dispute settlement procedure under Code of Federal Regulations title 16, chapter 1, part 703;
- (E) An arbitration of a workers' compensation dispute under Labor Code sections 5270 through 5277;
- (F) An arbitration conducted by the Workers' Compensation Appeals Board under Labor Code section 5308;
- (G) An arbitration of a complaint filed against a contractor with the Contractors State License Board under Business and Professions Code sections 7085 through 7085.7;
- (H) An arbitration conducted under or arising out of public or private sector labor-relations laws, regulations, charter provisions, ordinances, statutes, or agreements; or
- (I) An arbitration proceeding governed by rules adopted by a securities self-regulatory organization and approved by the United States Securities and Exchange Commission under federal law.

*(Subd (b) amended effective July 1, 2014.)*

- (c) The following persons are not subject to the standards or to specific amendments to the standards in certain arbitrations:
  - (1) Persons who are serving in arbitrations in which they were appointed to serve as arbitrators before July 1, 2002, are not subject to these standards in those arbitrations.
  - (2) Persons who are serving in arbitrations in which they were appointed to serve as arbitrators before January 1, 2003, are not subject to standard 8 in those arbitrations.
  - (3) Persons who are serving in arbitrations in which they were appointed to serve as arbitrators before July 1, 2014, are not subject to the amendments to

standards 2, 7, 8, 12, 16, and 17 that took effect July 1, 2014 in those arbitrations.

*(Subd (c) amended effective July 1, 2014.)*

*Standard 3 amended effective July 1, 2014.*

### **Comment to Standard 3**

With the exception of standard 8 and the amendments to standards 2, 7, 8, 12, 16, and 17 that took effect July 1, 2014, these standards apply to all neutral arbitrators appointed on or after July 1, 2002, who meet the criteria of subdivision (a). Arbitration provider organizations, although not themselves subject to these standards, should be aware of them when performing administrative functions that involve arbitrators who are subject to these standards. A provider organization's policies and actions should facilitate, not impede, compliance with the standards by arbitrators who are affiliated with the provider organization.

Subdivision (b)(2)(I) is intended to implement the decisions of the California Supreme Court in *Jevne v. Superior Court* ((2005) 35 Cal.4th 935) and of the United States Court of Appeals for the Ninth Circuit in *Credit Suisse First Boston Corp. v. Grunwald* ((9th Cir. 2005) 400 F.3d 1119).

### **Standard 4. Duration of duty**

- (a) Except as otherwise provided in these standards, an arbitrator must comply with these ethics standards from acceptance of appointment until the conclusion of the arbitration.
- (b) If, after the conclusion of the arbitration, a case is referred back to the arbitrator for reconsideration or rehearing, the arbitrator must comply with these ethics standards from the date the case is referred back to the arbitrator until the arbitration is again concluded.

### **Standard 5. General duty**

An arbitrator must act in a manner that upholds the integrity and fairness of the arbitration process. He or she must maintain impartiality toward all participants in the arbitration at all times.

### **Comment to Standard 5**

This standard establishes the overarching ethical duty of arbitrators. The remaining standards should be construed as establishing specific requirements that implement this overarching duty in particular situations.

Maintaining impartiality toward all participants during all stages of the arbitration is central to upholding the integrity and fairness of the arbitration. An arbitrator must perform his or her duties impartially, without bias or prejudice, and must not, in performing these duties, by words or conduct manifest partiality, bias, or prejudice, including but not limited to partiality, bias, or prejudice based upon race, sex, religion, national origin, disability, age, sexual orientation, socioeconomic status, or the fact that a party might select the arbitrator to serve as an arbitrator in additional cases. After accepting appointment, an arbitrator should avoid entering into any relationship or acquiring any interest that might reasonably create the appearance of partiality, bias, or prejudice. An arbitrator does not become partial, biased, or prejudiced simply by having acquired knowledge of the parties, the issues or arguments, or the applicable law.

#### **Standard 6. Duty to refuse appointment**

Notwithstanding any contrary request, consent, or waiver by the parties, a proposed arbitrator must decline appointment if he or she is not able to be impartial.

#### **Standard 7. Disclosure**

##### **(a) Intent**

This standard is intended to identify the matters that must be disclosed by a person nominated or appointed as an arbitrator. To the extent that this standard addresses matters that are also addressed by statute, it is intended to include those statutory disclosure requirements, not to eliminate, reduce, or otherwise limit them.

##### **(b) General provisions**

For purposes of this standard:

###### **(1) *Collective bargaining cases excluded***

The terms “cases” and “any arbitration” do not include collective bargaining cases or arbitrations conducted under or arising out of collective bargaining agreements between employers and employees or between their respective representatives.

###### **(2) *Offers of employment or professional relationship***

(A) Except as provided in (B), if an arbitrator has disclosed to the parties in an arbitration that he or she will entertain offers of employment or of professional relationships from a party or lawyer for a party while the arbitration is pending as required by subdivision (b) of standard 12, the

arbitrator is not also required under this standard to disclose to the parties in that arbitration any such offer from a party or lawyer for a party that he or she subsequently receives or accepts while that arbitration is pending.

- (B) In a consumer arbitration, if an arbitrator has disclosed to the parties that he or she will entertain offers of employment or of professional relationships from a party or lawyer for a party while the arbitration is pending as required by subdivision (b) of standard 12 and has informed the parties in the pending arbitration about any such offer and the acceptance of any such offer as required by subdivision (d) of standard 12, the arbitrator is not also required under this standard to disclose that offer or the acceptance of that offer to the parties in that arbitration.

(3) *Names of parties in cases*

When making disclosures about other pending or prior cases, in order to preserve confidentiality, it is sufficient to give the name of any party who is not a party to the pending arbitration as “claimant” or “respondent” if the party is an individual and not a business or corporate entity.

*(Subd (b) amended effective July 1, 2014.)*

**(c) Time and manner of disclosure**

(1) *Initial disclosure*

Within 10 calendar days of service of notice of the proposed nomination or appointment, a proposed arbitrator must disclose to all parties in writing all matters listed in subdivisions (d) and (e) of this standard of which the arbitrator is then aware.

(2) *Supplemental disclosure*

If an arbitrator subsequently becomes aware of a matter that must be disclosed under either subdivision (d) or (e) of this standard, the arbitrator must disclose that matter to the parties in writing within 10 calendar days after the arbitrator becomes aware of the matter.

*(Subd (c) amended effective July 1, 2014.)*

**(d) Required disclosures**

A proposed arbitrator or arbitrator must disclose all matters that could cause a person aware of the facts to reasonably entertain a doubt that the arbitrator would be able to be impartial, including, but not limited to, all of the following:

(1) *Family relationships with party*

The arbitrator or a member of the arbitrator's immediate or extended family is:

- (A) A party;
- (B) The spouse or domestic partner of a party; or
- (C) An officer, director, or trustee of a party.

(2) *Family relationships with lawyer in the arbitration*

(A) *Current relationships*

The arbitrator, or the spouse, former spouse, domestic partner, child, sibling, or parent of the arbitrator or the arbitrator's spouse or domestic partner is:

- (i) A lawyer in the arbitration;
- (ii) The spouse or domestic partner of a lawyer in the arbitration; or
- (iii) Currently associated in the private practice of law with a lawyer in the arbitration.

(B) *Past relationships*

The arbitrator or the arbitrator's spouse or domestic partner was associated in the private practice of law with a lawyer in the arbitration within the preceding two years.

(3) *Significant personal relationship with party or lawyer for a party*

The arbitrator or a member of the arbitrator's immediate family has or has had a significant personal relationship with any party or lawyer for a party.

(4) *Service as arbitrator for a party or lawyer for party*



(A) *The arbitrator is serving or, within the preceding five years, has served:*

- (i) As a neutral arbitrator in another prior or pending noncollective bargaining case involving a party to the current arbitration or a lawyer for a party.
- (ii) As a party-appointed arbitrator in another prior or pending noncollective bargaining case for either a party to the current arbitration or a lawyer for a party.
- (iii) As a neutral arbitrator in another prior or pending noncollective bargaining case in which he or she was selected by a person serving as a party-appointed arbitrator in the current arbitration.

(B) *Case information*

If the arbitrator is serving or has served in any of the capacities listed under (A), he or she must disclose:

- (i) The names of the parties in each prior or pending case and, where applicable, the name of the attorney representing the party in the current arbitration who is involved in the pending case, who was involved in the prior case, or whose current associate is involved in the pending case or was involved in the prior case.
- (ii) The results of each prior case arbitrated to conclusion, including the date of the arbitration award, identification of the prevailing party, the amount of monetary damages awarded, if any, and the names of the parties' attorneys.

(C) *Summary of case information*

If the total number of the cases disclosed under (A) is greater than five, the arbitrator must provide a summary of these cases that states:

- (i) The number of pending cases in which the arbitrator is currently serving in each capacity;
- (ii) The number of prior cases in which the arbitrator previously served in each capacity;
- (iii) The number of prior cases arbitrated to conclusion; and

- (iv) The number of such prior cases in which the party to the current arbitration, the party represented by the lawyer for a party in the current arbitration or the party represented by the party-arbitrator in the current arbitration was the prevailing party.

(5) *Compensated service as other dispute resolution neutral*

The arbitrator is serving or has served as a dispute resolution neutral other than an arbitrator in another pending or prior noncollective bargaining case involving a party or lawyer for a party and the arbitrator received or expects to receive any form of compensation for serving in this capacity.

(A) *Time frame*

For purposes of this paragraph (5), “prior case” means any case in which the arbitrator concluded his or her service as a dispute resolution neutral within two years before the date of the arbitrator’s proposed nomination or appointment.

(B) *Case information*

If the arbitrator is serving or has served in any of the capacities listed under this paragraph (5), he or she must disclose:

- (i) The names of the parties in each prior or pending case and, where applicable, the name of the attorney in the current arbitration who is involved in the pending case, who was involved in the prior case, or whose current associate is involved in the pending case or was involved in the prior case;
- (ii) The dispute resolution neutral capacity (mediator, referee, etc.) in which the arbitrator is serving or served in the case; and
- (iii) In each such case in which the arbitrator rendered a decision as a temporary judge or referee, the date of the decision, the prevailing party, the amount of monetary damages awarded, if any, and the names of the parties’ attorneys.

(C) *Summary of case information*

If the total number of cases disclosed under this paragraph (5) is greater

than five, the arbitrator must also provide a summary of the cases that states:

- (i) The number of pending cases in which the arbitrator is currently serving in each capacity;
- (ii) The number of prior cases in which the arbitrator previously served in each capacity;
- (iii) The number of prior cases in which the arbitrator rendered a decision as a temporary judge or referee; and
- (iv) The number of such prior cases in which the party to the current arbitration or the party represented by the lawyer for a party in the current arbitration was the prevailing party.

(6) *Current arrangements for prospective neutral service*

Whether the arbitrator has any current arrangement with a party concerning prospective employment or other compensated service as a dispute resolution neutral or is participating in or, within the last two years, has participated in discussions regarding such prospective employment or service with a party.

(7) *Attorney-client relationship*

Any attorney-client relationship the arbitrator has or has had with a party or lawyer for a party. Attorney-client relationships include the following:

- (A) An officer, a director, or a trustee of a party is or, within the preceding two years, was a client of the arbitrator in the arbitrator's private practice of law or a client of a lawyer with whom the arbitrator is or was associated in the private practice of law;
- (B) In any other proceeding involving the same issues, the arbitrator gave advice to a party or a lawyer in the arbitration concerning any matter involved in the arbitration; and
- (C) The arbitrator served as a lawyer for or as an officer of a public agency which is a party and personally advised or in any way represented the public agency concerning the factual or legal issues in the arbitration.

(8) *Employee, expert witness, or consultant relationships*

The arbitrator or a member of the arbitrator's immediate family is or, within the preceding two years, was an employee of or an expert witness or a consultant for a party or for a lawyer in the arbitration.

(9) *Other professional relationships*

Any other professional relationship not already disclosed under paragraphs (2)–(8) that the arbitrator or a member of the arbitrator's immediate family has or has had with a party or lawyer for a party.

(10) *Financial interests in party*

The arbitrator or a member of the arbitrator's immediate family has a financial interest in a party.

(11) *Financial interests in subject of arbitration*

The arbitrator or a member of the arbitrator's immediate family has a financial interest in the subject matter of the arbitration.

(12) *Affected interest*

The arbitrator or a member of the arbitrator's immediate family has an interest that could be substantially affected by the outcome of the arbitration.

(13) *Knowledge of disputed facts*

The arbitrator or a member of the arbitrator's immediate or extended family has personal knowledge of disputed evidentiary facts relevant to the arbitration. A person who is likely to be a material witness in the proceeding is deemed to have personal knowledge of disputed evidentiary facts concerning the proceeding.

(14) *Membership in organizations practicing discrimination*

The arbitrator is a member of any organization that practices invidious discrimination on the basis of race, sex, religion, national origin, or sexual orientation. Membership in a religious organization, an official military organization of the United States, or a nonprofit youth organization need not be disclosed unless it would interfere with the arbitrator's proper conduct of the proceeding or would cause a person aware of the fact to reasonably entertain a doubt concerning the arbitrator's ability to act impartially.

(15) *Any other matter that:*

- (A) Might cause a person aware of the facts to reasonably entertain a doubt that the arbitrator would be able to be impartial;
- (B) Leads the proposed arbitrator to believe there is a substantial doubt as to his or her capacity to be impartial, including, but not limited to, bias or prejudice toward a party, lawyer, or law firm in the arbitration; or
- (C) Otherwise leads the arbitrator to believe that his or her disqualification will further the interests of justice.

*(Subd (d) amended effective July 1, 2014.)*

**(e) Other required disclosures**

In addition to the matters that must be disclosed under subdivision (d), a proposed arbitrator or arbitrator must also disclose:

**(1) Professional discipline**

- (A) If the arbitrator has been disbarred or had his or her license to practice a profession or occupation revoked by a professional or occupational disciplinary agency or licensing board, whether in California or elsewhere. The disclosure must specify the date of the revocation, what professional or occupational disciplinary agency or licensing board revoked the license, and the reasons given by that professional or occupational disciplinary agency or licensing board for the revocation.
- (B) If the arbitrator has resigned his or her membership in the State Bar or another professional or occupational licensing agency or board, whether in California or elsewhere, while public or private disciplinary charges were pending. The disclosure must specify the date of the resignation, what professional or occupational disciplinary agency or licensing board had charges pending against the arbitrator at the time of the resignation, and what those charges were.
- (C) If within the preceding 10 years public discipline other than that covered under (A) has been imposed on the arbitrator by a professional or occupational disciplinary agency or licensing board, whether in California or elsewhere. “Public discipline” under this provision means any disciplinary action imposed on the arbitrator that the professional or occupational disciplinary agency or licensing board identifies in its

publicly available records or in response to a request for information about the arbitrator from a member of the public. The disclosure must specify the date the discipline was imposed, what professional or occupational disciplinary agency or licensing board imposed the discipline, and the reasons given by that professional or occupational disciplinary agency or licensing board for the discipline.

(2) *Inability to conduct or timely complete proceedings*

- (A) If the arbitrator is not able to properly perceive the evidence or properly conduct the proceedings because of a permanent or temporary physical impairment; and
- (B) Any constraints on his or her availability known to the arbitrator that will interfere with his or her ability to commence or complete the arbitration in a timely manner.

*(Subd (e) amended effective July 1, 2014.)*

**(f) Continuing duty**

An arbitrator's duty to disclose the matters described in subdivisions (d) and (e) of this standard is a continuing duty, applying from service of the notice of the arbitrator's proposed nomination or appointment until the conclusion of the arbitration proceeding.

*Standard 7 amended effective July 1, 2014.*

**Comment to Standard 7**

This standard requires proposed arbitrators to disclose to all parties, in writing within 10 days of service of notice of their proposed nomination or appointment, all matters they are aware of at that time that could cause a person aware of the facts to reasonably entertain a doubt that the proposed arbitrator would be able to be impartial as well as those matters listed under subdivision (e). This standard also requires that if arbitrators subsequently become aware of any additional such matters, they must make supplemental disclosures of these matters within 10 days of becoming aware of them. This latter requirement is intended to address both matters existing at the time of nomination or appointment of which the arbitrator subsequently becomes aware and new matters that arise based on developments during the arbitration, such as the hiring of new counsel by a party.

Timely disclosure to the parties is the primary means of ensuring the impartiality of an arbitrator. It provides the parties with the necessary information to make an informed selection of an

arbitrator by disqualifying or ratifying the arbitrator following disclosure. See also standard 12, concerning disclosure and disqualification requirements relating to concurrent and subsequent employment or professional relationships between an arbitrator and a party or attorney in the arbitration. A party may disqualify an arbitrator for failure to comply with statutory disclosure obligations (see Code Civ. Proc., § 1281.91(a)). Failure to disclose, within the time required for disclosure, a ground for disqualification of which the arbitrator was then aware is a ground for *vacatur* of the arbitrator's award (see Code Civ. Proc., § 1286.2(a)(6)(A)).

The arbitrator's overarching duty under subdivision (d) of this standard, which mirrors the duty set forth in Code of Civil Procedure section 1281.9, is to inform parties about matters that could cause a person aware of the facts to reasonably entertain a doubt that the arbitrator would be able to be impartial. While the remaining subparagraphs of subdivision (d) require the disclosure of specific interests, relationships, or affiliations, these are only examples of common matters that could cause a person aware of the facts to reasonably entertain a doubt that the arbitrator would be able to be impartial. The fact that none of the interests, relationships, or affiliations specifically listed in the subparagraphs of (d) are present in a particular case does not necessarily mean that there is no matter that could reasonably raise a question about the arbitrator's ability to be impartial and that therefore must be disclosed. Similarly, the fact that a particular interest, relationship, or affiliation present in a case is not specifically enumerated in one of the examples given in these subparagraphs does not mean that it must not be disclosed. An arbitrator must make determinations concerning disclosure on a case-by-case basis, applying the general criteria for disclosure under subdivision (d): is the matter something that could cause a person aware of the facts to reasonably entertain a doubt that the arbitrator would be able to be impartial?

Code of Civil Procedure section 1281.85 specifically requires that the ethics standards adopted by the Judicial Council address the disclosure of interests, relationships, or affiliations that may constitute conflicts of interest, including prior service as an arbitrator or other dispute resolution neutral entity. Section 1281.85 further provides that the standards "shall be consistent with the standards established for arbitrators in the judicial arbitration program and may expand but may not limit the disclosure and disqualification requirements established by this chapter [chapter 2 of title 9 of part III, Code of Civil Procedure, sections 1281–1281.95]."

Code of Civil Procedure section 1281.9 already establishes detailed requirements concerning disclosures by arbitrators, including a specific requirement that arbitrators disclose the existence of any ground specified in Code of Civil Procedure section 170.1 for disqualification of a judge. This standard does not eliminate or otherwise limit those requirements; in large part, it simply consolidates and integrates those existing statutory disclosure requirements by topic area. This standard does, however, expand upon or clarify the existing statutory disclosure requirements in the following ways:

- Requiring arbitrators to make supplemental disclosures to the parties regarding any matter about which they become aware after the time for making an initial disclosure has

expired, within 10 calendar days after the arbitrator becomes aware of the matter (subdivision (c)).

- Expanding required disclosures about the relationships or affiliations of an arbitrator's family members to include those of an arbitrator's domestic partner (subdivisions (d)(1) and (2); see also definitions of immediate and extended family in standard 2).
- Requiring arbitrators, in addition to making statutorily required disclosures regarding prior service as an arbitrator for a party or attorney for a party, to disclose both prior service as a neutral arbitrator selected by a party arbitrator in the current arbitration and prior compensated service as any other type of dispute resolution neutral for a party or attorney in the arbitration (e.g., temporary judge, mediator, or referee) (subdivisions (d)(4)(A)(iii) and (5)).
- If a disclosure includes information about five or more cases, requiring arbitrators to provide a summary of that information (subdivisions (d)(4)(C) and (5)(C)).
- Requiring the arbitrator to disclose if he or she or a member of his or her immediate family is or, within the preceding two years, was an employee, expert witness, or consultant for a party or a lawyer in the arbitration (subdivision (d)(8)).
- Requiring the arbitrator to disclose if he or she or a member of his or her immediate family has an interest that could be substantially affected by the outcome of the arbitration (subdivision (d)(12)).
- Requiring arbitrators to disclose membership in organizations that practice invidious discrimination on the basis of race, sex, religion, national origin, or sexual orientation (subdivision (d)(14)).
- Requiring the arbitrator to disclose if he or she was disbarred or had his or her license to practice a profession or occupation revoked by a professional or occupational disciplinary agency or licensing board, resigned membership in the State Bar or another licensing agency or board while disciplinary charges were pending, or had any other public discipline imposed on him or her by a professional or occupational disciplinary agency or licensing board within the preceding 10 years (subdivision (e)(1)). The standard identifies the information that must be included in such a disclosure; however, arbitrators may want to provide additional information to assist parties in determining whether to disqualify an arbitrator based on such a disclosure.
- Requiring the arbitrator to disclose any constraints on his or her availability known to the arbitrator that will interfere with his or her ability to commence or complete the arbitration in a timely manner (subdivision (e)(2)).
- Clarifying that the duty to make disclosures is a continuing obligation, requiring disclosure of matters that were not known at the time of nomination or appointment but that become known afterward (subdivision (f)).

It is good practice for an arbitrator to ask each participant to make an effort to disclose any matters that may affect the arbitrator's ability to be impartial.



## **Standard 8. Additional disclosures in consumer arbitrations administered by a provider organization**

### **(a) General provisions**

#### *(1) Reliance on information provided by provider organization*

Except as to the information in (c)(1), an arbitrator may rely on information supplied by the administering provider organization in making the disclosures required by this standard only if the provider organization represents that the information the arbitrator is relying on is current through the end of the immediately preceding calendar quarter or more recent. If the information that must be disclosed is available on the Internet, the arbitrator may comply with the obligation to disclose this information by providing in the disclosure statement required under standard 7(c)(1) the Internet address of the specific web page at which the information is located and notifying the party that the arbitrator will supply hard copies of this information upon request.

#### *(2) Reliance on representation that not a consumer arbitration*

An arbitrator is not required to make the disclosures required by this standard if he or she reasonably believes that the arbitration is not a consumer arbitration based on reasonable reliance on a consumer party's representation that the arbitration is not a consumer arbitration.

*(Subd (a) amended effective July 1, 2014.)*

### **(b) Additional disclosures required**

In addition to the disclosures required under standard 7, in a consumer arbitration as defined in standard 2 in which a dispute resolution provider organization is coordinating, administering, or providing the arbitration services, a proposed arbitrator who is nominated or appointed as an arbitrator on or after January 1, 2003 must disclose the following within the time and in the same manner as the disclosures required under standard 7(c)(1):

#### *(1) Relationships between the provider organization and party or lawyer in arbitration*

Any significant past, present, or currently expected financial or professional relationship or affiliation between the administering dispute resolution provider organization and a party or lawyer in the arbitration. Information that must be disclosed under this standard includes:

- (A) The provider organization has a financial interest in a party.
- (B) A party, a lawyer in the arbitration, or a law firm with which a lawyer in the arbitration is currently associated is a member of or has a financial interest in the provider organization.
- (C) Within the preceding two years the provider organization has received a gift, bequest, or favor from a party, a lawyer in the arbitration, or a law firm with which a lawyer in the arbitration is currently associated.
- (D) The provider organization has entered into, or the arbitrator currently expects that the provider organization will enter into, an agreement or relationship with any party or lawyer in the arbitration or a law firm with which a lawyer in the arbitration is currently associated under which the provider organization will administer, coordinate, or provide dispute resolution services in other noncollective bargaining matters or will provide other consulting services for that party, lawyer, or law firm.
- (E) The provider organization is coordinating, administering, or providing dispute resolution services or has coordinated, administered, or provided such services in another pending or prior noncollective bargaining case in which a party or lawyer in the arbitration was a party or a lawyer. For purposes of this paragraph, “prior case” means a case in which the dispute resolution neutral affiliated with the provider organization concluded his or her service within the two years before the date of the arbitrator’s proposed nomination or appointment, but does not include any case in which the dispute resolution neutral concluded his or her service before July 1, 2002.

(2) *Case information*

If the provider organization is acting or has acted in any of the capacities described in paragraph (1)(E), the arbitrator must disclose:

- (A) The names of the parties in each prior or pending case and, where applicable, the name of the attorney in the current arbitration who is involved in the pending case or who was involved in the prior case;
- (B) The type of dispute resolution services (arbitration, mediation, reference, etc.) coordinated, administered, or provided by the provider organization in the case; and

- (C) In each prior case in which a dispute resolution neutral affiliated with the provider organization rendered a decision as an arbitrator, a temporary judge appointed under article VI, § 4 of the California Constitution, or a referee appointed under Code of Civil Procedure sections 638 or 639, the date of the decision, the prevailing party, the amount of monetary damages awarded, if any, and the names of the parties' attorneys.

(3) *Summary of case information*

If the total number of cases disclosed under paragraph (1)(E) is greater than five, the arbitrator must also provide a summary of these cases that states:

- (A) The number of pending cases in which the provider organization is currently providing each type of dispute resolution services;
- (B) The number of prior cases in which the provider organization previously provided each type of dispute resolution services;
- (C) The number of such prior cases in which a neutral affiliated with the provider organization rendered a decision as an arbitrator, a temporary judge, or a referee; and
- (D) The number of prior cases in which the party to the current arbitration or the party represented by the lawyer in the current arbitration was the prevailing party.

*(Subd (b) amended effective July 1, 2014.)*

(c) **Relationship between provider organization and arbitrator**

If a relationship or affiliation is disclosed under subdivision (b), the arbitrator must also provide information about the following:

- (1) Any financial relationship or affiliation the arbitrator has with the provider organization other than receiving referrals of cases, including whether the arbitrator has a financial interest in the provider organization or is an employee of the provider organization;
- (2) The provider organization's process and criteria for recruiting, screening, and training the panel of arbitrators from which the arbitrator in this case is to be selected;

- (3) The provider organization's process for identifying, recommending, and selecting potential arbitrators for specific cases; and
- (4) Any role the provider organization plays in ruling on requests for disqualification of the arbitrator.

*(Subd (c) amended effective July 1, 2014.)*

**(d) Effective date**

The provisions of this standard take effect on January 1, 2003. Persons who are serving in arbitrations in which they were appointed to serve as arbitrators before January 1, 2003, are not subject to this standard in those pending arbitrations.

*Standard 8 amended effective July 1, 2014.*

**Comment to Standard 8**

This standard only applies in consumer arbitrations in which a dispute resolution provider organization is administering the arbitration. Like standard 7, this standard expands upon the existing statutory disclosure requirements. Code of Civil Procedure section 1281.95 requires arbitrators in certain construction defect arbitrations to make disclosures concerning relationships between their employers or arbitration services and the parties in the arbitration. This standard requires arbitrators in all consumer arbitrations to disclose any financial or professional relationship between the administering provider organization and any party, attorney, or law firm in the arbitration and, if any such relationship exists, then the arbitrator must also disclose his or her relationship with the dispute resolution provider organization. This standard requires an arbitrator to disclose if the provider organization has a financial interest in a party or lawyer in the arbitration or if a party or lawyer in the arbitration has a financial interest in the provider organization even though provider organizations are prohibited under Code of Civil Procedure section 1281.92 from administering any consumer arbitration where any such relationship exists.

**Subdivision (b).** Currently expected relationships or affiliations that must be disclosed include all relationships or affiliations that the arbitrator, at the time the disclosure is made, expects will be formed. For example, if the arbitrator knows that the administering provider organization has agreed in concept to enter into a business relationship with a party, but they have not yet signed a written agreement formalizing that relationship, this would be a "currently expected" relationship that the arbitrator would be required to disclose.

**Standard 9. Arbitrators' duty to inform themselves about matters to be disclosed**

**(a) General duty to inform him or herself**

A person who is nominated or appointed as an arbitrator must make a reasonable effort to inform himself or herself of matters that must be disclosed under standards 7 and 8.

**(b) Obligation regarding extended family**

An arbitrator can fulfill the obligation under this standard to inform himself or herself of relationships or other matters involving his or her extended family and former spouse that are required to be disclosed under standard 7 by:

- (1) Seeking information about these relationships and matters from the members of his or her immediate family and any members of his or her extended family living in his or her household; and
- (2) Declaring in writing that he or she has made the inquiry in (1).

**(c) Obligation regarding relationships with associates of lawyer in the arbitration**

An arbitrator can fulfill the obligation under this standard to inform himself or herself of relationships with any lawyer associated in the practice of law with the lawyer in the arbitration that are required to be disclosed under standard 7 by:

- (1) Informing the lawyer in the arbitration, in writing, of all such relationships within the arbitrator's knowledge and asking the lawyer if the lawyer is aware of any other such relationships; and
- (2) Declaring in writing that he or she has made the inquiry in (1) and attaching to this declaration copies of his or her inquiry and any response from the lawyer in the arbitration.

**(d) Obligation regarding service as a neutral other than an arbitrator before July 1, 2002**

An arbitrator can fulfill the obligation under this standard to inform himself or herself of his or her service as a dispute resolution neutral other than as an arbitrator in cases that commenced prior to July 1, 2002 by:

- (1) Asking any dispute resolution provider organization that administered those prior services for this information; and

- (2) Declaring in writing that he or she has made the inquiry in (1) and attaching to this declaration copies of his or her inquiry and any response from the provider organization.

**(e) Obligation regarding relationships with provider organization**

An arbitrator can fulfill his or her obligation under this standard to inform himself or herself of the information that is required to be disclosed under standard 8 by:

- (1) Asking the dispute resolution provider organization for this information; and
- (2) Declaring in writing that he or she has made the inquiry in (1) and attaching to this declaration copies of his or her inquiry and any response from the provider organization.

**Comment to Standard 9**

This standard expands arbitrators existing duty of reasonable inquiry that applies with respect to financial interests under Code of Civil Procedure section 170.1(a)(3), to require arbitrators to make a reasonable effort to inform themselves about all matters that must be disclosed. This standard also clarifies what constitutes a reasonable effort by an arbitrator to inform himself or herself about specified matters, including relationships or other matters concerning his or her extended family and relationships with attorneys associated in the practice of law with the attorney in the arbitration (such as associates encompassed within the term “lawyer for a party”).

**Standard 10. Disqualification**

**(a)** An arbitrator is disqualified if:

- (1) The arbitrator fails to comply with his or her obligation to make disclosures and a party serves a notice of disqualification in the manner and within the time specified in Code of Civil Procedure section 1281.91;
- (2) The arbitrator complies with his or her obligation to make disclosures within 10 calendar days of service of notice of the proposed nomination or appointment and, based on that disclosure, a party serves a notice of disqualification in the manner and within the time specified in Code of Civil Procedure section 1281.91;
- (3) The arbitrator makes a required disclosure more than 10 calendar days after service of notice of the proposed nomination or appointment and, based on that disclosure, a party serves a notice of disqualification in the manner and within the time specified in Code of Civil Procedure section 1281.91; or

- (4) A party becomes aware that an arbitrator has made a material omission or material misrepresentation in his or her disclosure and, within 15 days after becoming aware of the omission or misrepresentation and within the time specified in Code of Civil Procedure section 1281.91(c), the party serves a notice of disqualification that clearly describes the material omission or material misrepresentation and how and when the party became aware of this omission or misrepresentation; or
  - (5) If any ground specified in Code of Civil Procedure section 170.1 exists and the party makes a demand that the arbitrator disqualify himself or herself in the manner and within the time specified in Code of Civil Procedure section 1281.91(d).
- (b) For purposes of this standard, “obligation to make disclosure” means an arbitrator’s obligation to make disclosures under standards 7 or 8 or Code of Civil Procedure section 1281.9.
  - (c) Notwithstanding any contrary request, consent, or waiver by the parties, an arbitrator must disqualify himself or herself if he or she concludes at any time during the arbitration that he or she is not able to conduct the arbitration impartially.

#### **Comment to Standard 10**

Code of Civil Procedure section 1281.91 already establishes requirements concerning disqualification of arbitrators. This standard does not eliminate or otherwise limit those requirements or change existing authority or procedures for challenging an arbitrator’s failure to disqualify himself or herself. The provisions of subdivisions (a)(1), (2), and (5) restate existing disqualification procedures under section 1281.91; (b) and (d) when an arbitrator makes, or fails to make, initial disclosures or where a section 170.1 ground exists. The provisions of subdivisions (a)(3) and (4) clarify the requirements relating to disqualification based on disclosure made by the arbitrator after appointment or based on the discovery by the party of a material omission or misrepresentation in the arbitrator’s disclosure.

#### **Standard 11. Duty to refuse gift, bequest, or favor**

- (a) An arbitrator must not, under any circumstances, accept a gift, bequest, favor, or honoraria from a party or any other person or entity whose interests are reasonably likely to come before the arbitrator in the arbitration.
- (b) From service of notice of appointment or appointment until two years after the conclusion of the arbitration, an arbitrator must not, under any circumstances,

accept a gift, bequest, favor, or honoraria from a party or any other person or entity whose interests have come before the arbitrator in the arbitration.

- (c) An arbitrator must discourage members of his or her family residing in his or her household from accepting a gift, bequest, favor, or honoraria that the arbitrator would be prohibited from accepting under subdivisions (a) or (b).
- (d) This standard does not prohibit an arbitrator from demanding or receiving a fee for services or expenses.

#### **Comment to Standard 11**

Gifts and favors do not include any rebate or discount made available in the regular course of business to members of the public.

#### **Standard 12. Duties and limitations regarding future professional relationships or employment**

##### **(a) Offers as lawyer, expert witness, or consultant**

From the time of appointment until the conclusion of the arbitration, an arbitrator must not entertain or accept any offers of employment or new professional relationships as a lawyer, an expert witness, or a consultant from a party or a lawyer for a party in the pending arbitration.

##### **(b) Offers for employment or professional relationships other than as a lawyer, expert witness, or consultant**

- (1) In addition to the disclosures required by standards 7 and 8, within ten calendar days of service of notice of the proposed nomination or appointment, a proposed arbitrator must disclose to all parties in writing if, while that arbitration is pending, he or she will entertain offers of employment or new professional relationships in any capacity other than as a lawyer, expert witness, or consultant from a party or a lawyer for a party, including offers to serve as a dispute resolution neutral in another case.
- (2) If the arbitrator discloses that he or she will entertain such offers of employment or new professional relationships while the arbitration is pending:
  - (A) In consumer arbitrations, the disclosure must also state that the arbitrator will inform the parties as required under (d) if he or she subsequently receives an offer while that arbitration is pending.



- (B) In all other arbitrations, the disclosure must also state that the arbitrator will not inform the parties if he or she subsequently receives an offer while that arbitration is pending.
- (3) A party may disqualify the arbitrator based on this disclosure by serving a notice of disqualification in the manner and within the time specified in Code of Civil Procedure section 1281.91(b).

*(Subd (b) amended effective July 1, 2014.)*

**(c) Acceptance of offers under (b) prohibited unless intent disclosed**

If an arbitrator fails to make the disclosure required by subdivision (b) of this standard, from the time of appointment until the conclusion of the arbitration the arbitrator must not entertain or accept any such offers of employment or new professional relationships, including offers to serve as a dispute resolution neutral.

*(Subd (c) amended effective July 1, 2014.)*

**(d) Required notice of offers under (b)**

If, in the disclosure made under subdivision (b), the arbitrator states that he or she will entertain offers of employment or new professional relationships covered by (b), the arbitrator may entertain such offers. However, in consumer arbitrations, from the time of appointment until the conclusion of the arbitration, the arbitrator must inform all parties to the current arbitration of any such offer and whether it was accepted as provided in this subdivision.

- (1) The arbitrator in a consumer arbitration must notify the parties in writing of any such offer within five days of receiving the offer and, if the arbitrator accepts the offer, must notify the parties in writing within five days of that acceptance. The arbitrator's notice must identify the party or attorney who made the offer and provide a general description of the employment or new professional relationship that was offered including, if the offer is to serve as a dispute resolution neutral, whether the offer is to serve in a single case or multiple cases.
- (2) If the arbitrator fails to inform the parties of an offer or an acceptance as required under (1), that constitutes a failure to comply with the arbitrator's obligation to make a disclosure required under these ethics standards.

- (3) If an arbitrator has informed the parties in a pending arbitration about an offer as required under (1):
  - (A) Receiving or accepting that offer does not, by itself, constitute corruption in or misconduct by the arbitrator;
  - (B) The arbitrator is not also required to disclose that offer or its acceptance under standard 7; and
  - (C) The arbitrator is not subject to disqualification under standard 10(a)(2), (3), or (5) solely on the basis of that offer or the arbitrator's acceptance of that offer.
- (4) An arbitrator is not required to inform the parties in a pending arbitration about an offer under this subdivision if:
  - (A) He or she reasonably believes that the pending arbitration is not a consumer arbitration based on reasonable reliance on a consumer party's representation that the arbitration is not a consumer arbitration;
  - (B) The offer is to serve as an arbitrator in an arbitration conducted under or arising out of public or private sector labor-relations laws, regulations, charter provisions, ordinances, statutes, or agreements; or
  - (C) The offer is for uncompensated service as a dispute resolution neutral.

*(Subd (d) adopted effective July 1, 2014.)*

**(e) Relationships and use of confidential information related to the arbitrated case**

An arbitrator must not at any time:

- (1) Without the informed written consent of all parties, enter into any professional relationship or accept any professional employment as a lawyer, an expert witness, or a consultant relating to the case arbitrated; or
- (2) Without the informed written consent of the party, enter into any professional relationship or accept employment in another matter in which information that he or she has received in confidence from a party by reason of serving as an arbitrator in a case is material.

*(Subd (e) relettered effective July 1, 2014; adopted as subd (d).)*

*Standard 12 amended effective July 1, 2014.*

### **Comment to Standard 12**

**Subdivision (d)(1).** A party may disqualify an arbitrator for failure to make required disclosures, including disclosures required by these ethics standards (see Code Civ. Proc., § 1281.91(a) and standard 10(a)). Failure to disclose, within the time required for disclosure, a ground for disqualification of which the arbitrator was then aware is also a ground for *vacatur* of the arbitrator's award (see Code Civ. Proc., § 1286.2(a)(6)(A)).

**Subdivision (d)(4)(B).** The arbitrations identified under this provision are only those in which, under Code of Civil Procedure section 1281.85(b) and standard 3(b)(2)(H), the ethics standards do not apply to the arbitrator.

### **Standard 13. Conduct of proceeding**

- (a) An arbitrator must conduct the arbitration fairly, promptly, and diligently and in accordance with the applicable law relating to the conduct of arbitration proceedings.
- (b) In making the decision, an arbitrator must not be swayed by partisan interests, public clamor, or fear of criticism.

### **Comment to Standard 13**

**Subdivision (a).** The arbitrator's duty to dispose of matters promptly and diligently must not take precedence over the arbitrator's duty to dispose of matters fairly.

Conducting the arbitration in a procedurally fair manner includes conducting a balanced process in which each party is given an opportunity to participate. When one but not all parties are unrepresented, an arbitrator must ensure that the party appearing without counsel has an adequate opportunity to be heard and involved. Conducting the arbitration promptly and diligently requires expeditious management of all stages of the proceeding and concluding the case as promptly as the circumstances reasonably permit. During an arbitration, an arbitrator may discuss the issues, arguments, and evidence with the parties or their counsel, make interim rulings, and otherwise to control or direct the arbitration. This standard is not intended to restrict these activities.

The arbitrator's duty to uphold the integrity and fairness of the arbitration process includes an obligation to make reasonable efforts to prevent delaying tactics, harassment of any participant, or other abuse of the arbitration process. It is recognized, however, that the arbitrator's reasonable efforts may not successfully control all conduct of the participants.

For the general law relating to the conduct of arbitration proceedings, see chapter 3 of title 9 of part III of the Code of Civil Procedure, sections 1282–1284.2, relating to the conduct of arbitration proceedings. See also Code of Civil Procedure section 1286.2 concerning an arbitrator’s unreasonable refusal to grant a continuance as grounds for *vacatur* of the award.

#### **Standard 14. Ex parte communications**

- (a) An arbitrator must not initiate, permit, or consider any ex parte communications or consider other communications made to the arbitrator outside the presence of all of the parties concerning a pending or impending arbitration, except as permitted by this standard, by agreement of the parties, or by applicable law.
- (b) An arbitrator may communicate with a party in the absence of other parties about administrative matters, such as setting the time and place of hearings or making other arrangements for the conduct of the proceedings, as long as the arbitrator reasonably believes that the communication will not result in a procedural or tactical advantage for any party. When such a discussion occurs, the arbitrator must promptly inform the other parties of the communication and must give the other parties an opportunity to respond before making any final determination concerning the matter discussed.
- (c) An arbitrator may obtain the advice of a disinterested expert on the subject matter of the arbitration if the arbitrator notifies the parties of the person consulted and the substance of the advice and affords the parties a reasonable opportunity to respond.

#### **Comment to Standard 14**

See also Code of Civil Procedure sections 1282.2(e) regarding the arbitrator’s authority to hear a matter when a party fails to appear and 1282.2(g) regarding the procedures that must be followed if an arbitrator intends to base an award on information not obtained at the hearing.

#### **Standard 15. Confidentiality**

- (a) An arbitrator must not use or disclose information that he or she received in confidence by reason of serving as an arbitrator in a case to gain personal advantage. This duty applies from acceptance of appointment and continues after the conclusion of the arbitration.
- (b) An arbitrator must not inform anyone of the award in advance of the time that the award is given to all parties. This standard does not prohibit an arbitrator from providing all parties with a tentative or draft decision for review or from providing an award to an assistant or to the provider organization that is coordinating,

administering, or providing the arbitration services in the case for purposes of copying and distributing the award to all parties.

#### **Standard 16. Compensation**

- (a) An arbitrator must not charge any fee for services or expenses that is in any way contingent on the result or outcome of the arbitration.
- (b) Before accepting appointment, an arbitrator, a dispute resolution provider organization, or another person or entity acting on the arbitrator's behalf must inform all parties in writing of the terms and conditions of the arbitrator's compensation. This information must include any basis to be used in determining fees; any special fees for cancellation, research and preparation time, or other purposes; any requirements regarding advance deposit of fees; and any practice concerning situations in which a party fails to timely pay the arbitrator's fees, including whether the arbitrator will or may stop the arbitration proceedings.

*(Subd (b) amended effective July 1, 2014.)*

*Standard 16 amended effective July 1, 2014.*

#### **Comment to Standard 16**

This standard is not intended to affect any authority a court may have to make orders with respect to the enforcement of arbitration agreements or arbitrator fees. It is also not intended to require any arbitrator or arbitration provider organization to establish a particular requirement or practice concerning fees or deposits, but only to inform the parties if such a requirement or practice has been established.

#### **Standard 17. Marketing**

- (a) An arbitrator must be truthful and accurate in marketing his or her services. An arbitrator may advertise a general willingness to serve as an arbitrator and convey biographical information and commercial terms of employment but must not make any representation that directly or indirectly implies favoritism or a specific outcome. An arbitrator must ensure that his or her personal marketing activities and any activities carried out on his or her behalf, including any activities of a provider organization with which the arbitrator is affiliated, comply with this requirement.

*(Subd (a) amended effective July 1, 2014.)*

- (b) An arbitrator must not solicit business from a participant in the arbitration while the arbitration is pending.
- (c) An arbitrator must not solicit appointment as an arbitrator in a specific case or specific cases.

*(Subd (c) adopted effective July 1, 2014.)*

- (d) As used in this standard, “solicit” means to communicate in person, by telephone, or through real-time electronic contact to any prospective participant in the arbitration concerning the availability for professional employment of the arbitrator in which a significant motive is pecuniary gain. The term solicit does not include: (1) responding to a request from all parties in a case to submit a proposal to provide arbitration services in that case; or (2) responding to inquiries concerning the arbitrator’s availability, qualifications, experience, or fee arrangements.

*(Subd (d) adopted effective July 1, 2014.)*

*Standard 17 amended effective July 1, 2014.*

#### **Comment to Standard 17**

**Subdivision (b) and (c).** Arbitrators should keep in mind that, in addition to these restrictions on solicitation, several other standards contain related disclosure requirements. For example, under standard 7(d)(4)-(6), arbitrators must disclose information about their past, current, and prospective service as an arbitrator or other dispute resolution for a party or attorney in the arbitration. Under standard 8(b)(1)(C) and (D), in consumer arbitrations administered by a provider organization, arbitrators must disclose if the provider organization has coordinated, administered, or provided dispute resolution services, is coordinating, administering, or providing such services, or has an agreement to coordinate, administer, or provide such services for a party or attorney in the arbitration. And under standard 12 arbitrators must disclose if, while an arbitration is pending, they will entertain offers from a party or attorney in the arbitration to serve as a dispute resolution neutral in another case.

These provisions are not intended to prohibit an arbitrator from accepting another arbitration from a party or attorney in the arbitration while the first matter is pending, as long as the arbitrator complies with the provisions of standard 12 and there was no express solicitation of this business by the arbitrator.

# **EXHIBIT H**

## **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 I**

## **OIA Panel of Neutral Arbitrators**

# OIA Panel of Neutral Arbitrators

## Northern California

Title	First	Middle	Last	Suffix
Mr.	J. Randall		Andrada	Esq.
Mr.	Ronald	A.	Arendt	Esq.
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.	Jonathan	A.	Brenner	Esq.
Mr.	Gerald	E.	Brunn	Esq.
Judge	Paul	Powers	Burdick	(Ret.)
Mr.	Mark	E.	Burton	Esq.
Judge	Luis	A.	Cardenas	(Ret.)
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.
Mr.	Joseph	M.	Elie	Esq.
Mr.	Eric	S.	Emanuels	Esq.
Judge	James	C.	Emerson	(Ret.)
Judge	Morrison	C.	England	Jr., (Ret)
Mr.	Douglas	L.	Field	Esq.
Judge	Richard	S.	Flier	(Ret.)
Judge	Robert	D.	Foiles	(Ret.)
Mr.	Kenneth	D.	Gack	Esq.
Judge	William	V.	Gallo	(Ret.)
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	George	C.	Hernandez	Jr., (Ret)
Judge	Judy	H.	Hersher	(Ret.)
Judge	Russell	L.	Hom	(Ret.)
Mr.	Val	D.	Hornstein	Esq.
Mr.	C. Mark		Humbert	Esq.
Judge	David	E.	Hunter	(Ret.)
Mr.	Robert		Jacobs	Esq.
Judge	Ellen	Sickles	James	(Ret.)

# OIA Panel of Neutral Arbitrators

## Northern California

Title	First	Middle	Last	Suffix
Judge	Margaret	J.	Kemp	(Ret.)
Judge	Peter		Kirwan	(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	Leslie	G.	Landau	(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	D.	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	Kendall	J.	Newman	(Ret.)
Judge	Leslie	C.	Nichols	(Ret.)
Judge	Yvette	M.	Palazuelos	(Ret.)
Ms.	Julia	J.	Parranto	Esq.
Judge	Mark	H.	Pierce	(Ret.)
Mr.	Anthony	F.	Pinelli	Esq.
Mr.	Daniel	E.	Platt	Esq.
Mr.	Jonathan		Polland	Esq.
Mr.	Gregory	A.	Post	Esq.
Mr.	Kenneth	L.	Powell	Esq.
Judge	Russell	D.	Pulver	(Ret.)
Mr.	Daniel	F.	Quinn	Esq.
Judge	Linda		Quinn	(Ret.)
Mr.	Peter		Smith	Esq.
Judge	Winifred		Smith	(Ret.)
Judge	David		Sotelo	(Ret.)
Ms.	Janice	L.	Sperow	Esq.
Mr.	David		Stock	Esq.
Judge	Donald	J.	Sullivan	(Ret.)
Ms.	Irene		Takahashi	Esq.
Judge	Brian	R.	VanCamp	(Ret.)
Judge	Emily	E.	Vasquez	(Ret.)
Judge	Timothy	R.	Volkman	(Ret.)
Judge	Thomas	E.	Warriner	(Ret.)
Mr.	Matthew	N.	White	Esq.

## OIA Panel of Neutral Arbitrators

### Northern California

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Mr.	Richard	M.	Williams	Esq.
Judge	Victoria		Wood	(Ret.)
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	A.	Bacigalupo	(Ret.)
Judge	Paul	L.	Beeman	(Ret.)
Judge	David	L.	Belz	(Ret.)
Mr.	Jonathan	A.	Brenner	Esq.
Judge	David	H.	Brickner	(Ret.)
Judge	Joseph	R.	Brisco	(Ret.)
Mr.	Richard	E.	Buck	Esq.
Ms.	Adriana	M.	Burger	Esq.
Judge	Larry	A.	Burns	(Ret.)
Judge	Luis	A.	Cardenas	(Ret.)
Mr.	Richard	A.	Carrington	Esq.
Judge	Jacqueline		Connor	(Ret.)
Judge	Chris	R.	Conway	(Ret.)
Judge	Jaime	R.	Corral	(Ret.)
Judge	Robert	P.	Dahlquist	(Ret.)
Judge	Dieter	C.	Dammeier	(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.
Judge	Halim		Dhanidina	(Ret.)
Mr.	Robert	N.	Dobbins	Esq.
Mr.	James	M.	Eisenman	Esq.
Mr.	Eric	S.	Emanuels	Esq.
Judge	Morrison	C.	England	Jr., (Ret)
Mr.	Randolph	M.	Even	Esq.
Judge	Joyce	K.	Fahey	(Ret.)
Judge	Elizabeth	R.	Feffer	(Ret.)
Mr.	Barry	A.	Fisher	Esq.
Judge	Bryan	F.	Foster	(Ret.)
Mr.	Thomas	I.	Friedman	Esq.
Judge	William	V.	Gallo	(Ret.)
Judge	Allan	J.	Goodman	(Ret.)
Mr.	Geoffrey	S.	Gray	Esq.
Judge	Margaret		Grignon	(Ret.)
Mr.	Jon	Anders	Hammerbeck	Esq.
Mr.	Robert	T.	Hanger	Esq.
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	K.	Kanazawa	Esq.
Mr.	David	M.	Karen	Esq.

# OIA Panel of Neutral Arbitrators

## Southern California

Title	First	Middle	Last	Suffix
Judge	Craig	D.	Karlan	(Ret.)
Judge	Andrew	C.	Kauffman	(Ret.)
Judge	Gregory		Keosian	(Ret.)
Judge	Steven	J.	Kleifield	(Ret.)
Judge	Dennis	J.	Landin	(Ret.)
Mr.	Philip	R.	LeVine	Esq.
Mr.	Leonard	S.	Levy	Esq.
Judge	Charles		Margines	(Ret.)
Judge	Linda	S.	Marks	(Ret.)
Mr.	John	J.	McCauley	Esq.
Mr.	Bradley	J.	McGirr	Esq.
Judge	Rosemary	T.	McGuire	(Ret.)
Judge	Rita	J.	Miller	(Ret.)
Judge	David	S.	Milton	(Ret.)
Judge	Jamoa	A.	Moberly	(Ret.)
Judge	Mark	V.	Mooney	(Ret.)
Judge	Wendell		Mortimer	(Ret.)
Judge	Robert	J.	Moss	(Ret.)
Judge	Kevin	J.	Murphy	(Ret.)
Judge	Kirk	H.	Nakamura	(Ret.)
Ms.	Rosevart		Nazarian	Esq.
Judge	Kendall	J.	Newman	(Ret.)
Judge	Leslie	C.	Nichols	(Ret.)
Judge	Margaret		Oldendorf	(Ret.)
Judge	Benny	C.	Osorio	(Ret.)
Judge	Yvette	M.	Palazuelos	(Ret.)
Ms.	Natalie	A.	PanossianBassler	Esq.
Mr.	Alan	S.	Petlak	Esq.
Judge	Mark	H.	Pierce	(Ret.)
Mr.	Daniel	E.	Platt	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.
Mr.	Michael	F.	Saydah	Esq.
Judge	Keith		Schulner	(Ret.)
Judge	Mary	Fingal	Schulte	(Ret.)
Mr.	Peter		Smith	Esq.
Judge	David		Sotelo	(Ret.)
Ms.	Janice	L.	Sperow	Esq.
Judge	Mary	H.	Strobel	(Ret.)
Ms.	Dana		Susson	Esq.
Judge	Paul	T.	Suzuki	(Ret.)

## OIA Panel of Neutral Arbitrators

### Southern California

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
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.
Mr.	David	M.	Wright	Esq.
Mr.	Shep	Alan	Zebberman	Esq.
Justice	Laurie		Zelon	(Ret.)
Judge	Nancy	E.	Zeltzer	(Ret.)

# OIA Panel of Neutral Arbitrators

## San Diego

Title	First	Middle	Last	Suffix
Judge	Monica		Bachner	(Ret.)
Judge	Paul	A.	Bacigalupo	(Ret.)
Judge	Jeffrey	B.	Barton	(Ret.)
Judge	Paul	L.	Beeman	(Ret.)
Judge	David	L.	Belz	(Ret.)
Mr.	Jonathan	A.	Brenner	Esq.
Judge	David	H.	Brickner	(Ret.)
Judge	Joseph	R.	Brisco	(Ret.)
Mr.	Richard	E.	Buck	Esq.
Judge	Larry	A.	Burns	(Ret.)
Judge	Luis	A.	Cardenas	(Ret.)
Judge	Chris	R.	Conway	(Ret.)
Judge	Robert	P.	Dahlquist	(Ret.)
Judge	Dieter	C.	Dammeier	(Ret.)
Mr.	Gary	S.	Davis	Esq.
Mr.	Joseph	A.	Davis	Esq.
Judge	David	F.	DeAlba	(Ret.)
Mr.	Dan	H.	Deuprey	Esq.
Judge	Halim		Dhanidina	(Ret.)
Mr.	Robert	N.	Dobbins	Esq.
Mr.	James	M.	Eisenman	Esq.
Mr.	Eric	S.	Emanuel	Esq.
Judge	James	C.	Emerson	(Ret.)
Judge	Bryan	F.	Foster	(Ret.)
Mr.	Thomas	I.	Friedman	Esq.
Mr.	Kenneth	D.	Gack	Esq.
Judge	William	V.	Gallo	(Ret.)
Mr.	Geoffrey	S.	Gray	Esq.
Judge	Margaret		Grignon	(Ret.)
Mr.	Jon	Anders	Hammerbeck	Esq.
Mr.	Robert	T.	Hanger	Esq.
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.)
Judge	Linda	S.	Marks	(Ret.)
Mr.	John	J.	McCauley	Esq.
Mr.	Bradley	J.	McGirr	Esq.
Mr.	Monty	A.	McIntyre	Esq.
Judge	Jamoa	A.	Moberly	(Ret.)
Judge	Mark	V.	Mooney	(Ret.)
Judge	Robert	J.	Moss	(Ret.)
Judge	Kevin	J.	Murphy	(Ret.)
Judge	Kirk	H.	Nakamura	(Ret.)
Judge	Kendall	J.	Newman	(Ret.)
Judge	Leslie	C.	Nichols	(Ret.)
Judge	Thomas	P.	Nugent	(Ret.)
Judge	Yvette	M.	Palazuelos	(Ret.)
Ms.	Natalie	A.	PanossianBassler	Esq.
Mr.	Alan	S.	Petlak	Esq.



## OIA Panel of Neutral Arbitrators

### San Diego

Title	First	Middle	Last	Suffix
Judge	Mark	H.	Pierce	(Ret.)
Mr.	Daniel	E.	Platt	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.)
Mr.	Michael	F.	Saydah	Esq.
Mr.	Thomas	E.	Sharkey	Esq.
Mr.	Peter		Smith	Esq.
Ms.	Janice	L.	Sperow	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.)
Mr.	David	M.	Wright	Esq.
Mr.	Shep	Alan	Zebberman	Esq.
Justice	Laurie		Zelon	(Ret.)
Judge	Nancy	E.	Zeltzer	(Ret.)

# **EXHIBIT J**

## **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

<b>Racial and/or Ethnic Group</b>	
American Indian, Native American or Alaska Native	0.66%
Asian	4.62%
Black or African American	3.30%
Hispanic/Latino or Spanish	4.95%
Middle Eastern or North African	0.33%
Native Hawaiian or Pacific Islander	0.00%
White or Caucasian (Non-Hispanic)	79.54%
Jewish	0.66%
Decline to state	5.94%
3% people identified an additional category:	
Asian / Irish / Jewish / White or Caucasian (Non-Hispanic)	

<b>Person with a Disability</b>	
Yes	3.63%
No	89.44%
Decline to State	6.93%

<b>Military Status</b>	
U.S. military veteran	21.78%
Military service from a country other than the US	0.33%
Current member of the Armed Forces (active duty or reserve)	0.00%
No military service	73.27%
Decline to State	4.62%

<b>Gender Identity</b>	
Female	16.50%
Male	78.88%
Non-conforming/Non-binary/gender variant	0.00%
Transgender	0.00%
Decline to State	4.62%

<b>Sexual Orientation</b>	
Asexual	0.00%
Bisexual	1.32%
Gay or Lesbian	1.32%
Heterosexual	88.45%
Pansexual	0.00%
Decline to state	8.91%

Updated 1/1/25

# **EXHIBIT K**

## **List of Awards to Claimants**

### List of 2024 Awards to Claimants

<b>Case Number</b> (not actual OIA case number)	<b>Amount of Awards</b>	<b>Month/Year</b>
1	\$15,000.00	01/24
2	\$700,000.00	02/24
3	\$925,000.00	02/24
4	\$303,744.00	03/24
5	\$78,641.00	03/24
6	\$250,000.00	06/24
7	\$380,000.00	07/24
8	\$365,000.00	08/24
9	\$10,000.00	08/24
10	\$180,000.00	08/24
11	\$754,134.27	10/24
12	\$100,000.00	10/24

# **EXHIBIT L**

## **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.<sup>1</sup> 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.**

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<sup>1</sup>Claimants 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

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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

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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

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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: \_\_\_\_\_

Email: \_\_\_\_\_

My job is: \_\_\_\_\_

Employer's name: \_\_\_\_\_

Employer's address: \_\_\_\_\_

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

\_\_\_\_\_

1.      I am receiving financial assistance under one or more of the following programs:

- Medi-Cal  
     Supplemental Social Security (SSI), or State Supplemental Payment (SSP)  
     CalWORKs or Tribal TANF  
     CAPI  
     Food Stamps, Cal Fresh, or SNAP  
     IHSS  
     County Relief: General Relief (G.R.), or General Assistance (G.A.)  
     WIC  
     Unemployment

If you checked any of the lines in #1, ***you do not need to fill out the rest of the form. Sign below and return pages 4 and 5 to the OIA.***

I declare under penalty of perjury, under the laws of the State of California that the information provided on this form and all attachments are complete, true and correct. I waive any claim I may have based on Kaiser Foundation Health Plan, Inc., paying the Neutral Arbitrator's fees.

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***If #1 does not apply to you, please continue.***

2.      My total gross monthly household income is less than the amount shown below.

Number in Family	Family Income		Number in Family	Family Income		Number in Family	Family Income
One	\$2,510.00		Four	\$5,200.00		Each Add'l Person	\$896.67
Two	\$3,406.67		Five	\$6,096.67			
Three	\$4,303.34		Six	\$6,993.34			

If you checked #2, fill in the blank lines in the following paragraph below.

My gross monthly income is \_\_\_\_\_. The number of persons living in my household is \_\_\_\_\_. If your gross monthly income is less than the amount shown above, sign below and return pages 4 and 5 to the OIA. ***You do not need to fill out the rest of the form. Sign below.***

I declare under penalty of perjury, under the laws of the State of California that the information provided on this form and all attachments are complete, true and correct. I waive any claim I may have based on Kaiser Foundation Health Plan, Inc., paying the Neutral Arbitrator's fees.

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*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:** \$ \_\_\_\_\_



8. Describe other financial obligations, unusual medical needs, expenses for family circumstances or emergencies in order that the Independent Administrator may fully understand your financial situation with respect to your request for a waiver of fee. If the space provided is insufficient, feel free to add a page or pages, labeling each as “Attachment to Item 8.”

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I declare under penalty of perjury, under the laws of the State of California that the information provided on this form and all attachments are complete, true and correct. I waive any claim I may have based on Kaiser Foundation Health Plan, Inc., paying the Neutral Arbitrator’s fees.

---

Type or Print Name

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Signature

---

Date

# **EXHIBIT M**

## **Party or Attorney Evaluation of Neutral Arbitrator**

### Party or Attorney Evaluation of Neutral Arbitrator

**Instructions:** In accordance with OIA Rule 49 please complete this anonymous evaluation. It will be placed in the file of the neutral arbitrator who handled your case, and copies of it will be sent to other parties who are considering using this neutral arbitrator in the future. This office would like to receive any comments that you have to offer. You may add sheets if you need additional space. Thanks for your help.

Office of Independent Administrator  
635 S. Hobart Blvd., #A35  
Los Angeles, CA 90005

I am the Pro Per Claimant \_\_\_\_\_ OR

I am the attorney who represented \_\_\_\_\_ the Claimant OR \_\_\_\_\_ the Respondent

This claim was:

\_\_\_\_ Withdrawn  
\_\_\_\_ Settled  
\_\_\_\_ Dismissed by the Neutral Arbitrator  
\_\_\_\_ Decided by a Motion for Summary Judgment  
\_\_\_\_ Decided After a Hearing:  
    \_\_\_\_ For Claimant  
    \_\_\_\_ For Respondent  
\_\_\_\_ Other - please specify: \_\_\_\_\_

Type of injury:

\_\_\_\_ Medical Malpractice  
\_\_\_\_ Benefits  
\_\_\_\_ Third Party Lien  
\_\_\_\_ Premises Liability  
\_\_\_\_ Other Tort  
\_\_\_\_ Other - please specify: \_\_\_\_\_

Neutral Arbitrator's Name: \_\_\_\_\_  
    \_\_\_\_ Chosen Jointly      OR      \_\_\_\_ Chosen through Strike and Rank Process

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On the scale below, please rank your experiences with your Neutral Arbitrator. Please circle the number that applies. If the statement does not apply to your case, please circle the "N/A" which appears at the right-hand side.

1. The neutral arbitrator was impartial and treated all parties fairly.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: \_\_\_\_\_  
\_\_\_\_\_

2. The neutral arbitrator treated all parties with respect.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: \_\_\_\_\_  
\_\_\_\_\_

3. The neutral arbitrator kept the case moving in a timely fashion.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: \_\_\_\_\_  
\_\_\_\_\_

4. The neutral arbitrator responded within a reasonable time to telephone calls or written communications.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: \_\_\_\_\_  
\_\_\_\_\_

5. The neutral arbitrator explained procedures and decisions clearly.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: \_\_\_\_\_  
\_\_\_\_\_

6. The neutral arbitrator understood the applicable law governing my case.

5	4	3	2	1	N/A
Agree				Disagree	

Please comment: \_\_\_\_\_  
\_\_\_\_\_

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 2024 Responses

Claimant or Respondent?	Evals Rec'd	Fair Q1	Respectful Q2	Timely Q3	Response Q4	Explained Q5	Knew Law Q6	Knew Facts Q7	Decision Q8	Billed Q9	Fees Q10	Recommend Q11	Cnt/Avg
Claimant Attorney Count	8	8	8	8	7	8	8	6	7	2	3	7	
Claimant Attorney Average		3.8	4.1	4.1	4.7	4.3	3.9	4.2	4.4	4.5	3.3	3.7	4.1
Pro Per Count	9	9	8	7	7	8	7	9	8	1	2	9	
Pro Per Average		2.1	2.5	3.6	3.7	2.4	2.1	1.8	2.5	5.0	1.0	1.9	2.6
Respondent Count	31	31	31	31	30	30	31	29	30	30	30	31	
Respondent Average		5.0	5.0	4.9	5.0	4.9	4.9	5.0	5.0	5.0	4.9	4.9	5.0
Total Count	48	48	47	46	44	46	46	44	45	33	35	47	
Total Average		4.3	4.4	4.6	4.8	4.4	4.3	4.2	4.4	4.5	4.6	4.1	4.5

# **EXHIBIT N**

## **Questionnaire for Neutral Arbitrators**

## Questionnaire for Neutral Arbitrators

**Instructions:** In accordance with OIA Rule 48 please complete the questionnaire about the arbitration named below. Your answers will be used to evaluate and make changes in the OIA system. The OIA would like to receive any and all comments that you have to offer. You may add sheets if you need additional space. Thanks for your help.

Office of Independent Administrator  
635 S. Hobart Blvd., #A35  
Los Angeles, CA 90005

**Neutral Arbitrator:** \_\_\_\_\_

**Arbitration Name:** \_\_\_\_\_ **Arbitration Number:** \_\_\_\_\_

This claim was:

- ☐ Withdrawn  
☐ Settled  
☐ Dismissed by the Neutral Arbitrator  
☐ Decided After a Motion for Summary Judgment  
☐ Decided After a Hearing

On the scale below, please rank your experiences in this matter. Please circle the number that applies. If the statement does not apply to your case, please circle the "N/A" which appears at the right-hand side.

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. Based on my experience in this case, I would participate in another arbitration in the system administered by the Office of Independent Administrator.

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. 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 O**

## **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 P**

## **Arbitration Oversight Board Comments on the Annual Report**

## Summary of the 2024 Annual Report of the Office of the Independent Administrator (OIA) for California Kaiser Permanente Member Arbitrations

### Overview and Purpose

The Office of the Independent Administrator (OIA), led by attorney Marcella A. Bell, oversees the arbitration system for claims brought by Kaiser Foundation Health Plan, Inc. (KFHP) members against Kaiser or its affiliates. The system is designed to provide a fair, timely, and low-cost arbitration process, with a strong emphasis on transparency. The OIA operates independently under the oversight of the Arbitration Oversight Board (AOB) and issues annual reports to assess performance and improvements.

### Key Developments in 2024

- **AOB Membership Changes:** Long-serving chair Richard Spinello and member Sylvia Drew Ivie resigned. Dr. Mark Lane Welton joined, and Carlos Camacho was elected chair, with Dr. John Swartzberg as vice-chair. The AOB also convened new committees for bylaws and nominations.
- **Rule Amendments:** Significant rule changes took effect in February 2025, including extended deadlines for arbitrators to serve awards and new rules for handling mass arbitrations, particularly those related to online tracking technologies.
- **Diversity Initiatives:** The OIA and AOB continued efforts to improve the diversity of the neutral arbitrator panel, resulting in a 21% increase in women and a 20% increase in individuals of color since 2020.
- **Upcoming Audit:** In line with Blue Ribbon Panel recommendations, the OIA will undergo an audit in 2025.
- **Legislative Update:** The OIA will participate in a new voluntary certification program for alternative dispute resolution providers, mandated by California Senate Bill 940, effective January 2025.

### Arbitrator Panel and Selection

- **Panel Size and Composition:** At year-end, there were 195 neutral arbitrators (56% former judges), distributed across Northern California, Southern California, and San Diego. Most arbitrators (89%) have medical malpractice experience.
- **Turnover:** Nine arbitrators resigned, two were removed, and thirty-one joined the panel in 2024.

- **Selection Process:** Of 531 arbitrator selections, 20% were jointly selected by parties, while 80% were chosen through a "strike and rank" process. The average time to select a neutral arbitrator was 58 days, a significant improvement over the pre-OIA system, which averaged 674 days.

### Case Statistics

- **Demands for Arbitration:** The OIA received 576 new demands, mainly for medical malpractice (93%).
- **Representation:** 69% of claimants had attorneys; 31% were self-represented (proper).
- **Case Outcomes:** Of the cases closed:
  - 51% settled
  - 26% were withdrawn
  - 13% closed by summary judgment (mostly favoring Kaiser)
  - 5% were dismissed by arbitrators
  - 5% proceeded to a hearing and award (44% of these resulted in awards for claimants, averaging \$338,460).
- **Case Duration:** Average time to close a case was 396 days (about 13 months), with 82% closing within the 18-month deadline.

### Arbitration Costs and Fee Waivers

- **Filing Fee:** Claimants pay a \$150 filing fee, which is lower than court fees. Fee waivers are available for low-income claimants, and mechanisms exist to shift arbitrator fees to Kaiser in most cases.
- **Fee Distribution:** Kaiser paid 100% of neutral arbitrator fees in 96% of cases where there were fees, and the average fee was \$11,271.

### Evaluations and System Feedback

- **Party Evaluations:** Parties rated arbitrators and the OIA system on fairness, impartiality, and efficiency. Most feedback was positive, especially from respondents' counsel, though self-represented claimants gave lower scores. 92% of parties rated the OIA system as the same as or better than state court.

- **Arbitrator Evaluations:** Neutral arbitrators overwhelmingly rated the OIA system as efficient and preferable or equivalent to court proceedings.
- **Common Complaints:** Parties cited challenges in obtaining medical records and concerns about system bias or lack of transparency, particularly among self-represented claimants.

### **Role and Activities of the Arbitration Oversight Board**

- The AOB provides oversight, reviews OIA reports, approves rule changes, and monitors diversity and case timeliness. It also initiated the upcoming OIA audit and manages board membership.

### **Trends Over Time**

- **Case Volume:** The number of demands for arbitration decreased slightly from the previous year.
- **Panel Diversity and Size:** The panel is more diverse and includes a higher percentage of retired judges than ever before.
- **Case Outcomes:** Settlement rates remain stable, while the proportion of self-represented claimants has increased over time.
- **Efficiency:** The average time to select arbitrators and close cases has remained low compared to historical figures.

### **Conclusion**

The OIA-administered arbitration system for Kaiser Permanente continues to meet its goals of fairness, timeliness, and cost-effectiveness, with ongoing improvements in diversity, transparency, and efficiency. Most cases are resolved within established deadlines, and the system is generally rated favorably by both parties and arbitrators compared to traditional court proceedings.