

# **EXHIBIT A**

## **Description of OIA Staff**

## Description of OIA Staff

**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 second 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.

**Matthew Hodgkins, Administrative Assistant.** Mr. Hodgkins began working for the OIA in 2025. He is a graduate from Lewis and Clark College, where he received a Bachelor of Arts in Psychology. After graduation, Mr. Hodgkins worked at NBCUniversal as a production assistant from 2020 to 2024.

**Julia Moore, Legal Assistant.** Ms. Moore worked for the OIA from August 2023 until May 2025. She was a graduate of the University of Central Florida where she received a Bachelor of Arts in Political Science. Ms. Moore was 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. She is currently studying for the California Bar Exam.

**Lynda Tutt, Administrative Assistant.** Ms. Tutt worked for the OIA since its inception in 1999 until her retirement in 2025. She was a graduate of the University of Phoenix, where she received a Bachelor of Arts in Business Management. She had many years' experience working for law firms. Ms. Tutt worked for the Hartmann firm from 1995 to 2003, the Oxborough firm from 2003 to March 2015, and the Bell firm from March 2015 to July 2025.

**Holly Vera Cruz, Paralegal.** Ms. Vera Cruz began working for the OIA at the end of 2025. She is a graduate from UCLA where she received a Bachelor of Arts in Psychology and Political Science. She is also a graduate of the UCLA Extension Paralegal Studies program where she received her Paralegal Certificate. After graduating from UCLA, Ms. Vera Cruz was a legal assistant at a personal injury law firm in Los Angeles handling both pre-litigation and litigation matters. She is fluent in Tagalog (Filipino).

# **EXHIBIT B**

*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 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 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 forty-five (45) days after the closing of the Arbitration Hearing, and in all other cases, no later than 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 [ويا@ويا-كaiserarb.com](mailto:ويا@ويا-كaiserarb.com), or visit the OIA's website at [www.ويا-كaiserarb.com](http://www.ويا-كaiserarb.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-nine percent (69%) 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, 2020, and 2025. 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 René Rambo-Rodgers**

## RENÉ RAMBO-RODGERS

5105 Pinecrest Drive  
Oakland, CA 94605

rrambo5@yahoo.com

650.863.4067 (C)

Extensive experience in collective bargaining negotiations and contract compliance. Substantial knowledge of state and federal employment laws, including EEOC, Title VII, FEHA, ADEA, and ADA. Superior interpersonal skills used for successfully building and maintaining collaborative working relationships with culturally diverse populations and union leadership. Strategic thinker with excellent analytical, written, and oral communication skills. Collaborative team member.

- ◆ Employee & Labor Relations
- ◆ Grievance Processing & Arbitrations
- ◆ Training Design & Presentation
- ◆ Contract Negotiations & Administration
- ◆ Staff Management & Development
- ◆ Strategic Planning & Program Management

### PROFESSIONAL EXPERIENCE

**CALIFORNIA TEACHERS ASSOCIATION, Burlingame, CA** **March 1998 to Oct. 2023**

**Assistant Manager, Department of Human Resources Management (DHRM):**

- Provided CTA Management and CTA Affiliates advice and guidance regarding human resources support, labor/management relations, employee relations issues, workers' compensation, contract, and policy interpretations.
- Coordinated and worked with the California Associate Staff (CAS) union, representing CTA's support and technical bargaining unit.
- Processed grievances, conducted hearings, prepared and participated with legal counsel on arbitration matters.
- Conducted internal employee investigations regarding all employee matters, including discrimination, sexual harassment, hostile workplace, and employee misconduct.
- Designed and presented training programs for managers/supervisors regarding contract compliance, hiring, performance management, and discipline.
- Former DHRM liaison to CTA's Labor/Management Retirement Trust and CTA's Health and Welfare Trust.

**RAMBO AND ASSOCIATES, Oakland, CA** **1995 to 1998**

**Owner/Consultant:**

- Advised a wide range of companies, including hospitals, retail stores, utilities, and factories, regarding labor/management relations.
- Provided human resources analysis and strategic planning advice regarding management issues and organizational structures.
- Successfully helped two hospitals with different cultures merge human resources operations and labor/management relations by guiding the implementation of a new management structure and focused mission.

**HEALD BUSINESS COLLEGE, Oakland, CA** **Jan. 1996 to June 1996**

**Evening Dean of Instruction:**

- Member of the senior management team responsible for determining school operating policy and curriculum development for the evening program
- Elevated evening dean position from part-time to full-time academic position.

**DOUGLAS BROADCASTING, INC., Palo Alto, CA** **Jan. 1992 to Jan. 1995**

**Vice President, Legal and Administration:**

- Provided all human resources, legal, and administrative functions for the parent company and twelve subsidiary radio stations.
- Elevated to corporate secretary within first three months of hiring.

**DEPARTMENT OF JUVENILE JUSTICE, New York, NY**  
**Director of Planning and Management Analysis:**

**Sept. 1990 to Nov. 1991**

- Senior management staff member. Collaborated closely with each unit to develop and fulfill the department's mission.
- Managed agency's \$1.5 million health contract.

### **AFFILIATIONS/CREDENTIALS/LICENSURE**

**California State Bar:** Labor and Employment Law Section

**SHRM-SCP** (Society for Human Resources Management) Senior Certified Professional

**SPHR-HRCI** (Human Resources Certification Institute) Senior Professional in Human Resources

**AWI Member:** Association of Workplace Investigators

**Certified Mediator:** Institute for Conflict Management

**Permanent Instructor Credential:** California Community Colleges Law, Public Services & Administration

**K-9 Lifetime Teaching Credential:** Special Education, California Department of Education

### **EDUCATION**

**MPA**, Harvard Kennedy School of Government, Cambridge, MA (Women's Leadership Award) **May 1990**  
Mid-Career Program Liaison to the Faculty Meetings and first KSG Student Ombudsperson

**JD**, University of California, Berkeley, Boalt Hall School of Law (California Fellowship) **May 1977**  
Student/Faculty Cooperation Committee: Lead implementation of calendar start date change, allowing first-semester exams to be completed prior to the holiday break.

**BA**, Psychology, University of California, Los Angeles (California State Scholar) **Aug. 1972**

### **CURRENT & RECENT VOLUNTEER ACTIVITIES**

**HKS Black Alumni Association Executive Board Member:** Director at Large. Responsible for revising BAA 2009 Bylaws & Constitution with Alumni Relations Office representative, adopted in August 2021. Coordinated 501 c 3 non-profit status with outside counsel. Co-chaired membership development outreach. Mentor Program Volunteer.

**University of California, Berkeley:** Transfer Student Application Selection Committee.

**SPAAT:** (Student Program for Academic and Athletic Transitioning): Board Secretary. McClymond's High School academic support program provides tutoring and counseling to student-athletes through specialized case management, resulting in an 89% graduation rate and 80% of program graduates entering college.

# **EXHIBIT E**

## **Audit Results**

April 2, 2025

Mr. Carlos Camacho  
Chairman  
Kaiser Arbitration Oversight Board

## **2025 Report of Review Findings - Office of the Independent Administrator (“OIA”)**

### **Background**

The Office of the Independent Administrator (“OIA”),  
, contracts with the Kaiser Arbitration Oversight Board  
 (“AOB”) to administer Kaiser’s Mandatory Arbitration System for Disputes with Health  
 Plan Members.

This review was conducted on selected attributes of the OIA’s procedural documentation  
 of its arbitration case management. This was a limited scope engagement, based on  
 certain agreed upon procedures and areas of inquiry as provided and directed by the  
 AOB.

The review incorporated both paper files and the Abacus matter management system.  
 The review process included comparisons of file documents and Abacus entries where  
 appropriate.

### **Disclaimer**

This was a limited scope engagement, based on certain agreed upon procedures and  
 areas of inquiry as provided and directed by the AOB.

The review was conducted on forty one (41) randomly selected files of the OIA’s portfolio  
 of > 2,000 closed and open cases in the 2020-2024 review period.

The sample size is not statistically credible and does not provide assurance that the  
 findings of this review can or should be ascribed to the entire portfolio.

Similarly the selected attributes, though extensive, do not represent the entirety of the  
 processes.

### **Review Scope**

Seventy (70) specific attributes of the OIA’s administration of arbitration cases as  
 provided by AOB were reviewed:

- Management of Demands for Arbitration

*RE: Report of Review Findings - Office of the Independent Administrator*

- Selection of Arbitrators
- OIA Monitoring of the Arbitration Cases
- Disposition of Arbitration cases
- Post Analysis / Questionnaires & Fees Form
- Miscellaneous Items

This review did not include aspects or attributes of financial reporting, regulatory compliance, case reserves, estimated values or actuarial analyses.

The review consists of 41 randomly selected case files from 2020 – 2024. Case files were randomly selected according to the following criteria \*:

Open vs. Closed Cases	
• Open Cases	15
• Closed Cases	25
Attorney Representation	
• No Attorney (“In Proper”)	10
• Attorney Represented	30
Case File Classifications (min))*	
• Expedited	3
• Complex	3
• Extraordinary	1
• “Rule 28”	2

\* As defined by AOB and OIA

Each individual file was reviewed for compliance with the specific procedures and processes as provided by AOB. Compliance data has been recorded in an Excel format document incorporated in this report by reference.

### **Review Environment**

The review was conducted March 24 - 28, 2025 at OIA offices . The OIA provided readily available access to case files and the Abacus matter management system. OIA staff was also readily available for questions and clarifications.

OIA’s cooperation and support of this review was exemplary and is appreciated.

### **Confidentiality**

In addition to the non-disclosure in the general business terms included in the engagement agreement, a confidentiality agreement between the OIA and Kenneth Sipiora was executed March 24, 2025 and is included herein by reference.

*RE: Report of Review Findings - Office of the Independent Administrator*

## **Findings**

1. With few immaterial exceptions the OIA consistently performed its work according to its rules and procedures:
  - a. 1099 of 1099 (100%) relevant attributes reviewed were compliant.
  - b. Please see the Excel document for details on respective files.
2. Arbitration Management Conferences, Mandatory Settlement Meetings and Arbitration Hearings are regularly beyond initial deadlines by mutual agreement among the parties and the Neutral Arbitrator:
  - a. In isolated cases deadlines are missed without the parties' postponement evidence in the file/Abacus.
  - b. However OIA follow up diligence is evident. Other file communication evidence supports compliance.
  - c. Accordingly these circumstances are recorded "X - Attribute satisfied without exception."
3. The COVID period of 2020-2023 created significant operational impediments and inefficiencies across the arbitration ecosystem:
  - a. Annual average caseloads dropped 24% in years 2020 - 2022
  - b. OIA and AOB instituted 11 temporary rules effective March 2020 – January 2024 to address the unprecedented environment
  - c. Immaterial documentation shortcomings were observed, though sufficient evidence was available to support process compliance without compromise to outcomes
4. At the conclusion of each case, OIA sends neutral arbitrators and parties evaluation questionnaires to anonymously evaluate their respective experience with the arbitration system:
  - a. Absent redacted case awards, these questionnaires are typically not received and subsequently unrecorded and not noted in Abacus
  - b. None of the files reviewed contained this information. Is this an attribute to be included in future reviews?
  - c. AOB may appropriately consider the relative value of this effort or process improvements.
5. Neutral Arbitrator Applications:
  - a. The review identified no material exceptions to the application qualification standards and processes.
  - b. 99 NA applications were received in the 2020 – 2024 review period
  - c. 96 of the applications were accepted, 3 disqualified per rule
  - d. 6 accepted applications were rejected per rule
  - e. 103 NA's were added to panel (timing differences in application year and acceptance)
  - f. OIA benefits from a deep pool of qualified NA's.

*RE: Report of Review Findings - Office of the Independent Administrator*

6. Arbitration Filing Fees

- a. I reviewed the most recent 90 days period (12/01/2024 – 02/28/2025) recording and reconciliation process.
- b. Receipts and waivers were readily confirmed in files and Abacus.
- c. I believe this review and excellent file/Abacus documentation is sufficient to express confidence in the process.

**Summary Observations**

The OIA continues to be very effective and presents important value to the AOB and Kaiser. There is continuity of leadership and staff, contributing the OIA's effectiveness and process quality.

Supporting technologies, Abacus and OIA website, enable the processes and support the claimant, respondent, attorney and Neutral Arbitrator community at a leading practice level.

File evidence points to a high degree of accountability and responsiveness to all arbitration parties.

**Conclusion**

This completes the scope of work identified above. Please acknowledge your acceptance of this report and the accompanying Excel document below.

Thank you for the opportunity to once again serve the Kaiser Arbitration Oversight Board,

Kenneth Sipiora, CPCU

Kaiser Arbitration Oversight Board



By: Kenneth Sipiora

By: Mr. Carlos Camacho, Chairman

Date: April 2, 2025

Date: \_\_\_\_\_

*Kenneth Sipiora is not an attorney and does not provide legal advice, services and/or opinions. Kenneth Sipiora cannot act as legal counsel with respect to any matter and no attorney-client relationship is implied or created by anything contained herein. To the extent that, during the course of providing consulting and other services, any information regarding legal matters is provided, Kenneth Sipiora has made commercially reasonable efforts to ensure that such information is accurate. However, as laws vary from jurisdiction to jurisdiction and change rapidly, such information may not be up to date and all legal matters should be reviewed by your own counsel and/or other legal advisors, as appropriate, who are licensed or otherwise permitted to practice law in the jurisdiction(s) involved.*

# **EXHIBIT F**

## **Survey Analysis and Response Rate Improvement**

**Survey Analysis and Response Rate Improvement**  
**For Surveys Administered by the Office of the Independent Administrator**  
**Report Prepared for the Arbitration Oversight Board**  
**by**  
**Thomas G. Rundall, PhD**  
**11/19/2025**

## **Survey Analysis and Response Rate Improvement**

### **For Surveys Administered by the Office of the Independent Administrator**

This report was prepared at the request of the Arbitration Oversight Board (AOB). The overall purpose of the requested review is to assess the evaluation surveys and survey distribution methods used by the Office of the Independent Administrator (OIA) and suggest changes in these surveys and methods that could improve their respective response rates. The scope of work includes five specific items:

- A. Assess historical trends in survey response rates, including response rates to surveys related to arbitration to the extent available.
- B. Review the length and content (e.g. coverage of the three goals of the arbitration system: fairness, timeliness, and low-cost) of two existing arbitration participant surveys used by the Office of the Independent Administrator:
  - a. Party or Attorney Evaluation of the Neutral Arbitrator
  - b. Party or Attorney Evaluation of the Arbitration System
- C. Review the methods used to deliver the surveys to potential respondents and to receive completed surveys from respondents.
- D. Provide recommendations for improving survey design and response rates.
- E. Describe and assess the potential for using alternative evaluation methods beyond surveys.

The following provides responses to each of these items

#### **Section A. Assess historical trends in survey response rates, including response rates to surveys related to arbitration to the extent available.**

Survey response rates have declined steadily over the past 20-30 years, both in the United States and internationally. This is true of mail, email, and telephone surveys. Here, the focus is on the two survey distribution methods used by OIA: mail and email surveys, methods that allow survey respondents' confidentiality to be maintained.

From the 1990s to early 2000s, **mail** survey response rates typically ranged from 40%-60% for general population surveys. Today, mailed surveys see 10%-30% response rates, even with multiple follow-ups and incentives.

Several structural and cultural changes explain this.

- Competing communication channels

- Email, online surveys, and text messaging have become dominant communication channels. People are more comfortable now with digital communication and find responding to surveys using these channels to be easy and quick.
- Survey Fatigue
  - Individuals receive more requests for feedback (consumer satisfaction, political polls, nonprofit solicitations, etc.), leading to disengagement.
- Changing Mail Habits
  - Younger generations check and value postal mail less frequently than older ones. For many, mail feels outdated or irrelevant.
- Rising Mobility
  - People move more often, creating address inaccuracy problems that lower effective response rates.
- Declining Institutional Loyalty
  - Universities, non-profit organizations, government agencies, and other organizations used to benefit from high trust. That has weakened over time, reducing willingness to respond.
- Cost and burden of mail surveys
  - Mailed questionnaires can feel longer and more burdensome to complete and return compared to quick online or app-based surveys.

Response rates for **email** surveys have declined since email surveys first became popular in the 1980s. Current response rates for email surveys typically fall in the range of 15-30% for general surveys, with some sources citing averages between 12-25%.

The key factors driving this trend include:

- Channel Saturation
  - Survey respondents (often commercial business customers) are inundated with more survey invitations, leading to survey fatigue.
- Email filtering and sorting
  - Modern email providers use artificial intelligence and machine learning to sort messages into “Primary” and “Promotions/Other” tabs. Survey invitations often are sorted into the “Promotions/Other” tab, significantly lowering visibility and open rates, which in turn hurt the response rate.
- Mobile Experience
  - Surveys that are not optimized for mobile screens can lead to high abandonment rates.

- Survey Design
  - Survey respondents are resistant to long surveys; short, well-timed, and personalized surveys consistently have better response rates.

There is little information available regarding response rates for surveys of participants in a medical arbitration process. A response rate of 30-40% is typical for a non-mandatory mail survey of members of the general public on a specialized topic. More specifically, non-mandatory mail surveys targeting members of the general public who have gone through an arbitration process (e.g. employment or injury related) typically have response rates between 5-30%.

This analysis of past survey response rates helps contextualize OIA's current rates and suggests how much improvement in response rates is reasonable to expect. Since the individuals to whom OIA sends a survey have recent involvement with an important health-related (often malpractice) arbitration, the topic will be salient to the respondent. With improvements in the survey designs and the distribution methods, it is reasonable to expect response rates in the range of 20 – 30%.

The specific techniques of maximizing response rates to the two OIA surveys will be presented in sections B and C of this report, and a consolidated summary of those recommendations is provided in Section D.

### **Section B. Review the length and content (e.g. coverage of the three goals of the arbitration system: fairness, timeliness, and low-cost) of the Client's two existing arbitration participant surveys**

The OIA uses two surveys, one requesting responding persons (note: 'responding person' will generally be used in this report to refer to the person who is asked to complete the survey, thereby avoiding confusion with the term 'respondent', which can refer to the individuals or organizations against whom the arbitration is filed) to evaluate their neutral arbitrator, and another requesting responding persons to evaluate the arbitration system. Below, each of these survey instruments is reviewed.

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

The evaluation of the neutral arbitrator form is sent to the party (claimant) or, if the party is represented, to the party's attorney. In 2024, the response rate to this survey was 19%.

The evaluation survey form is sent in paper form via U.S. mail or, if the party agrees, via email as a fillable PDF attachment. The completed U.S mail version of the form can be

returned to OIA via a self-addressed, stamped envelope, while the email PDF version of the form can be returned as an online response, email attachment, or via U.S. mail.

The neutral arbitrator evaluation form begins with a brief message that explains that the responding person is being asked to complete this anonymous form in accordance with rule 49 of the Rules for Kaiser Permanente Member Arbitrations Administered by the Office of Independent Administrator. The message also explains that the completed form will be placed in the folder of the neutral evaluator who handled the responding person's case, and copies of it will be sent to other parties who are considering using this neutral arbitrator in the future. The explanatory message encourages the responding person to make comments in the space provided for each question, and to add sheets if needed for this purpose. For the US mail version of the survey, the message instructs the respondent that "A stamped, self-addressed envelope is included for your convenience. Please send your response to the address below in the enclosed self-addressed envelope." The message concludes by thanking the responding person for their help.

Below the explanatory paragraph, the source of the evaluation request is identified as the Office of the Independent Administrator, and the address of the OIA is listed.

After the explanatory paragraph and the OIA address, the form requests information about which person is completing the form, in what way the claim was closed, the type of injury that motivated the claim, and how the neutral arbitrator's name was chosen.

Then, the actual evaluation survey begins with an instruction on how the responding person should respond to the questions:

"On the scale below, please rank your experiences with your Neutral Arbitrator. Please circle the number that applies. If the statement does not apply, please circle 'N/A' which appears at the right-hand side. We ask for your comments where you have time and inclination."

The version of the Party or Attorney Evaluation of Neutral Arbitrator that has been used in the recent past includes eleven questions, using a five-point response scale: 5 Agree 4 3 2 1 Disagree. Two lines of space are available below each question for open-ended comments. The introductory statement, request for information about the details of the case, and the eleven evaluation questions require three pages for proper formatting.

The OIA currently plans to cut three questions from the questionnaire, lowering the total from eleven to eight questions.

Below, the questions are presented, grouped within the arbitration goal each question addresses. The three questions OIA plans to eliminate are italicized.

Five of the questions address the goal of fairness, some with an emphasis on a particular aspect of the neutral arbitrator's behavior that contributes to a perception of fairness:

The neutral arbitrator was impartial and treated all parties fairly.

The neutral arbitrator treated all parties with respect.

The neutral arbitrator understood the applicable law governing my case.

The neutral arbitrator understood the facts of my case.

The neutral arbitrator explained procedures and decisions clearly.

Three questions address the goal of timeliness:

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

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

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

Two questions address the goal of low-cost.

*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 the case.*

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

One question addresses overall satisfaction:

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

The wording of the subject line of the email and the explanatory message in both email and U.S. mail versions of the questionnaire should be modified. The current version indicates that the responding person is being asked to complete the survey to satisfy a rule-based requirement. It is secondarily stated that the completed evaluation form will be placed in a folder of the neutral arbitrator and will be sent to other parties who are considering using the respective arbitrator in the future.

This rationale does not provide strong motivation for the responding person to complete the evaluation form. A stronger rationale and a message conveying more enthusiasm will help motivate the respondent to complete the survey.

There is a little information lost by the deletion of the three questions. But the information collected from the remaining eight questions covers the three established arbitration goals.

The goal of fairness is addressed by five questions. It might seem “out of balance” to have five of the eight questions addressing perceived fairness. But fairness is a multidimensional concept, one that includes perceptions of impartiality, respect, understanding of the relevant law, understanding of the relevant facts, and extent to which procedures and decisions are clearly explained. In the shortened version of the survey, each of these dimensions would be addressed by one of the five ‘fairness’ questions.

The goal of timeliness would still be addressed by the question asking whether the neutral arbitrator kept the case moving in a timely fashion, an especially important aspect of timeliness from the claimant’s perspective.

The goal of low-cost would still be addressed by the question asking whether the fees charged by the neutral arbitrator were reasonable given the work performed.

The shorter survey will still ask whether the responding person would recommend their arbitrator to someone with a similar case. This is a very important question allowing responding persons to express the extent to which they are satisfied with their overall experience with their arbitrator.

Eliminating three questions means losing some details on timeliness and cost. But asking fewer questions and formatting the survey on only two pages is likely to increase the response rate while still providing meaningful information about claimant’s experience with their neutral arbitrator.

## **Recommendations**

Recommendation 1. The text of the Evaluation of Neutral Arbitrator form should be revised to emphasize the importance of completing the survey as a means of providing information that will be useful for improving the arbitration experience for future participants.

Recommendation 2. If possible, delete the text referring to the rule-based requirement to send the recipient this survey.

Recommendation 3. The subject line of the email used to send the PDF-version of the survey should say something like:

“Help future arbitration participants by sharing your neutral arbitrator experience!”

The explanatory paragraph could be expanded slightly to include something like:

“We’re working to make available information to future participants about recent claimant’s experience with their neutral arbitrator. Your honest feedback will help us improve the neutral arbitrator selection process. Thank you for your time and willingness to help!”

Recommendation 4. Deleting the three questions as the OIA has proposed will allow the survey’s introductory material and the eight remaining questions to be formatted on two, rather than three, pages. This will increase that likelihood of respondents completing the survey because the survey will immediately be viewed as a relatively short, quick-to-complete survey.

#### Party or Attorney Evaluation of Arbitration System.

The procedures for sending the Evaluation of Arbitration System form are the same as the procedures used for distributing the Evaluation of the Neutral Arbitrator form with one major exception. The Evaluation of the Arbitration System form is sent to all parties regardless of how the case is closed. For example, if a case is withdrawn by the claimant, they will not receive the Evaluation of the Neutral Arbitrator form, but they will receive the Evaluation of the Arbitration System form. This approach allows even parties who have withdrawn their claim (or in some other way had their case closed without action by a neutral arbitrator) to provide their opinion of how well the arbitration system worked.

The Evaluation of Arbitration System form has the same introductory material as the Evaluation of the Neutral Arbitrator form, including the introductory explanatory paragraph. The introductory paragraph is followed by six items. The first three items ask the responding person to indicate on a five-point scale the extent to which they agree or disagree with statements about various aspects of the arbitration system. For each of these questions, the respondent is also asked to provide comments, and below the text of each question three lines are provided for comments.

The first three statements are:

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

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

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

For each of these three statements, there is an option for the responding person to circle (or mark) N/A, indicating that the question is not applicable or that they have insufficient knowledge to agree or disagree with the statement.

The fourth item on this evaluation form asks if the responding person has had experience with a similar case in Superior Court, and if yes, was their experience better, worse, or about the same

The fifth item asks the responding person to “Please offer your suggestions for how this office can improve the system.” Three lines are provided for the respondent to write their response.

The sixth item asks the responding person to “Please offer your suggestions for improvement or change in the *Rules*.” Again, three lines are provided for the respondent to write their response.

One reason this evaluation form has historically a low response rate (12% in 2024) is that it requires the responding person to provide comments for each item, and for items five and six only open-ended qualitative responses are requested/allowed. For many respondents, the burden of thinking through why they agree or disagree with a statement and writing that explanation down is too great, and they simply decide not to complete the survey. The burden for thinking up and writing down suggestions for how the arbitration system (item five) or the *Rules* (item six) can be improved is even greater. Since respondents can quickly mark a categorical response to items one through four without bothering to write a comment, the greatest respondent burden is with items five and six. Since item six asks for suggestions for improvement or change in the *Rules*, it is redundant with item one, which asks if the Rules worked well and requests comments.

## **Recommendations**

Recommendation 5. The same concern expressed about the introductory paragraph on the Evaluation of the Neutral Arbitrator form applies here. This rationale does not provide strong motivation for the respondent to complete the Arbitration System form. A stronger rationale and a message conveying more enthusiasm will help motivate the responding person to complete the survey.

The text should be revised to emphasize the importance of completing the survey as a means of providing information that will be useful for improving the arbitration system for future participants

Recommendation 6. If possible, delete the text referring to the rule-based requirement to send the recipient this survey.

Recommendation 7. The subject line of the email used to send the PDF-version of the survey should be revised to say something like:

“Help improve the arbitration system by sharing your experience!”

Recommendation 8. The explanatory paragraph could be expanded slightly to say something like:

“We’re working to improve the arbitration system. Your honest feedback will help us to better meet the needs of future participants. Thank you for your time and willingness to help!”

Recommendation 9. Item six should be deleted, thus shortening the survey form and reducing the responding person’s perceived burden by eliminating an item that asks only for written improvement suggestions.

### **C. Review the methods used to deliver surveys to potential respondents and to receive completed surveys from respondents.**

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

When each arbitration case closes by neutral arbitrator action, the OIA sends the claimant (party) or their attorney a brief survey to evaluate the neutral arbitrator. If the party is represented by counsel, the survey will be sent to counsel. If the party is not represented by counsel (pro per) then the survey will be sent to the party. The Evaluation of the Neutral Arbitrator survey is also sent to the lawyer representing Kaiser Permanente or, if Kaiser Permanente is not represented, to Kaiser Permanente’s contact person on file with the OIA.

If the party or their attorney has agreed to communicate with the OIA via email, the survey is sent via email as a fillable PDF attachment. The survey can be returned to OIA using an online link, as an email attachment, or printed and mailed to the OIA.

If the party or their attorney has not agreed to communicate via email, the survey is sent via the U.S. Postal Service. The mail version of the survey includes a stamped, self-addressed envelope for the responding person’s convenience.

Regardless of whether the survey is sent via email or U.S. mail, it is sent only once. The email is not sent a second time, nor is there a reminder email message or mailed card.

## Party or Attorney Evaluation of Arbitration System

The Party or Attorney Evaluation of Arbitration System form is sent to all participants in the arbitration process regardless of the outcome of a claimant's case. Since the purpose of this evaluation form is to collect information about opinions of how well the system works and how it could be improved, surveying all individuals involved, even if their case was withdrawn before an arbitrator's decision is justified. As with Evaluation of Neutral Arbitrator, the Evaluation of Arbitration System form is sent via either U.S. mail or as a fillable PDF attachment to an email.

There are advantages and disadvantages with each type of survey delivery method.

Sending the evaluation survey as an **email** to the responding person's email address containing a personalized link to an online version of the survey (by using, for example Qualtrics or SurveyMonkey):

Advantages: lowest cost, fastest data collection and analysis, and easy for responding person to complete on mobile devices.

Disadvantages: requires the responding person to open the email, not have the email sent to spam, and be comfortable with online forms.

Sending the evaluation survey as a **mail** survey to the responding person's home address, accompanied by a cover letter and a pre-stamped, pre-addressed return envelope for convenience:

Advantages: reaches all respondents regardless of technology access or email inbox management.

Disadvantages: requires the respondent to open the envelope, not ignore it or throw it away unopened, and be willing to deal with the process of completing the evaluation, putting it in the return envelope, and placing it in a mail pickup box.

No incentive is offered the recipient for completing the evaluation form.

One notable drawback in how these surveys are distributed is that each one is sent out just once, either by mail or email.

The method expected to have the highest completion and return rate is a mixed-mode design, for example one that starts with a physical mail component which is followed a few days later by an email message. The steps are straightforward:

- Initially a paper survey and self-addressed, stamped return envelope is mailed to the intended respondent. The mail survey's introductory text can include a

link to an online version of the survey and indicate that either paper or online responses are welcome.

- After about a week, non-respondents are contacted via email with a personalized online survey link.
- A final, high-effort contact, such as a second mailed survey packet, could also be sent to persistent non-responders.

In both the mail and email versions of the survey cover letter, respondents must be assured that the tracking number printed on their evaluation form is not linked to their name and that their anonymity will be preserved throughout the survey process.

The mixed mode method design leverages the strengths of both mail and email.

Another issue that may be depressing return rates for these surveys is the possibility that some, perhaps many, recipients do not understand English well enough to respond. If OIA has internal documents that indicate the claimant's primary language, assessing how many recipients have a primary language other than English would inform a decision to make the surveys available in multiple languages.

### **Recommendations**

Recommendation 10. Use the mixed-mode method of sending the survey to recipients.

Recommendation 11. Offer recipients an incentive for completing the survey.

Recommendation 12. Assess the need to have the surveys translated into other languages, Spanish and Chinese for example, and made available along with the English version.

### **D. Provide recommendations for improving survey design and response rates.**

Proven techniques for increasing the response rate to a survey include the following.

- Short and simple: keep the survey as brief and easy to complete as possible.
- Follow-up: a written, email, or phone reminder can increase a response rate by ten percentage points or more.
- Personalization: address the recipient personally (If confidentiality rules permit) and ensure the cover letter feels official and trustworthy, explains the benefit of completing the survey, and generates enthusiasm for completing the survey.
- Incentive: a small, unconditional monetary or non-monetary incentive (like a \$2 bill or a pen) enclosed with the survey is one of the most effective strategies to boost return rates.

- Language: make sure the survey is written in a language understood by the recipient.

The twelve recommendations listed in Sections B and C above, based on a detailed review of the Party or Attorney Evaluation of Neutral Arbitrator and the Party or Attorney Evaluation of Arbitration System, are consistent with these techniques. For ease of reference the twelve recommendations for improving the response rates to these surveys are listed below.

**Recommendation 1.** The text of the Evaluation of Neutral Arbitrator form should be revised to emphasize the importance of completing the survey as a means of providing information that will be useful for improving the arbitration experience for future participants

**Recommendation 2.** If possible, delete the text referring to the rule-based requirement to send the recipient this survey.

**Recommendation 3.** The subject line of the email used to send the PDF-version of the survey should say something like:

“Help future arbitration claimants by sharing your neutral arbitrator experience!”

The explanatory paragraph could be expanded slightly to include something like:

“We’re working to make available information to future participants about recent claimant’s experience with their neutral arbitrator. Your honest feedback will help us improve the neutral arbitrator selection process. Thank you for your time and willingness to help!”

**Recommendation 4.** Deleting the three questions on the Neutral Arbitrator form as the OIA has proposed will allow the survey’s introductory material and the eight remaining questions to be formatted on two, rather than three, pages. This will increase the likelihood of respondents completing the survey because the survey will immediately be viewed as a relatively short, quick-to-complete survey.

**Recommendation 5.** The same concern expressed about the introductory paragraph on the Evaluation of the Neutral Arbitrator form applies to the Evaluation of Arbitration System form. This rationale does not provide strong motivation for the respondent to complete the evaluation form. A stronger rationale and a message conveying more enthusiasm will help motivate the respondent to complete the survey.

The text should be revised to emphasize the importance of completing the survey as a means of providing information that will be useful for improving the arbitration system for future participants

**Recommendation 6.** If possible, delete the text on the Arbitration System form referring to the rule-based requirement to send the recipient this survey.

**Recommendation 7.** The subject line of the email used to send the PDF-version of the Arbitration System form should be revised to say something like:

“Help improve the arbitration system by sharing your experience!”

**Recommendation 8.** The explanatory paragraph for the Arbitration System form could be expanded slightly to say something like:

“We’re working to improve the arbitration system. Your honest feedback will help us to better meet the needs of future participants. Thank you for your time and willingness to help!”

**Recommendation 9.** Item six of the Evaluation of Arbitration System form should be deleted, thus shortening the survey form and reducing the responding person’s perceived burden by eliminating an item that asks only for written suggestions for how to improve the *Rules*.

**Recommendation 10.** Use the mixed-mode method of sending the surveys to recipients.

**Recommendation 11.** Offer recipients an incentive for completing the surveys.

**Recommendation 12.** Assess the need to have the surveys translated into other languages, Spanish and Chinese for example, and made available along with the English version.

## **E. Describe and assess the potential for using alternative evaluation methods beyond Surveys.**

There are three alternatives to surveys for learning about people’s experiences and preferences for the purpose of evaluating the performance of a service system: one-on-one interviews, focus groups, and case studies.

One-on-one interviews involve talking directly with service recipients or providers who have recently participated in the service process. With respect to arbitration services, this would mean interviewing the claimant, respondent, and the respective neutral arbitrator for a given case. Typically, such an interview would be semi-structured, with some questions asking about the timeliness, fairness, and cost of the arbitration. Other questions would ask about the interviewee’s experiences during arbitration, perceived strengths and weaknesses of the process, identification of major problems and sources of dissatisfaction

(if any), their opinion of the outcome, and suggestions for how to improve the arbitration process.

The interview could be conducted in a variety of ways including, in person, over a telephone call, or a video conference call. The interview would, if possible be recorded and transcribed for later review and content analysis. If the interview cannot be recorded, then detailed notes recording the interviewee's comments would be required.

The one-on-one interview approach provides in-depth, detailed information about a person's experience. But when attempting to evaluate a large service system with many service recipients and providers it is quite laborious and time consuming. It would be possible to choose a random sample of people to interview, but the sampling would best be done by case, ensuring that all perspectives from a given arbitration case are included in the data analysis. However, assessing the experiences of a planned sample of arbitration participants, rather than all of them, may not meet the standard of performance set by the OIA.

The data analysis for responses to any open-ended questions would include content analysis, a technique for coding sentences or other sections of a text. Then an analyst would examine the coded sections looking for similar content across the sections and identifying themes that represent the major ideas expressed in the interview.

The use of one-on-one interviews to evaluate the arbitration system or the neutral arbitrator would be time-consuming, expensive, and a management challenge. Interviewing only a sample of arbitration participants to evaluate their neutral arbitrator and the arbitration system may compromise the credibility of the OIA.

Another major concern with in-person interviewing is that it would be impossible to maintain the anonymity of the individuals being interviewed.

Focus groups involve bringing a few people together to talk and share their thoughts on a few topics which focus on some aspects of a major issue. In the present context, the major issue would be the evaluation of the arbitration system, and the focus-group participants would be asked to comment on the types of questions included in the Evaluation of Arbitration System questionnaire and perhaps additional questions to expand the discussion as appropriate. The focus group could include, for example, eight or ten claimants who would respond to a set of questions asked by the focus group leader, share related information and experiences stimulated by a given question, and react to answers and comments made by other members of the group. The interaction among focus group participants can surface shared themes and highlight contrasting experiences. Ideally, the

interaction would be recorded and content analyzed as described above for one-on-one interviews.

In theory, the focus group(s) could include a diverse mix of represented and unrepresented participants, as well as neutral arbitrators. However, it is unlikely that neutral arbitrators would participate in this additional task without compensation.

The time and monetary costs of recruiting multiple focus group participants, holding the meetings either in-person or via video conference call, and analyzing the recorded text would be substantial.

Also, as in the case of one-on-one interviews, it would be impossible to maintain participants' anonymity.

Case studies are comprehensive reports of specific arbitration cases. These are sometimes published in legal journals, consumer rights organizations, or trade publications. A case study examining a specific arbitration proceeding would present the relevant facts and outline the arbitration process. It would include insights into the experiences of the participants and incorporate direct statements from individuals involved in the arbitration regarding their perspectives on the case and its outcome. The main purpose of an arbitration case study would be to illustrate how the arbitration process unfolds in real life. A good case study takes a great deal of time to prepare, typically weeks of concerted effort. A complex arbitration system with many participants would require many case studies and cross-case analyses to begin to understand how well it is meeting the overall goals of fairness, timeliness, and low-cost. Also, although any printed version of a case study could de-identify the names of the participants, the case study author(s) would, in fact, know the names of all participants, thus breaking the commitment to claimant confidentiality.

None of the three alternative evaluation methods reviewed is an acceptable alternative to the use of surveys as a method for evaluating neutral arbitrators or the arbitration process.

# **EXHIBIT G**

***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 H**

## **Qualifications for Process Arbitrators**

## **Qualifications for Process Arbitrators for the OIA's Mandatory Arbitration System**

1. Process arbitrators shall be active members of the State Bar of California, or active members of the state bar of another state.
2. Process arbitrators shall successfully complete an application provided by the Independent Administrator.
3. Process arbitrators shall be a retired state or federal judge with extensive experience in mass arbitration; class action; mass torts.
4. Process arbitrators shall provide satisfactory evidence of the ability to act as an arbitrator based upon judicial, trial, or legal experience.
5. Process 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. Process 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 any time within the past three years.
7. Process arbitrators shall not have received public discipline or censure from any government body that has authority to discipline judges in the past five years.
8. Process arbitrators shall agree to follow applicable arbitration statutes, substantive law of the issues addressed, and the rules and procedures of the Independent Administrator.
9. Process arbitrators shall administer Kaiser arbitrations in a fair and efficient manner.

# **EXHIBIT I**

## **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 J**

## **OIA Panel of Process Arbitrators**

### OIA Panel of Process Arbitrators

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Judge	Paul	L.	Beeman	(Ret.)
Judge	Eileen	M.	Brewer	(Ret.)
Judge	Paul	Powers	Burdick	(Ret.)
Judge	Larry	A.	Burns	(Ret.)
Judge	Victoria	G.	Chaney	(Ret.)
Justice	Ming	W.	Chin	(Ret.)
Judge	Jacqueline		Connor	(Ret.)
Judge	Elizabeth	R.	Feffer	(Ret.)
Judge	Allan	J.	Goodman	(Ret.)
Judge	George	C.	Hernandez	Jr., (Ret)
Judge	Gregory		Keosian	(Ret.)
Justice	James	R.	Lambden	(Ret.)
Judge	Anne-Christine	T.	Massullo	(Ret.)
Judge	William		McCurine	Jr., (Ret)
Justice	Nathan	D.	Mihara	(Ret.)
Judge	Rita	J.	Miller	(Ret.)
Judge	Kevin	J.	Murphy	(Ret.)
Judge	Margaret	L.	Oldendorf	(Ret.)
Judge	Yvette	M.	Palazuelos	(Ret.)
Judge	Gerald		Rosenberg	(Ret.)
Judge	Michelle	R.	Rosenblatt	(Ret.)
Judge	Winifred		Smith	(Ret.)
Judge	Stuart	T.	Waldrip	(Ret.)
Judge	Vaughn	R.	Walker	(Ret.)
Justice	Thomas	L.	Willhite	Jr., (Ret)

# **EXHIBIT K**

## **OIA Panel of Neutral Arbitrators**

## OIA Panel of Neutral Arbitrators

### Northern California

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Judge	David	W.	Abbott	(Ret.)
Mr.	Ronald	A.	Arendt	Esq.
Judge	Monica		Bachner	(Ret.)
Judge	Robert	A.	Baines	(Ret.)
Judge	Paul	L.	Beeman	(Ret.)
Judge	Patricia		Benke	(Ret.)
Judge	Donald	S.	Black	(Ret.)
Mr.	Steven	A.	Block	Esq.
Judge	Suzanne	Ramos	Bolanos	(Ret.)
Mr.	Jonathan	A.	Brenner	Esq.
Mr.	Gerald	E.	Brunn	Esq.
Judge	Paul	Powers	Burdick	(Ret.)
Judge	Luis	A.	Cardenas	(Ret.)
Justice	Ming	W.	Chin	(Ret.)
Justice	Dennis	A.	Cornell	(Ret.)
Judge	Kevin	R.	Culhane	(Ret.)
Ms.	Cynthia	H.	Cwik	Esq.
Mr.	Gary	S.	Davis	Esq.
Judge	David	F.	DeAlba	(Ret.)
Mr.	Thomas	H.R.	Denver	Esq.
Mr.	John	M.	Drath	Esq.
Mr.	Charles	A.	Dyer	Esq.
Judge	James	C.	Emerson	(Ret.)
Mr.	Douglas	L.	Field	Esq.
Judge	Richard	S.	Flier	(Ret.)
Judge	Robert	D.	Foiles	(Ret.)
Mr.	Mark	B.	Fredkin	Esq.
Mr.	Kenneth	D.	Gack	Esq.
Judge	William	V.	Gallo	(Ret.)
Ms.	Ruth	V.	Glick	Esq.
Judge	Ernest	H.	Goldsmith	(Ret.)
Judge	Geoffrey		Goodman	(Ret.)
Ms.	Geri	Lynn	Green	Esq.
Mr.	Eric	A.	Grover	Esq.
Justice	Zerne	P.	Haning	(Ret.)
Mr.	Stephen	S.	Harper	Esq.
Mr.	David	M.	Helbraun	Esq.
Judge	George	C.	Hernandez	Jr., (Ret)
Judge	Judy	H.	Hersher	(Ret.)
Mr.	David	Keith	Hicks	Esq.
Judge	Russell	L.	Hom	(Ret.)
Mr.	Val	D.	Hornstein	Esq.
Mr.	C. Mark		Humbert	Esq.
Judge	David	E.	Hunter	(Ret.)
Judge	Lon		Hurwitz	(Ret.)
Mr.	Robert		Jacobs	Esq.
Judge	Ellen	Sickles	James	(Ret.)
Judge	Kathleen		Kelly	(Ret.)
Judge	Margaret	J.	Kemp	(Ret.)

## OIA Panel of Neutral Arbitrators

### Northern California

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Judge	Peter		Kirwan	(Ret.)
Ms.	Barbara		KongBrown	Esq.
Mr.	Panos		Lagos	Esq.
Justice	James	R.	Lambden	(Ret.)
Judge	Leslie	G.	Landau	(Ret.)
Judge	Dennis	J.	Landin	(Ret.)
Dr.	Urs	Martin	Lauchli	Esq.
Mr.	Anthony	Dean	Lauria	Esq.
Judge	Jo-Lynne	Quong	Lee	(Ret.)
Judge	Charles		Margins	(Ret.)
Justice	Richard	J.	McAdams	(Ret.)
Judge	James	J.	McBride	(Ret.)
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	Gary		Nadler	(Ret.)
Judge	Kirk	H.	Nakamura	(Ret.)
Mr.	J. Timothy		Nardell	Esq.
Judge	Leslie	C.	Nichols	(Ret.)
Judge	Yvette	M.	Palazuelos	(Ret.)
Ms.	Julia	J.	Parranto	Esq.
Mr.	Alan	S.	Petlak	Esq.
Judge	Mark	H.	Pierce	(Ret.)
Mr.	Anthony	F.	Pinelli	Esq.
Mr.	Jonathan		Polland	Esq.
Mr.	Gregory	A.	Post	Esq.
Mr.	Kenneth	L.	Powell	Esq.
Judge	Russell	D.	Pulver	(Ret.)
Judge	Vedica		Puri	(Ret.)
Mr.	Daniel	F.	Quinn	Esq.
Judge	Linda		Quinn	(Ret.)
Judge	Bruce		Smith	(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	Emily	E.	Vasquez	(Ret.)
Ms.	Ellie	K.	Vilendrer	Esq.
Judge	Timothy	R.	Volkman	(Ret.)
Judge	Thomas	E.	Warriner	(Ret.)
Judge	Marie		Weiner	(Ret.)

## OIA Panel of Neutral Arbitrators

### Northern California

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Mr.	Matthew	N.	White	Esq.
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

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Mr.	Maurice	J.	Attie	Esq.
Judge	Monica		Bachner	(Ret.)
Judge	Paul	A.	Bacigalupo	(Ret.)
Judge	Paul	L.	Beeman	(Ret.)
Judge	David	L.	Belz	(Ret.)
Judge	Patricia		Benke	(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.	Steven	M.	Cohen	Esq.
Judge	Jacqueline		Connor	(Ret.)
Judge	Chris	R.	Conway	(Ret.)
Ms.	Cynthia	H.	Cwik	Esq.
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.
Judge	Sherrill	A.	Ellsworth	(Ret.)
Judge	John	G.	Evans	(Ret.)
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.)
Justice	Thomas		Goethals	(Ret.)
Judge	Allan	J.	Goodman	(Ret.)
Judge	Geoffrey		Goodman	(Ret.)
Mr.	Geoffrey	S.	Gray	Esq.
Judge	Margaret		Grignon	(Ret.)
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.)
Ms.	Ellie		Hourizadeh	Esq.
Judge	Lon		Hurwitz	(Ret.)
Mr.	Robert		Jacobs	Esq.
Judge	Barbara	R.	Johnson	(Ret.)
Mr.	Kevin	M.	Kallberg	Esq.

## OIA Panel of Neutral Arbitrators

### Southern California

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Judge	Craig	S.	Kamansky	(Ret.)
Mr.	Sidney	K.	Kanazawa	Esq.
Mr.	David	M.	Karen	Esq.
Judge	Craig	D.	Karlan	(Ret.)
Mr.	John	C.	Kelly	Esq.
Judge	Gregory		Keosian	(Ret.)
Judge	Steven	J.	Kleifield	(Ret.)
Judge	Dennis	J.	Landin	(Ret.)
Mr.	Leonard	S.	Levy	Esq.
Judge	Charles		Margines	(Ret.)
Judge	Linda	S.	Marks	(Ret.)
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.)
Mr.	Paul	J.	Molinaro	M.D., J.D.
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	Leslie	C.	Nichols	(Ret.)
Judge	Margaret	L.	Oldendorf	(Ret.)
Judge	Benny	C.	Osorio	(Ret.)
Judge	Yvette	M.	Palazuelos	(Ret.)
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.)
Judge	Charles	G.	Rubin	(Ret.)
Judge	Keith		Schulner	(Ret.)
Judge	Mary	Fingal	Schulte	(Ret.)
Mr.	Thomas	E.	Sharkey	Esq.
Judge	Bruce		Smith	(Ret.)
Judge	James	L.	Smith	(Ret.)
Mr.	Peter		Smith	Esq.
Judge	Michael	C.	Solner	(Ret.)
Judge	David		Sotelo	(Ret.)
Ms.	Janice	L.	Sperow	Esq.
Mr.	Gary	N.	Stern	Esq.
Judge	Mary	H.	Strobel	(Ret.)

## OIA Panel of Neutral Arbitrators

### Southern California

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Ms.	Dana		Susson	Esq.
Judge	Paul	T.	Suzuki	(Ret.)
Judge	Norman	Perry	Tarle	(Ret.)
Judge	Randa	M.	Trapp	(Ret.)
Judge	Emily	E.	Vasquez	(Ret.)
Ms.	Ellie	K.	Vilendrer	Esq.
Judge	Thomas	E.	Warriner	(Ret.)
Justice	Thomas	L.	Willhite	Jr., (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

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Judge	Monica		Bachner	(Ret.)
Judge	Jeffrey	B.	Barton	(Ret.)
Judge	Paul	L.	Beeman	(Ret.)
Judge	David	L.	Belz	(Ret.)
Judge	Patricia		Benke	(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.)
Ms.	Cynthia	H.	Cwik	Esq.
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.
Judge	Sherrill	A.	Ellsworth	(Ret.)
Judge	James	C.	Emerson	(Ret.)
Judge	John	G.	Evans	(Ret.)
Judge	Bryan	F.	Foster	(Ret.)
Mr.	Thomas	I.	Friedman	Esq.
Mr.	Kenneth	D.	Gack	Esq.
Judge	William	V.	Gallo	(Ret.)
Judge	Geoffrey		Goodman	(Ret.)
Mr.	Geoffrey	S.	Gray	Esq.
Judge	Margaret		Grignon	(Ret.)
Mr.	Robert	T.	Hanger	Esq.
Mr.	Stephen	L.	Hewitt	Esq.
Judge	Herbert	B.	Hoffman	(Ret.)
Judge	Russell	L.	Hom	(Ret.)
Judge	Lon		Hurwitz	(Ret.)
Mr.	Robert		Jacobs	Esq.
Mr.	David	M.	Karen	Esq.
Judge	Charles		Margines	(Ret.)
Judge	Linda	S.	Marks	(Ret.)
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	Leslie	C.	Nichols	(Ret.)
Judge	Yvette	M.	Palazuelos	(Ret.)
Mr.	Alan	S.	Petlak	Esq.
Judge	Mark	H.	Pierce	(Ret.)
Mr.	Daniel	E.	Platt	Esq.
Mr.	Gregory	A.	Post	Esq.

## OIA Panel of Neutral Arbitrators

### San Diego

<b>Title</b>	<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Suffix</b>
Judge	Ronald	Steven	Prager	(Ret.)
Judge	Russell	D.	Pulver	(Ret.)
Judge	Linda		Quinn	(Ret.)
Judge	Sheridan		Reed	(Ret.)
Judge	Gerald		Rosenberg	(Ret.)
Mr.	Gene	E.	Royce	Esq.
Judge	Charles	G.	Rubin	(Ret.)
Mr.	Michael	F.	Saydah	Esq.
Judge	Mary	Fingal	Schulte	(Ret.)
Mr.	Thomas	E.	Sharkey	Esq.
Judge	Bruce		Smith	(Ret.)
Mr.	Peter		Smith	Esq.
Ms.	Janice	L.	Sperow	Esq.
Mr.	Gary	N.	Stern	Esq.
Judge	Nita	L.	Stormes	(Ret.)
Ms.	Dana		Susson	Esq.
Judge	Norman	Perry	Tarle	(Ret.)
Judge	Timothy	B.	Taylor	(Ret.)
Judge	Randa	M.	Trapp	(Ret.)
Judge	Emily	E.	Vasquez	(Ret.)
Ms.	Ellie	K.	Vilendrer	Esq.
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 L**

## **List of Awards to Claimants**

## List of 2025 Awards to Claimants

<b>Case Number</b> (not actual OIA case number)	<b>Amount of Awards</b>	<b>Month/Year</b>
1	\$2,156,635.00	04/25
2	\$1,417,311.97	10/25
3	\$1,460,000.00	10/25
4	\$530,084.28	10/25
5	\$1,562,677.00	12/25
6	\$300,000.00	12/25

# **EXHIBIT M**

## **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.



## 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 \_\_\_\_\_

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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: \_\_\_\_\_

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

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

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

**4. My income and expenses change significantly from month to month. \_\_\_Yes \_\_\_No**

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

**5. Monthly Income**

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

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

i. \_\_\_\_\_ \$\_\_\_\_\_

ii. \_\_\_\_\_ \$\_\_\_\_\_

iii. \_\_\_\_\_ \$\_\_\_\_\_

iv. \_\_\_\_\_ \$\_\_\_\_\_

v. \_\_\_\_\_ \$\_\_\_\_\_

vi. \_\_\_\_\_ \$\_\_\_\_\_

c. My total monthly payroll deductions: \$\_\_\_\_\_

d. My net monthly pay: \$\_\_\_\_\_

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

e. My monthly income from other sources:

Source: Amount:

a. \_\_\_\_\_ \$\_\_\_\_\_

b. \_\_\_\_\_ \$\_\_\_\_\_

c. \_\_\_\_\_ \$\_\_\_\_\_

Total income from other sources: \$\_\_\_\_\_

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

(Add Line d and Line e)

**6. My Monthly Financial Obligations**

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

Name	Age	Relationship	Gross Monthly Income

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

**7. My Monthly Financial Obligations**

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



# **EXHIBIT N**

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





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

5 4 3 2 1 N/A  
Agree Disagree

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

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

5 4 3 2 1 N/A  
Agree Disagree

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

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

5 4 3 2 1 N/A  
Agree Disagree

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

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

5 4 3 2 1 N/A  
Agree Disagree

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

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

5 4 3 2 1 N/A  
Agree Disagree

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

### Claimant and Attorney Evaluations of Neutrals; Statistical Summary of 2025 Responses

Claimant or Respondent?	Evals	Fair	Respectful	Timely	Response	Explained	Knew Law	Knew Facts	Decision	Billed	Fees	Recommend	Cnt/Avg
	Rec'd	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	
Claimant Attorney Count	6	6	6	6	6	6	6	6	6	3	3	6	
Claimant Attorney Average		2.8	4.2	4.3	4.7	3.5	3.2	3.2	3.8	3.0	2.7	2.8	3.5
Pro Per Count	8	7	7	8	7	7	6	7	7	3	3	4	
Pro Per Average		1.7	3.3	2.4	2.4	2.3	1.2	2.4	2.3	3.7	2.3	1.0	2.3
Respondent Count	27	27	27	27	27	27	26	27	27	26	26	27	
Respondent Average		4.9	5.0	4.9	5.0	4.9	4.9	4.9	5.0	5.0	5.0	4.9	4.9
Total Count	41	40	40	41	40	40	38	40	40	32	32	37	
Total Average		4.1	4.6	4.3	4.5	4.2	4.0	4.2	4.3	4.7	4.5	4.1	4.3

# **EXHIBIT O**

## **Questionnaire for Neutral Arbitrators**



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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **EXHIBIT P**

## **Party or Attorney Evaluation of Arbitration System**



# **EXHIBIT Q**

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

## OIA 2025 Annual Report: Summary

### Overview

The Office of the Independent Administrator (OIA) publishes this annual report covering the period January 1 through December 31, 2025. The OIA administers the arbitration system between Kaiser Foundation Health Plan, Inc. (Kaiser) and its California members. The system has been independently administered since 1999. Oversight is provided by the Arbitration Oversight Board (AOB). The system's core goals — fairness, timeliness, low cost, and privacy — are enshrined in Rule 1 of the arbitration rules.

### Caseload and Claims

The OIA received 690 new demands for arbitration in 2025, an increase of 114 cases over the prior year. Geographically, 382 came from Northern California, 275 from Southern California, and 33 from San Diego. The overwhelming majority — 90% (624 cases) — involved allegations of medical malpractice. The remaining cases involved premises liability (4%), other torts (4%), and benefits or coverage disputes (under 1%).

A notable trend is the sharp rise in self-represented claimants. In 2025, 38% of claimants (261 cases) had no legal representation — an all-time high compared to a historical average of 26%, and up 7% from the prior year. Neutral arbitrators continued to flag challenges posed by *pro per* claimants, including difficulty following procedural rules. Some arbitrators recommended the OIA establish a *pro bono* attorney panel or provide more robust guidance materials for unrepresented claimants.

### Case Outcomes

Of the 529 cases that closed after the arbitration process was formally initiated:

- **Settlements (57%)** were the most common outcome — the highest settlement rate in the OIA's history. Of these, 48 settled at the Mandatory Settlement Meeting (MSM). The average time to reach settlement was 440 days.
- **Withdrawals (20%)** represented a new low, with 51% of withdrawn cases involving *pro per* claimants. The average time to withdrawal was 243 days.
- **Summary Judgment (14%)** was granted in Kaiser's favor in 76 cases. *Pro per* claimants were involved in 75% of these cases. The most common reasons were failure to produce an expert declaration (31 cases) and failure to file an opposition (28 cases).
- **Dismissed Cases (5%)**: Neutral arbitrators dismissed 25 cases, 92% of which involved *pro per* claimants.
- **Heard Cases (4%)**: Twenty-three cases proceeded to a full arbitration hearing. Kaiser prevailed in 74% of those. Claimants won 6 cases, with awards ranging from \$300,000 to \$2,156,635 and an average of \$1,237,785. Eight of those hearings were "regular" cases, closing on average in 460 days.

In total, more than half (58%) of all claimants received some form of compensation — either through settlement or a favorable hearing outcome.

### **Timeliness and Arbitrator Selection**

The OIA met its timeliness benchmarks across the board. Neutral arbitrators were selected in an average of 52 days — six days faster than the prior year and the best on record. For cases with no delays, the average was only 22 days. By comparison, the pre-OIA Kaiser system averaged 674 days to select a neutral arbitrator.

Cases closed on average in 405 days (~13.5 months), comfortably within the 18-month deadline set for regular cases. Seventy-nine percent of cases closed within 18 months, and 47% closed within one year. Only two cases closed after their award deadline in 2025.

Of the 585 cases in which a neutral arbitrator was selected, 66.5% proceeded without any delay. In 28% of cases, claimants requested a 90-day postponement under Rule 21. Disqualifications occurred in 3% of cases, with claimants disqualifying 39 arbitrators and Kaiser disqualifying 17.

### **Neutral Arbitrator Panel**

The OIA maintained a panel of 195 neutral arbitrators — unchanged from the prior year. Fifty-eight percent were retired judges, the highest proportion in the OIA's history. Arbitrators are distributed across three regional panels: Northern California (104), Southern California (116), and San Diego (79), with 74 serving on multiple panels.

Sixty-seven percent of panel members served on at least one case in 2025, averaging three assignments each. Nineteen arbitrators wrote 23 awards; 79% wrote only a single award. Four arbitrators made awards exceeding \$750,000 (ranging from \$1,417,312 to \$2,156,635), and all but one have since been selected to serve again — addressing a longstanding concern about whether Kaiser would effectively sideline arbitrators who rule against it.

Neutral arbitrators set their own fees, ranging from \$250 to \$2,000 per hour (average: \$853/hour). Kaiser paid 100% of neutral arbitrator fees in 95% of closed cases that had fees, with an average fee of \$11,083 per case. In cases decided after hearing, the average fee rose to \$71,453.

### **Evaluations and Satisfaction**

Satisfaction with the OIA system remained high across all stakeholders. Neutral arbitrators rated the OIA at 5.0/5.0 for willingness to participate again and responsiveness to concerns. Ninety-six percent said the OIA experience was equal to or better than the state court system. Parties rated procedures and responsiveness at an average of 4.5–4.8 out of 5, and 95% rated the OIA system equal to or better than Superior Court — up 3% from the prior year.

However, the OIA flagged a serious decline in evaluation response rates. Party response rates to neutral arbitrator evaluations dropped to 16% (from 36% in 2016), and OIA system evaluation

responses fell to 10% (from 23% in 2016). The AOB convened a subcommittee and engaged consultant Thomas G. Rundall, PhD, who provided 12 recommendations for improving response rates. Most will be implemented starting January 2026.

### **Governance and System Developments**

Two long-serving AOB members resigned at the end of 2025 — former California Supreme Court Justice Carlos R. Moreno and Donna L. Yee, PhD — and René Rambo-Rogers joined in March 2025. The AOB formed a nominating committee to fill additional seats on the Board.

An independent records audit conducted in March found no material exceptions. A separate confidential IT and security audit is planned for the first half of 2026.

The OIA also developed a new panel of 25 process arbitrators specifically for mass arbitrations.

### **Conclusion**

The 2025 report reflects a system that continues to meet its core goals of fairness, timeliness, and cost efficiency. Case volume increased, settlement rates reached an all-time high, and arbitrators were selected faster than ever. The most pressing challenges heading into 2026 are the record proportion of unrepresented claimants and declining evaluation response rates — both of which the OIA and AOB have taken active steps to address.