

DISCLOSURE MEMORANDUM AND CHECKLIST (CALIFORNIA)

MEMORANDUM

TO: All parties (see attached service list):

FROM: JAMS

DATE: October 5, 2015 vs.

JAMS Ref.

Panelist:

Your confidence in selecting JAMS to arbitrate this matter is appreciated. In accordance with the disclosure requirements of C.C.P. 170.1, 1281.6, 1281.85, 1281.9, 1281.95, and 1297.121; JAMS Ethical Guidelines for Arbitrators, and California Rules of Court Ethics Standards for Neutral Arbitrators in Contractual Arbitration the following information is submitted.

Based upon the arbitrator's own knowledge as well as a good faith search of records available to the arbitrator and JAMS personnel and, further based on the information supplied concerning the names of the parties and their counsel, we attach a disclosure report and checklist listing any prior or pending cases involving the parties, counsel or counsels' firms. The attached report was prepared by JAMS personnel and reviewed by the arbitrator. Nothing in this report would, in the arbitrator's opinion, prohibit the arbitrator from impartially serving in this case.

The nominated or appointed arbitrator has made a reasonable effort to inform him/herself of any matters that could cause a person aware of the facts to reasonably entertain a doubt that as the proposed arbitrator s/he would be able to be impartial. In addition, s/he has disclosed all such matters to the parties to the best of his/her knowledge according to statutory and ethical guidelines. CRC Ethics Standards 7(b). With respect to any service commenced prior to July 1, 2002 by the arbitrator as a dispute resolution neutral other than as an arbitrator in another pending or prior case involving a party or lawyer in the current arbitration or a lawyer who is currently associated in the private practice of law with a lawyer in the arbitration, the arbitrator has sought the information from the dispute resolution provider organizations administering those prior services and has disclosed all required information within the arbitrator's knowledge pertaining to those services/relationships. CRC Ethics Standards

Each participant in this arbitration is asked to advise all parties and JAMS of any information that is inconsistent with or not included in the provided disclosure, such as any matters that may affect the arbitrator's ability to be impartial. Please advise the arbitrator's Case Manager Melissa Ornstil, Esq. at 415-774-2600 if you know of any additional information that should be in the disclosure report to all parties. The Case Manager can arrange a conference call to discuss any supplemental information or disclosure questions. JAMS and the arbitrator will rely upon the parties' disclosure to us of information which is inconsistent with or not included in the disclosure provided.

Please be advised that if item 16 of the Arbitrator Disclosure Checklist is checked "yes," the arbitrator will entertain offers of employment or new professional relationships in any capacity other than as a lawyer, expert witness, or consultant from a party, lawyer in the arbitration, or lawyer or law firm that is currently associated in the private practice of law with a lawyer in the arbitration while that arbitration is pending, including offers to serve as a dispute resolution neutral in another case. In non-consumer arbitrations, this disclosure satisfies the arbitrator's continuing obligation pursuant to Ethics Standards 7(e), and constitutes a waiver of any further requirement to disclose subsequent employment involving the same parties or lawyers or law firms. Any request to disqualify an arbitrator after appointment shall be governed by the applicable JAMS Rules.



DISCLOSURE CHECKLIST FOR ALL ARBITRATIONS (CALIFORNIA)

Arbitrator Disclosure Checklist pursuant to:
, CCP 170.1, 1281.6, 1281.85 1281.9, 1281.95, 1297.121 e
JAMS Ethical Guidelines for Arbitrators • California Rules
of Court Ethics Standards for
Neutral Arbitrators in Contractual Arbitration
(hereinafter "CRC Ethics Standards")

Case Title:

JAMS Ref.#:

Panelist Name:

Checklist supplements disclosure reports 16A & 16C

Yes No

I. Arbitrator or member of arbitrator's Immediate or Extended Family [The term "member of the arbitrator's 'Extended Family'" includes the members of arbitrator's Immediate Family (The term "member of arbitrator's 'Immediate Family'" includes the arbitrator's spouse or domestic partner, as defined in Family Code section 297, and a minor child living in arbitrator's household) and the parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, siblings, uncles, aunts, nephews, or nieces of the arbitrator or the arbitrator's spouse or domestic partner or the spouse or domestic partner of such person.] is a party, the spouse or domestic partner of a party, an officer, director, or trustee of a party? CRC Ethics Standards 7(d)(1).

2. a. Arbitrator, or the spouse, former spouse, domestic partner, child, sibling, or parent of the arbitrator or the arbitrator's spouse or domestic partner is:

(A) A lawyer in the arbitration?

(B) The spouse or domestic partner of a lawyer in the arbitration?

(C) Currently associated in private practice of law with a lawyer in the arbitration? CRC Ethics Standards

2.b. Has the arbitrator or the arbitrator's spouse or domestic partner been associated in the private practice of law with a lawyer in the arbitration within the preceding two years? CRC Ethics Standards 7(d)(2)(B).

3. Arbitrator or a member of arbitrator's Immediate Family has or has had a significant personal relationship with any party or lawyer for a party? CRC Ethics Standards 7(d)(3).

4. Arbitrator is serving or within preceding 5 years has served:

(A) As a neutral arbitrator in another arbitration involving a party, lawyer for a party, or law firm for a party to the current arbitration?

(B) As a party-appointed arbitrator in another arbitration for either a party, lawyer for a party, or law firm for a party?

(C) As a neutral arbitrator in another arbitration in which s/he was selected by a person serving as a party-appointed arbitrator in the current arbitration?

If the combined total of the cases disclosed under (A), (B) or (C) is greater than 5, arbitrator must state the total number of cases in which arbitrator served in each capacity and the number of cases in which

Yes

the party to the current arbitration or the party represented by the lawyer for a party in the current arbitration was the prevailing party. CRC Ethics Standards 7(d)(4)(C).

This Disclosure Checklist and related material are the property of or used in whole or in part any way of JAMS.

Yes No

5. Arbitrator is serving or has served as a dispute resolution neutral other than an arbitrator in another pending or Prior Case involving a party or lawyer in the current arbitration or a lawyer who is currently associated in the private practice of law with a lawyer in the arbitration?

(A) For purposes of this question "Prior Case" means any case in which the arbitrator concluded his/her service as a dispute resolution neutral within 2 years prior to the date of the arbitrator's proposed nomination or appointment.

(B) If the arbitrator is serving or has served in such capacity, s/he must disclose:

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

(C) If the total number of cases disclosed under this question is greater than 5, the arbitrator must provide a summary of the cases that states (i) the number of pending cases in which the arbitrator is currently serving in each capacity; (ii) the number of prior cases in which the arbitrator previously served in each capacity; (iii) the number of prior cases in which the arbitrator rendered a decision as a temporary judge or referee; and (iv) the number of such prior cases in which the party to the current arbitration or the party represented by the lawyer for a party in the current arbitration was the prevailing party. CRC Ethics Standards 7(d)(5)(c).

This information is set forth in the attached Disclosure Reports. For confidentiality reasons, JAMS does not disclose the names of the parties in prior or pending mediations who are not parties in the current matter.

6.a. Arbitrator has or has had an attorney-client relationship with a party or lawyer for a party to the current arbitration, including:

(A) An officer, a director, or trustee of a party is or, within the preceding 2 years, was a client of the arbitrator in the arbitrator's private practice of law or a client of a lawyer with whom the arbitrator is or was associated in the private practice of law?

(B) In any other proceeding involving the same issues, the arbitrator gave advice to a party or a lawyer in the arbitration concerning any matter involved in the arbitration?

(C) The served as a lawyer for or as an officer of a public agency which is a party and personally advised or in any way represented the public agency concerning the factual or legal issues in the arbitration. CRC Ethics Standards 7(d)(7).

6.b. The arbitrator or a member of the arbitrator's Immediate Family is or, within the preceding two years, was an employee of or an expert witness or a consultant for a party or for a lawyer in the arbitration. CRC Ethics Standards 7(d)(8).

7. Arbitrator or arbitrator's Immediate Family has or has had any other professional relationship with a

party or lawyer for a party? CRC Ethics Standards 7(d)(9).

8. Arbitrator or member of arbitrator's Immediate Family has a Financial Interest in a party?
CRC Ethics Standards

Disclosure Checklist and related material are the copyrighted property of or in whole or in part in any way without written permission of JAMS.

The term "Financial Interest" according to Calif. Code of Civil Procedure 170.5 means ownership of more than a 1 % legal or equitable interest in a party, or a legal or equitable interest in a party of a fair market value in excess of \$ 1 ,500, or a relationship as director, advisor or other active participant in the affairs of a party except as follows: (1) Ownership in a mutual or common investment fund that holds securities is not a "financial interest" in those securities unless the judge participates in the management of the fund. (2) An office in an educational, religious, charitable, fraternal, or civic organization is not a "financial interest" in securities held by the organization. (3) The proprietary interest of a policyholder in a mutual insurance company, or a depositor in a mutual savings association, or a similar proprietary interest, is a "financial interest" in the organization only if the outcome of the proceeding could substantially affect the value of the interest.

This JAMS. They cannot be copied, reprinted used

O JAMS 2014. All rights reserved.

9. Arbitrator or member of arbitrator's Immediate Family has a financial interest in the subject matter of the arbitration? CRC Ethics Standards 7(d)(11).

10. Arbitrator or member of arbitrator's Immediate Family has an interest that could be substantially affected by the outcome of the arbitration? CRC Ethics Standards 7(d)(12).

11. Arbitrator or member of arbitrator's Immediate or Extended Family has personal knowledge of disputed evidentiary facts relevant to the arbitration? A person likely to be a material witness in the proceeding is deemed to have personal knowledge of disputed evidentiary facts. CRC Ethics Standards 7(d)(13).

12. Is the arbitrator a member of an organization that practices invidious discrimination on the basis of race, sex, religion, national origin, or sexual orientation?
 Membership in a religious organization, official military organization of the United States, or a nonprofit youth organization need not be disclosed unless it would interfere with the arbitrator's proper conduct of the proceeding or would cause a person aware of the fact to reasonably entertain a doubt concerning the arbitrator's ability to act impartially. CRC Ethics Standards 7(d)(14).

13. Is there any other matter that:
 (A) Might cause a person aware of the facts to reasonably entertain a doubt that the arbitrator would be able to be impartial?
 (B) Leads the proposed arbitrator to believe there is a substantial doubt as to his or her capacity to be impartial, including, but not limited to, bias or prejudice toward a party, lawyer, or law firm in the arbitration?
 (C) Otherwise leads the arbitrator to believe that his or her disqualification will further the interests of justice? CRC Ethics Standards 7(d)(15).

14. Is the arbitrator not able to properly perceive the evidence or properly conduct the proceedings because of a permanent or temporary physical impairment? CRC Ethics Standards 7(e)(2).

15. Are there any constraints on the arbitrator's availability known to the arbitrator that will interfere with his or her ability to commence or complete the arbitration in a timely manner? CRC Ethics Standards 7(e)(2).

16. Will the arbitrator entertain offers of employment or new professional relationships in any capacity other than as a lawyer, expert witness, or consultant from a party, lawyer in the arbitration, or lawyer or law firm that is currently associated in the private practice of law with a lawyer in the arbitration while that arbitration is pending, including offers to serve as a dispute resolution neutral in another case?
CRC Ethics Standards

If this is a nonconsumer arbitration, this disclosure constitutes a waiver of any further requirement to disclose offers of subsequent employment involving the same parties or lawyers or law firms. (CRC Ethics Standards 12(b).)

If this is a consumer arbitration, the arbitrator will inform the parties of a subsequent offer while this arbitration is pending. (CRC Ethics Standards 12(d).

17. Does the arbitrator have any current arrangement with a party concerning prospective employment or other compensated service as a dispute resolution neutral or is he or she participating in, within the last two years, has he or she participated in discussions regarding such prospective employment or service with a party?
CRC Ethics Standards 7(d)(6).

The arbitrator is a full-time dispute resolution neutral, working exclusively through JAMS. It is possible that over the past two (2) years, the neutral or JAMS has been contacted by a party or one or more of the attorneys

in this case regarding prospective employment on another matter which may or may not have resulted in his or her selection.

the

No

18. Has or will the arbitrator at any time, without the informed written consent of a party, enter(ed) into any professional relationship or accept(ed) employment in another matter in which information that s/he has received in confidence from a party by reason of serving as an arbitrator in a case is material? CRC Ethics Standards 12(e).

19. In a binding arbitration of any claim for more than three thousand dollars (\$3,000) pursuant to a contract for the construction or improvement of residential property consisting of one to four units, the arbitrator shall, within 10 days following his or her appointment, provide to each party a written declaration under penalty of perjury disclosing the following: N/A ____ (A) Whether the arbitrator or his/her employer or arbitration service had or has a personal or professional affiliation with either party?
(B) Whether the arbitrator or his/her employer or arbitration service has been selected or designated as an arbitrator by either party in another transaction? CCP 1281.95.

20. Has the arbitrator sought information about relationships or other matters involving his or her Immediate Family, Extended Family living in his or her household, and former spouse? CRC Ethics Standards 90).

Unless otherwise disclosed below, the arbitrator has made a general inquiry of his or her family members about their potential connection to matters that may be handled by the arbitrator. Those family members have indicated they do not intend to provide the arbitrator with specific information or answer specific inquiries. The arbitrator will advise the parties of any connections of which s/he is independently aware by virtue of his/her direct knowledge and will make specific inquiries where so warranted or specifically requested by a party. Otherwise, this satisfies the disclosure requirements of Ethics Standard 9(b) and constitutes a waiver of any further requirement to make specific inquiry of family members.

21. Do you participate in social networking sites such as Facebook, Twitter, or LinkedIn?

If the arbitrator marked this question, "Yes," it is possible that one of the lawyers or member of a law firm involved in this matter is in some way connected to the Arbitrator through this professional networking application. However, none of these contacts rises to the level of a prior business relationship that might cause a person aware of the facts to reasonably entertain a doubt that the arbitrator would be able to be impartial, unless otherwise noted below.

22. Has the arbitrator been disbarred or had his or her license to practice a profession or occupation revoked by a professional or occupational disciplinary agency or licensing board, whether in California or elsewhere? CRC Ethics Standards 7(e).

23. Has the arbitrator resigned his or her membership in the State Bar or another professional or occupational licensing agency or board, whether in California or elsewhere, while public or private disciplinary charges were pending? CRC Ethics Standards 7(e).

24. Other than that covered under Question 22 above, within the preceding 10 years, has public discipline been imposed on the arbitrator by a professional or occupational disciplinary agency or licensing board, whether in California or elsewhere? CRC Ethics Standards 7(e).

This used in cannot be copied, reprinted O
JAMS. They JAMS 2014. All rights reserved.
The attorneys listed above have declined to provide any information with respect to their cases or clients, as such information is confidential. The arbitrator has no independent knowledge of any such matters to disclose.

Question #: Explanation:

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840.

1. Having been nominated or appointed as an arbitrator, I have made a reasonable effort to inform myself of any matters that could cause a person aware of the facts to reasonably entertain a doubt that as the arbitrator I would be able to be impartial. In addition, I have disclosed all such matters to the parties. CRC Ethics Standards 7(d).

Disclosure Checklist and related material are the copyrighted property of or in whole or part in any way without written permission of JAMS.

associated in the private practice of law with a lawyer in the arbitration, I have sought the information from the dispute resolution provider organizations administering those prior services and have disclosed all required information within my knowledge pertaining to those services/relationships. CRC Ethics Standards 9.

3. I practice in association with JAMS. Each JAMS neutral, including me, has an economic interest in the overall financial success of JAMS. In addition, because of the nature and size of JAMS, the parties should assume that one or more of the other neutrals who practice with JAMS has participated in an arbitration, mediation or other dispute resolution proceeding with the parties, counsel or insurers in this case and may do so in the future.

4. My responses to the questions above are true and correct to the best of my knowledge, and I realize that my response to question # 19 above is declared under penalty of perjury.

5. Please note JAMS neutrals regularly engage in speaking engagements, CLEs, discussion groups and other professional activities, and it is possible that a lawyer or law firm connected with this proceeding either attended, participated or was on a panel with the Arbitrator.

6. Attached are the JAMS Arbitration Administration Policies and Arbitrator Fee Schedule, which, along with the rules applicable to this particular arbitration, address disclosures required by CRC Ethics Standard 16.

Date:_____

Signature of Arbitrator:

Important Note Regarding Consumer Arbitration:

Based on the parties' written submissions, JAMS has determined that this:

IS NOT a Consumer Arbitration

IS a Consumer Arbitration

See "Supplemental Arbitrator Disclosure for Consumer Arbitrations."

As defined by California Rules of Court Ethics Standards for Neutral Arbitrators, Standard 2(d) and (e): "Consumer arbitration" means an arbitration conducted under a pre-dispute arbitration provision contained in a contract that meets the criteria listed in paragraphs (1) through (3) below. "Consumer arbitration" excludes arbitration proceedings conducted under or arising out of public or private sector labor-relations laws, regulations, charter provisions, ordinances, statutes, or agreements.

- (1) The contract is with a consumer party, as defined below;
- (2) The contract was drafted by or on behalf of the non-consumer party; and
- (3) The consumer party was required to accept the arbitration provision in the contract.

"Consumer party" is a party to an arbitration agreement who, in the context of that arbitration agreement, is any of the following:

- (1) An individual who seeks or acquires, including by lease, any goods or services primarily for personal, family, or household purposes including, but not limited to, financial services, insurance, and other goods and services as defined in section 1761 of the Civil Code;
- (2) An individual who is an enrollee, a subscriber, or insured in a health-care service plan within the meaning of section 1345 of the Health and Safety Code or health-care insurance plan within the meaning of section 106 of the Insurance Code;
- (3) An individual with a medical malpractice claim that is subject to the arbitration agreement; or
- (4) An employee or an applicant for employment in a dispute arising out of or relating to the employee's employment or the applicant's prospective employment that is subject to the arbitration agreement.



SUPPLEMENTAL ARBITRATOR DISCLOSURE FOR CONSUMER ARBITRATIONS

Supplemental Arbitrator Disclosure Checklist pursuant to:

- California Rules of Court Ethics Standards for Neutral Arbitrators in Contractual Arbitration (hereinafter "CRC Ethics Standards"), Standard 7(b)(12)

Case Title: .

This Disclosure Checklist and related material are the copyrighted property of JAMS. They cannot be copied, reprinted or used in whole or in part in any way without written permission of JAMS. © JAMS 2014. All rights reserved.

JAMS Ref.#:

Panelist Name:

Checklist supplements disclosure reports 16A & 16C.

"Consumer Arbitration" means an arbitration conducted under a pre-dispute arbitration provision contained in a contract that meets the criteria listed as (1) through (3) below. Specifically excluded from this definition are arbitration proceedings conducted under or arising out of public or private sector labor-relation laws, regulations, charter provisions, ordinances, statutes or agreements.

- (1) Contract is with a consumer party
- (2) Contract was drafted by or on behalf of the non-consumer party; and
- (3) Consumer party was required to accept the arbitration provision in the contract. CRC Ethics Standards 2(d).

"Consumer party" is a party to an arbitration agreement who is any of the following:

- (1) Individual who seeks or acquires, included by lease, any goods or services primarily for personal, family, or household purposes including, but not limited to, financial services, insurance, and other goods and services as defined in Cal. Civil Codes 1761.
- (2) Individual who is an enrollee, subscriber, or insured in a health-care service plan within the meaning of Cal. Health & Safety Code 1345 or health-care insurance plan within the meaning of Cal. Insurance Code 106.
- (3) Individual with a medical malpractice claim that is subject to the arbitration agreement; or
- (4) Employee or applicant for employment in a dispute arising out of or relating to the employee's employment or applicant's prospective employment that is subject to the arbitration agreement. CRC Ethics Standards 2(e). Yes
No

1. Does JAMS have a financial interest in a party? CRC Ethics Standards 8(b)(1)(A). o (X)

2. Is a party, a lawyer in the arbitration or law firm with which a lawyer in the arbitration is currently associated a member of the provider organization? CRC Ethics Standards 8(b)(1)(B). (X)

3. Within the preceding 2 years has the provider organization received a gift, bequest, or favor from a party, lawyer in the arbitration, or law firm with which a lawyer in the arbitration is currently affiliated? CRC Ethics Standards 8(b)(1)(C). (X)

4. Has the provider organization entered into, or does the arbitrator currently expect that the provider organization will enter into, an agreement or relationship with any party or lawyer in the current arbitration or a law firm with which a lawyer in the current arbitration is currently affiliated under which the provider organization will administer, coordinate, or provide dispute resolution services in other matters or will provide other consulting services for that party, lawyer or law firm? CRC Ethics Standards 8(b)(1)(D).

JAMS is a nationwide provider of ADR services and is often written into contracts and agreements as an ADR provider. You may assume that one or more of the parties or lawyers involved in this case currently names or has named JAMS as an ADR provider in contracts.

5. Is the provider organization coordinating, administering, or providing dispute resolution services or has the (X) () provider organization coordinated, administered, or provided such services in another pending or prior case in which a party or lawyer in the current arbitration was a party or lawyer? CRC Ethics Standards 8(b)(1)(E).

6. If a relationship or affiliation is disclosed above, the arbitrator must also provide information about the following:

This Disclosure Checklist and related material are the copyrighted property of JAMS. They cannot be copied, reprinted or used in whole or in part in any way without written permission of JAMS. © JAMS 2014. All rights reserved.

(A) Any financial relationship or affiliation the arbitrator has with the provider organization other than receiving referrals of cases? CRC Ethics Standards 8(c)(1).

Please be advised that some JAMS panelists are shareholders of JAMS, Inc., a nationwide ADR provider. All JAMS panelists share in the professional fees paid to JAMS for the cases over which the panelist presides. Is the arbitrator a shareholder panelist?

(B) JAMS' process and criteria for recruiting, screening, and training the panel of arbitrators from which the arbitrator in this case is to be selected involves the following:

JAMS seeks to recruit full time ADR neutrals who have a reputation in their local legal communities as experienced, fair professionals. All JAMS neutrals practice exclusively with JAMS. They are required to take internal mediation and arbitration skills workshops, presented on at least a semi-annual basis.

In addition, JAMS offers regular training sessions for its neutrals on developments in the law, ethical issues and mediation and arbitration skills. Instruction is provided by experienced neutrals, law professors and experienced ADR trainers. CRC Ethics Standards 8(c)(2).

(C) JAMS' process for identifying, recommending, and selecting potential arbitrators for specific cases involves the following:

JAMS employs Case Managers in each of its offices. They handle each arbitration by first gaining an understanding of the nature of the case, either by reviewing the submission documents, or by speaking with counsel for the parties to the dispute. Based on the nature of the case, they recommend neutrals who have the skill and experience in the subject matter presented, have the time and geographical availability and who meet any other qualification defined by the parties. To aid their recommendations, Case Managers provide biographical material concerning each neutral, solicit feedback from other clients concerning the neutral's effectiveness in particular case types, and review the recommendations with their local managers. In some cases, they consult with members of JAMS National Arbitration Committee to ensure that the best qualified neutrals are recommended for each arbitration. CRC Ethics Standards

(D) JAMS' National Arbitration Committee from time to time may be called upon by parties in ruling on requests for disqualification of the arbitrator. In such instances, all parties are requested to submit their arguments in writing to JAMS' National Arbitration Committee prior to determination. CRC Ethics Standards 8(c)(4).

7. If the total of the cases disclosed under question 5 (pursuant to CRC Ethics Standard 8(b)(1)) is greater than 5, the arbitrator must state (i) the number of pending cases in which the provider organization is currently providing each type of dispute resolution services; (ii) the number of prior cases in which the provider organization previously provided each type of dispute resolution services; (iii) the number of such prior cases in which a neutral affiliated with the provider organization rendered a decision as an arbitrator, a temporary judge, or a referee; and (iv) the number of prior cases in which the party to the current arbitration or the party represented by the lawyer in the current arbitration was the prevailing party. CRC Ethics Standards 8(b)(1)(E)(3).

Declarations of Arbitrator:

With respect to the above consumer arbitration disclosure questions, I have sought the required information from the dispute resolution provider organization administering those services and have disclosed all information within my knowledge pertaining to the relationships between the provider organization and the parties and lawyers in the arbitration.

CRC Ethics Standards 9(c)(1). and I was not able to obtain the following category of information from the provider organization:

Date: _____

Signature of Arbitrator: _____

This Disclosure Checklist and related material are the copyrighted property of JAMS. They cannot be copied, reprinted or used in whole or in part in any way without written permission of JAMS. © JAMS 2014. All rights reserved.

DISCLOSURE MEMORANDUM AND CHECKLIST (OUTSIDE CALIFORNIA)

MEMORANDUM

TO: All parties (see attached service list):

FROM: JAMS

DATE: October 5, 2015 vs.

JAMS Ref.

Panelist*

Your confidence in selecting JAMS to arbitrate this matter is appreciated. In accordance with JAMS Ethical Guidelines for Arbitrators, the following information is submitted.

Based upon the arbitrator's own knowledge as well as a diligent search of records available to the arbitrator and JAMS personnel, and further based on the information supplied concerning the names of the parties and their counsel, we attach a disclosure report and checklist identifying any prior or pending cases involving the parties, counsel or counsel's firms. The attached report was prepared by JAMS personnel and reviewed by the arbitrator. Nothing in this report would, in the arbitrator's opinion, prevent the arbitrator from impartially serving in this case.

The nominated or appointed arbitrator has made a reasonable effort to inform him/herself of any matters that could cause a person aware of the facts to reasonably entertain a doubt that, as the proposed arbitrator, s/he would be able to be impartial. In addition, s/he has disclosed all such matters to the parties to the best of his/her knowledge according to statutory and ethical guidelines.

Each participant in this arbitration is asked to advise all parties and JAMS of any information that is inconsistent with or not included in the provided disclosure, such as any matters that may affect the arbitrator's ability to be impartial. Please advise the arbitrator's Case Manager Melissa Ornstil, Esq. at 415-774-2600 if you know of any additional information that should be in the disclosure report to all parties. The Case Manager can arrange a conference call to discuss any supplemental information or disclosure questions.

JAMS and the arbitrator will rely upon the parties' disclosure to us of information which is inconsistent with or not included in the disclosure provided. Any request to disqualify an arbitrator after appointment shall be governed by the applicable JAMS Rules.



DISCLOSURE CHECKLIST FOR ALL ARBITRATIONS (NON-CALIFORNIA)

Arbitrator Disclosure Checklist pursuant to:

- Code of Ethics for Arbitrators in Commercial Disputes
- JAMS Ethical Guidelines for Arbitrators

Case Title:

JAMS Ref. #:

Panelist Name:

Checklist supplements disclosure report 16A

1. Arbitrator or member of arbitrator's family [The term "member of the arbitrator's family" includes the arbitrator's immediate family or member of the arbitrator's household] is a party, a party's spouse or domestic partner, an officer, director or trustee of a party?
2. Arbitrator or member of arbitrator's family is a lawyer in the arbitration, related to a lawyer in the arbitration or currently associated in the private practice of law with a lawyer in the arbitration?
3. Arbitrator or a member of arbitrator's family has or has had a significant personal relationship with any party or lawyer for a party?
4. Arbitrator is serving or within preceding 5 years has served:
 - (A) As a neutral arbitrator in another arbitration involving a party, lawyer for a party, or law firm for a party to the current arbitration?
 - (B) As a party-appointed arbitrator in another arbitration for either a party, lawyer for a party, or law firm for a party to the current arbitration?
 - (C) As a neutral arbitrator in another arbitration in which s/he was selected by a person serving as a party-appointed arbitrator in the current arbitration?
 - (D) As a dispute resolution neutral other than an arbitrator in another pending or prior case involving a party or lawyer in the current arbitration.
5. Arbitrator has or has had an attorney-client relationship with a party or lawyer for a party to the current arbitration, including representing the party; an officer, director or trustee of a party; or the arbitrator provided legal advice to a party or a lawyer in the arbitration concerning any matter involved in the arbitration?
6. Arbitrator or member of the arbitrator's family has or has had any other professional relationship with a party or lawyer for a party, including as an expert witness or consultant?
7. Arbitrator or member of arbitrator's family has a financial interest in a party? (The term "financial interest" means ownership of a legal or equitable interest, or a relationship as a director, adviser, or other active participant in the affairs of a party. [See, 28 U.S.C.A. sec. 455.]
8. Arbitrator or member of arbitrator's family has personal knowledge of disputed evidentiary facts relevant to the arbitration? A person likely to be a material witness in the proceeding is deemed to have personal knowledge of disputed evidentiary facts.
9. Is there any other matter that:
 - (A) Might cause a person aware of the facts to reasonably entertain a doubt that the arbitrator would be able to be impartial?
 - (B) Leads the proposed arbitrator to believe there is a substantial doubt as to his or her capacity to be impartial, including, but not limited to, bias or prejudice toward a party, lawyer, or law firm in the arbitration?
 - (C) Otherwise leads the arbitrator to believe that his or her disqualification will further the interests of justice?
10. Is the arbitrator not able to properly perceive the evidence or properly conduct the proceedings because of a permanent or temporary physical impairment?

Yes No
11. Are there any constraints on the arbitrator's availability known to the arbitrator that will interfere with his or her ability to commence or complete the arbitration in a timely manner?
12. Do you participate in social networking sites such as Facebook, Twitter, or LinkedIn?

If the arbitrator marked this question, "Yes," it is possible that one of the lawyers or member of a law firm involved in this matter is in some way connected to the Arbitrator through this professional networking application. However, none of these

contacts rises to the level of a prior business relationship that might cause a person aware of the facts to reasonably entertain a doubt that the arbitrator would be able to be impartial, unless otherwise noted below.

If the arbitrator has answered "yes" to any of the above questions, s/he will explain below and/or see attached rider:

| Question #: | Explanation: |
|-------------|---|
| 1 | 1. The first step is to identify the problem. In this case, the problem is that the company is not meeting its sales targets. |
| 2 | 2. The second step is to analyze the problem. This involves identifying the causes of the problem and determining the impact of the problem on the company. |
| 3 | 3. The third step is to develop a solution. This involves identifying the best course of action to take to solve the problem. |
| 4 | 4. The fourth step is to implement the solution. This involves putting the solution into action and monitoring the results. |
| 5 | 5. The fifth step is to evaluate the results. This involves assessing the effectiveness of the solution and determining if further action is needed. |

[illegible]

Declarations of Arbitrator:

1. Having been nominated or appointed as an arbitrator, I have made a reasonable effort to inform myself of any matters that could cause a person aware of the facts to reasonably entertain a doubt that as the proposed arbitrator I would be able to be impartial. In addition, I have disclosed all such matters to the parties.
2. I practice in association with JAMS. I and each other JAMS neutral have an economic interest in the overall financial success of JAMS. In addition, because of the nature and size of JAMS, the parties should assume that one or more of the other neuffals who practice with JAMS has participated in an arbifration, mediation or other dispute resolution proceeding with the parties, counsel or insurers in this case and may do so in the future.
3. My responses to the questions above are true and correct to the best of my klowledge.
4. Please note JAMS neutrals regularly engage in speaking engagements, CLEs, discussion groups and other professional activities, and it is possible that a lawyer or law firm connected with this proceeding either attended, participated or was on a panel with the Arbitrator.

Date:

Signature of Arbitrator: