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REPORTING CONSUMER ARBITRATION DATA IN CALIFORNIA

*AN ANALYSIS OF COMPLIANCE WITH CALIFORNIA CODE OF CIVIL
PROCEDURE §1281.96*

Prepared for:

**Mandatory Arbitration of Consumer Cases:
Re-examining California's Data Collection Law 10 Years Later
An Oversight Hearing of the Assembly Committee on the Judiciary**

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REPORTING CONSUMER ARBITRATION DATA IN CALIFORNIA

*AN ANALYSIS OF COMPLIANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE
§1281.96*

EXECUTIVE SUMMARY

California Code of Civil Procedure § 1281.96 requires private arbitration companies involved in consumer arbitrations to publish specific information about every consumer arbitration they administer. Through an Internet survey and a review of other sources, this study identified twenty six private arbitration companies involved in consumer arbitrations in California. Fifteen of those companies do not publish any of the information the statute requires.

Eleven companies publish at least some of the required information. A review of a sample of each company's reports, however, showed:

- Many published reports are incomplete, either omitting categories of information entirely or reporting information inconsistently or ambiguously.
- Although the statute requires companies to report the amount of the consumer's claim, many companies do not comply.
- Very few companies report the employee's salary range in employment arbitrations as the statute requires.
- Information about the number of times the non-consumer party previously arbitrated with the company is often reported inconsistently or ambiguously.
- Companies use idiosyncratic labels and categories to present the information, rather than using the categories the statute requires.

- While the statute requires companies to publish information in a “computer-searchable format,” only one company posts the data in a format that allows users to manipulate or sort the published information.

Section 1281.96 is intended to bring transparency to consumer arbitrations. Publishing complete, accurate data in an open source format or other sortable form would effectuate the statute’s goal of providing consumers, policy-makers and the public with useful information about arbitration’s fairness and efficiency. With complete, accurate information, particularly about the outcome and speed of arbitrations, consumers and policy-makers could assess the arbitration system’s fairness, detect repeat player bias, and impose greater accountability upon arbitration providers. Without complete and accurate information, policy makers and the public cannot assess whether the process is fair, cannot compare arbitration’s operation to other forms of dispute resolution, and cannot detect bias in the system or on the part of particular arbitration companies.

UPDATE: DECEMBER 2013

In May 2013, the Public Law Research Institute completed a report investigating compliance with California Code of Civil Procedure §1281.96, which requires private arbitration companies involved in consumer arbitrations to publish specific information about every consumer arbitration they administer. The report identified twenty-six private arbitration companies whose websites indicate they are involved in consumer arbitrations in California. Fifteen companies provided no disclosures at all. Of those fifteen, three companies had links on their websites that purported to link to their disclosures, but the links did not function. Eleven companies published at least some of the statutorily required information on their websites, although none of these companies fully complied with the statute.

The data for the Report were gathered through March 2013. To update the report, each company's website was revisited in December 2013. None of the fifteen companies who failed to disclose the statutorily required disclosures as of March 2013 has added disclosures to its website. Two of the eleven arbitration providers who previously provided some of the required disclosures -- the Better Business Bureau of Los Angeles and the Better Business Bureau of Northeast California -- have since removed the disclosures from their websites. The three companies with non-functioning links to disclosures on their websites have not updated the websites or the links; the links still do not function.

Thus, as of December 2013, only nine of the twenty-six identified private arbitration companies post any of the disclosures the statute requires. One of those companies, NAF, no longer is involved in consumer arbitrations, leaving eight companies currently involved in consumer arbitrations who post any disclosures at all. The companies posting disclosures are:

AAA; ADR Services Inc.; ARC Consumer Arbitration; JAMS; Judicate West; NAM; OIA; and Resolution Remedies.

California Code of Civil Procedure §1281.96 requires companies to publish reports “at least quarterly.”¹ As the following Table shows, each of the eight currently reporting providers has updated its data since March 2013, although not every disclosure is current through the most recent quarter.

¹ Cal. Code Civ. Pro. § 1281.96 (a).

QUARTERLY UPDATES (✓ = Updated) (✗ = Not Updated) (December 2013)			
	March 2013	December 2013	Updated Since March 2013
AAA	Second Quarter 2012	Third Quarter 2013	✓
ADR Services Inc.	Fourth Quarter 2012	Second Quarter 2013	✓
ARC Consumer Arbitrations	Second Quarter 2012	First Quarter 2013	✓
JAMS	First Quarter 2013	Third Quarter 2013	✓
Judicate West	Fourth Quarter 2012	Third Quarter 2013	✓
NAM	First Quarter 2013	Fourth Quarter 2013	✓
OIA (Kaiser)	Fourth Quarter 2012	Third Quarter 2013	✓
Resolution Remedies	First Quarter 2013	Third Quarter 2013	✓

Looking at the content and format of the published disclosures, the Report revealed that even companies publishing some of the required disclosures often omitted information the statute requires to be disclosed, or reported information too inconsistently to permit analysis. Moreover, seven of the eight reporting companies reported their data in a PDF format that impedes analysis, frustrating the statute's goal of generating data which will inform the Legislature about the outcomes of consumer arbitration. Finally, the Report noted that on many websites, the disclosures were difficult to locate and view, frustrating the statute's goal of making disclosures publicly available.

None of the reporting companies has changed the format, content or location of its disclosures since the original data were collected in March 2013, and AAA remains the only company to provide disclosures in an Excel format.

INTRODUCTION

This Report examines compliance with California Code of Civil Procedure § 1281.96, which requires private arbitration companies involved in consumer arbitrations to publish certain information about their consumer arbitrations. Section 1281.96 is intended to address public concerns about the fairness of the arbitration system, detect bias in the arbitration process, impose greater accountability upon arbitration providers, and bring transparency to private consumer arbitrations.² It is particularly intended to provide information about the risk of repeat player bias.³ By requiring companies to publish this data, § 1281.96 helps inform consumers, businesses, scholars and policymakers hoping to evaluate the arbitration industry.⁴

Section 1281.96 requires every private arbitration company that administers or is otherwise involved in consumer arbitrations to publish quarterly, computer-searchable reports on its web site. These reports must include:

- 1) The non-consumer party's name, if the party is a business entity;
- 2) The type of dispute;
- 3) If the dispute is an employment dispute, the employee's salary range;
- 4) Whether the consumer or the non-consumer party prevailed;
- 5) How often the particular non-consumer party has been a party in an arbitration or mediation the private arbitration company administered;
- 6) Whether the consumer party was represented by an attorney;
- 7) The date the private arbitration company received the demand for arbitration;
- 8) The date the arbitrator was appointed;
- 9) The date the arbitrator or private arbitration company disposed of the dispute;
- 10) The type of disposition;
- 11) The amount of the claim;
- 12) The amount of the award, or type of other relief, if any;

² Assembly Committee on Judiciary, April 23, 2002, *available at* http://www.leginfo.ca.gov/pub/01-02/bill/asm/ab_2651-2700/ab_2656_cfa_20020422_131322_asm_comm.html

³ Assembly Committee on Judiciary, April 23, 2002, *available at* http://www.leginfo.ca.gov/pub/01-02/bill/asm/ab_2651-2700/ab_2656_cfa_20020422_131322_asm_comm.html

⁴ Assembly Committee on Judiciary, April 23, 2002, http://www.leginfo.ca.gov/pub/01-02/bill/asm/ab_2651-2700/ab_2656_cfa_20020422_131322_asm_comm.html

- 13) The arbitrator's name;
- 14) The arbitrator's fee and the percentage of the fee allocated to each party.

This Report describes the results of a study designed to examine whether private arbitration companies are complying with § 1281.96 and whether the information they publish promotes the statute's goals.

METHODOLOGY

In the study's first stage, a sample of private companies that administer consumer arbitrations in California within the meaning of § 1281.96 was identified. To simplify data collection, the study was limited to companies with active web sites. Because there is no central registry or comprehensive list of California arbitration companies, companies were identified by searching the Internet and by reviewing academic publications, industry trade group publications and practice directories. Whether an arbitration company conducts consumer arbitrations within the meaning of §1281.96 was determined by examining the areas of arbitration posted on the company's website or by contacting the company directly. Twenty six companies involved in consumer arbitrations in California were identified, including eighteen private arbitration companies and eight individual offices of the Better Business Bureau.

In the study's second stage, each company's website was examined to determine whether the company published a report as §1281.96 requires. If a report was not located after a thorough search of the website, the organization was contacted to verify whether a report was posted.

In the study's third stage, reports published by complying companies were examined to see if the reports complied with § 1281.96's requirements. Each company's reports were examined to determine whether they contained the fourteen fields of information §1281.96 mandates. Data from up to one hundred cases from each company was inputted into an Excel spreadsheet and reviewed to determine whether the information was reported consistently and completely.

The study's final stage assessed the format and accessibility of the published reports in order to evaluate whether the reports were effectively computer searchable and available to the public as §1281.96 requires.

COMPLIANCE WITH § 1281.96'S REPORTING REQUIREMENTS

A. PRIVATE COMPANIES INVOLVED IN CONSUMER ARBITRATION

Section 1281.96 requires "any private arbitration company that administers or is otherwise involved in, a consumer arbitration" to collect and publish data about its consumer arbitrations. There is no central registry or comprehensive list of private companies involved in consumer arbitrations in California, so it is not possible to produce an exhaustive list of private arbitration companies who might be covered by § 1281.96's disclosure requirements. Through Internet searches and by consulting academic publications, industry trade group publications and practice directories, this study identified twenty-six companies with active websites that administer consumer arbitrations within California.

Fifteen of the 26 companies do not publish disclosure reports on their websites as § 1281.96 requires. Twelve of those fifteen do not refer to § 1281.96's disclosure requirements on their websites at all. Those companies are: Arbitration and Mediation Center;⁵ Arbitration Mediation Conciliation Center;⁶ DMA Dispute Management & Avoidance;⁷ Inland Valley Arbitration and Mediation Services;⁸ PMA Dispute Resolution;⁹ and United States Arbitration & Mediation, Inc.,¹⁰ and six individual offices of the Better Business Bureau of California.¹¹ Three of the companies have a link on their websites purporting to lead to the company's disclosure reports, but the links do not function.¹²

⁵ www.amcadr.com. This provider states that it conducts consumer arbitration disputes involving, business, construction, contracts, employment, insurance, product liability, and others. Disclosures were not discovered in a search of the website. (last visited 3/14/13).

⁶ www.amccenter.com/. This provider states that it conducts arbitration disputes involving construction and real estate disputes, and provides additional mediation services. Disclosures were not discovered in a search of the website. (last visited 3/14/13).

⁷ www.trustdma.com/. This provider states that it conducts construction arbitrations. Disclosures were not discovered in a search of the website. (last visited 3/14/13). The company's website does not make clear whether it conducts arbitrations involving consumers; many of the companies publishing disclosures include construction arbitrations in the data they report.

⁸ <http://ivams.com/>. This provider conducts all civil arbitrations, including insurance and employment. Disclosures were not discovered in a search of the website. (last visited 3/14/13).

⁹ www.pma-adr.com/. This provider conducts arbitration for all civil disputes, including consumer disputes. Disclosures were not discovered in a search of the website. (last visited 3/14/13).

¹⁰ www.usam-midwest.com. This provider is located in the Midwest, but can conduct any form of civil arbitration, including insurance or employment disputes, in California. Disclosures were not discovered after a search of the website. (last visited 3/14/13).

¹¹ www.bbb.org/us/find-a-bbb/. Various areas within California have individual Better Business Bureau (BBB) websites. While the LA and Northeast California website posted disclosures, date was not located on the remaining BBB websites: BBB Central California (<http://cencal.bbb.org>), BBB Bakersfield (<http://bakersfield.bbb.org>), BBB San Diego (<http://sandiego.bbb.org>), BBB Silicon Valley (<http://sanjose.bbb.org>), BBB of the Golden Gate and Northern California (<http://goldengate.bbb.org>) and BBB of the Tri-Counties (<http://santabarbara.bbb.org>). (last visited 3/12/13).

¹² These companies are First Resolution Services, Agency for Dispute Resolution, and Advantage ADR. On the website of First Resolution Services (www.disputeresolution.org), the tool bar displays a link to the page "forms and procedures." On this page there is a PDF titled "Consumer Arbitration Disclosures;" however, by selecting the PDF to download the report, the entire "forms and procedures" page reloads, rather than showing the actual PDF report. On the website of Agency for Dispute Resolution (www.agencydr.com), under the FAQ page, one can select the "disclosures" section. The "disclosures" section states "In accordance with the California Judicial Council and the California Code of Civil Procedure (CCP) Section 1281.96, the Agency for Dispute Resolution compiles and publishes results and information on all consumer arbitrations administered by its neutrals on a quarterly basis." There is a folder titled "2012" below this statement. Selecting the "2012" folder displays a link titled "2012 Q1-Consumer Arbitration Disclosures." Selecting this link leads to a one-page PDF which is a blank form to record the consumer arbitration disclosures. On the website of Advantage ADR (www.advantageadr.com), there is a link on the home page titled "AAMS Consumer Arbitration;" but the linked page states "We are currently updating our

Eleven companies do post consumer arbitration disclosures as § 1281.96 requires. Those companies are: American Arbitration Association (AAA)¹³; ADR Services Inc.¹⁴; ARC Consumer Arbitrations¹⁵; JAMS¹⁶; Judicate West¹⁷; National Arbitration Forum (NAF)¹⁸; National Arbitration and Mediation (NAM)¹⁹; Office of the Independent Administrator (Kaiser)²⁰; Resolution Remedies²¹; and two local offices of the Better Business Bureau, Better Business Bureau (NE California)²² and Better Business Bureau (Los Angeles).²³ It should be noted that NAF no longer administers consumer arbitrations, and as such, reports published on the NAF website are not current.²⁴

records.” (<http://www.advantageadr.com/consumerarbitration.html>) These three websites were first visited in March, 2012 and were last visited on May 22, 2013. The links purporting to connect to disclosure data were unchanged between the two visits.

¹³ www.adr.org

¹⁴ www.adrservices.org

¹⁵ www.acr4adr.com

¹⁶ www.jamsadr.com

¹⁷ www.judicatewest.com

¹⁸ www.adrforum.com

¹⁹ www.namadr.com

²⁰ www.oia-kaiserarb.com

²¹ www.resolutionremedies.com

²² necal.app.bbb.org/arbitrations/%20

²³ www.la.bbb.org/CaseReport.pdf. The Los Angeles BBB report is currently not available directly through the Los Angeles BBB website. The link to the report functions independently. (last visited 3/14/13).

²⁴ In September 2007, Public Justice, a national public interest law firm, published a report titled “How Credit Card Companies Ensnare Consumers.” This report revealed the results of an examination of the use of arbitration by the credit card industry, with a particularly focus on NAF. (see Public Citizen, “The Arbitration Trap: How Credit Card Companies Ensnare Consumers” 15 (2007), available at <http://www.citizen.org/documents/ArbitrationTrap.pdf>.) The study revealed that 94% of decisions in which a NAF-appointed arbitrator was involved were resolved in favor of the business. Further, the report showed that NAF had financial interests aligned with credit card companies and debt collectors and stated “[a]rbitrators have a strong financial incentive to rule in favor of the companies that file cases against consumers because they can make hundreds of thousands of dollars a year conducting arbitrations.” (Id.; see Bland, F. Paul, “Arbitration or Arbitrary: The Misuse of Arbitration to Collect Consumer Debts” (July 22, 2009) available at <http://www.ftc.gov/os/comments/debtcollectroundtable1/542930-00024.pdf>.) In 2009, the Minnesota Attorney General filed a lawsuit against NAF, alleging that NAF concealed its financial affiliations from consumers. (Id.) NAF settled with the Minnesota Attorney General in 2009; under the settlement, NAF agreed to “stop accepting any new consumer arbitrations or in any manner participate in the processing or administering of new consumer arbitrations. The company [agreed to] permanently stop administering arbitrations involving consumer debt, including credit cards, consumer loans, telecommunications, utilities, health care, and consumer leases.” (State of Minnesota Consent Decree available at <http://pubcit.typepad.com/clpblog/2009/07/consent-decree-in-minnesota-v-naf.html>.)

TABLE 1

PRIVATE COMPANIES ADMINISTERING CONSUMER ARBITRATIONS		
DISCLOSURE DATA PUBLISHED	LINKS ON WEBSITE TO DISCLOSURES BUT LINKS DO NOT FUNCTION.	NO DISCLOSURE DATA PUBLISHED
AAA	Advantage ADR	Arbitration and Mediation Center
ADR Services Inc.	Agency for Dispute Resolution	Arbitration Mediation Conciliation Center
ARC Consumer Arbitrations	First Resolution Services	DMA Dispute Management
BBB (NE California)		Inland Valley Arbitration and Mediation Services
BBB (Los Angeles)		PMA Dispute Resolution
JAMS		United States Arbitration & Mediation, Inc.
Judicate West		BBB (Central California)
NAF		BBB (Bakersfield)
NAM (NAM)		BBB (San Diego)
OIA (Kaiser)		BBB (Silicon Valley)
Resolution Remedies		BBB (Golden Gate and Northern California)
		BBB (Tri-Counties)

B. QUARTERLY PUBLICATION / FIVE YEARS OF DATA

Section 1281.96 requires companies to publish reports “at least quarterly,” and to include information “regarding each consumer arbitration within the preceding five years.”²⁵ Table 2 shows the most recent publication for each of the eleven companies posting information on their websites and the total number of cases posted.

²⁵ Cal. Code Civ. Pro. § 1281.96 (a).

TABLE 2

QUARTERLY REPORTS / FIVE YEARS TOTAL (✓ = Yes) (✗ = No)				
	Current through Fourth Quarter 2012?	Most recent update	Covering 5 Years?	Total cases
AAA	✗	Second Quarter 2012	✓ (10 years)	61,710
ADR Services Inc.	✗	Third Quarter 2012 10/1/2012	✓ (10)	1,922
ARC Consumer Arbitrations	✗	First Quarter 2012 5/1/2012	✓ (5)	215
BBB (Los Angeles)	✗	10/1/2012	✓ (6)	245
BBB (NE CA)	✓	2/14/2013	✗ (2)	52
JAMS	✓	1/16/2013	✓ (5)	2,300
Judicate West	✓	12/31/3012	✓ (13)	8,701
NAF	✗	Fourth Quarter 2011	✓ (9)	79,829
NAM	✓	1/18/2013	✓ (4)	8
Office of the Independent Administrator	✓	Fourth Quarter 2012 12/31/2012	✓ (10)	7,836
Resolution Remedies	✓	1/2013	✓ (10)	112

Companies approached the quarterly reporting requirement in two ways. Some companies publish a report each quarter containing the data for the cases processed during that quarter. Other companies publish a cumulative report, republishing it with additional cases periodically. In some of the cumulative reports, the cases are not reported in chronological order, making it difficult to tell where one quarter begins and another ends. As the California

Dispute Resolution Institute noted in its 2004 study of § 1281.96, different posting practices complicate the analysis of the data and limit its value to policy makers.²⁶

C. TYPE OF DISPUTE / AMOUNT OF CLAIM / EMPLOYEE WAGES

Section 1281.96 requires companies to collect²⁷ and publish information about “the type of dispute involved, including goods, banking, insurance, health care, employment.”²⁸ If a dispute involves employment, companies must collect and publish “the amount of the employee’s annual wage divided into the following ranges: less than one hundred thousand dollars (\$100,000), one hundred thousand dollars (\$100,000) to two hundred fifty thousand dollars (\$250,000), inclusive, and over two hundred fifty thousand dollars (\$250,000).” In every case, companies must collect and report the amount of the claim presented for arbitration.²⁹

Table 3 reviews how consistently and completely each of the 11 reporting companies publishes information on the type of dispute, amount of claim and, in employment cases, employee wages.

²⁶ California Dispute Resolution Institute, “Consumer and Employment Arbitration in California: A Review of Website Data Posted Pursuant to Section 1281.96 of the Code of Civil Procedure,” (2004) (*CDRI Report*).

²⁷ Cal. Code Civ. Pro. § 1281.96 (a)

²⁸ Cal. Code Civ. Pro. § 1281.96 (a) (2)

²⁹ Cal. Code Civ. Pro. § 1281.96 (a) (8)

TABLE 3

TYPE OF DISPUTE / AMOUNT OF CLAIM / WAGES PERCENTAGE OF REPORTS INCLUDING REQUIRED DATA (sample of 100 cases) ✕ = field is not included in company's report			
	Type of Dispute	Amount of Claim	Employee Wages (employment cases only)
AAA	100%	41%	27% (18/66) ³⁰
ADR Services Inc.	100%	5%	0.03% (1/29)
ARC Consumer Arbitrations	99%	0%	✕
BBB (Los Angeles)	100%	✕	(no employment cases reported)
BBB (NE CA)	100%	0.04%	(no employment cases reported)
JAMS	100%	0% ³¹	.07% (4/56) ³²
Judicate West	97%	0%	✕
NAF	100%	100%	(no employment cases reported)
NAM	100%	12% (1/8)	0% (0/6)
OIA (Kaiser)	100%	58%	(no employment cases reported)
Resolution Remedies	97%	0%	✕

³⁰ Number of cases with salary range reported / Number of employment cases in the 100 cases examined)

³¹ JAMS includes a field for “amount claimed” but notes on each form, “JAMS does not require this information to commence an arbitration.”

³² Reports often include multiple plaintiffs. A report was counted as reporting the employee wage if 1 of multiple plaintiffs provided the information.

Type of Dispute

As Table 3 shows, all 11 of the reporting companies publish information on the type of dispute arbitrated. Some companies, however, use many more categories to define the type of dispute than the statute contemplates, while others use only a few broad categories. For example, AAA uses over 50 categories to describe the type of dispute, while Judicate West uses just seven (Insurance, Real Estate, Contract, Medical, Employment, Partnership and Construction). Neither uses the precise categories the statute defines (goods, insurance, banking, health care and employment).

The lack of consistent categories poses problems for policy makers seeking insight into the arbitration process. As the *2004 CDRI Report* pointed out, if companies are using different, and potentially overlapping categories, comparisons across categories cannot be made reliably.³³

Amount of Claim

Knowing the amount of the claim submitted for arbitration is important to evaluating the parties' success and the fairness of arbitration proceedings. Yet, as the *2004 CDRI Report* notes, when § 1231.96 was first enacted, this information was not consistently published:

Some providers consistently listed the amount of the claim involved in a given case. Other providers, however, did not list this information. Thus, the database likely did not contain sufficiently consistent numbers to yield an accurate average for the amount of claim.³⁴

Ten years after the statute's enactment, the pattern persists. Most companies do not publish the claim amount in the majority of cases, and others do not report the amount of claim at all, despite the statutory mandate to collect this information.

³³ *CDRI Report* at 22.

³⁴ *Id.* at 30.

Employee's Salary Range

The *2004 CDRI Report* pointed out that despite the statutory mandate:

a majority of providers list “not provided” instead of listing the employee’s salary. Such omissions make it difficult to determine whether there are differences in outcomes between higher-earning employees and lower-earning employees.³⁵

The difference in the frequency with which companies’ disclosure reports include employment salary ranges persists. As Table 3 shows, in the 100 reports sampled, three companies that arbitrate employment disputes (ARC Consumer Arbitration, Judicate West, and Resolution Remedies) did not include a field to report employee salaries in their disclosure reports at all. Four companies (ADR Services, JAMS, AAA, and NAM) included the field, but largely left the field blank.

D. NAME OF NON-CONSUMER PARTY / FREQUENCY OF PROVIDER USE

Section 1281.96 requires companies to publish the name of the non consumer party (if the non-consumer party is a business entity)³⁶ and “on how many occasions, if any, the non-consumer party has previously been a party in an arbitration or mediation administered by the private arbitration company.”³⁷

³⁵ *2004 CDRI Report* at 28

³⁶ Cal. Code Civ. Pro. § 1281.96 (a) (1).

³⁷ Cal. Code Civ. Pro. § 1281.96 (a) (4).

Table Four shows how this data is presented in the reports examined.

TABLE 4

NAME OF PARTY / FREQUENCY OF USE (✓ = Field included and data reported consistently) (✗ = Field not included in company's report) (? = Data incomplete or inconsistently reported)		
	Name of Non-consumer Party	Frequency of Provider Use
AAA	✓	✗
ADR Services Inc.	✓	✓
ARC Consumer Arbitrations	✓	✗
BBB (Los Angeles)	✓	✓
BBB (NE CA)	✓	✓
JAMS	✓	✓
Judicate West	✓	✗
NAF	✓	✓
NAM	✓	✓
OIA (Kaiser)	✓ (only arbitrates Kaiser cases)	✗ (only arbitrates Kaiser cases)
Resolution Remedies	✓	✓

Name of Non-Consumer Party

All eleven companies' disclosures potentially reveal the name of the non-consumer party.

The information, however, is reported in various ways.

Four companies³⁸ include a field labeled "non-consumer party" in their disclosures.

Determining the non consumer party's identity from these disclosures is straightforward.

³⁸ AAA, ADR Services, BBB (LA), and BBB (NE CA).

Four companies³⁹ have a field labeled “Case Name,” in their disclosures, and one company⁴⁰ uses a field similarly labeled “Case Caption.” Sometimes, identifying the non consumer party’s name from the case name is straightforward. If the business name is recognizable – “Brown v. Kaiser,” Inc. for example -- or if the case name uses includes “consumer” as one of the parties -- “Consumer v Kaiser”, e.g. -- the non-consumer party is easily identified. Sometimes, however, the case name leaves it unclear which party is the consumer and which party is the non-consumer. For example, the case name in one Resolution Remedies disclosure is “Connors vs Moran,” leaving it impossible to determine who the non-consumer party was.

Two companies⁴¹ have a field labeled “Respondent Party” in their disclosures, but do not otherwise identify the parties. If the “respondent party” is clearly a business, the identity of the non consumer party will be clear. If the “respondent party” is not clearly a business, or if the consumer is the respondent, the disclosure will not identify the non consumer party. For example, one Judicate West case reports the “Respondent Party” as “Kamal Amirhessari.” Whether “Kamal Amirhessari” is a consumer or not is unclear; if “Kamal Amirhessari” is a consumer, the identity of the non consumer party is not reported. Out of the 100 cases reviewed from the Judicate West disclosure report, an individual was listed as the respondent in 15 cases, making it unclear who the non-consumer party was.

Section 1281.96’s disclosure requirements are intended to reveal whether the arbitration system, or a particular arbitrator, is biased, particularly where repeat players are involved. If the parties are clearly identified, the disclosures can also allow parties to investigate how a particular

³⁹ JAMS, NAF, ARC, and Resolution Remedies.

⁴⁰ NAM

⁴¹ OIA and Judicate West.

party has fared in past arbitrations. If the non consumer party's identity is not clearly and consistently reported, the disclosure system's utility is impaired.

Frequency of Provider Use

In its 2004 study, CDRI noted that only two of the six arbitration companies reviewed in the study provided data on the number of times a non consumer previously used the company's services, despite the obvious importance of such data in determining whether the arbitration system is biased in favor of repeat players.

The majority of companies reviewed by this study disclose how often non-consumer parties have appeared and use a variety of techniques to provide that information. The Better Business Bureau (BBB) NE California, for example, simply posts a table on its website showing the total number of times each non-consumer party has been involved in a dispute before it.

Three of the reports reviewed in this study, Judicate West, AAA, and ARC Consumer Arbitrations, do not include a field showing how often the non-consumer party was previously a party to an arbitration administered by the company. OIA (Kaiser) also does not include this field; however, OIA only arbitrates cases for Kaiser.

Although AAA does not include a column in its spreadsheet for frequency of provider use, it is possible to identify how often a non consumer has been involved in an AAA arbitration by using the "Case ID" field provided in the report. Each case is assigned a case ID number with AAA. By using a data filter to sort non-consumer parties by name or alphabetically, and then comparing the total "Case ID" numbers for each provider, it can be determined how many cases each non-consumer party arbitrated with AAA.

All other reporting companies, however, publish only a PDF document. Presenting and updating information about repeat players in a PDF document poses challenges. The JAMS report is an example of how PDF files can present repeat player information in a potentially confusing way. JAMS prepares a case report on each case it arbitrates, and cumulates those case reports into a single PDF file when it updates its reports. (For a sample JAMS report, see Appendix A.) Each case report has a field labeled “Number of cases heard with JAMS.” Apparently, the number in that field is updated in every case report when JAMS administers arbitration with that non-consumer party. For example, a case filed on October 1, 2008 in which Countrywide Financial was a party reports that Countrywide arbitrated 131 cases with JAMS. A case filed over a year later, on February 2, 2010, also reports that Countrywide arbitrated 131 cases with JAMS. Initially, it is confusing to read that Countrywide arbitrated 131 claims in 2008, yet by 2010 had still arbitrated only 131 claims in 2010.

NAF’s reports present information on repeat players in a way that is less useful for a different reason. NAF posts individual case reports with a field showing how often the non consumer has been a party. (Appendix B has an example.) NAF, however, posts a new PDF each quarter and, as the report indicates, “The number of times the non-consumer party has appeared is reported with reference to each reporting period of these statistics.” Thus, someone consulting the report for the first quarter of 2009 would see that FIA Card Services arbitrated 477 cases with NAF. Someone consulting the third quarter report would see that FIA Card Services arbitrated only 20 cases, providing a very different picture. To get an accurate picture of how often FIA Card Services, or any other non-consumer, arbitrated with NAF since 2003, one would need to consult 37 different PDF files.

Finally, some reports are simply confusing. For example, the Resolution Remedies data inconsistently reports the number of times that Kaiser was previously a party. A Kaiser case from February 2, 2008 reports Kaiser was previously a party 55 times. A Kaiser case the next month, March 2008, reports Kaiser previously arbitrated 32 times. A case from the next month, April 2008, reports Kaiser was a party 72 times, and a case from, May 2008, reports Kaiser was a party 64 times. Further, a case from December 2011, then reports Kaiser was previously a party 274 times.

While improvements have been made in the frequency with which repeat players are identified, recording errors and the use of a PDF format to publish data continue to create problems in generating an accurate number.

E. DATE OF DEMAND / DATE ARBITRATOR APPOINTED / DATE OF DISPOSITION

Section 1281.96 requires companies to report three dates: the date the company received the demand for arbitration, the date the arbitrator was appointed, and the date of disposition of the case.⁴² Accurate information about these dates is critical to evaluating claims that arbitration is faster than going to court. Table 5 shows that companies generally comply with the requirement that these dates be recorded and published.

⁴² Cal. Civ. Proc. Code § 1281.96

TABLE 5

DATE OF DEMAND / DATE ARBITRATOR APPOINTED / DATE OF DISPOSITION			
Percent of 100 cases surveyed in which information is provided. (✕ = Field not included in company's report) (?= Data incomplete or inconsistently reported, unable to determine)			
	Date of Demand	Date Arbitrator Appointed	Date of Disposition
AAA	100%	81%	100%
ADR Services Inc.	99%	100%	100%
ARC Consumer Arbitrations	✕	100%	8%
BBB (Los Angeles)	100%	38%	95%
BBB (NE CA)	100%	0.06%	100%
JAMS	✕	100%	100%
Judicate West	100%	100%	96%
NAF	100%	62%	100%
NAM	100%	87%	75%
OIA (Kaiser)	100%	72%	100%
Resolution Remedies	✕	99%	31%

However, it should be noted that the reports also provide different names for the date of demand. These names include “Demand Date” (ADR), “Filing Date” or “File Date” (AAA, Judicate West, BBB Los Angeles), “Start Date” (NAF) and “OIA Received Demand” (OIA). Three companies, JAMS, ARC, and Resolution Remedies report a “Case Date” rather than a date of demand. In the majority of cases from the 100 case samples from JAMS, ARC and Resolution Remedies, the “Case Date” was the same or later date than date the arbitrator was selected. As such, the case date cannot be considered the equivalent of the date of demand and fails to provide helpful information in evaluating whether arbitration is faster than going to court.

F. PREVAILING PARTY / TYPE OF DISPOSITION / AMOUNT OF AWARD / OTHER RELIEF

Section 1281.96 requires companies to report the prevailing party, the type of disposition, the amount of the award and any other relief. Identifying the outcome of consumer arbitrations accurately is critical to assessing the fairness of the arbitration process. Table 6 shows the frequency of which each company reported the prevailing party, type of disposition, amount of award, and other relief.

TABLE 6

PREVAILING PARTY / TYPE OF DISPOSITION / AMOUNT OF AWARD / OTHER RELIEF Percent of 100 cases surveyed in which information is provided (✕ = Field not included in company's report) (? = Data incomplete or inconsistently reported, unable to determine)				
	Prevailing Party	Type of Disposition	Amount of Award	Other Relief
AAA	3%	100%	9%	5%
ADR Services Inc.	100% ⁴³	100%	99%	✕
ARC Consumer Arbitrations	1%	100%	7%	✕
BBB (Los Angeles)	24%	100%	96%	100%
BBB (NE CA)	0%	0%	0.02%	0%
JAMS	100%	100%	98%	✕
Judicate West	55%	60%	75%	✕
NAF	100%	100%	100%	✕
NAM	100%	100%	75%	✕
OIA (Kaiser)	100%	100%	0%	✕
Resolution Remedies	57%	64%	74%	✕

⁴³ Rather than using the statute's terms – consumer or non-consumer party – ADR completes this field with “claimant” and “respondent”, which could cause confusion in a case like a collections case where the usual party alignment might be reversed.

Prevailing Party

In its 2004 Report, however, CDRI commented:

A majority of providers did not list which party (i.e. consumer or non-consumer) prevailed at the end of the case. Therefore, the information in the database does not demonstrate whether arbitration is a favorable alternative for a consumer rather than taking a case to trial.

Providers we contacted said they relied on parties and arbitrators to inform them who the prevailing party was. Providers also said that identifying the prevailing party is not straightforward in cases with multiple parties, multiple claims and/or cross claims. In addition, providers said they often had difficulty categorizing someone as a “prevailing party” if he or she recovered a monetary award which was far less than his or her original claim.⁴⁴

AAA echoes this concern in a caveat introducing its disclosures:

Any “prevailing party” information contained within this Web site/document, has been provided solely by the arbitrator(s) to an arbitration. The AAA has not reviewed, investigated, or evaluated the accuracy or completeness of the arbitrator's/arbitrators' determination of the “prevailing party” and makes no representations on the accuracy or completeness of this information.

Whether providers have solved the problems of characterization, accuracy and credibility raised by these comments is beyond this study's scope. The study does suggest, however that arbitration companies have made considerable progress in reporting the prevailing party and the type of disposition.

Assessing the completeness and consistency of which a company reports the prevailing party raises challenges, as there is often not prevailing party because cases settle, and parties withdrawn or cancel. For example, a review of the entire AAA spreadsheet suggests that roughly 15% of AAA cases settle, and about 55% of cases were described as “withdrawn.”

⁴⁴ *CDRI Report* at 30.

Further, cases may be pending at the time when a quarterly report is filed.⁴⁵ In settled, withdrawn, canceled, or pending cases, the arbitration providers presumably reflect the disposition, by reporting the prevailing party as “n/a,” “not applicable,” or “none,” or by leaving the field blank. The use of such responses or leaving the field blank, may accurately reflect the lack of prevailing party due to the case disposition, or alternatively, may reflect a failure to report, if the “n/a” or blank response is used as place-holder in lieu of full and accurate reporting.

In Table 6, the percentages for the frequency of reporting the prevailing party reflects the number of cases in the 100 case sample, for which the company provided one of three responses (1) listing one of the parties (2) listing “none,” “n/a,” or “not applicable” if the disposition was reported as settled, withdrawn, cancelled, or pending, or (3) listing the disposition. A blank response was considered a failure to report, even if the disposition for that case was reported as settled, withdrawn, or cancelled.

ARC, AAA, and BBB (NE CA) have particularly low percentages for reporting the prevailing party, because the majority of the cases in the 100 case sample left the prevailing party field blank. Although many of the dispositions were reported as settled, withdrawn, or canceled in the cases in which the prevailing party was left blank, a blank response is too ambiguous to be considered accurate and complete reporting.

In contrast, ADR, JAMS, NAF and OIA all provided a response for the prevailing party in 100 out of 100 cases in the sample. For example, ADR reported the prevailing party as claimant or respondent in 34 cases, for which the disposition was reported as “award,” and reported the prevailing party as “not applicable” in 66 cases for which the disposition was

⁴⁵ Some of the pending cases in the reports are quite old – the ADR Services disclosures for example contain “pending” cases that were filed in 2007, 2008 and 2009, suggesting a separate problem that data on outcomes may be inaccurate because reports are not updated.

reported as settled, pending, canceled, or dismissed. JAMS and NAM reported the prevailing party as a case outcome rather than reporting “none” or “n/a.” For example, JAMS reported the prevailing party in many cases as “arbitration dismissed or abandoned” or “settled prior to final award,” and NAM reported the prevailing party in one case as “waiting for claim filing,” one case as “pending.”

BBB LA presented a unique issue. Although BBB LA provided a response for the prevailing party in all 100 cases in the sample, 76 cases listed the consumer or non-consumer as the prevailing party, yet the reported the case disposition as denial or settlement. These 76 cases were not considered to be accurate reporting.

Type of Disposition

Section 1281.96 requires companies to collect and report “the type of disposition of the dispute, if known, including withdrawal, abandonment, settlement, award after hearing, award without hearing, default, or dismissal without hearing.”⁴⁶ The type of disposition field and the prevailing party field, read together, are intended to provide the data necessary to evaluate the fairness of the arbitration procedure.

Analyzing the outcome of arbitrations is made complicated, however, because rather than reporting dispositions using the statute’s terms, companies use idiosyncratic or unique terms that obscure the outcome of the case and make comparisons across companies difficult.

Table 7 compares the types of disposition suggested by the statute with terms two companies recorded in their disclosures.

⁴⁶ Cal. Code Civ. Pro. § 1281.96 (a) (7)

TABLE 7

TYPE OF DISPOSITION			
§ 1281.96	Judicate West	AAA	JAMS
Withdrawal Abandonment Settlement Award after hearing Award without hearing Default Dismissal without hearing	N/A Awarded Settled Not Settled Canceled	Award Consent Award Limited Mediation Impasse Mediation Settled Permanently Stayed Settled Withdrawn	Award Rendered Worksheet Converted Consolidated with another case Canceled; Settled Prior Canceled - Dismissed Prior to Hearing Heard award Heard Settled after Award Rendered Awaiting response from submitting party Canceled Canceled; Pending Canceled - Dismissed Prior to Hearing Case Heard - Project Completed Canceled; Settled Prior Case going to trial Case Re-opened Heard Under Submission Heard - Dismissal Granted Heard Settled After Heard Settled at Hearing Heard/Resolution Unknown Heard/Award Coverage Affirmed Heard Interim Award Heard Award Heard Pending No Response from Adverse Party Heard Settled After - Follow up by Panelist Objection to Panelist(s) Consolidated with another case Administrative Suspension Waiting for strike list Contacting other party to introduce ADR Pending Decision (View Notes) Wants opposing party to pay fees Claimant in Bankruptcy Heard Settled/Defense Verdict Resolution by mail

Amount of Award

Reporting data on the amount of awards in a meaningful way presents complex problems, because so many variations are possible. There may be no award because the case settled or was dismissed. Or, there may be an award, but no amount because the award was in favor of the respondent, not the claimant. And in consumer arbitrations, of course, the consumer may be the claimant in one cases and the respondent in the next.

The entry for amount of award in Table 6 reflects the number of cases for which an award amount was provided or reported as “n/a” when the case disposition was settled, or withdrawn. Blank responses were not counted. Thus, AAA, left the field blank when there is no information, has a very low percentage of cases in which an amount is reported, while ADR Services, which fills the amount of award as “N/A” when a case settles or the respondent wins has a 99% score.

An excerpt from the AAA spreadsheet captures the complexity involved in recording an arbitration’s outcome.

TABLE 8

EXCERPT FROM AAA SPREADSHEET								
Case	Non Consumer Party	Type of Dispute	Prevailing Party	Type of Disposition	Claim Amount (Business)	Claim Amount (Consume)	Award Amount (Business)	Award Amount (Consume)
1	Century Negotiations, Inc.	Consumer Disputes - Other	----	Awarded				
2	Advanced Training Associates	Consumer Disputes - Other	----	Awarded		35091.46		
3	Baseline Financial Services, Inc.	Consumer Debt Collection	----	Awarded	11279.96		11279.96	
4	Worldwide Travel, LLC	Consumer Disputes - Other	Consumer	Awarded		6543		6543
5	Toll CA IX, LP	Residential Construction Arbitration - C	Consumer	Awarded	17102			

In each of the five cases above, an award was issued, in the sense that the arbitrator ruled in a party's favor. In case 1, the award amount is left blank, apparently because the consumer was the claimant, and the respondent business prevailed. In case 2, the consumer was the claimant, but lost. In case 3, the business was the claimant, and received an award equal to its claim. In case 4, the consumer was the claimant, and prevailed; while in case 5, the consumer prevailed, but received no award because it was the business who filed the claim.

The example shows two things. First, reconstructing the outcomes was only possible because AAA has divided the "amount of award" field into two sub-categories, business and consumer. Currently, the statute only calls for companies to report the amount of the award, not to identify who received it. Second, the data need to be presented in a way that facilitates comparison. Knowing the outcome of arbitrations is critical to assessing the process's fairness.

Yet, reconstructing the outcomes is possible only if all the relevant information is provided and if it is provided in a way that facilitates comparisons.

G. NAME OF ARBITRATOR / TOTAL FEE / ALLOCATION TO PARTIES

Section 1281.96 requires companies to publish “the name of the arbitrator, his or her total fee for the case, and the percentage of the arbitrator’s fee allocated to each party.”⁴⁷ As Table 9 indicates, most companies report the name of the arbitrator, the fee and the allocation of the fee.

TABLE 9

NAME OF ARBITRATOR / TOTAL FEE / FEE ALLOCATION TO PARTIES			
(✓ = Field included and data reported consistently) (✗ = Field not included in company’s report) (? = Data incomplete or inconsistently reported)			
	Name of Arbitrator	Total Fee	Fee Allocation to Parties
AAA	81%	56%	100%
ADR Services Inc.	100%	97%	100%
ARC Consumer Arbitrations	100%	100%	X
BBB (Los Angeles)	38%	0%	0%
BBB (NE CA)	0.04%	0%	0%
JAMS	87%	74%	100%
Judicate West	100%	96%	100%
NAF	62%	100%	100%
NAM	100%	100%	87%
OIA (Kaiser)	76%	76%	100%
Resolution Remedies	100%	62%	58%

⁴⁷ Cal. Code Civ. Pro. § 1281.96 (a)

FORMAT AND ACCESSIBILITY OF REPORTS

Section 1281.96 requires any private arbitration company involved in consumer arbitrations to:

collect, publish at least quarterly, and make available to the public in a computer-searchable format, which shall be accessible at the Internet Web site of the private arbitration company, if any, and on paper upon request, all of the following information regarding each consumer arbitration within the preceding five years.

This section examines how companies have complied with the requirement that records be “computer-searchable” and “available.”

A. IN A COMPUTER-SEARCHABLE FORMAT

Section 1281.96 requires data to be provided in a “computer-searchable” format. The statute does not define “computer-searchable,” nor does it appear to be an industry term of art. Companies have chosen to publish disclosure data in one of two general ways. Some companies cumulate the data into a table or spreadsheet, listing a case in each row, with a column for each type of data the statute requires, such as AAA or Better Business Bureau (Los Angeles). Most companies, however, publish a form for each case they administer, and cumulate the forms into a single, multipage document in Adobe PDF format.⁴⁸

The choice between these approaches is significant. PDF files are “computer searchable” in the sense that the reader can search a report or file for specific words or phrases. For example, a reader interested in whether a company previously administered arbitrations involving Bank of America can perform a “control F” search using his or her computer keyboard

⁴⁸ An example of each company’s reporting format is in Appendix A.

to search the company's disclosures for the phrase "Bank of America." The PDF program will move the cursor to the first place in the file that "Bank of America" appears. The reader can then click "next" and move to the next place the phrase is found.

When company's disclosure consists of a single file 3080 pages long – as is the case for JAMS – and where "Bank of America" may appear 6 times on a single page, the limitations of this search method are apparent. Neither can the data in a PDF file be sorted or manipulated. If a reader were interested in whether Bank of America wins more often than it loses, the reader would have to manually record the disposition of each case Bank of America arbitrates. Without the ability to manipulate or sort the data, policy-makers and consumers cannot use the data to evaluate the fairness, timeliness, or cost of arbitration proceedings without manually reentering data at significant expense. Clearly, this kind of data mining is not reasonable to expect of an average consumer seeking information from the statistics, and thus, the use of the PDF format serves as a barrier to access that inhibits transparency.

Providing the statistical data in an open source or a spreadsheet format would not instantly aggregate the data into useful statistics, but it would eliminate the need for data entry in order to analyze the information. Thus, organizations could more frequently produce statistical reports and provide them to the public at little cost. For example, Alexander Colvin's study of AAA's employment arbitration data was possible and yielded successful results because AAA provided data in an Excel format which Colvin searched and manipulated to examine case outcomes.⁴⁹ Data published in PDF formats impede analysts' ability to study the data to examine whether the arbitration industry produces fair resolutions to disputes.

⁴⁹ Colvin, Alexander J.S., "An Empirical Study of Employment Arbitration: Case Outcomes and Processes," in *Journal of Empirical Legal Studies*, Volume 8, Issue 1, 1-23 (March 2011)

B. AVAILABLE TO THE PUBLIC ON THE COMPANY’S WEBSITE

Section 1281.96 requires that the data be “available to the public.” A consumer’s ability to access the arbitration reports is fundamental to ensuring transparency. While some company websites make the § 1281.96 data easily available, other websites make it difficult to locate and view the data.

TABLE 10

EASE OF ACCESS ON WEBSITES	
Easy = link to report is clearly listed on main tool bar of website or directly on home page Fairly = link to report is located by selecting 1-4 links; each link is clearly related to Arbitration, leading a consumer to navigate through the links to the disclosures ⁵⁰ Not Easy = link is hidden on website or located on a page where a consumer would not intuitively search for a disclosure ⁵¹	
	Ease of Access
AAA	Fairly Easy
ADR Services Inc.	Easy
ARC Consumer Arbitrations	Easy
BBB (Los Angeles)	Not Easy
BBB (NE CA)	Not Easy
JAMS	Fairly Easy
Judicate West	Not Easy
NAF	Not Easy
NAM	Fairly Easy
OIA (Kaiser)	Easy
Resolution Remedies	Not Easy

⁵⁰ For example, the JAMS report is fairly easy to locate as it is found by selecting ADR, Arbitration, then Disclosure for Consumer Arbitration; each link is clearly related to Arbitration leading a consumer to locate the report.

⁵¹ For example, the report is not easy to find and hidden if it is located after paragraphs of text, as on Resolution Remedies website.

For example, ADR Services, Inc.'s disclosure data can be reached from the company's home page in two different ways: from a link titled "Disclosures" on main navigation panel and from a link in an information box with the title "ADR Disclosures."

ADR - Consider It Resolved!
SERVICES, INC.

Home About Us Offices Contact

Neutrals & Resumes
Specialty Panels
Rates & Fee Schedule
Processes
Disclosures
Forms
FAQ
Submit an Inquiry
Submit Feedback
CLE Program

Alternative Dispute Resolution

HEALTHCARE PANEL
Mediation • Arbitration • Hearing Officer
Click photo to view profile

Cary Miller, Esq. Keith Parker, Esq. Michael Roth, Esq. Robert Steinberg, Esq.

Also Available

Mr. Joe Hiltnerman, Esq. Mr. Enrique Romero, Esq. Mr. John Zelenewski, Esq. Jan-Frankel Tchang, Esq. Ralph Williams, Esq.

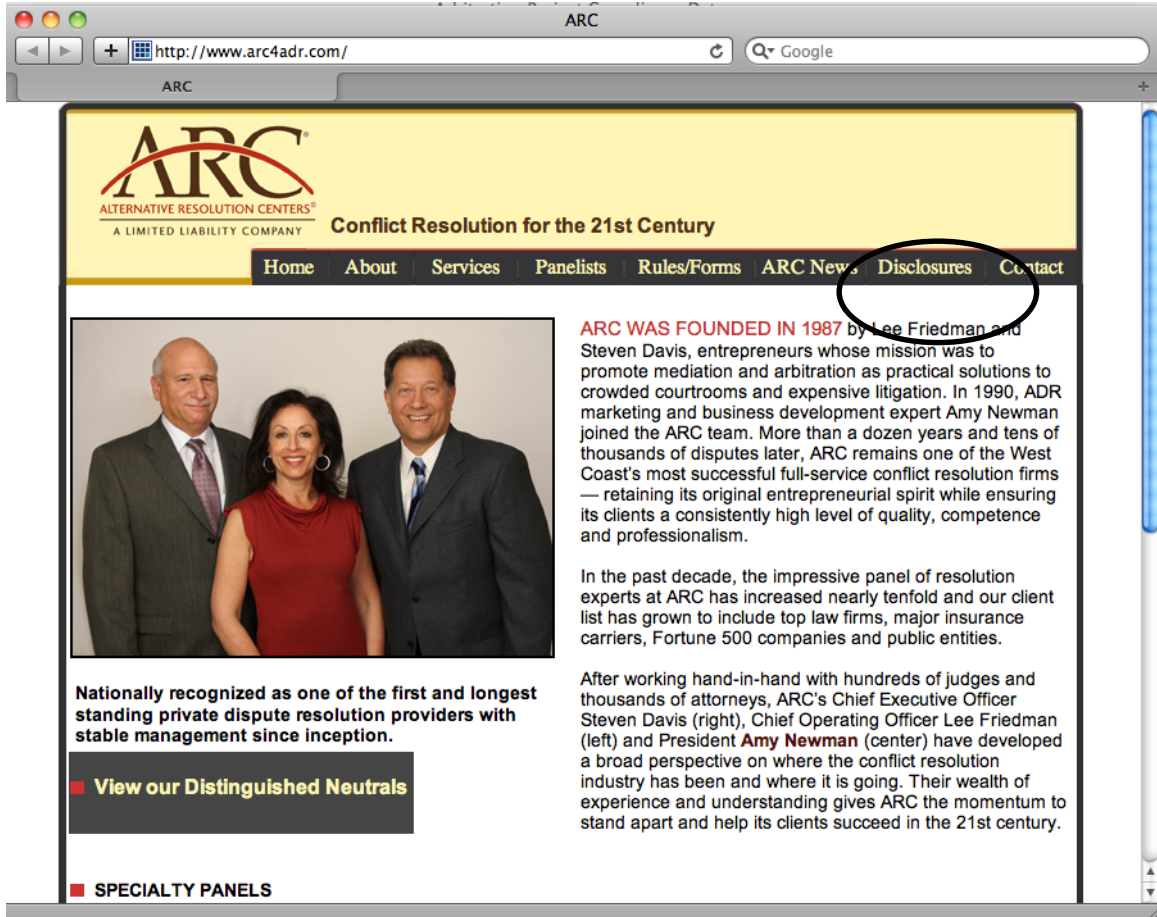
Additional Specialty Panels
EMPLOYMENT
ENTERTAINMENT
PERSONAL INJURY
For more information click the title

Our Offices

LOS ANGELES CENTURY CITY
SAN FRANCISCO SILICON VALLEY
GRANGE COUNTY SAN DIEGO
LAS VEGAS

ADR Disclosures
[Consumer Arbitration Disclosure Information](#)
ADR Neutral Rates
ADR Services, Inc. prides itself on excellent service with competitive rates. [Click here for more information on our fees and costs.](#)

Alternative Resolution Services LLC provides a similar link directly on the homepage.



The screenshot shows a web browser window with the URL <http://www.arc4adr.com/> in the address bar. The browser's title bar says "ARC". The website's header features the ARC logo (a stylized red arc over the letters "ARC") and the text "ALTERNATIVE RESOLUTION CENTERS® A LIMITED LIABILITY COMPANY". Below the logo, the tagline "Conflict Resolution for the 21st Century" is displayed. A navigation menu with a black background and white text includes links for "Home", "About", "Services", "Panelists", "Rules/Forms", "ARC News", "Disclosures", and "Contact". The "Disclosures" link is circled in black. The main content area is divided into two columns. The left column features a photograph of three people (two men and one woman) in professional attire. Below the photo, text states: "Nationally recognized as one of the first and longest standing private dispute resolution providers with stable management since inception." Below this text is a dark grey button with a red square icon and the text "View our Distinguished Neutrals". At the bottom left, there is a section header "SPECIALTY PANELS" preceded by a red square icon. The right column contains two paragraphs of text. The first paragraph, titled "ARC WAS FOUNDED IN 1987" in red, describes the company's history and mission. The second paragraph discusses the growth of the company's panel of resolution experts and its client list. The third paragraph describes the company's partnership with judges and attorneys, and the role of its key executives.

ARC
ALTERNATIVE RESOLUTION CENTERS®
A LIMITED LIABILITY COMPANY

Conflict Resolution for the 21st Century

Home About Services Panelists Rules/Forms ARC News Disclosures Contact

ARC WAS FOUNDED IN 1987 by Lee Friedman and Steven Davis, entrepreneurs whose mission was to promote mediation and arbitration as practical solutions to crowded courtrooms and expensive litigation. In 1990, ADR marketing and business development expert Amy Newman joined the ARC team. More than a dozen years and tens of thousands of disputes later, ARC remains one of the West Coast's most successful full-service conflict resolution firms — retaining its original entrepreneurial spirit while ensuring its clients a consistently high level of quality, competence and professionalism.

In the past decade, the impressive panel of resolution experts at ARC has increased nearly tenfold and our client list has grown to include top law firms, major insurance carriers, Fortune 500 companies and public entities.

After working hand-in-hand with hundreds of judges and thousands of attorneys, ARC's Chief Executive Officer Steven Davis (right), Chief Operating Officer Lee Friedman (left) and President **Amy Newman** (center) have developed a broad perspective on where the conflict resolution industry has been and where it is going. Their wealth of experience and understanding gives ARC the momentum to stand apart and help its clients succeed in the 21st century.

Nationally recognized as one of the first and longest standing private dispute resolution providers with stable management since inception.

■ View our Distinguished Neutrals

■ SPECIALTY PANELS

By contrast, the National Arbitration Forum provides the link within the homepage navigation bar, but only after the viewer clicks through three dropdown menus. (*Programs & Rules > FORUM Arbitration > Disclosure Reports*).



On the other end of the spectrum are firms that made access to the disclosures challenging due to their placement of the relevant hyperlink. For example, to access AAA's arbitration statistics, a user must know to click on a menu at the top for "Areas of Expertise" and then choose "Government and Consumer," then select the Consumer page. On the Consumer page is a smaller menu on the right side which displays a link named "Consumer Arbitration Statistics".

Likewise, for Resolution Remedies, one must click on the “About Us” link on the homepage, only to find a small “Disclosures” link at the very bottom of the page, following five paragraphs of general descriptive text about the firm.

Our Company | Resolution Remedies | ... | Out of Court Settlement Company

http://www.resolutionremedies.cc Reader Google

Our Company | Resolution Remedies

HOME PROFESSIONAL PANEL FEE SCHEDULE ABOUT US ADR PROCESS AREAS OF EXPERTISE SIDEBAR

OFFICES CONTACT US

NEED ASSISTANCE? CLICK TO CALL OR LIVE CHAT WE ARE HERE TO HELP

Our Company

EMAIL PRINT BOOKMARK

OUR COMPANY

WHY RES REM?

PRICING AND POLICIES

LOCATIONS

STAFF

NEWS & EVENTS

TESTIMONIALS

FACILITIES

FOUNDER

Resolution Remedies was born out of the desire for a smaller, more intimate organization, providing quality personal service for our clients and our panel of professionals. With large national ADR providers such as JAMS and the American Arbitration Association, it was clear that there was a “gap” between legal practitioners and the large ADR companies, in that there were no relatively smaller companies providing complete ADR services at the local level.

Established in June of 1995, the company is located in Northern California, serving the San Francisco Bay Area with 13 conference facilities. Our primary headquarters are in San Rafael, CA, just north of the city of San Francisco with offices in San Francisco, Oakland, Walnut Creek, Emeryville, Santa Rosa, Fresno, Sacramento, and others.


Our commitment to excellence is reflected in the quality of our panel. Since our inception we have assembled a panel of well-respected and skillful neutrals who are committed to the field of dispute resolution. They bring with them enormous experience and a broad spectrum of legal areas and a proven talent for mediation, arbitration, and other ADR modalities.

Because we are committed to keeping Resolution Remedies relatively small, catering to the professional needs of our panel and providing quality customer service to our clients, we are considered to be a very cost-effective organization, offering reasonable rates and a flexible fee policy.

Moreover, Resolution Remedies is leading the way when it comes to bringing ADR into the digital age. Under the guidance of our new President and CEO Perry D. Litchfield, Esq., we are incorporating seamless video web conferencing systems so that the parties can conduct conferences without the commute; key witnesses or authority figures can participate from anywhere in the world; and large portions of the ADR process can be conducted over great distances if necessity demands it. A number of our conference rooms are equipped with large screen plasma TVs and web conferencing equipment to make this possible, and our technical expert is on staff to ensure that the process truly is seamless.

If you would like more information on how ADR may work for you, or if you have a case you would like to resolve but do not have an agreement from the opposing side, our case managers may serve to persuade the other side to participate. Our professional and knowledgeable staff is trained to assist in the coordination of your case and is dedicated to taking as much time as necessary to coordinate all calendars to schedule your case for ADR. Our case managers also provide confidential and candid advice to assist in the selection of your neutrals if necessary. This allows the style and technique of the panel members to fit the format requested, as evaluated on a case by case basis.

Please do not hesitate to contact our offices (800) 778-2823, or via e-mail at info@resrem.com. [Disclosures](#)



CONCLUSION

Section 1281.96 is intended to empower consumers, businesses, scholars and policy-makers to assess the fairness and efficiency of arbitration by bringing transparency to the process. At this point, it is difficult to measure the statute's success. Since the last evaluation of §1281.96 in the 2004 *CDRI Report*, more arbitration companies have published disclosures, increasing the amount of available data. However, with more reports and data the level of variance both between the company's reports and within each company's report has increased, and raised significant questions of non-compliance. There are, however, obstacles to analyzing the data in a way that can inform the policy debate; notably, the publishing of data as PDF files, so the data cannot be analyzed without re-entering the data manually, a time-consuming process. And even if resources were available to reenter the data, the fact that companies have adopted idiosyncratic labels and categories for the data, rather than reporting utilizing the terms defined by the statute, reduces the extent to which comparisons can be made between companies. Revisions to make reporting more consistent and more uniform and to require data to be published in an open source or other sortable format could make it possible for the statute's goals to be more fully realized.

APPENDIX A: SAMPLE REPORTS

AAA

Columns A-G

A	B	C	D	E	F	G
Non Consumer Party	Type of Dispute	Salary Range	Prevailing Part	Filing Date	Disposition Date	Type of Disposition
Securitas Security Services, USA	Employment Dispute Resolution Rules	\$0 - \$100,000	----	6/16/2011	5/8/2012	Settled
M.C. Gill, Corporation Inc.	Employment Dispute Res-Mediation	\$0 - \$100,000	----	6/17/2011	7/27/2011	Mediation Settled
Darden Restaurants, Inc.	Employment Dispute Resolution Rules	Not Given/Provided by the Party(s)	----	6/17/2011	5/18/2012	Settled
Gursey Schneider LLP	Consumer Disputes - Other		----	6/20/2011	11/2/2011	Awarded
Citibank, NA	Employment Dispute Resolution Rules	Not Given/Provided by the Party(s)	----	6/21/2011	4/27/2012	Settled
Highland Construction and Remodeling, Inc.	Residential Construction Arbitration - C		Consumer	6/22/2011	11/9/2011	Awarded
Highland Construction and Remodeling, Inc.	Residential Construction Arbitration - C		Consumer	6/22/2011	11/9/2011	Awarded
Darden Restaurants, Inc.	Employment Dispute Resolution Rules	Not Given/Provided by the Party(s)	----	6/23/2011	5/18/2012	Settled
Darden Restaurants, Inc.	Employment Dispute Resolution Rules	Not Given/Provided by the Party(s)	----	6/23/2011	5/18/2012	Settled
Darden Restaurants, Inc.	Employment Dispute Resolution Rules	Not Given/Provided by the Party(s)	----	6/23/2011	5/18/2012	Settled
NONE	Consumer Disputes - Other		Consumer	6/23/2011	10/14/2011	Awarded
1Stop Kitchens & Flooring	Residential Construction Arbitration - C		----	6/24/2011	2/1/2012	Consent Award
Fidelity Management Services	Employment Dispute Resolution Rules	\$0 - \$100,000	----	6/24/2011	10/23/2012	Settled
Pinkerton Government Services, Inc.	Employment Dispute Resolution Rules	\$0 - \$100,000	----	6/24/2011	4/26/2012	Settled
National Bank of California	Consumer Debt Collection		----	6/27/2011	8/9/2012	Settled
National Bank of California	Consumer Debt Collection		----	6/27/2011	8/9/2012	Settled
National Bank of California	Consumer Debt Collection		----	6/27/2011	8/9/2012	Settled
David Frankel Accountancy Corp.	Consumer Disputes - Other		----	6/27/2011	9/8/2011	Settled
City Mark Juhl LLC	Residential Construction Mediation - Con		----	6/28/2011	1/6/2012	Settled
David Frankel Accountancy Corp.	Consumer Disputes - Other		----	6/28/2011	4/17/2012	Awarded
DRP Construction	Residential Construction Arbitration - C		----	6/29/2011	8/6/2012	Awarded
L.A. Fitness International LLC	Employment Dispute Res-Mediation	\$0 - \$100,000	----	6/29/2011	11/2/2011	Settled
DeVonshire Care Center	Employment Dispute Resolution Rules	\$0 - \$100,000	----	6/29/2011	2/21/2012	Settled
Harold J. Katzman, M.D., Inc.	Employment Dispute Resolution Rules	\$0 - \$100,000	----	6/29/2011	12/15/2011	Settled
Optimum Outsourcing, LLC	Employment Dispute Resolution Rules	\$0 - \$100,000	----	6/30/2011	10/31/2011	Settled
Arclight Cinema Company	Employment Dispute Resolution Rules	\$0 - \$100,000	----	6/30/2011	10/25/2011	Settled

Columns H- M

A	H	I	J	K	L	M
Non Consumer Party	Claim Amount (Business)	Claim Amount (Consumer)	Total Fee	Fee Allocation Consume	Fee Allocation non-Consume	Award Amount (Business)
Securitas Security Services, USA		150000	1215	0	100	
M.C. Gill, Corporation Inc.		100001	0			
Darden Restaurants, Inc.		0	783.75		100	
Gursey Schneider LLP	17393.25		250		100	14816.25
Citibank, NA		1000001	1920		100	
Highland Construction and Remodeling, Inc.	47385	74000	1050		100	
Highland Construction and Remodeling, Inc.	47385	74000	1050		100	
Darden Restaurants, Inc.		0	783.75		100	
Darden Restaurants, Inc.		0	783.75		100	
Darden Restaurants, Inc.		0	783.75		100	
NONE	7500		750	50	50	
1Stop Kitchens & Flooring		22275	525	100		
Fidelity Management Services		250000	10837.5		100	
Pinkerton Government Services, Inc.		500000	300	0	100	
National Bank of California	768532.24	999999	585	50	50	
National Bank of California	768532.24		585		50	
National Bank of California	768532.24	999999	585	50	50	
David Frankel Accountancy Corp.	22287.8		375		100	
City Mark Juhl LLC		44000				
David Frankel Accountancy Corp.	54442.5		778.1		100	46077.17
DRP Construction		75000	10087	100		
L.A. Fitness International LLC		0				
DeVonshire Care Center		500000				
Harold J. Katzman, M.D., Inc.		500001	560.25		100	
Optimum Outsourcing, LLC		0	0			
Arclight Cinema Company		0				

AAA

Columns N- S

A	N	O	P	Q	R	S
Non Consumer Party	Award Amount (Consumer)	Other Relief (Business)	Other Relief (Consumer)	Case ID	Arbitrator Name	Appointment Date
Securitas Security Services, USA				722011000542		
M.C. Gill, Corporation Inc.				722011000547	Lee Jay Berman	9/19/2011
Darden Restaurants, Inc.				722011000548	Deborah Rothman	7/21/2011
Gursey Schneider LLP				722011000549	Robert L. Brent	7/11/2011
Citibank, NA				722011000557	Linda Susan Klibanow	7/14/2011
Highland Construction and Remodeling, Inc.	17887			722011000560	Joseph A Miller	7/19/2011
Highland Construction and Remodeling, Inc.	17887			722011000560	Joseph A Miller	7/19/2011
Darden Restaurants, Inc.				722011000566	Deborah Rothman	7/21/2011
Darden Restaurants, Inc.				722011000567	Deborah Rothman	7/21/2011
Darden Restaurants, Inc.				722011000568	Deborah Rothman	7/21/2011
NONE	2295			722011000570	Hon. Burton S Katz	6/28/2011
1Stop Kitchens & Flooring	20000			722011000572	Glenn Dale Hickman	8/10/2011
Fidelity Management Services				722011000573	James N Adler	8/4/2011
Pinkerton Government Services, Inc.				722011000575	Hon. James M Slater	7/27/2011
National Bank of California				722011000576	Hon. Philip M Saeta	7/28/2011
National Bank of California				722011000576	Hon. Philip M Saeta	7/28/2011
National Bank of California				722011000576	Hon. Philip M Saeta	7/28/2011
David Frankel Accountancy Corp.				722011000578	Robert L. Brent	7/12/2011
City Mark Juhl LLC				722011000581	Ira W David	10/25/2011
David Frankel Accountancy Corp.				722011000588	Ara Hovanessian	7/14/2011
DRP Construction				722011000590	Robert A Weissman	8/12/2011
L.A. Fitness International LLC				722011000592	Hon. Lawrence W Crispo (Ret.)	8/18/2011
DeVonshire Care Center				722011000593	James N Adler	10/5/2011
Harold J. Katzman, M.D., Inc.				722011000594	Alan Ribakoff	8/2/2011
Optimum Outsourcing, LLC				722011000597	Hon. James M Slater	8/18/2011
Arclight Cinema Company				722011000598		

Columns T- AA

A	T	U	V	W	X	Y	Z	AA
Non Consumer Party	Consumer Rep State	Consumer Self Re	Name of Consumer	Hearing Addr1	Hearing Addr2	Hearing City	Hearing State	Hearing Zip
Securitas Security Services, USA	CA	No						
M.C. Gill, Corporation Inc.	CA	No						
Darden Restaurants, Inc.	CA	No						
Gursey Schneider LLP	CA	Yes		515 Ocean Ave.	# 502 South	Santa Monica	CA	90402
Citibank, NA	CA	No						
Highland Construction and Remodeling, Inc.	CA	Yes		725 S. Figueroa Str	Suite 400	Los Angeles	CA	90017
Highland Construction and Remodeling, Inc.	CA	Yes		725 S. Figueroa Str	Suite 400	Los Angeles	CA	90017
Darden Restaurants, Inc.	CA	No						
Darden Restaurants, Inc.	CA	No						
Darden Restaurants, Inc.	CA	No						
NONE	CA	Yes						
1Stop Kitchens & Flooring	CA	No		5712 Colbath Avenue		Van Nuys	CA	91401
Fidelity Management Services	CA	No		725 S. Figueroa Str	Suite 400	Los Angeles	CA	90017
Pinkerton Government Services, Inc.	CA	No		85 Livingston Avenue		Roseland	NJ	7068
National Bank of California	CA	Yes		725 S. Figueroa Str	Suite 400	Los Angeles	CA	90017
National Bank of California	CA	Yes		725 S. Figueroa Str	Suite 400	Los Angeles	CA	90017
National Bank of California	CA	Yes		725 S. Figueroa Str	Suite 400	Los Angeles	CA	90017
David Frankel Accountancy Corp.	CA	Yes						
City Mark Juhl LLC	CA	Yes						
David Frankel Accountancy Corp.	CA	Yes		725 S. Figueroa Str	Suite 400	Los Angeles	CA	90017
DRP Construction	CA	No		725 S. Figueroa Str	Suite 400	Los Angeles	CA	90017
L.A. Fitness International LLC	CA	No						
DeVonshire Care Center	CA	No						
Harold J. Katzman, M.D., Inc.	CA	No						
Optimum Outsourcing, LLC	CA	No						
Arclight Cinema Company	CA	No						

ALTERNATIVE DISPUTE RESOLUTION SERVICES (ADR)

ADR Services, Inc. 1281.96 Consumer Arbitration Disclosure Information
As of 10/1/2012

Consumer Arbitration Record

Case Number:
08-6460

Last Updated:
1/9/2009

Case Type:
Uninsured Motorist

If Employment, Annual Salary Range:
Not Applicable

Date Demand Received:
Unknown

Arbitrator Name:
Dickinson, Scott J.

Arbitrator Appointment Date:
12/12/2018

Consumer represented by Counsel Y/N:
Yes

Name of the Non-Consumer Party:
21st Century Insurance

Number of Non-Consumer's Cases at ADR Services:
169

Disposition Status:
Pending

Disposition Date:
Not Applicable

Total Arbitration Fees:
Not Applicable

Fee Allocation (C/R):
Unknown

Claim Amount:
Unknown

Prevailing Party:
Not Applicable

Award Amount:
Not Applicable

ALTERNATIVE RESOLUTION CENTER (ARC)

ARC Consumer Arbitrations May 1, 2012

<u>CASE DATE</u> 1/4/2007	<u>CASE NAME</u> Claimant vs. Kaiser Foundation Health Plan	<u>CASE TYPE</u> HMO	<u>DISPOSITION</u> Case Heard
<u>CLAIM AMOUNT</u> Unknown	<u>AWARD AMOUNT</u>	<u>PREVAILING PARTY</u>	<u>AWARD DATE</u> N/A
<u>CLAIMANT COUNSEL</u> Jack D. Hull, Esq. Goldsmith & Burns		<u>RESPONDENT COUNSEL</u> Thomas M. Peabody, Esq. Carroll Kelly Trotter Franzen &	<u>ADDITIONAL PARTY</u>
<u>PANELIST</u> Hon. Michael Berg, Ret.		<u>TOTAL FEES</u> \$400.00	<u>DATE OF APPOINTMENT</u> 1/4/2007

<u>CASE DATE</u> 1/12/2007	<u>CASE NAME</u> Claimant vs. Kaiser Foundation Health Plan	<u>CASE TYPE</u> HMO	<u>DISPOSITION</u> Case Heard
<u>CLAIM AMOUNT</u> Unknown	<u>AWARD AMOUNT</u>	<u>PREVAILING PARTY</u>	<u>AWARD DATE</u> N/A
<u>CLAIMANT COUNSEL</u> Mr. Willie Cole		<u>RESPONDENT COUNSEL</u> Jacob M. Wiesel, Esq. Gittler & Bradford	<u>ADDITIONAL PARTY</u>
<u>PANELIST</u> Hon. Michael Berg, Ret.		<u>TOTAL FEES</u> \$400.00	<u>DATE OF APPOINTMENT</u> 1/12/2007

<u>CASE DATE</u> 2/7/2007	<u>CASE NAME</u> Claimant vs. Kaiser Foundation Health Plan	<u>CASE TYPE</u> HMO	<u>DISPOSITION</u> Case Heard
<u>CLAIM AMOUNT</u> Unknown	<u>AWARD AMOUNT</u>	<u>PREVAILING PARTY</u>	<u>AWARD DATE</u> N/A
<u>CLAIMANT COUNSEL</u> W. David Gurney, Esq. Law Offices of W. David Gurney		<u>RESPONDENT COUNSEL</u> Jeffery R. Erickson, Esq. LaFollette Johnson DeHaas	<u>ADDITIONAL PARTY</u>
<u>PANELIST</u> Hon. Michael Berg, Ret.		<u>TOTAL FEES</u> \$400.00	<u>DATE OF APPOINTMENT</u> 2/7/2007

BETTER BUSINESS BUREAU

LOS ANGELES

Better Business Bureau
October 1, 2012

CCP Section 1281.96 Data Collection Requirements
(From October 1, 2007 To October 1, 2012)

Non-Consumer Party	Total Cases	Dispute Type	Prevailing Party	Cons. Self	File Date	Disposition Date	Disposition Type	Award Amt.	Arbitrator	Appt.	Arb. Fee.	Cons. Fee %	Non-Cons. Fee %	Other Relief
B.B.Q. Islands Unlimited	3	Buyer/Seller	Consumer	Yes	12/27/07	2/6/09	Settlement	\$0.00	Lloyd Felver	1/23/09	0	0	0	0
B.B.Q. Islands Unlimited	3	Buyer/Seller	Non-Consumer	Yes	12/27/07	2/25/09	Awarded	\$6,338.00	Eric Blum	2/11/09	0	0	0	0
B.B.Q. Islands Unlimited	3	Buyer/Seller	Consumer	Yes	12/27/07	4/2/09	Denial	\$3,000.00	Tash Sogg	3/19/09	0	0	0	0
Foster Projects, Inc.	1	Buyer/Seller	Consumer	Yes	2/21/08	3/31/09	Denial	\$48,647.18	Steven Rosenthal	3/17/09	0	0	0	0
Greenstone Construction	1	Buyer/Seller	Consumer	Yes	4/9/08	1/27/09	Denial	\$52.00	Paul Loreto	1/13/09	0	0	0	0
EWM Construction	1	Buyer/Seller	Consumer	Yes	4/9/08	1/27/09	Denial	\$52.00	Paul Loreto	1/13/09	0	0	0	0
J.F.P. Construction Consultant	3	Buyer/Seller	Non-Consumer	Yes	4/14/08	2/6/09	Awarded	\$2,061.96	Lloyd Felver	1/23/09	0	0	0	0
Van Duzen Construction, Inc.	1	Buyer/Seller	Non-Consumer	Yes	4/18/08	12/4/08	Awarded	\$10,000.00	Gail Frommer	11/20/08	0	0	0	0
Gerard A. Fierro & Associates	1	Buyer/Seller	Non-Consumer	Yes	4/25/08	12/31/08	Awarded	\$1,363.50	Arthur Devine	12/17/08	0	0	0	0
Ultimo Organization, Inc.	8	Buyer/Seller	Consumer	Yes	4/25/08	7/13/09	Settlement	\$0.00	Ernest Bishop	6/29/09	0	0	0	0
Christie Construction	1	Buyer/Seller	Consumer	Yes	5/13/08	5/13/09	Awarded	\$9,934.10	Daniel Saling	4/29/09	0	0	0	0
Company, Inc.	2	Buyer/Seller	Consumer	Yes	5/14/08	2/23/09	Settlement	\$0.00			0	0	0	0
The Elegant Affair	1	Buyer/Seller	Consumer	Yes	5/14/08	2/23/09	Settlement	\$0.00			0	0	0	0
Albert's Mobile Repair	1	Buyer/Seller	Non-Consumer	Yes	7/15/08	2/23/09	Awarded	\$464.00	Debra Garrett	2/9/09	0	0	0	0
Royalty Remodeling, Inc.	1	Buyer/Seller	Consumer	Yes	8/18/08	4/14/09	Denial	\$141,577.42	Karen Weiss	3/31/09	0	0	0	0
Herman & Chamow, CPA's	1	Buyer/Seller	Consumer	Yes	8/29/08	2/25/09	Settlement	\$0.00			0	0	0	0
Desert Window Treatments, Inc.	4	Buyer/Seller	Non-Consumer	Yes	9/3/08	5/7/09	Awarded	\$2,033.82	Lloyd Felver	4/23/09	0	0	0	0
Desert Window Treatments, Inc.	4	Buyer/Seller	Non-Consumer	Yes	9/4/08	7/22/09	Awarded	\$2,150.00			0	0	0	0
Desert Window Treatments, Inc.	4	Buyer/Seller	Consumer	Yes	9/4/08	2/3/09	Settlement	\$0.00			0	0	0	0
Extreme Home Remodeling, Inc.	3	Buyer/Seller	Consumer	Yes	9/5/08	2/10/09	Denial	\$0.00	Arthur Devine	1/27/09	0	0	0	0
Extreme Home Remodeling, Inc.	3	Buyer/Seller	Consumer	Yes	9/8/08	1/28/09	Denial	\$0.00	Elizabeth Moreno	1/14/09	0	0	0	0
Extreme Home Remodeling, Inc.	3	Buyer/Seller	Non-Consumer	Yes	9/9/08	2/17/09	Awarded	\$2,400.00	Karen Weiss	2/3/09	0	0	0	0
Classic Carpets and Draperies	2	Buyer/Seller	Non-Consumer	Yes	9/11/08	3/3/09	Awarded		Karen Weiss	2/17/09	0	0	0	0
All Valley RV Center, Inc.	1	Buyer/Seller	Consumer	Yes	9/12/08	1/13/09	Denial		Dirk Gustafson	12/30/08	0	0	0	0
Classic Carpets and Draperies	2	Buyer/Seller	Consumer	Yes	9/12/08	2/13/09	Denial	\$1,000.00	Arthur Devine	1/30/09	0	0	0	0
Lewis Roofing, Inc.	5	Buyer/Seller	Consumer	Yes	11/7/08	1/7/09	Settlement	\$0.00			0	0	0	0
Cassady Roofing, Inc.	4	Buyer/Seller	Non-Consumer	Yes	11/20/08	3/5/09	Awarded	\$5,813.40	Richard Gilbert	2/19/09	0	0	0	0
Houck Construction	1	Buyer/Seller	Consumer	Yes	11/24/08	12/17/08	Settlement	\$0.00			0	0	0	0
Ragnarok Cattery	2	Buyer/Seller	Consumer	Yes	11/24/08	2/12/09	Denial		Tash Sogg	1/29/09	0	0	0	0
Fast Plans	1	Buyer/Seller	Consumer	Yes	12/5/08	4/17/09	Awarded	\$1,260.00	Arnold Sklar	4/3/09	0	0	0	0
Hull & Sons Roofing Company	2	Buyer/Seller	Non-Consumer	Yes	12/8/08	2/25/09	Awarded	\$4,700.00			0	0	0	0

BETTER BUSINESS BUREAU NORTHEAST CALIFORNIA

Arbitration reports are listed directly on the website

cid	Date	BusinessName	Number of Arbitrations in 5 Years
65023025	2013-03-11	The Sleep Train, Inc.	1
65025494	2013-02-14	E-Z Living Cleaning, LLC	1
65026518	2013-02-14	Ridgeline Construction	1
65027239	2013-02-05	California Tile and Granite Corp.	1
65019355	2012-09-19	Quality First Home Improvement, Inc.	1
65022641	2012-09-04	Bonney Plumbing, Inc.	1
65021162	2012-06-25	The Auto Shop	1

Example of individual arbitration report

Business Name	The Sleep Train
Consumer State	CA
Consumer Zip	95448-9712
Complaint Type	Goods/Services
Prevailing Party	
Attorney Information	
Date Demanded	2013-03-11
Arbitrator Appointed Date	
Dispute Closed Date	2013-03-11
Dispute Disposition	
Claim Amount	
Award Amount	
Other Relief Granted	
Arbitrator	
Arbitrator Fees	
% of Fee to Business	
% of Fee to Consumer	
Hearing Address	3075 Beacon Blvd West Sacramento, CA

JAMS

JAMS, Inc. Consumer Arbitrations

<u>CASE DATE</u>	<u>CASENAME</u>	<u>CASETYPE</u>	<u>DISPOSITION</u>
03/27/2008	Fisher Investments, Inc. vs. Private Party	Employment	Worksheet Converted

AWARD INFORMATION

<u>CLAIM AMOUNT*</u>	<u>PREVAILING PARTY\AWARD</u>	<u>DISPOSITION DATE</u>
Unknown	NONE	Mar 27, 2008

PARTY INFORMATION

	<u>COUNSEL</u>	<u>PARTY NAME</u>	<u>NUMBER OF CASES HEARD W/JAMS</u>	<u>SALARY IF EMPLOYMENT</u>
Claimant	Duckor Spradling Metzger & Wynne Scott L. Metzger	Fisher Investments, Inc.	44	Parties declined to provide data
Respondent	Paul Plevin Sullivan & Connaughton LLP J. Rod Betts	Private Party	0	Parties declined to provide data
	Private Party		0	Parties declined to provide data

JUDICATE WEST

Judicate West

Quarterly Consumer Arbitration Disclosure
Date Last Updated: December 31st, 2012

1851 E. First Street
Suite 1600
Santa Ana, CA 92705
www.adjudicateinc.com

Case Number: A100046 **Type of Dispute:** Insurance **Filing Date:** 1/19/2000
Date Arbitrator Appointed: 2/12/2000 **Arbitrator:** Troy D. Roe, Esq.
Respondent Party: Mercury Insurance Company
Consumer Represented by Attorney: Yes **Amount of Claim:** Unknown **Award:**
Disposition Date: 6/6/2000 **Disposition:** N/A **Prevailing Party:**
Arbitration Fees: \$150.00 **Fee Allocation:** Pro Rata

Case Number: A100056 **Type of Dispute:** Insurance **Filing Date:** 2/4/2000
Date Arbitrator Appointed: 2/28/2000 **Arbitrator:** Honorable Russell Bostrom
Respondent Party: 20th Century Insurance Company
Consumer Represented by Attorney: Yes **Amount of Claim:** Unknown **Award:**
Disposition Date: 5/31/2000 **Disposition:** N/A **Prevailing Party:**
Arbitration Fees: \$150.00 **Fee Allocation:** Pro Rata

Case Number: A100072 **Type of Dispute:** Insurance **Filing Date:** 1/20/2000
Date Arbitrator Appointed: 2/13/2000 **Arbitrator:** Honorable Russell Bostrom
Respondent Party: 20th Century Insurance Company
Consumer Represented by Attorney: Yes **Amount of Claim:** Unknown **Award:**
Disposition Date: 5/26/2000 **Disposition:** N/A **Prevailing Party:**
Arbitration Fees: \$150.00 **Fee Allocation:** Pro Rata

Case Number: A100077 **Type of Dispute:** Insurance **Filing Date:** 1/20/2000
Date Arbitrator Appointed: 2/13/2000 **Arbitrator:** Troy D. Roe, Esq.
Respondent Party: Mike Rynkiewicz
Consumer Represented by Attorney: Yes **Amount of Claim:** Unknown **Award:** \$14,591.65
Disposition Date: 6/27/2000 **Disposition:** Awarded **Prevailing Party:** Plaintiff
Arbitration Fees: \$2,100.00 **Fee Allocation:** Pro Rata

NATIONAL ARBITRATION FORUM (NAF)

California Consumer* Arbitrations 01/01/09 - 03/31/09

Case Name Chase Bank USA, N.A. v Consumer
Case Type Collection
Start Date 08/11/2008
Arb. Selection Date 12/04/2008
End Date 01/02/2009
Dispute Disposition Hearing/Default ***
Prevailing Party Business
Non-Consumer Previously a Party** 1159
Claim Amt \$3,354.33
Award Amt \$3,354.33
ADR Neutral Ronald Kahn
Consumer Fees \$0.00
Business Fees \$60.00
Total Arbitration Fees \$60.00
Individual Represented by Counsel Unknown

* Consumers are defined by California Rules Of Court, Ethics Standards for Neutral Arbitrators in Contractual Arbitration, Standard 2(d) and (e) as consumers and employees who were required to accept an arbitration provision in a contract drafted by a non-consumer or its representative.

** The number of times the non-consumer party has appeared is reported with reference to each reporting period of these statistics.

*** In cases administered under the NAF Code of Procedure, the arbitrator considers all evidence, whether or not there is a response to the claim.

OFFICE OF THE INDEPENDENT ADMINISTRATOR

Disclosures Required by CCP Section 1281.96

For the Office of the Independent Administrator Arbitration Demands Received On or after Jan. 1, 2003

ID #	Type of Dispute	Amount of Claim	Rep by Atty	OIA Rec'd Demand	Application Completed	Date of Disposition	Disposition	Prevailing Party	NA's Fees	Allocation of Fees	Amount of Award
AA002bA	Med mal	200K+	Yes	01/29/10	04/13/10	05/06/11	Award after Hearing	Non-Consumer	\$11,803.00	100% NC	
Respondent		Kaiser Foundation Health Plan									
Neutral arbitrator		Kuhl, P. Beach									
Neutral appointed		07/20/10									
AA002bB	Med mal U		No	01/29/10	04/15/10	08/10/10	Claim Withdrawn	Not Applicable	NO FEE		
Respondent		Kaiser Foundation Health Plan									
Neutral arbitrator		Kuhl, P. Beach									
AA002bC	Med mal U		Yes	02/01/10	02/02/10	04/29/11	Award after Hearing	Non-Consumer	\$14,700.00	100% NC	
Respondent		The Permanente Federation, L									
Respondent		Kaiser Foundation Health Plan									
Respondent		Kaiser Foundation Hospitals									
Neutral arbitrator		Gilbert, Richard									
Neutral appointed		06/22/10									
AA002bD	Lien	\$13,209.71	Yes	02/02/10	02/04/10	03/23/11	Parties Settled	Not Applicable	\$1,452.00	100% NC	
Respondent		Kaiser Member									
Neutral arbitrator		Reese, Thomas									
Neutral appointed		07/01/10									
AA002bE	Med mal	\$250K	Yes	02/02/10	02/02/10	03/16/10	Parties Settled	Not Applicable			
Respondent		Kaiser Foundation Health Plan									
AA002bF	Med mal	\$250K+	Yes	02/02/10	03/12/10	05/13/10	Claim Withdrawn	Not Applicable	\$825.00	100% NC	
Respondent		Kaiser Foundation Health Plan									
Respondent		Kaiser Foundation Hospitals									
Respondent		So. Cal. Permanente Med. Grp.									

RESOLUTION REMEDIES

Case Information			
RR Number	Case Name		
23251	Brown vs Kaiser		
Case Date	Case Type		
12/10/03	Wrongful Death		
Prevailing party		Date of Disposition	
n/a		n/a	
Disposition			
Parties Settled			
Claim Amount	Award Amount	Award Date	
n/a	n/a	n/a	
Counsel/Law Firm			
Claimant Counsel			
Walter Davis, Law Offices			
Respondent Counsel			
Lucey, Watkins & Lamson			
Additional Party			
Arbitrator			
Arbitrator			
Judge Victor Campilongo			
Total Fees		Date of Appointment	
\$6,000.00		12/10/03	
Arbitrator Fee Allocation			
100% Respondent			
Number of times non-consumer party had previous arbitration with Resolution Remedies?			
5			

APPENDIX B: COMPLIANCE DATA

The raw data collected during the review of the eleven provider's disclosure reports is displayed in the two following tables:

Table 1- Content of Reports: Fields Utilized as Required by §1281.96. This table displays the general content of the report and whether each provider's report contains the fields required by §1281.96.

Table 2- Completeness of Reports. This table displays the results of a case study of 100 cases from each provider's report, or the maximum number of cases available if less than 100 cases were reports.⁵² The cases from each company's report were manually converted into an excel format for each organization. While the conversion was conducted with the utmost care, as it was a manual conversion it is possible that errors were made; thus, the percentages below are the approximations of the frequency of reporting of a sample of cases from each provider.

The Table reflects the percentage of cases in which the company provided a response for each field. Endnotes following the Table provide further explanations about the composition of particular percentages. Each percentage was determined by calculating the total cases out of 100 for which the provider reported a response, with the exception of the following fields:

- Salary if Employment- total cases out of the total employment cases, for which the provided reported a response.
- Prevailing party- total cases for which the provider reported a prevailing party or a response of none, n/a, or repeated the disposition, if there was no prevailing party due to the reported case disposition. Blank responses were not counted.
- Amount of award- total cases for which the provider reported an award amount or a response of none, n/a if there was not an award due to the case disposition. Blank responses were not counted.
- Fee Allocation- total cases for which the provider reported a fee allocation out of the total number of cases for which the provider reported a total fee.

⁵² NAF's case study was based on the 95 cases in Quarter 1 of 2010; NAM based on 8 posted cases; BBB NE Ca based on 52 cases.

**TABLE 1- CONTENT OF REPORTS: FIELDS UTILIZED AS REQUIRED BY
§1281.96**

Required Fields	AAA	ADR Services	ARC	BBB LA	BBB NE CA	JAMS	Judicate West	NAF	NAM	OIA	Resolution Remedies
Name of non-Consumer Party ¹	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type of Dispute	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Amount of Wages (if Employment)	✓	✓	X	X	X	✓	X	X	✓	X	X
Consumer Represented by attorney	✓	✓	✓	✓ ²	✓	✓	✓	✓	✓	✓	✓
Whether non-consumer Prevailed ³	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Occurrences Non-Consumer was party	X	✓	X	✓	✓	✓	X	✓	✓	X	✓
Date of Demand for Arbitration ⁴	✓	✓	X ⁵	✓	✓	X ⁶	✓	✓	✓	✓	X ⁷
Date Arbitrator Appointed	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Date of Disposition	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Type of Disposition	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Amount of Claim	✓	✓	✓	X	✓	✓	✓	✓	✓	✓	✓
Amount of Award	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Other Relief	✓	X	X	✓	✓	X	X	X	X	X	X
Name of Arbitrator	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Total Fee	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Allocation	✓	✓	X	✓	✓	✓	✓	✓	✓	✓	✓

TABLE 2- COMPLETENESS OF REPORTS

Required Fields	AAA	ADR	ARC	BBB LA	BBB NE CA	JAMS	Judicate West	NAF	NAM	OIA	Resolution Remedies
Name of non-Consumer Party	100% ⁸	100% ⁹	100% ¹⁰	100% ¹¹	100% ¹²	100% ¹³	100% ¹⁴	100% ¹⁵	100% ¹⁶	100% ¹⁷	100% ¹⁸
Type of Dispute	100% ¹⁹	100% ²⁰	99% ²¹	100% ²²	100% ²³	100% ²⁴	97% ²⁵	100% ²⁶	100% ²⁷	100% ²⁸	97% ²⁹
Amount of Wages (if Employment)	27% ³⁰	.03% ³¹	X	X ³²	X ³³	0.07% ³⁴	X	X	0% ³⁵	X	X
Consumer Represented by attorney	100% ³⁶	100% ³⁷	100% ³⁸	100% ³⁹	0% ⁴⁰	100% ⁴¹	100% ⁴²	0.03% ⁴³	100% ⁴⁴	100% ⁴⁵	98% ⁴⁶
Prevailing Party	3% ⁴⁷	100% ⁴⁸	1% ⁴⁹	24% ⁵⁰	0% ⁵¹	100% ⁵²	55% ⁵³	100% ⁵⁴	100% ⁵⁵	100% ⁵⁶	57% ⁵⁷
Occasions Non-Consumer was party	X ⁵⁸	100% ⁵⁹	X	100% ⁶⁰	100% ⁶¹	100% ⁶²	X	100% ⁶³	100% ⁶⁴	X ⁶⁵	99% ⁶⁶
Date of Demand for Arbitration	100% ⁶⁷	99% ⁶⁸	X ⁶⁹	100% ⁷⁰	100% ⁷¹	X ⁷²	100% ⁷³	100% ⁷⁴	100% ⁷⁵	100% ⁷⁶	X ⁷⁷
Date Arbitrator Appointed	81% ⁷⁸	100% ⁷⁹	100% ⁸⁰	38% ⁸¹	.06% ⁸²	100% ⁸³	100% ⁸⁴	62% ⁸⁵	87% ⁸⁶	72% ⁸⁷	99% ⁸⁸
Date of Disposition	100% ⁸⁹	100% ⁹⁰	8% ⁹¹	95% ⁹²	100% ⁹³	100% ⁹⁴	96% ⁹⁵	100% ⁹⁶	75% ⁹⁷	100% ⁹⁸	31% ⁹⁹
Type of Disposition	100% ¹⁰⁰	100% ¹⁰¹	100% ¹⁰²	100% ¹⁰³	0% ¹⁰⁴	100% ¹⁰⁵	60% ¹⁰⁶	100% ¹⁰⁷	100% ¹⁰⁸	100% ¹⁰⁹	64% ¹¹⁰
Amount of Claim	41% ¹¹¹	5% ¹¹²	0% ¹¹³	X	0.04% ¹¹⁴	0% ¹¹⁵	0% ¹¹⁶	100% ¹¹⁷	12% ¹¹⁸	58% ¹¹⁹	0% ¹²⁰
Amount of Award	9% ¹²¹	99% ¹²²	7% ¹²³	96% ¹²⁴	0.02% ¹²⁵	98% ¹²⁶	75% ¹²⁷	100% ¹²⁸	75% ¹²⁹	0% ¹³⁰	74% ¹³¹
Other Relief	5% ¹³²	X	X	100% ¹³³	0% ¹³⁴	X	X	X	X	X	X
Name of Arbitrator	81% ¹³⁵	100% ¹³⁶	100% ¹³⁷	38% ¹³⁸	0.04% ¹³⁹	87% ¹⁴⁰	100% ¹⁴¹	62% ¹⁴²	100% ¹⁴³	76% ¹⁴⁴	100% ¹⁴⁵
Total Fee	56% ¹⁴⁶	97% ¹⁴⁷	100% ¹⁴⁸	0% ¹⁴⁹	0% ¹⁵⁰	74% ¹⁵¹	96% ¹⁵²	100% ¹⁵³	100% ¹⁵⁴	76% ¹⁵⁵	62% ¹⁵⁶
Allocation	100% ¹⁵⁷	100% ¹⁵⁸	X	0% ¹⁵⁹	0% ¹⁶⁰	100% ¹⁶¹	100% ¹⁶²	100% ¹⁶³	87% ¹⁶⁴	100% ¹⁶⁵	58% ¹⁶⁶

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- ¹ Some providers use the title “Case Name” (Jams, NAF, ARC, Resolution Remedies); Some providers use the title “Respondent” (OIA, JudicateWest)
- ² BBB LA uses “Com. Sel.” to indicate whether the consumer is self-represented.
- ³ Some providers use the title “Counsel” (JAMS) or “Claimant Counsel” (ARC, Resolution Remedies)
- ⁴ Some providers use the title Filing Date (AAA, Judicate West, BBB LA); Some providers use the title “Start Date” (NAF); Some providers use the title “Case Date” which is not the equivalent of the date of demand (ARC, JAMS, Resolution Remedies).
- ⁵ ARC uses “Case Date” which is the same as the “date of appointment.”
- ⁶ JAMS uses a “Case Date” which is the same or later date than the “arbitration appointment date.”
- ⁷ Resolution Remedies provides a “case date” which is the same or later date than the “arbitration appointment date.”
- ⁸ AAA reported the “non-consumer party” in 100 out of 100 cases.
- ⁹ ADR reported the “name of the non-consumer party” in 100 out of 100 cases.
- ¹⁰ ARC reported the “case name” which includes the non-consumer party name in 100 out of 100 cases.
- ¹¹ BBB LA reported the “non-consumer party” name in 100 out of 100 cases.
- ¹² BBB NE CA reported the “business name” in 52 out of 52 cases.
- ¹³ JAMS reported a “case name” which included the non-consumer party name in 100 out of 100 cases.
- ¹⁴ Judicate West reported the “Respondent Party” in 100 out of 100 cases.
- ¹⁵ NAF reported the “Case Name” which includes the non-consumer party (i.e. “CACH, LLC v Consumer) in 95 out of 95 cases.
- ¹⁶ NAM reported the non-consumer party as the “Case Caption,” (i.e. “Claimant v Carmax Auto Superstores”) in 8 out of 8 cases.
- ¹⁷ OIA reported the “respondent” as Kaiser in 100 out of 100 cases.
- ¹⁸ Resolution Remedies reported the “case name” in 100 out of 100 cases.
- ¹⁹ AAA reported the “type of dispute” in 100 out of 100 cases.
- ²⁰ ADR reported the “case type” in 100 out of 100 cases.
- ²¹ ARC reported the “case type” in 99 out of 100 cases. 1 case was left blank.
- ²² BBB LA reported the “dispute type” in 100 out of 100 cases.
- ²³ BBB NE CA reported “complaint type” in 52 out of 52 cases.
- ²⁴ JAMS reported a “case type” in 100 out of 100 cases.
- ²⁵ Judicate West reported the “type of dispute” in 97 out of 100 cases. 3 cases were left blank.
- ²⁶ NAF reports the “Case type” in 95 out of 95 cases. All 95 cases report the “case type” as “collection.”
- ²⁷ NAM reported the “case type” in 8 out of 8 cases.
- ²⁸ OIA reported the “type of dispute” in 100 out of 100 cases.
- ²⁹ Resolution Remedies reported the “case type” in 97 out of 100 cases; 2 cases were left blank, and 1 case was listed as “n/a”
- ³⁰ AAA reported the “salary rage” in 18 out of 66 employment cases. AAA reported the remaining 48 employment cases as “not given/provided by the party(s).”
- ³¹ ADR reported the “annual salary range” for 1 out of the 29 employment cases. The remaining 28 employment cases were reported as unknown.
- ³² BBB LA did not include a category for “amount of wages if employment case,” however, BBB LA not arbitrate any employment disputes during the reporting period; each dispute type was listed as “buyer/seller.”
- ³³ BBB NE CA does not report any employment disputes in the 52 cases available; 5 cases are reports as “hot line” and 47 are “goods/services.”
- ³⁴ JAMS reported the “salary if employment” in 4 out of the 56 “employment” cases. The other 52 employment cases are reported as “partied declined to provide data.” The 44 non-employment cases in the sample left the “salary if employment” field blank.
- ³⁵ NAM did not report the salary in 6 out of 6 employment cases; each was listed as “unknown.”
- ³⁶ AAA reported whether the “consumer self repd” in 100 out of 100 cases; 62 cases were reported as “No,” and 38 as “Yes.” AAA provides an additional field for the “name of the consumer’s attorney” which was left blank in 100 out of 100 cases.
- ³⁷ ADR reported whether the “consumer represented by counsel Y/N” in 100 out of 100 cases.
- ³⁸ ARC reported the “claimant counsel” in 100 out of 100 cases. ARC uses two categories, “claimant counsel” and “respondent counsel;” In some cases, one can determine which party is the claimant as the “case name” reads “Claimant v Kaiser,” however, in other cases it is unclear which party is the claimant, such as “Antio Valdez v The

CAO Institute of Aesthetics,” or further, it is unclear which party is the non-consumer party, such as “Ellis Liebert vs Esther Baker.”

³⁹ BBB LA reported that the consumer was self-represented in 100 out of 100 cases.

⁴⁰ BBB NE CA did not report whether the consumer was represented by an attorney in 52 out of 52 cases; each was left blank.

⁴¹ JAMS reported two categories “Claimant Counsel” and “Respondent Counsel.” JAMS reported the counsel name in 100 out of 100 cases for both categories. In some cases, the claimant is the non-consumer party, for example in the case “Fiasher Investments vs Private Party,” Fisher Investments is listed as the Claimant.

⁴² Judicate West reported whether the “consumer party is represented” by an attorney in 100 out of 100 cases.

⁴³ NAF reported whether the “individual was represented by counsel” in 3 out of 95 cases. The remaining 92 cases were reported as “unknown.”

⁴⁴ NAM reported whether “claimant represented by counsel” in 8 out of 8 cases.

⁴⁵ OIA reported whether the “consumer party was represented by an attorney” in 100 out of 100 cases.

⁴⁶ Resolution Remedies reported two categories “Claimant Counsel” and “Respondent Counsel;” it is unclear whether the non-consumer is the claimant or respondent. Assuming the claimant is the consumer party, Resolution Remedies provides counsel in 98 out of 100 cases; 1 case is “blank” and 1 case is reported as “n/a”

⁴⁷ AAA reported the prevailing party as the consumer in 3 out of 100 cases. In those 3 cases, the disposition was reported as “awarded” or “consent awarded.” The prevailing party in the remaining 97 cases was left blank, and the case dispositions were reported as “award or consent awarded” (25) “settled” (40), “withdrawn” (9), “mediation impasse” (7), “mediation settled” (14), or “permanently stayed” (2).

⁴⁸ ADR provided response for the “prevailing party” in 100 out of 100 cases. 34 cases reported the “prevailing party” as claimant or respondent in which the disposition was reported as “award.” ADR reported the “prevailing party” as “not applicable” in 66 cases in which the disposition was reported as “Settled” (38), “Pending” (22), “Cancelled (4), “Dismissed (1), “Disqualified (1).

⁴⁹ ARC reported a “prevailing party” in 1 out of 100 cases, in which the disposition was reported as “case heard”. The prevailing party was left blank in 99 out of 100 cases in which the case disposition was case heard, settled prior, dismissed, closed, dismissed, case set, or off/steve.

⁵⁰ BBB LA reported a “prevailing party” in 24 out of 100 cases in which the disposition was reported as “awarded.” However, BBB LA also reported that a consumer or non-consumer prevailed in the other 76 cases, when the disposition was reported as “denial” (12) or “settlement” (64). Although a response was provided, these 76 cases were not considered to be accurate reporting.

⁵¹ BBB NE CA did not report the prevailing party in 52 out of 52 cases; each was left blank.

⁵² JAMS reported a response for “prevailing party/award” in 100 out of 100 cases. 23 cases report the prevailing party as “arbitration dismissed or abandoned” when the disposition is reported as canceled (or form thereof), “heard-dismissal granted,” “no response from adverse party,” or “worksheet converted.” 6 cases report an “award for claimant” and the disposition as “heard award.” 10 cases report an “award for respondent” and the disposition as “heard award.” 1 case reports “plaintiff monetary” as the prevailing party, and disposition as “heard award.” 39 cases report the prevailing party as “settled prior to final award,” and the disposition as canceled (or form thereof) or “heard, settled at hearing” 21 cases list the prevailing party as “none” and the disposition as cancelled or “worksheet converted.”

⁵³ Judicate West reported a response for the “prevailing party” in 55 out of 100 cases. Each of those 55 cases reported a disposition of “awarded.” The “prevailing party” in the remaining 45 cases was left blank and the case dispositions were “N/A” (40), “Not Settled” (1), and “Settled (4).

⁵⁴ NAF reported a response for the “prevailing party” in 95 out of 95 cases. The prevailing party is listed as “settled” in 1 case in which the disposition was also “settled. 23 cases were listed as “N/A” and the disposition was settled, dismissed. The prevailing party is listed as consumer in 27 cases, however for each of the 27 cases, the disposition is listed as “dismissed.” The remaining 44 cases list the business as the prevailing party.

⁵⁵ NAM provided a response to “prevailing party/award” in 8 out of 8 cases. NAM reported respondent as the prevailing party in 2 out of 2 cases in which the disposition was reported as “decision rendered.” NAM reported the prevailing part as “not applicable” in 1 case in which the disposition as “waiting for claim filing;” as “none” in 4 cases in which the disposition was settled, or “claimant withdrew,” and 1 as pending, in which the disposition was “pending.”

⁵⁶ OIA reported a “prevailing party” or “not applicable” in 100 out of 100 cases; the prevailing party is reported as “not applicable” in 78 cases, and each of the 78 cases reflects a disposition for which there is no prevailing party, including “abandoned,” “case consolidated,” “claim withdrawn,” “dismissed by NA.”

⁵⁷ Resolution Remedies reported a response in 57 out of 100 cases. Of those 57 cases, 11 cases reported a prevailing party, and 46 cases were reported as “n/a” and the disposition as “parties settled,” “withdrawn,” “dismissed,” “disqualified.” The remaining 43 cases were reported as follows: dismissed (2), left blank (11), n/a with a disposition of n/a (28), n/a/disqualified (1) with disposition of n/a, and settled prior to hearing (1) with disposition as n/a.

⁵⁸ AAA did not provide a category for the number of occasions the non-consumer was party. However, AAA provided a “Case ID” category. The number of occasions on which a non-consumer was a prior party can be deduced from examining the number of “Case IDs” associated with each non-consumer party. (At the commencement of the research in the Spring 2012, AAA provided a PDF format of the data in which there was a specific category for the total cases per party. AAA reformatted their website in the Spring of 2012. As of March 2013, the excel spreadsheet posted on AAA’s website does not provide such a category.)

⁵⁹ ADR reported the “number of non-consumer cases with ADR” in 100 out of 100 cases.

⁶⁰ BBB LA reported the “total cases” for each non-consumer party in 100 out of 100 cases.

⁶¹ BBB NE CA reported “number of occasions non-consumer previously a party” in 52 out of 52 cases.

⁶² JAMS reported the “Number of cases heard with JAMS,” in 100 out of 100 cases.

⁶³ NAF reported whether the “non-consumer previously a party” in 95 out of 95 cases.

⁶⁴ NAM reported the “number of times respondent has been a party” in 8 out of 8 cases.

⁶⁵ OIA does not include a field for the number of occasions the non-consumer was a party; however, Kaiser is always the non-consumer, “respondent,” party.

⁶⁶ Resolution Remedies reported the “number of times a non-consumer previously arbitrated with RR” in 99 out of 100 cases; 1 case did not have a field to report this data. Only 4 of the 100 cases were not with Kaiser. In the remaining Kaiser cases the number of occasions is reported inconsistently. For example, in January 2005, in the case *Rusch v Stonebrook & Kaiser*, Resolution Remedies reports Kaiser arbitrated 270 cases. In February 2006, in *Hafferkamp v Kaiser*, Resolution Remedies reports Kaiser arbitrated 3 cases. In November 2007, in *Fry v Kaiser*, Resolution Remedies reports Kaiser arbitrated 259 cases.

⁶⁷ AAA reported the “filing date” in 100 out of 100 cases.

⁶⁸ ADR reported the “date demand received” in 99 out of 100 cases. 1 case was reported as “unknown.”

⁶⁹ ARC does not report the “date of demand,” but instead reports a “Case Date.” The “case date” is the same date as the “date of appointment” of the arbitrator in 100 out of 100 cases; it is unclear whether the arbitrator is appointed on the date of demand, or the case date reflects the date the arbitrator is appointed.

⁷⁰ BBB LA reported the “file date” in 100 out of 100 cases.

⁷¹ BBB NE CA reported a “date demanded” in 52 out of 52 cases; the “date demanded” is the same date as the “dispute closed date” in 46 out of the 52 cases. Either the case was resolved on the same day arbitration was demanded or this is incorrect reporting.

⁷² JAMS reported a “Case Date,” in 100 out of 100 cases; this case date is generally later in time than the arbitrator appointment date, thus does seem to represent a date of demand.

⁷³ Judicate West reported the “filing date” in 100 out of 100 cases.

⁷⁴ NAF reported the “start date” in 95 out of 95 cases.

⁷⁵ NAM reported the “date submitted” in 8 out of 8 cases.

⁷⁶ OIA reported the date “OIA rec’d demand” in 100 out of 100 cases.

⁷⁷ Resolution Remedies reports a “Case Date” in 86 out of 100 cases. In 22 of the 86 cases, the “case date” is the same date as the appointment of the arbitrator. 1 case is left blank, and 13 cases are reported as “n/a”

⁷⁸ AAA reported the “arbitrator appointment” date in 81 out of 100 cases. The remaining 19 cases were left blank. Of those 19 cases, the disposition was listed as withdrawn in 5 cases, and settled in 14 cases; however, it is unclear whether an arbitrator was not appointed because the case was withdrawn or settled, or whether this reflects a lack of reporting as other cases reported as settled or withdrawn reflected the date the arbitrator was appointed.

⁷⁹ ADR reported the “arbitrator appointment date” in 100 out of 100 cases.

⁸⁰ ARC reported the “date of appointment” in 100 out of 100 cases.

⁸¹ BBB LA reports the date the arbitrator was appointed in 38 out of 100 cases; 62 cases were left blank.

⁸² BBB NE LA reported the “arbitrator appointed date” in 3 out of 52 cases.

⁸³ JAMS reported the “appointment date” in 100 out of 100 cases.

⁸⁴ Judicate West reported the “date arbitrator appointed” in 100 out of 100 cases.

⁸⁵ NAF reports the “Arb. selection date” in 59 out of 95 cases. The remaining 36 cases were left blank.

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- ⁸⁶ NAM reported a response for “appointment date” in 7 out of 8 cases: 5 case report an appointment date, 1 case reports “not scheduled” with the disposition as “pending,” 1 case reported “unknown” with the disposition reported as “waiting for claim to be filed.” 1 case did not contain a field for the appointment date
- ⁸⁷ OIA reported the date of “neutral appointment” in 72 out of 100 cases. The remaining cases did not contain a field to report the neutral appointment date. In it unclear whether the remaining cases lacking a field to report the neutral appointment date convey accurate reporting or a failure to report; for example, a neutral may not have been appointed because the case disposition was settled, abandoned, or withdrawn.
- ⁸⁸ Resolution Remedies reported the “date of appointment” in 99 out of 100 cases.
- ⁸⁹ AAA reported the “disposition date” in 100 out of 100 cases.
- ⁹⁰ ADR provided a response for the “disposition date” in 100 out of 100 cases. ADR reported a date in all cases in which the disposition was listed as “Award” (34), “Cancelled” (4), “Disqualified” (1), “Dismissed (1)” and “Settled” (38). ADR listed the disposition date as “Not Applicable” in the remaining cases in which the disposition was “Pending” (22).
- ⁹¹ ARC reported an “award date” for 8 out of 100 cases. The “award date” for the 92 cases was reported as “N/A,” whether the disposition was reported as “case heard,” “settled prior,” or “case dismissed.”
- ⁹² BBB LA reported the “disposition date” in 95 out of 100 cases; 5 cases were left blank.
- ⁹³ BBB NE CA reported the “dispute closed date” in 52 out of 52 cases.
- ⁹⁴ JAMS reported the “disposition date” in 100 out of 100 cases.
- ⁹⁵ Judicate West reported the “date of disposition” in 96 out of 100 cases. 4 cases are left blank, and the disposition for those cases is reported as “N/A”
- ⁹⁶ NAF reported the “end date” in 95 out of 95 cases.
- ⁹⁷ NAM reported a “disposition date” in 6 out of 8 cases. The 2 remaining cases did not contain a field for date of disposition.
- ⁹⁸ OIA reported the “date of disposition” in 100 out of 100 cases.
- ⁹⁹ Resolution Remedies reports the “date of disposition” in 31 out of 100 cases. The remaining 69 cases were reported as “n/a” or left blank. 30 out of these 69 cases reporting “n/a” provided a disposition of dismissed, disqualified, n/a disqualified, parties settled or withdrawn; however there should be a date of when this determination was made.
- ¹⁰⁰ AAA reported the “type of disposition” in 100 out of 100 cases.
- ¹⁰¹ ADR reported the “disposition” in 100 out of 100 cases. 22 cases were reported as “pending.”
- ¹⁰² ARC reported the “disposition” in 100 out of 100 cases.
- ¹⁰³ BBB LA reported the “disposition type” in 100 out of 100 cases; “Awarded” (24); “Denial” (12); “Settlement” (64).
- ¹⁰⁴ BBB NE CA did not report a “dispute disposition” in 52 out of 52 cases; each was left blank.
- ¹⁰⁵ JAMS reported the “disposition” in 100 out of 100 cases.
- ¹⁰⁶ Judicate West reported the disposition in 60 out of 100 cases. 55 cases are reported as “Awarded,” 1 case as “not settled,” and 4 cases as “settled.” The disposition of the remaining 40 cases is reported as “N/A.”
- ¹⁰⁷ NAF reported the “dispute disposition” in 95 out of 95 cases.
- ¹⁰⁸ NAM reported a “disposition” in 8 out of 8 cases: 1 case as “pending,” 1 case as “waiting for claim to be corrected,” 2 cases as “settled prior to arbitration hearing,” 1 case as settled prior to selection of arbitrator,” 2 cases as “decision rendered,” and 1 case as “claimant withdrew claim.”
- ¹⁰⁹ OIA reported the “disposition” in 100 out of 100 cases.
- ¹¹⁰ Resolution Remedies reported the disposition in 64 out of 100 cases; the remaining 36 cases were reported as “n/a” or left blank. The reported cases were as follows: 8 “award issued” or “award made,” 2 “case heard,” 4 “dismissed,” 1 “disqualified,” 1 “motion for non suit,” 1 “n/a disqualified,” 2 “summary judgment,” 44 “settled” or “withdrawn.”
- ¹¹¹ AAA reported two categories, “Claim Amount (Business)” and “Claim Amount (Consumer);” AAA provided a monetary amount for one or both parties in 41 out of 100 cases. In the remaining 59 cases, the claim amount for both parties was left blank in 6 cases, and was left blank and “0” in 53 cases.
- ¹¹² ADR reported the “claim amount” in 5 out of 100 cases, and reported the claim amount as “unknown” in 95 cases.
- ¹¹³ ARC reported the “claim amount” as “unknown” in 100 out of 100 cases.
- ¹¹⁴ BBB NE CA reported the “amount of claim” in 2 out of 52 cases. The remaining 50 cases were left blank.
- ¹¹⁵ JAMS reported the “claim amount” as “unknown” in 100 out of 100 cases.
- ¹¹⁶ Judicate West reported the “amount of claim” as unknown in 100 out of 100 cases.

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- ¹¹⁷ NAF reported the “claim amount” in 95 out of 95 cases.
- ¹¹⁸ NAM reported a “claim amount” in 1 out of 8 cases, and the claim amount as unknown in 7 cases
- ¹¹⁹ OIR reported the “amount of claim” in 58 out of 100 cases. The remaining 42 cases are reported as “U.”
- ¹²⁰ Resolution Remedies reported the “claim amount” as “n/a” or left the field blank in 100 out of 100 cases.
- ¹²¹ AAA provided two categories “Award Amount (Business)” and “Award Amount (Consumer).” AAA reported an award amount in 9 out of 100 cases. The award amount was left blank in 91 cases.
- ¹²² ADR provided a response for “award amount” in 99 out of 100 cases. 34 cases reported a disposition of “Award.” The remaining 66 cases reported the “award amount” as “Not Applicable” and dispositions of “pending,” “settled,” “canceled,” “dismissed” or “disqualified.” ADR reported “unknown” in 1 case.
- ¹²³ ARC reported a response for “award amount” in 7 out of 100 cases. 2 of those 7 cases reported award amounts of \$0.00. The award amount in the remaining 93 cases was left blank regardless of the disposition.
- ¹²⁴ BBB LA provided a response in 96 out of 100 cases and the remaining 4 cases were left blank. 67 cases reported an award of “\$0.00” when the case disposition was reported a “settlement” or “denial.”
- ¹²⁵ BBB NE CA reported the “amount of award” in 1 out of 52 cases. The remaining 51 cases were left blank.
- ¹²⁶ JAMS reported the “prevailing party/award.” JAMS reported a response in 98 out of 100 cases. 2 cases indicate an award was given but do not list the monetary value: 1 case states “Award for Respondent(s)” and the other “Plaintiff Monetary.” The “prevailing party/award” for the 98 cases reflects the case disposition, or provides an award amount.
- ¹²⁷ Judicate West reported an “award” in 41 out of 100 cases. In those 41 cases, the disposition was reported as “awarded.” An additional 14 cases reported a disposition of “awarded,” but the award amount was left blank. The remaining cases was left blank.
- ¹²⁸ NAF reported the “award amt.” in 95 out of 95 cases. 44 cases provide a monetary value and the disposition is listed as “hearing/default,” “award by settlement agreement,” or “hearing.” 1 case reported a value of \$0.00 and the disposition as “award by settlement agreement.” The remaining case1 report an award of \$0.00 and the disposition as “settled” or “dismissed.”
- ¹²⁹ NAM reports a joint category “prevailing party/award.” NAM provided a response in 6 out of 8 cases. The award for 4 cases is reported as “none” and the disposition is “settled prior to arbitration hearing” or “claimant withdrew claim.” 1 case reported the award as “not applicable” and the disposition is “waiting for claim to be filed...” 1 case reported the award as “pending” and the disposition as “pending.” Finally, 2 cases report the award as “respondent” showing a failure to report an actual award value.
- ¹³⁰ OIA left the “amount of award” blank in 100 out of 100 cases; 7 cases with the disposition of “award after hearing” do not report the award amount.
- ¹³¹ Resolution Remedies reported an award response in 74 out of 100 cases. 7 cases reported a numerical value, 3 cases reported an award of “0,” and 64 case reported an award of “n/a” for which the disposition was withdrawn, settled, dismissed or n/a. The remaining cases were left blank.
- ¹³² AAA provided two categories “Other relief (Business)” and “Other Relief (Consumer).” AAA reported a response in 5 out of 100 cases: “non-monetary relief” in 1 case, and “other” in 4 cases. The remaining 95 cases were left blank.
- ¹³³ BBB LA reported the “other relief” as “0” in 100 out of 100 cases. This number may accurately reflect there was never any additional relief provide, or may reflect a failure to record a number in this category.
- ¹³⁴ BBB NE CA did not report “other relief” in 52 out of 52 cases; each was left blank.
- ¹³⁵ AAA reported the “arbitrator name” in 81 out of 100 cases.
- ¹³⁶ ADR reported the “arbitrator name” in 100 out of 100 cases.
- ¹³⁷ ARC reported the “panelist” in 100 out of 100 cases.
- ¹³⁸ BBB LA reported the “arbitrator” in 38 out of 100 cases. The remaining cases were left blank.
- ¹³⁹ BBB NE CA reported the “arbitrator” in 1 out of 52 cases. The remaining 51 cases were left blank.
- ¹⁴⁰ JAMS reported the “panel name” in 87 out of 100 cases. The “panel name” in the remaining 13 cases was reported as “JAMS 1-JAMS”
- ¹⁴¹ Judicate West reported the “arbitrator” in 100 out of 100 cases.
- ¹⁴² NAF reports the “ADR neutral” in 59 out of 95 cases. The remaining 36 cases are left blank.
- ¹⁴³ NAM reported a response for the “arbitrator” in 8 out of 8 cases. NAM reported the arbitrator’s name in 5 cases, 1 case as “n/a” and the disposition is “settled prior to selection,” 1 case as “not yet appointed” and the disposition is “pending,” and 1 case as “unknown at this time” and the disposition is “waiting for claim filing to be corrected.”
- ¹⁴⁴ OIA reported the “neutral arbitrator” in 76 out of 100 cases. The remaining 24 cases lacked a field to report the arbitrator; the disposition of these cases were “returned to kaiser,” “abandoned no fee,” “claim withdrawn,” “parties

settled,” indicating an arbitrator may not have been appointed. However, other cases reported as “claim withdrawn,” or “parties settled” reported an arbitrator.

¹⁴⁵ Resolution Remedies reported the “arbitrator” in 100 out of 100 cases.

¹⁴⁶ AAA reported a “total fee” in 56 out of 100 cases. Of the remaining 44 cases, 5 reported a total fee of “0” and the remaining 39 cases were left blank.

¹⁴⁷ ADR reported a response for the “total arbitration fee” in 97 out of 100 cases. 74 cases reported a monetary value, 1 case reported “\$0.00,” the 22 cases with “pending” dispositions reported the fee as “not applicable” and the in all 3 cases reported the fee as “unknown” with dispositions of “dismissed,” “disqualified,” and “settled.”

¹⁴⁸ ARC reported the “total fee” in 100 out of 100 cases. In 52 cases, the “total fee” was reported as “\$0.00” which the dispositions were reported as “case dismissed,” “case set,” “closed,” “dismissed” or “settled prior.”

¹⁴⁹ BBB LA reported the “Total Fee” as “0” in 100 out of 100 cases.

¹⁵⁰ BBB NE CA did not report the arbitrator fee in 52 out of 52 cases; each was left blank.

¹⁵¹ JAMS reported a “total fee” in 74 out of 100 cases. The 26 remaining cases report a fee as \$0.00, even though a fee allocation was reported for each.

¹⁵² Judicate West reported the “total fee” in 96 out of 100 cases. The fee in the remaining 4 cases was left blank, and the disposition of those cases was “N/A.”

¹⁵³ NAF reported the “total arbitration fees” in 95 out of 95 cases.

¹⁵⁴ NAM provided a response for the “fees paid to NAM” in 8 out of 8 cases. NAM reported a fee value in 6 cases, 1 case as “0” and the disposition as “waiting for claim filing to be corrected,” and 1 case as “case not billed yet.”

¹⁵⁵ OIA reported the “NA’s fees” in 76 out of 100 cases; 3 of those cases reported “No fee.” The field in the remaining cases was left blank.

¹⁵⁶ Resolution Remedies reported a “total fee” in 62 out of 100 cases. Out of those 62 cases, 5 cases reported a fee of “0,” which is unclear whether that is the true fee or indicates a failure to report. The remaining 38 cases reported the fee as “n/a” or left the field blank. The disposition in 10 of these cases, was reported as dismissed, withdrawn, or settled; however, it is unclear whether the “n/a” or blank indicates there was no fee or a failure to report because additional cases reported as dismissed, withdrawn, or settled report a fee.

¹⁵⁷ AAA provided a fee allocation in 56 out of the 56 cases for which a total fee was provided.

¹⁵⁸ ADR reported a “fee allocation” in 74 out of the 74 cases in which an arbitration fee, above \$0.00 was reported. The 1 cases listing a fee of \$0.00 reported the “fee allocation” as “unknown.” 23 out of the remaining 25 cases, in which the total fee was reported as “not applicable” reported a fee allocation, showing inaccurate reporting.

¹⁵⁹ BBB LA reported the “fee Allocation” as “0” for the consumer fee percentage and “0” for the non-consumer fee percentage in 100 out of 100 cases.

¹⁶⁰ BBB NE CA did not report the fee allocation in 52 out of 52 cases; each was left blank.

¹⁶¹ JAMS reported the “fee allocation” in two categories “panelist fee distribution- Claimant” and “panelist fee distribution- Respondent.” JAMS reported the allocation in 100 out of 100 cases & 74 out of 74 cases reporting an actual fee (not \$0.00).

¹⁶² Judicate West reported the “fee allocation” in 96 out of the 96 cases reporting a “total fee.” All 96 cases report the “fee allocation” as “Pro rata.” The fee allocation for the remaining 4 cases is blank.

¹⁶³ NAF provided two categories, “Consumer Fees” and “Business Fees.” and reported a “fee allocation” in 95 out of 95 cases.

¹⁶⁴ NAM provided a response for “fees paid by claimant” and “fees paid by respondent” in 8 out of 8 cases; 6 cases provide an allocation and total fees paid to NAM, 1 case does not provide an allocation, and the fee is reported as “Case not billed yet,” and 1 case reports an allocation of fees, yet reported the fee total as “0”

¹⁶⁵ OIA reported an “allocation of fees” in 73 of the 73 cases for which a fee was reported. The allocation of the 3 cases reporting “No Fee” was left blank. The allocation for the remaining cases was left blank.

¹⁶⁶ Resolution Remedies reported the fee allocation in 58 out of 100 cases. Those 58 cases were reported as follows: 100% Respondent or Claimant in 32 cases, Kaiser 100% in 14 cases, 50/50 in 11 cases, and 1 case as settled prior. In the remaining 42 cases, Resolution Remedies reported a response of “n/a” in 30 cases, “100%” without listing respondent or claimant in 9 cases, and left 3 cases blank.