

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
J. Derham Cole, Jr., Circuit Judge

Court of Common Pleas Case No. 2023-CP-10-03391
Appellate Court Case No. 2026-000768

Stéfanie Seixas-Mikelus, M.D.,

Appellant,

v.

Tenet Healthcare Corporation, Tenet Physician Resources, LLC, and East Cooper
Physician Network, LLC,

Respondents.

FINAL BRIEF OF APPELLANT

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STATEMENT OF ISSUES ON APPEAL

- I. Did the Circuit Court err in concluding Arbitrator Cato satisfied her affirmative duty to disclose relationships bearing upon her impartiality under the South Carolina Uniform Arbitration Act?
- II. Did the Circuit Court err in concluding Appellant waived her objection to Arbitrator Cato's impartiality by failing to independently investigate information the Arbitrator had an affirmative duty to disclose?
- III. Did the Circuit Court abuse its discretion by denying Appellant's request for limited discovery while simultaneously resolving disputed factual issues concerning Arbitrator Cato's disclosures?

STATEMENT OF THE CASE

This appeal arises from the circuit court's denial of Appellant Dr. Stéfanie Seixas-Mikelus's Motion to Vacate Arbitration Award pursuant to section 15-48-130(a)(2) of the South Carolina Uniform Arbitration Act. On July 13, 2023, Appellant filed her Motion to Vacate Arbitration Award in the Court of Common Pleas for Charleston County, asserting that the arbitration award should be vacated because Arbitrator Cato failed to make complete and meaningful disclosures regarding relationships bearing upon her impartiality and failed to supplement those disclosures as required during the pendency of the arbitration. R. at 15-40. Appellant simultaneously sought limited discovery and an evidentiary hearing concerning the nature and extent of those relationships before the circuit court ruled on the motion. *Id.*

Respondents opposed the motion and moved to confirm the arbitration award, asserting that Arbitrator Cato had sufficiently disclosed any potentially relevant relationships, that Appellant waived any objection by failing to object before the arbitration commenced, and that additional discovery was neither necessary nor authorized. R. at 109-136, 289-296.

Following briefing by the parties, the circuit court conducted a hearing on December 18, 2024, addressing Appellant's Motion to Vacate, Appellant's request for limited discovery, and

Respondents' Motion to Confirm Arbitration Award. During the hearing, Appellant argued that the case concerned the adequacy of Arbitrator Cato's disclosures, not merely the existence of a relationship with Respondents' counsel, and that limited discovery was necessary to determine the true nature and extent of the disclosed and undisclosed relationships. R. at 528-540.

By written Order filed February 25, 2026, more than a year after the hearing date, the circuit court denied Appellant's Motion to Vacate Arbitration Award, denied Appellant's request for discovery, and granted Respondents' Motion to Confirm Arbitration Award. R. at 4-11. In doing so, the circuit court concluded that Arbitrator Cato's disclosures were legally sufficient, that Appellant failed to establish evident partiality under *Crouch Construction Co. v. Causey*, 405 S.C. 155, 747 S.E.2d 482 (2013), and that Appellant had sufficient notice of Harry Cato's relationship with Nelson Mullins to investigate the matter before agreeing to Arbitrator Cato's appointment. R. at 7-10.

Appellant timely filed her Notice of Appeal seeking review of the circuit court's Order denying vacatur and confirming the arbitration award. R. at 587-590.

STATEMENT OF THE FACTS

Dr. Stéfanie Seixas-Mikelus ("Dr. Seixas") is a board-certified urologist specializing in robotic and minimally invasive surgery. R. at 19, 92 (Aff. ¶ 2), 529. In 2019, Dr. Seixas entered into an Employment Agreement with Respondents Tenet Healthcare Corporation, Tenet Physician Resources, LLC, and East Cooper Physician Network, LLC (collectively "Tenet") to establish and develop a robotic urology practice in Charleston, South Carolina. R. at 18-19, 139. The Employment Agreement contained a mandatory arbitration provision requiring disputes arising out of the employment relationship to be resolved through binding arbitration administered by the American Arbitration Association ("AAA"). R. at 149, 174, 176.

Following disputes concerning the parties' contractual obligations and the termination of Dr. Seixas's employment in December 2021, Dr. Seixas initiated arbitration asserting claims for breach of contract, breach of the implied covenant of good faith and fair dealing, and related causes of action arising from Respondents' alleged failure to honor the Employment Agreement. R. at 4, 19-20, 42, 45, 93. Respondents denied liability, and the matter proceeded through the AAA's arbitrator selection process. R. at 111-112, 233-237, 516-519.

As part of that process, the AAA transmitted to the parties a list of potential arbitrators together with disclosure forms completed by each candidate. R. at 512 (Cato Aff. ¶ 8), 516-519. Arbitrator Kristine Cato was ultimately selected to serve as the sole arbitrator. R. at 93, 275-277. Before accepting the appointment, Arbitrator Cato executed the AAA Oath of Arbitrator and completed the AAA Disclosure Questionnaire. R. at 51-53. Through those documents, Arbitrator Cato acknowledged her continuing obligation to disclose any existing or newly arising circumstance that might reasonably create an appearance of partiality or otherwise affect the parties' confidence in her neutrality. *Id.* The disclosure obligation was not limited to actual bias but extended to any relationship or circumstance that might reasonably call an arbitrator's impartiality into question. *Id.*

Question 14 of the AAA Disclosure Questionnaire specifically requested disclosure of any professional, financial, or personal relationship that could create a reasonable question regarding impartiality. R. at 51-52. In response, Arbitrator Cato disclosed:

"Indirectly, my husband is a government relations consultant and contracts with Nelson Mullins to perform some governmental relations consulting for some of their clients, although NOT the defendant in this matter. He is not an attorney and provides consulting and lobbying work only. This will not affect my ability to act impartially in this matter." R. at 52-53, 531-532.

Arbitrator Cato further represented that she was unaware of any additional circumstance that might reasonably create doubt concerning her impartiality or independence. R. at 53. Based upon those disclosures, neither party objected to Arbitrator Cato's appointment, and the arbitration proceeded. R. at 275-277.

The arbitration was conducted over three hearing days during February and March 2023. R. at 42-49. Following the presentation of testimony and documentary evidence, Arbitrator Cato issued a Final Award on May 26, 2023, denying all of Dr. Seixas's claims and entering an award in favor of Respondents. *Id.*

Only after the arbitration concluded did Dr. Seixas discover information concerning Harry Cato's professional relationship with Nelson Mullins that had not been fully conveyed by Arbitrator Cato's disclosure. R. at 94 (Aff. at ¶¶ 9-10). Publicly available information reflected that Harry Cato had maintained a continuous professional affiliation with Nelson Mullins dating back to approximately December 2010. R. at 72-73, 81, 83-84.

Rather than simply contracting with the firm on an occasional basis to provide governmental relations services for certain clients, Nelson Mullins publicly identified Harry Cato as one of its Government Relations Consultants. R. at 72-73. His professional biography appeared on the firm's website alongside attorneys and other professionals, identified his office within the firm's Columbia office, listed a Nelson Mullins email address, and described his work advising the firm's clients regarding legislative, regulatory, and governmental matters before the South Carolina General Assembly and state agencies. R. at 26-27, 72-73, 75, 83-84. The materials further reflected that Harry Cato had maintained this affiliation with Nelson Mullins for more than a decade before Arbitrator Cato accepted her appointment in this matter. R. at 81, 83-84.

Dr. Seixas also discovered that during the pendency of the arbitration Arbitrator Cato accepted an appointment to the Board of Directors of Lexington Medical Center. R. at 95-96 (Seixas-Mikelus Aff. ¶¶ 14-15); R. at 514 (Cato Aff. ¶ 16). Appellant contended that this appointment constituted additional information requiring supplemental disclosure under the AAA's continuing disclosure requirements. R. at 31-32. No supplemental disclosure was made to the parties at any time before issuance of the Final Award. R. at 95-96, 99.

Lexington Medical Center is a large health care system that competes directly with Respondents in the Charleston health care market for physicians, patients, and health care services. R. at 16, 31-32, 96 (Seixas-Mikelus Aff. ¶ 15), 579-580. As a member of Lexington Medical Center's Board of Directors, Arbitrator Cato assumed fiduciary responsibilities to advance the interests of that health system. Appellant contended that, because the arbitration arose from the recruitment, employment, and termination of a physician by another competing health system, Arbitrator Cato's appointment to the governing board of Lexington Medical Center constituted a circumstance that should have been disclosed under the AAA's continuing disclosure requirements so that the parties could evaluate whether it affected their confidence in her neutrality. R. at 31-32, 99 (Seymour Aff. ¶¶ 5(c)-(d)).

Believing that Arbitrator Cato's disclosure materially understated the nature and extent of her husband's longstanding affiliation with Nelson Mullins and that additional circumstances requiring disclosure had arisen during the arbitration, Dr. Seixas filed a Motion to Vacate Arbitration Award pursuant to section 15-48-130(a)(2) of the South Carolina Code. R. at 15-16, 24-32. The Motion alleged that the disclosures deprived Dr. Seixas of the opportunity to make an informed decision regarding Arbitrator Cato's neutrality before the arbitration commenced and that the arbitration award should therefore be vacated. R. at 24-34.

In support of the Motion to Vacate, Dr. Seixas submitted the affidavit of Barbara Seymour, former Deputy Disciplinary Counsel for the Supreme Court of South Carolina and a recognized authority regarding judicial and attorney ethics. R. at 97-98 (Seymour Aff. ¶ 2). Ms. Seymour reviewed the AAA disclosures, the publicly available information concerning Harry Cato's affiliation with Nelson Mullins, and the governing ethical standards applicable to arbitrators. *Id.* at ¶¶ 4, 5(a). Ms. Seymour concluded that Arbitrator Cato's disclosure materially understated the nature and extent of Harry Cato's longstanding professional relationship with Nelson Mullins and failed to provide the parties with sufficient information to make an informed assessment regarding impartiality. *Id.* at ¶ 5(a)-(b). Ms. Seymour further concluded that Arbitrator Cato had an ongoing obligation to supplement her disclosures during the arbitration and that the appointment to the Lexington Medical Center Board should likewise have been disclosed. *Id.* at ¶ 5(c)-(d).

Because many facts concerning Harry Cato's affiliation with Nelson Mullins remained uniquely within the possession of Arbitrator Cato, Harry Cato, and Nelson Mullins, Appellant also sought limited discovery before the circuit court ruled on the Motion to Vacate. R. at 36-38, 535-538. Specifically, Appellant sought narrowly tailored discovery concerning the nature of Harry Cato's relationship with Nelson Mullins, including the terms of his affiliation, the duration of the relationship, his office arrangements, compensation structure, access to firm resources, participation in firm activities, and his relationship with attorneys involved in the arbitration. R. at 25, 38, 536-538, 554-555. Appellant maintained that this information was directly relevant to evaluating both the adequacy of Arbitrator Cato's disclosures and whether a reasonable person would question her impartiality. R. at 536-540.

Respondents opposed the Motion to Vacate and argued that Arbitrator Cato had adequately disclosed Harry Cato's relationship with Nelson Mullins by informing the parties that he contracted with the firm to provide governmental relations services for certain clients. R. at 557. Respondents further argued that any additional information concerning Harry Cato's affiliation was publicly available before the arbitration and that Dr. Seixas therefore waived any objection by failing to investigate further before agreeing to Arbitrator Cato's appointment. R. at 541, 564-565, 570-571. Respondents also opposed Appellant's request for discovery, asserting that the existing record was sufficient for the circuit court to resolve the Motion to Vacate. R. at 563-564.

The circuit court conducted a hearing on December 18, 2024. During the hearing, Appellant emphasized that the Motion to Vacate did not rest upon the mere existence of some relationship between Harry Cato and Nelson Mullins. R. at 531-533. Rather, Appellant argued that Arbitrator Cato's disclosure materially understated the character, duration, and extent of that relationship by describing it as an indirect consulting arrangement when publicly available information reflected a significantly more integrated and longstanding professional affiliation with the law firm. R. at 531-534. Appellant further argued that limited discovery was necessary to determine the true nature of the relationship because the existing record left numerous questions unanswered regarding Harry Cato's role within Nelson Mullins, including his compensation, office arrangements, participation in firm activities, and interactions with attorneys representing Respondents. R. at 535-540, 552-555, 580.

By Order filed February 25, 2026, the circuit court denied Appellant's Motion to Vacate, denied Appellant's request for discovery, and granted Respondents' Motion to Confirm the arbitration award. R. at 9-10. In doing so, the circuit court concluded that Arbitrator Cato's

disclosure adequately informed Dr. Seixas that Harry Cato maintained a relationship with Nelson Mullins and that any additional investigation into the nature of that relationship should have been undertaken before the parties proceeded to arbitration. R. at 8-9. The circuit court further concluded that Appellant failed to establish evident partiality under *Crouch*, 405 S.C. 155, 747 S.E.2d 482. R. at 7-9.

Subsequently, Appellant timely filed this appeal. R. at 587-590.

STANDARD OF REVIEW

The South Carolina Uniform Arbitration Act provides that a court "shall vacate" an arbitration award where, among other grounds, "there was evident partiality by an arbitrator appointed as a neutral." S.C. Code Ann. § 15-48-130(a)(2). Although judicial review of arbitration awards is limited, the statutory grounds for vacatur are mandatory when established. *Crouch*, at 163, 747 S.E.2d at 487.

Whether the circuit court applied the correct legal standard in determining the existence of evident partiality presents a question of law, which this Court reviews de novo. *See id.* at 162-63, 747 S.E.2d at 486-87. To the extent this appeal challenges the circuit court's interpretation of the South Carolina Uniform Arbitration Act and its application of the legal standard governing evident partiality, no deference is owed to the circuit court's conclusions of law.

Likewise, whether the circuit court correctly interpreted and applied the disclosure obligations imposed upon a neutral arbitrator presents a question of law subject to de novo review. An appellate court reviews questions of statutory interpretation and the application of legal principles independently, without deference to the circuit court's legal conclusions.

To the extent the circuit court denied Appellant's request for limited discovery necessary to develop the factual record regarding Arbitrator Cato's disclosures and alleged conflicts, that

ruling is reviewed for an abuse of discretion. A circuit court abuses its discretion when its ruling is controlled by an error of law or is unsupported by the evidence before it. *Fontaine v. Peitz*, 291 S.C. 536, 538, 354 S.E.2d 565, 566 (1987) (citing *Renney v. Dobbs House, Inc.*, 275 S.C. 562, 274 S.E.2d 290 (1981)).

Although trial courts possess discretion in controlling discovery, that discretion is not unlimited and must be exercised in a manner consistent with fundamental fairness and the parties' ability to develop material facts necessary to resolve the issues presented.

Accordingly, this Court reviews de novo whether the circuit court applied the proper legal standard governing evident partiality and the arbitrator's disclosure obligations, while reviewing the denial of Appellant's request for limited discovery for an abuse of discretion.

SUMMARY OF THE ARGUMENT

This appeal concerns the integrity of the arbitration process and the continuing obligation of a neutral arbitrator to fully disclose relationships that could reasonably call her impartiality into question. The South Carolina Uniform Arbitration Act requires a court to vacate an arbitration award where there is evident partiality by a neutral arbitrator. S.C. Code Ann. § 15-48-130(a)(2). Consistent with the United States Supreme Court's decision in *Commonwealth Coatings Corp. v. Continental Casualty Co.*, 393 U.S. 145 (1968), South Carolina recognizes that meaningful disclosure is the cornerstone of an impartial arbitration process because parties cannot intelligently evaluate an arbitrator's neutrality unless they receive complete and accurate information concerning relationships that may bear upon impartiality. *Crouch*, 405 S.C. 155, 747 S.E.2d 482.

The circuit court fundamentally misapprehended Appellant's challenge to the insufficiency of Arbitrator Cato's disclosure claim. Appellant has never argued that Arbitrator

Cato failed to disclose the existence of any relationship between her husband and Nelson Mullins. Rather, Appellant argued that Arbitrator Cato materially understated the nature, extent, and duration of that relationship by characterizing it as an indirect consulting arrangement when publicly available information reflected a longstanding professional affiliation with the law firm representing Respondents. R. at 24-30, 531-534. Appellant further asserted that Arbitrator Cato failed to supplement her disclosures after accepting an appointment to the Board of Directors of Lexington Medical Center during the pendency of the arbitration. R. at 31-32, 95-96, 99. These omissions deprived Appellant of the opportunity to make an informed decision regarding Arbitrator Cato's neutrality before the arbitration proceeded.

Instead of addressing whether Arbitrator Cato satisfied her affirmative duty of disclosure, the circuit court concluded that Appellant was placed on notice of Harry Cato's relationship with Nelson Mullins and therefore had an obligation to investigate further before agreeing to Arbitrator Cato's appointment. R. at 8. In doing so, the circuit court effectively relieved arbitrator of her duty of full disclosure and imposed on the Appellant the duty to investigate to determine if the arbitrator's disclosure was complete and truthful. Neither the South Carolina Uniform Arbitration Act, *Commonwealth Coatings*, nor *Crouch* imposes such a duty upon litigants. To the contrary, those authorities recognize that the burden rests with the arbitrator to provide complete and meaningful disclosures so the parties may knowingly evaluate potential conflicts before the arbitration begins. *See* S.C. Code Ann. § 15-48-130(a)(2); *Commonwealth Coatings*, 393 U.S. 145; *Crouch*, 405 S.C. 155, 747 S.E.2d 482. The circuit court likewise erred in relying upon *Crouch* to deny vacatur. In *Crouch*, the Supreme Court considered whether a disclosed relationship established evident partiality under the facts presented. 405 S.C. 155, 747 S.E.2d 482. The present appeal raises a different question. Here, the threshold issue is whether

Arbitrator Cato fulfilled her affirmative duty to provide complete and meaningful disclosures in the first instance. By treating this case as one involving waiver rather than disclosure, the circuit court expanded *Crouch* beyond its holding and failed to analyze the issue presented by Appellant's motion.

Finally, the circuit court denied Appellant's request for narrowly tailored discovery designed to develop the very facts the court later relied upon in denying vacatur. R. at 9-10. Appellant sought limited discovery concerning the nature and extent of Harry Cato's professional affiliation with Nelson Mullins and Arbitrator Cato's continuing disclosure obligations. R. at 36-40, 535-540. Rather than permitting discovery into facts uniquely within the possession of Arbitrator Cato, Harry Cato, and Nelson Mullins, the circuit court resolved disputed factual questions on an incomplete record. Having denied Appellant the opportunity to develop those facts, the circuit court then relied upon the absence of additional evidence in denying the Motion to Vacate. R. at 8-10. That result is inconsistent with the purpose of section 15-48-130 and the fundamental fairness that underlies the arbitration process.

For these reasons, the Order denying Appellant's Motion to Vacate Arbitration Award should be reversed. At a minimum, the matter should be remanded to permit limited discovery and an evidentiary hearing concerning Arbitrator Cato's disclosures before the circuit court determines whether the arbitration award should be confirmed.

ARGUMENT

I. THE CIRCUIT COURT ERRED IN CONCLUDING ARBITRATOR CATO SATISFIED HER AFFIRMATIVE DUTY TO DISCLOSE RELATIONSHIPS BEARING UPON HER IMPARTIALITY UNDER THE SOUTH CAROLINA UNIFORM ARBITRATION ACT.

The South Carolina Uniform Arbitration Act provides that a court "shall vacate" an arbitration award where "there was evident partiality by an arbitrator appointed as a neutral."

S.C. Code Ann. § 15-48-130(a)(2). Although judicial review of arbitration awards is intentionally narrow, the General Assembly expressly recognized that the legitimacy of arbitration depends upon the neutrality of the arbitrator selected to decide the parties' dispute. *Id.* See also *Renaissance Enterprises, Inc. v. Ocean Resorts, Inc.*, 310 S.C. 395 (1992). When that neutrality is reasonably called into question, confirmation of the award is no longer discretionary. *Id.*

South Carolina's evident partiality jurisprudence begins with the United States Supreme Court's decision in *Commonwealth Coatings*, 393 U.S. 145. There, the Supreme Court recognized that arbitrators are not held to the same standard of complete isolation as Article III judges because arbitration frequently depends upon selecting individuals with specialized experience within a particular industry. *Id.* at 148-49. Nevertheless, the Court held that arbitrators occupy a quasi-judicial role and therefore must disclose "any dealings that might create an impression of possible bias." *Id.* at 149. The Court explained that the effectiveness of arbitration depends upon the parties' confidence in the neutrality of the decision maker and that confidence cannot exist unless arbitrators fully disclose relationships that may reasonably bear upon impartiality before the arbitration proceeds. *Id.* at 149-50.

Commonwealth Coatings did not create the disclosure obligation as a gesture toward transparency. It created it because the parties, not the arbitrator, and not the reviewing court, are the ones entitled to decide whether a relationship matters. 393 U.S. at 148-49. As is the case with Arbitrator Cato, when an arbitrator decides for herself that her husband's decade-long affiliation with opposing counsel's firm is too tangential to warrant full disclosure she has usurped the parties' right to make that judgment. Arbitrator Cato's conduct is precisely what the Supreme Court sought to prevent.

As the Supreme Court explained, "[i]t is true that arbitrators cannot sever all their ties with the business world," but they are obligated to disclose relationships that might reasonably create an impression of possible bias so that the parties may intelligently decide whether to accept the arbitrator. *Commonwealth Coatings*, 393 U.S. at 148-49. The integrity of the arbitration process therefore depends not only upon the arbitrator's actual impartiality, but upon the completeness and accuracy of the disclosures upon which the parties rely in selecting the arbitrator. *Id.*

South Carolina adopted these principles in *Crouch*, 405 S.C. 155, 747 S.E.2d 482. There, the Supreme Court expressly relied upon federal arbitration jurisprudence interpreting the Federal Arbitration Act, including *Commonwealth Coatings*, in determining the meaning of "evident partiality" under section 15-48-130(a)(2). *Id.* at 164-67, 747 S.E.2d at 487-89. The Court recognized that evident partiality exists when the circumstances are such that "a reasonable person would have to conclude that an arbitrator was partial to one party." *Id.* at 166, 747 S.E.2d at 488. In determining whether evident partiality exists, courts consider the extent and character of the relationship at issue, the arbitrator's knowledge of that relationship, and whether the relationship creates an objective appearance of partiality. *Id.* As determined by Attorney Seymour to a reasonable degree of professional certainty, Arbitrator Cato was ethically obligated to disclose relevant information to Dr. Seixas that could reasonably call her impartiality into question. R. at 98-99 (Seymour Aff. ¶ 5). In Attorney Seymour's uncontradicted expert opinion, Arbitrator Cato failed to fulfill that obligation in this matter. R. at 98-99; *see also* R. at 548, 552.

Neither *Commonwealth Coatings* nor *Crouch*, relieves an arbitrator of the threshold obligation to make complete and meaningful disclosures before the parties are asked to accept the arbitrator's appointment. To the contrary, both decisions recognize that meaningful disclosure

is the mechanism through which parties evaluate an arbitrator's neutrality. *See Commonwealth Coatings*, 393 U.S. 145; *Crouch*, 405 S.C. 155, 747 S.E.2d 482. Without complete disclosure, parties cannot intelligently determine whether to object to an arbitrator's appointment or knowingly waive a potential conflict. The disclosure obligation is therefore not merely procedural; it is fundamental to the integrity of the arbitration process itself.

The circuit court's order never meaningfully addressed that threshold inquiry. Instead, the court concluded that because Arbitrator Cato disclosed that Harry Cato "contracts with Nelson Mullins," Dr. Seixas had sufficient notice to investigate the relationship further before agreeing to Arbitrator Cato's appointment. R. at 7-9. That analysis assumes the disclosure itself satisfied the arbitrator's affirmative obligations. It never considers whether the disclosure accurately conveyed the character, duration, or extent of Harry Cato's professional affiliation with Nelson Mullins or whether additional information should have been disclosed so that the parties could make an informed decision regarding Arbitrator Cato's neutrality. Regular and long-term employment of the arbitrator's spouse by the law firm representing a party in the arbitration is a material conflict inconsistent with impartiality. R. at 99 (Seymour Aff. ¶ 5(b)). Characterizing such a relationship as insignificant leads a reasonable person to conclude that Arbitrator Cato was, in fact, partial to the Respondent at Arbitration. *Id.*

The Circuit Court's analysis fundamentally misapprehends Appellant's claim. Appellant has never argued that Arbitrator Cato failed to disclose the existence of any relationship whatsoever between her husband and Nelson Mullins. Had that been Appellant's argument, the circuit court's analysis might have been appropriate. Instead, Appellant consistently argued that Arbitrator Cato materially understated the nature, extent, and duration of that relationship. R. at 24-30, 531-534. The issue presented by the Motion to Vacate was not whether Harry Cato had

some professional relationship with Nelson Mullins. The issue was whether Arbitrator Cato's description of that relationship provided the parties with sufficient information to intelligently evaluate her neutrality before agreeing to her appointment. *Id.* The record, including the Affidavit of Attorney Seymour, establishes that the description of her relationship to Nelson Mullins was understated and insufficient. R. at 24-30, 98-99, 531-534.

The record further demonstrates why that distinction matters. Arbitrator Cato's disclosure described Harry Cato as a government relations consultant who "contracts with Nelson Mullins to perform some governmental relations consulting for some of their clients." Read in isolation, that sentence conjures a picture of an occasional, arms-length engagement, a consultant who does occasional work for certain firm clients while remaining professionally separate from the firm itself. R. at 52-53.

The evidence submitted with the Motion to Vacate paints a materially different picture. Upon investigation into Arbitrator Cato's spouse's relationship with Nelson Mullins after the award, publicly available information reflected that Harry Cato had maintained a continuous professional affiliation with Nelson Mullins since approximately 2010. R. at 72-73, 81, 83-84. Nelson Mullins publicly identified him as one of the firm's Government Relations Consultants. R. at 72-73. His biography appeared on the firm's website alongside attorneys and other professionals, listed his office at the firm's Columbia location, identified a Nelson Mullins email address, and described his role advising the firm's clients on legislative and regulatory matters before the South Carolina General Assembly and state agencies. R. at 72-73, 83-84. Nothing in the website remotely suggests Mr. Cato's consulting for the firm's clients is intermittent and occasional, as indicated in Arbitrator Cato's disclosure. R. at 72-73.

Barbara Seymour's affidavit illustrates precisely why the adequacy of the disclosure, not simply the existence of a relationship, lies at the heart of this appeal. Ms. Seymour served for nearly two decades as Deputy Disciplinary Counsel for the Supreme Court of South Carolina and has extensive experience investigating judicial ethics, attorney discipline, and disclosure obligations. R. at 97-98 (Seymour Aff. ¶ 2), 100. After reviewing Arbitrator Cato's AAA disclosure forms, the publicly available information regarding Harry Cato's affiliation with Nelson Mullins, the AAA Code of Ethics, and the applicable arbitration authorities, Ms. Seymour concluded that Arbitrator Cato's disclosure materially understated the nature of Harry Cato's relationship with Nelson Mullins and omitted information that would have been important to a reasonable party evaluating the arbitrator's impartiality. R. at 98-99 (Seymour Aff. ¶ 5).

Significantly, Ms. Seymour did not opine that every relationship with a law firm automatically requires disqualification. Nor did she conclude that Arbitrator Cato was actually biased. Instead, her affidavit focused on the arbitrator's disclosure obligations. Ms. Seymour explained that the purpose of disclosure is to allow the parties, not the arbitrator, to determine whether a disclosed relationship affects their confidence in the arbitrator's neutrality. R. at 99 (Seymour Aff. ¶ 5(c)-(d)); *see also* R. at 51, 550. According to Ms. Seymour, the issue was not whether Harry Cato had some relationship with Nelson Mullins; rather, it was whether the disclosure accurately and sufficiently described that relationship so the parties could intelligently evaluate whether to object before the arbitration commenced. *Id.* A disclosure that is technically accurate but substantively misleading defeats that purpose entirely. The parties cannot exercise a right they do not know they have.

Whether those additional facts ultimately establish evident partiality is not the point. Rather, those facts demonstrate why Appellant contends Arbitrator Cato's disclosure was

materially incomplete. A reasonable litigant evaluating whether to consent to an arbitrator's appointment could reasonably view a decade-long professional affiliation publicly promoted by the law firm itself differently from an indirect, intermittent consulting arrangement for select clients of the firm. *Id.* at ¶ 5(b). It is the Arbitrator's obligation to fully state the extent of the relationship in disclosures that are relied upon by the parties in making an arbitrator selection. *Id.* at ¶ 5(a). The South Carolina Uniform Arbitration Act and the principles articulated in *Commonwealth Coatings* exist precisely so that parties, not arbitrators and not reviewing courts, may decide for themselves whether such relationships warrant objection before the arbitration begins.

The circuit court's reasoning effectively eliminated that choice. By concluding that Appellant should have independently investigated publicly available information after receiving Arbitrator Cato's disclosure, the circuit court shifted the burden of disclosure from the arbitrator to the litigants. R. at 8. Nothing in section 15-48-130, *Commonwealth Coatings*, or *Crouch* imposes such a duty. To the contrary, the Courts in *Commonwealth Coatings* and *Crouch* recognize that the burden rests squarely with the arbitrator because the arbitrator alone possesses complete knowledge concerning relationships that may bear upon impartiality. *Commonwealth Coatings*, 393 U.S. 145, 149, 89 S. Ct. 337, 339; *Crouch*, 405 S.C. 155, 162, 747 S.E.2d 482, 485–86.

This distinction also demonstrates why the circuit court's reliance upon *Crouch* was misplaced. Unlike this case, *Crouch* did not involve a claim that the arbitrator materially understated or incompletely disclosed a relationship during the selection process. The Supreme Court in *Crouch* analyzed whether the relationship before it, one known to the parties and developed in the record, was sufficient to establish evident partiality under the governing legal

standard. 405 S.C. at 166-68, 747 S.E.2d at 488-89. Here, the threshold issue is whether Arbitrator Cato fulfilled her affirmative duty to provide complete and meaningful disclosures in the first instance. By treating this case solely as a question of waiver and failing to address the adequacy of the disclosures themselves, the circuit court mistakenly expanded *Crouch* beyond its holding and bypassed the analytical framework established by *Commonwealth Coatings*.

The importance of meaningful disclosure is further illustrated by Arbitrator Cato's continuing obligations under the AAA disclosure rules. Arbitrator Cato expressly acknowledged a continuing duty to disclose any circumstance arising during the arbitration that might reasonably affect the parties' confidence in her impartiality. R. at 51, 53. Nevertheless, During the pendency of this arbitration, Arbitrator Cato accepted an appointment to the Board of Directors of Lexington Medical Center, one of South Carolina's largest healthcare systems. R. at 31-32, 88-90, 514. Unlike a purely civic or charitable appointment, service on the governing board of a healthcare system carries fiduciary responsibilities to advance the organization's strategic and financial interests. Lexington Medical Center competes with Respondents for physicians, patients, market share, and healthcare services. This arbitration arose from the recruitment, employment, and termination of a physician by a competing healthcare system. R. at 18-20, 42. Accordingly, Arbitrator Cato's appointment to the governing board of another major healthcare system presented a new professional relationship that a reasonable litigant could consider relevant when evaluating her neutrality. R. at 99 (Seymour Aff. ¶ 5).

Appellant does not contend that Arbitrator Cato's appointment to the Lexington Medical Center Board automatically required her disqualification. Rather, the appointment illustrates the very purpose of the arbitrator's continuing disclosure obligation. Once the appointment occurred, the parties, not Arbitrator Cato, were entitled to decide whether that new relationship affected

their confidence in her impartiality or warranted further inquiry. By failing to supplement her disclosures, Arbitrator Cato deprived the parties of that opportunity. The circuit court, however, never analyzed whether the appointment triggered a continuing duty of disclosure. R. at 9. Instead, it focused exclusively on whether Appellant had established evident partiality after the fact, thereby overlooking the threshold issue presented by Appellant's Motion to Vacate. R. at 9-10.

Ms. Seymour likewise concluded that Arbitrator Cato had a continuing obligation to supplement her disclosures when new circumstances arose during the arbitration that could reasonably affect the parties' assessment of impartiality. R. at 99 (Seymour Aff. ¶ 5). Arbitrator Cato's appointment to the Board of Directors of Lexington Medical Center occurred during the pendency of the arbitration. Although Appellant does not contend that the appointment itself conclusively establishes evident partiality, Ms. Seymour explained that the continuing duty to disclose exists precisely because parties are entitled to evaluate newly arising circumstances before the arbitrator issues a final award. *Id.* The circuit court gave little consideration to this continuing disclosure obligation despite its express inclusion in the AAA disclosure process. R. at 9-10.

The circuit court's reasoning effectively transforms the arbitrator's affirmative duty of disclosure into the parties' duty of investigation. Under the Order, an arbitrator may provide a technically accurate but materially incomplete disclosure, and the burden then shifts to the parties to search public records, professional biographies, websites, and other sources to determine whether the disclosure omitted facts bearing upon impartiality. R. at 8-9. That approach is inconsistent with *Commonwealth Coatings*, inconsistent with the AAA disclosure process, and inconsistent with the expert testimony presented through Ms. Seymour regarding

the purpose of arbitrator disclosures. *See Commonwealth Coatings*, 393 U.S. 145, 149, 89 S. Ct. 337, 339; R. at 51-53, 98-99.

This case is therefore fundamentally different from the question addressed in *Crouch*. The issue before this Court is not whether Harry Cato's relationship with Nelson Mullins ultimately required Arbitrator Cato's disqualification. Rather, the issue is whether the circuit court erred as a matter of law by concluding that Arbitrator Cato fulfilled her affirmative disclosure obligations without first determining whether the disclosures themselves were complete, accurate, and sufficient to permit an informed evaluation of neutrality. Because the circuit court never answered that threshold question, its reliance upon *Crouch* was misplaced, and its order denying Appellant's Motion to Vacate should be reversed.

II. THE CIRCUIT COURT ERRED IN CONCLUDING APPELLANT WAIVED HER OBJECTION TO ARBITRATOR CATO'S IMPARTIALITY BY FAILING TO INDEPENDENTLY INVESTIGATE INFORMATION THE ARBITRATOR HAD AN AFFIRMATIVE DUTY TO DISCLOSE.

The circuit court's conclusion that Appellant waived her objection to Arbitrator Cato's impartiality rests upon a legal premise unsupported by the South Carolina Uniform Arbitration Act, the Federal Arbitration Act, or the authorities upon which the circuit court relied. Specifically, the circuit court concluded that because Arbitrator Cato disclosed that her husband "contracts with Nelson Mullins," Dr. Seixas had sufficient information to investigate the relationship further before agreeing to Arbitrator Cato's appointment. R. at 8-9; *see also* R. at 579. The Court held that by having not further investigated Arbitrator Cato's spouse's relationship with Nelson Mullins, Appellant could not later challenge the adequacy of the disclosure after receiving an unfavorable arbitration award. *Id.*

That reasoning improperly shifts the burden imposed by law. An affirmative obligation to investigate an arbitrator's disclosures to determine whether material facts have been omitted does

not exist under the law of South Carolina. Rather, the law imposes the opposite obligation. The arbitrator, who alone possesses complete knowledge of his or her relationships and affiliations, bears the continuing duty to disclose information that might reasonably affect a party's confidence in the arbitrator's neutrality. *Commonwealth Coatings*, 393 U.S. at 149. The disclosure obligation exists because the parties cannot reasonably be expected to uncover through an investigation every potentially relevant relationship independently. If such an expectation exists, the arbitrator's disclosure obligation serves little to no purpose.

Nevertheless, the circuit court has concluded here that Dr. Seixas should have investigated Arbitrator Cato's spouse's relationship with Nelson Mullins after receiving Arbitrator Cato's disclosure. R. at 8. That conclusion overlooks the practical reality of the disclosure process. Parties are entitled to rely upon the truthfulness, completeness, and accuracy of disclosures made by a neutral arbitrator. *Commonwealth Coatings*, 393 U.S. at 149. They are not required to presume that an arbitrator's disclosure may be incomplete and undertake their own investigation to determine whether additional facts exist. This is contrary to the law.

Indeed, requiring such an investigation would fundamentally alter the arbitrator selection process. Every disclosure, no matter how limited, would require litigants to search public records, firm websites, professional biographies, corporate filings, and social media in an effort to determine whether the arbitrator had omitted facts bearing upon impartiality. Such a rule would not promote confidence in arbitration. Rather, it would undermine the very disclosure process established to foster confidence in the neutrality of arbitrators. It fuels skepticism rather than conviction.

The facts of this case illustrate why the circuit court's approach is unworkable. Arbitrator Cato affirmatively disclosed Harry Cato's relationship with Nelson Mullins. R. at 52-53. Dr.

Seixas accepted that disclosure at face value, as parties are entitled to do. Nothing in the disclosure suggested that additional investigation was necessary or that the disclosure materially understated the nature of Harry Cato's affiliation with the firm. R. at 98-99 (Seymour Aff. ¶ 5(a)-(b), (d)). Only after the arbitration concluded did Dr. Seixas discover publicly available information indicating that Harry Cato had maintained a longstanding professional affiliation with Nelson Mullins spanning more than a decade and was publicly identified by the firm as one of its Government Relations Consultants. R. at 94 (Dr. Seixas-Mikelus Aff. ¶¶ 9-10); R. at 72-73, 81, 83-84. That information forms the basis of Appellant's challenge, not because it conclusively establishes evident partiality, but because it materially expands upon the limited disclosure made before the arbitration commenced undermining Dr. Seixas confidence in fair arbitration before an unbiased neutral.

The circuit court's waiver analysis establishes a presumption that once a so-called indirect relationship is disclosed, the burden shifts to the parties to investigate and determine whether the relationship is truly indirect. Neither the South Carolina Uniform Arbitration Act nor *Crouch* adopts such a rule. Such a rule would remove a party's right to rely on the Arbitrator's disclosures. Under the circuit court's ruling, waiver presupposes knowledge. A party cannot knowingly relinquish an objection to facts that were never fully disclosed. *See Thomas v. State*, 346 S.C. 140 (2001). Although a party may waive an objection to a known conflict by proceeding with arbitration despite full knowledge of the relevant facts, no such waiver occurs where the alleged conflict consists of facts omitted from the arbitrator's disclosure. *Id.* A contrary rule would permit incomplete disclosures to satisfy the arbitrator's obligations so long as enough information was provided to alert the parties that some relationship existed.

Barbara Seymour's affidavit underscores why the circuit court's waiver analysis cannot be reconciled with accepted disclosure principles. Ms. Seymour explained that the purpose of arbitrator disclosures is to permit the parties, not the arbitrator, to determine whether a relationship affects their confidence in the arbitrator's neutrality. R. at 98-99 (Seymour Aff. ¶ 5); *see also* R. at 579. That purpose is defeated if the parties must first determine whether the arbitrator has fully disclosed the relationship before they can evaluate its significance. In Ms. Seymour's uncontradicted opinion, the issue presented by Arbitrator Cato's disclosure was not whether it contained literally true statements, but whether it accurately and sufficiently described the relationship so that a reasonable party could make an informed decision regarding the arbitrator's impartiality. R. at 98-99; *see also* R. at 548, 552. The circuit court's order never meaningfully addressed that distinction.

Respondents argued that the information concerning Harry Cato's affiliation with Nelson Mullins was publicly available before the arbitration and therefore could have been discovered through reasonable diligence. R. at 541, 570-571. Even if true, that argument misses the point. If the existence of publicly available information relieved arbitrators of their disclosure obligations, there would be no disclosure obligation. Everything that ends up in an arbitration disclosure is, by definition, known to the arbitrator and at least theoretically discoverable by others. The duty to disclose exists *because* litigants cannot reasonably be expected to uncover every potentially relevant relationship on their own. Respondents' argument eliminates the duty by invoking the very problem it was designed to solve.

The timing of Appellant's challenge also does not support a finding of waiver. Dr. Seixas did not remain silent after learning the additional facts concerning Harry Cato's affiliation with Nelson Mullins. Rather, upon discovering information that materially differed from Arbitrator

Cato's disclosure, Dr. Seixas promptly filed a Motion to Vacate Arbitration Award, supported that motion with documentary evidence and the affidavit of Barbara Seymour, and requested limited discovery to determine the full nature of the relationship before the circuit court ruled on the motion. R. at 15, 36-40, 94-96, 98-99. The record reflects diligence, not waiver.

Ultimately, the circuit court's waiver analysis cannot be reconciled with the disclosure principles articulated in *Commonwealth Coatings* or adopted by the South Carolina Supreme Court in *Crouch*. The arbitrator's affirmative duty to disclose exists so that parties may knowingly evaluate potential conflicts before agreeing to arbitration. By shifting that burden to Appellant and requiring her to independently investigate whether Arbitrator Cato's disclosure was complete, the circuit court effectively rewrote the statutory framework governing evident partiality. Because Appellant did not knowingly waive facts that were never fully disclosed, the circuit court's finding of waiver constitutes reversible legal error.

III. THE CIRCUIT COURT ABUSED ITS DISCRETION BY DENYING APPELLANT'S REQUEST FOR LIMITED DISCOVERY WHILE SIMULTANEOUSLY RESOLVING DISPUTED FACTUAL ISSUES CONCERNING ARBITRATOR CATO'S DISCLOSURES.

Even if this Court concludes the existing record is insufficient to establish evident partiality as a matter of law, the circuit court nevertheless committed reversible error by denying Appellant the opportunity to develop the very facts the court later relied upon in denying the Motion to Vacate. Rather than permitting limited discovery into disputed issues uniquely within the possession of Arbitrator Cato, Harry Cato, and Nelson Mullins, the circuit court denied discovery and then resolved those disputed factual issues against Appellant on an incomplete record. R. at 9-10.

The discovery sought by Appellant was neither broad nor speculative. *See Oncology and Hematology Associates of S.C., LLC v. South Carolina Dept. of Health and Environmental*

Control, 387 S.C. 380 (2010); *Bilrite Bldg. Co. v. Adams*, 193 S.C. 142 (1940); *Samples v. Mitchell*, 329 S.C. 105 (1997). Appellant did not seek to relitigate the merits of the arbitration award or engage in a fishing expedition through Respondents' files. Instead, Appellant requested narrowly tailored discovery directed solely to the nature and extent of Harry Cato's professional affiliation with Nelson Mullins and Arbitrator Cato's continuing disclosure obligations. R. at 36-40, 536-538. Specifically, Appellant sought discovery concerning the duration of Harry Cato's relationship with Nelson Mullins, the terms of that relationship, the extent of his integration into the firm, his compensation arrangement, his access to firm offices and resources, his participation in firm meetings and activities, and his professional interactions with attorneys employed by Nelson Mullins, including those involved in this litigation. R. at 536-538. Appellant also sought discovery concerning Arbitrator Cato's appointment to the Board of Directors of Lexington Medical Center and the circumstances surrounding her decision not to supplement her disclosures during the pendency of the arbitration. R. at 37, 40, 385.

Courts addressing similar circumstances have recognized that limited post-award discovery is appropriate where there is an objective basis to believe an arbitrator failed to make complete disclosures. In *William C. Vick Construction Co. v. North Carolina Farm Bureau Federation*, the North Carolina Court of Appeals held that where objective evidence suggested an arbitrator failed to disclose significant relationships with counsel, the parties were entitled to depose the arbitrator regarding those relationships, and such discovery was admissible in a proceeding to vacate the arbitration award. 123 N.C. App. 97, 102-103, 472 S.E.2d 346, 350 (1996). The court explained that once an objective basis exists for believing arbitrator misconduct has occurred, limited discovery is appropriate. *Id.* The court ultimately reversed the denial of relief after concluding the arbitrator failed to disclose numerous professional, social,

and business relationships that were "likely to affect impartiality or reasonably create an appearance of partiality or bias." *Id.* at 102-03, 472 S.E.2d at 349-50.

The reasoning of *Vick* is particularly persuasive here. Appellant did not seek broad discovery into the merits of the arbitration or Respondents' defense of the underlying employment claims. Rather, Appellant sought narrowly tailored discovery directed solely to the nature and extent of Harry Cato's longstanding affiliation with Nelson Mullins and Arbitrator Cato's compliance with her continuing disclosure obligations. As in *Vick*, those facts were uniquely within the knowledge of the arbitrator and the individuals involved in the undisclosed relationships. Denying discovery while simultaneously concluding that Appellant failed to establish the significance of those relationships placed Appellant in an impossible position.

Each of these factual issues bears directly upon the central question presented in this appeal: whether Arbitrator Cato fulfilled her affirmative obligation to provide complete and meaningful disclosures before and during the arbitration. These subjects were identified during the hearing and formed the basis of Appellant's request for limited discovery. R. at 531-540. Appellant could not reasonably be expected to obtain this information without discovery. The information was uniquely within the knowledge and control of Arbitrator Cato, Harry Cato, and Nelson Mullins. Absent discovery, Appellant was left to rely upon limited publicly available information, the AAA disclosures, and the limited evidence available through independent investigation. R. at 72-73, 81, 83-84.

Despite these unresolved factual questions, the circuit court denied discovery and proceeded to resolve the Motion to Vacate on the existing record. R. at 9-10. In doing so, the court necessarily accepted Respondents' characterization of Harry Cato's relationship with Nelson Mullins while rejecting Appellant's contention that the disclosures materially understated

the nature of that relationship. Yet, those very factual questions were in dispute and the subject of Appellant's request for limited discovery. R. at 535-540, 552-555, 580. The court thus resolved disputed issues of fact while simultaneously preventing Appellant from obtaining evidence necessary to establish those facts.

The hearing transcript demonstrates that Appellant repeatedly explained why discovery was necessary. R. at 535-540, 552-555, 580. Counsel identified numerous unanswered questions regarding Harry Cato's affiliation with Nelson Mullins, including the duration of the relationship, his office arrangements, compensation structure, access to firm resources, participation in firm activities, and interactions with Nelson Mullins attorneys. R. at 536-538. Counsel further explained that these facts were necessary to determine whether Arbitrator Cato's disclosure accurately reflected the relationship and whether a reasonable person would question her impartiality. R. at 536-540.

Rather than allowing that limited factual development, the circuit court concluded that additional discovery was unnecessary. R. at 8-10. The prejudice flowing from that ruling is apparent in the circuit court's Order. *Id.* The court repeatedly relied upon factual conclusions regarding Harry Cato's relationship with Nelson Mullins while simultaneously faulting Appellant for failing to produce additional evidence concerning the relationship. *Id.* The court concluded in error that Dr. Seixas should have investigated further before agreeing to Arbitrator Cato's appointment and that the publicly available information was sufficient to place her on notice of the relationship. *Id.* The result of the circuit court's denial of Appellant's attempt to obtain discovery is a record that remains incomplete through no fault of Appellant.

This procedure is fundamentally inconsistent with the purpose of S.C. Code Ann. § 15-48-130(a)(2). The statute provides a mechanism by which courts ensure the integrity of

arbitration proceedings when credible evidence calls an arbitrator's impartiality into question. That safeguard is rendered ineffective if a party presents objective evidence suggesting incomplete disclosures, requests narrowly tailored discovery concerning those disclosures, and is denied any meaningful opportunity to develop the relevant facts before the motion is decided.

Permitting the Appellant's requested discovery does not undermine the strong public policy favoring arbitration. *Masters v. KOL, Inc.*, 431 S.C. 28, 37, 846 S.E.2d 893, 897 (Ct. App. 2020). South Carolina's policy favoring arbitration is premised upon the assumption that arbitration is conducted before a neutral and impartial decision maker. S.C. Code Ann. § 15-48-130(a)(2). Limited post-award discovery directed solely to the issue of arbitrator impartiality does not frustrate that policy. Rather, it reinforces public confidence in the arbitration process by ensuring that allegations of incomplete disclosures are resolved on a fully developed factual record instead of speculation or assumption.

The discovery requested here was particularly appropriate because Appellant's claim rested largely upon information uniquely possessed by third parties. Unlike the merits of the arbitration itself, which had been fully litigated, the facts concerning Harry Cato's relationship with Nelson Mullins and Arbitrator Cato's continuing disclosure obligations had never been the subject of discovery or testimony. Appellant sought only the opportunity to develop those facts before the circuit court determined whether the statutory grounds for vacatur had been established. R. at 535-540, 552-555, 580.

Significantly, if the limited discovery were permitted, the circuit court would ultimately render its decision on a *complete* record rather than a partial one that is constrained to what is publicly available. There is no prejudice to Respondent if the discovery is allowed, but there is prejudice to the process and the Appellant by categorically denying the limited discovery. Under

these circumstances, the circuit court abused its discretion by denying limited discovery and then resolving disputed factual issues against Appellant on an incomplete record.

At a minimum, the circuit court's Order should be reversed and the matter remanded with instructions to permit limited discovery concerning Arbitrator Cato's disclosures and the nature of Harry Cato's affiliation with Nelson Mullins, followed by an evidentiary hearing on Appellant's Motion to Vacate. Such relief would preserve the integrity of the arbitration process while ensuring that the statutory protections afforded by S.C. Code Ann. § 15-48-130(a)(2) are meaningfully applied.

CONCLUSION

For all of the above reasons, Appellant, Stéfanie Seixas-Mikelus, M.D. respectfully requests that this Court reverse the Circuit Court's Order denying Appellant's Motion to Vacate and Confirming Arbitral Award, vacate the arbitration award, and remand this matter for further proceedings. Alternatively, Appellant requests that this Court reverse the denial of discovery and remand for limited discovery and an evidentiary hearing concerning the arbitrator's disclosures and alleged conflicts.

REQUEST FOR ORAL ARGUMENT

Appellant respectfully submits that oral argument would materially assist the Court in resolving the issues presented.

[SIGNATURE ON FOLLOWING PAGE]

Respectfully submitted,

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