PHYSICIAN-PATIENT ARBITRATION AGREEMENT

This agreement (the "Agreement") is made between Robert K. Maloney M.D., Robert K. Maloney MD, Inc., Neda Shamie, M.D., Neda Shamie MD, Inc., Arjan Hura, M.D., Maloney-Shamie Vision Institute, a Medical Partnership dba Maloney Vision Institute (collectively, the "Institute") and _____ ("Patient") with respect to the following matters.

Article 1: **Agreement to Arbitrate**: It is understood that any claim or dispute as to alleged medical malpractice, as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. All parties to this contract, give up their constitutional rights to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. It is the intention of the parties that this Agreement shall cover all medical malpractice disputes, whether such disputes arise out of the course of treatment for Patient's current condition, or out of the course of treatment for any future condition(s) for which Patient seeks treatment. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Article 2: **All Claims To Be Arbitrated**: In addition to disputes relating to medical malpractice, as set forth in Article 1 above, Patient and Institute agree that all disputes between the parties, of whatever nature, including but not limited to those related to the fees charged or collected by Institute, Institute's business practices, incidents occurring on the premises of the Institute, the determination of the scope or applicability of this agreement to arbitrate, or any other type of dispute between the parties, shall be determined by submission to arbitration as provided by California law and this Agreement. It is the intention of the parties that this Agreement bind all parties whose claims may arise out of or relate to treatment or service, including diagnosis, treatment and care, provided by the Institute and any physicians or other health care professionals employed or engaged by the Institute. This Agreement shall bind Patient, any spouse or heirs of Patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term "Patient" herein shall mean both the mother and the mother's expected child or children.

All claims for monetary damages against the Institute, and the Institute's shareholders, officers, directors, successors, heirs, executors, assigns, agents, employees, representatives and attorneys, and the employees, agents and estates of any of them, must be arbitrated including, without limitation, claims for intentional torts, loss of consortium, wrongful death, emotional distress or punitive damages.

Article 3: **Procedures and Applicable Law:** Any demand for arbitration must be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") in accordance with the following rules and procedures:

(a) Either party may commence arbitration by giving written notice to the other party demanding arbitration (the "Arbitration Notice"). The Arbitration Notice shall specify the particular claims and/or causes of actions alleged by the party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of actions.

(b) The arbitration shall be conducted in Los Angeles County and in accordance with the arbitration rules and procedures of JAMS to the extent such rules and procedures are not inconsistent with the provisions set forth in this Agreement.

(c) The arbitration shall be conducted before a panel of three (3) retired judges who are members of the JAMS panel of arbitrators covering Los Angeles County (the "JAMS Panel") to be selected as follows: Within ten (10) business days after the initiation of an arbitration proceeding, Patient shall select one (1) arbitrator, Institute shall select one (1) arbitrator, and the two arbitrators shall select, within ten (10) business days, a third (3rd) arbitrator. If the two arbitrators are unable to select a third arbitrator within such ten (10) business day period, a third (3rd) arbitrator shall be appointed by JAMS. The decision in writing of at least two (2) arbitrators shall be final and binding upon Patient and Institute.

(d) The parties consent to the intervention and joinder in any arbitration of any person or entity which would otherwise be a proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration.

(e)   The parties agree that California law shall apply to disputes governed by this Agreement, including but not limited to, Code of Civil Procedure Sections 340.5 and 667.7 and Civil Code Sections 3333.1 and 3333.2. Any party may bring before the arbitrator a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedure Section 1283.05.

Article 4: **General Provisions**: All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable California statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence.   If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

Article 5: **Revocation**: This Agreement may be revoked by written notice delivered to the Institute within 30 days of signature.

Article 6: **Retroactive Effect**: If Patient intends this Agreement to cover services rendered before the date it is signed (including, but not limited to, emergency treatment), Patient should initial the following: Effective as of the date of first medical services: _____[Initial Here]

Article 7: **Severability**. If any provision of the Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or application and to this end the provisions of this Agreement are declared to be severable.

Institute believes arbitration to be a faster and more efficient means of resolving disputes than a court proceeding. For this reason, prior to receiving treatment or services from Institute, Patient must agree to binding arbitration as provided herein. Patient acknowledges that he or she is free to seek treatment or services from another health care provider, including one that may not require its patients to sign an arbitration agreement, and that he or she has freely made his or her own independent decision as to whether or not he or she should sign this Agreement.

I understand that I have the right to receive a copy of this Agreement. By my signature below, I acknowledge that I have received a copy.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

_____	_____	_____
Robert K. Maloney, M.D.	Neda Shamie, M.D.	Robert K. Maloney, M.D. Managing Partner Maloney-Shamie Vision Institute
_____	_____	
Robert K. Maloney, M.D., Director Robert K. Maloney MD, Inc.	Neda Shamie, M.D., Director Neda Shamie, MD, Inc.	(Patient's or Patient Representative's signature)
		_____
		(Type or print name and indicate relationship to Patient)

_____
Arjan Hura, M.D.

DATE: _____