

JUDI GOLDSTONE, M.D.  
23823 Hawthorne Blvd.  
Torrance, CA 90505  
(424) 247-4962  
[DrJudiGoldstone@yahoo.com](mailto:DrJudiGoldstone@yahoo.com)  
[www.DrJudiGoldstone.com](http://www.DrJudiGoldstone.com)

PHYSICIAN-PATIENT ARBITRATION AGREEMENT

Agreement to Arbitrate

The parties executing this document agree that any dispute as to medical malpractice, including but not limited to, whether any medical services were unnecessary or unauthorized, or whether they were improperly, negligently, or incompetently rendered, will be determined by submission to binding arbitration as provided by California law, and not by lawsuit or court process except as California law provides for judicial review of arbitration proceedings.

All Claims Must Be Arbitrated; Exceptions

The parties intend that this agreement binds all parties whose claims may arise out of or relate to treatments or services provided by Judi Goldstone, M.D., including any heirs or past, present, or future spouses of the patient and the patient's children, whether born or unborn at the time of the occurrence giving rise to the claim. All claims for monetary damages exceeding the jurisdictional limit of Small Claims Court against Judi Goldstone, M.D., her employees, agents, and estates of any of them, must be arbitrated, including but not limited to, claims for loss of consortium, wrongful death, emotional distress, or punitive damages. Similarly, a dispute over fees owed by the patient to Dr. Judi Goldstone, M.D., may be filed in Small Claims Court, if the claim is within the Court's jurisdictional limit.

Procedures and Applicable Law

A demand for arbitration must be communicated in

writing to all parties. The parties shall agree and select one arbitrator within thirty (30) days after receipt of the written demand. The arbitrator shall adjudicate the matter(s) and issue(s) submitted by the parties. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator, not including counsel or witness fees, or other expenses incurred by a party for such party's own benefit. The parties consent to the intervention and joinder of any person or entity that would otherwise be a proper additional party in a court action. Upon such intervention and joinder, any existing court action against such additional person or entity shall be stayed through the conclusion of the arbitration.

#### General Provisions

All claims based on 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 with reasonable diligence and in accordance with the procedures prescribed herein. California law and the California Code of Civil Procedure provisions relating to arbitration shall govern the arbitration. Jurisdiction and venue shall lie in Los Angeles County, California.

#### Revocation

This agreement may be revoked by delivering a written notice to Judi Goldstone, M.D. at 23823 Hawthorne Blvd., Torrance, CA 90505 or such other address that physician designates, within thirty (30) days from the date the patient executes this agreement. If not revoked within that time this agreement shall remain in full force and effect.

Enforceability of Agreement

If any provision of this arbitration agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

I understand that I have the right to receive a copy of this arbitration agreement. My signature below indicates that I have read and understand this agreement and that I have received a copy of it.

**NOTICE: BY SIGNING THIS DOCUMENT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY BINDING ARBITRATION AND YOU ARE GIVING UP THE RIGHT TO A JURY TRIAL OR A COURT TRIAL.**

Print Patient's Name: \_\_\_\_\_ Date:\_\_\_\_\_

Patient's Signature: \_\_\_\_\_

Physician's Agreement: Judi Goldstone, M.D.