A BILL FOR AN ACT
101 CONCERNING THE "COLORADO ARBITRATION FAIRNESS ACT".

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at http://leg.colorado.gov.)

The bill applies to certain consumer and employment arbitrations and:

- Establishes ethical standards for arbitrators;
- Specifies that any party may challenge in court the impartiality of an arbitrator or arbitration services provider;
- Requires specified disclosures by arbitrators and arbitration services providers; and
- Authorizes injunctive relief against an arbitrator or arbitration services provider.

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment. Capital letters or bold & italic numbers indicate new material to be added to existing statute. Dashes through the words indicate deletions from existing statute.
arbitration services provider who engages in certain specified acts.

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Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, add part 7 to article 22 of title 13 as follows:

PART 7
COLORADO ARBITRATION FAIRNESS ACT

13-22-701. Short title. The short title of this part 7 is the "COLORADO ARBITRATION FAIRNESS ACT".

13-22-702. Legislative declaration. The General Assembly finds and declares that it is the policy of the state to ensure that private arbitration is fair and impartial and, insofar as possible under federal law, accessible and affordable for all consumers and employees, and enacts the following provisions to amend Colorado's "UNIFORM ARBITRATION ACT", part 2 of this article 22, as it applies to consumers and employees.

13-22-703. Definitions. As used in this part 7, unless the context otherwise requires:

(1) "Adversarial or sympathetic relationship" includes a significant personal or professional experience or relationship aligned with fewer than all parties to the dispute.

(2) "Arbitration services provider" means any company, organization, association, agency, board, or commission that initiates, sponsors, or administers arbitrations or is involved in appointing or providing arbitrators; except that this term does not include any labor organization or other party to a collective bargaining agreement that initiates an arbitration.
PURSUANT TO THE TERMS OF AN AGREEMENT BETWEEN A LABOR
ORGANIZATION AND AN EMPLOYER.

(3) "CONSUMER" MEANS A PERSON WHO:

(a) IS AN ACTUAL OR POTENTIAL PURCHASER OR RECIPIENT OF A
PARTY'S, A PARTY'S AGENT'S, OR A PARTY'S INDEPENDENT CONTRACTOR'S
GOODS, SERVICES, OR REAL OR PERSONAL PROPERTY;

(b) IS A SUCCESSOR IN INTEREST TO AN ACTUAL PURCHASER OR
RECIPIENT WHO PURCHASED THE PARTY'S, PARTY'S AGENT'S, OR PARTY'S
INDEPENDENT CONTRACTOR'S GOODS, SERVICES, OR REAL OR PERSONAL
PROPERTY; OR

(c) ALLEGES DAMAGES CAUSED BY A PARTY'S, PARTY'S AGENT'S,
OR PARTY'S INDEPENDENT CONTRACTOR'S GOODS, SERVICES, PROPERTY,
OR ACTION OR INACTION, OTHER THAN DAMAGES SUSTAINED BY A
FOR-PROFIT SOLE PROPRIETORSHIP OR FOR-PROFIT BUSINESS ENTITY.

(4) "EMPLOYEE" MEANS ANY PERSON EMPLOYED BY ANOTHER AS
DEFINED BY STATE LAW. "EMPLOYEE" ALSO MEANS ANY PERSON WHO IS
NOT CLASSIFIED BY A BUSINESS AS AN EMPLOYEE BUT WHO CLAIMS TO BE
AN EMPLOYEE AND WHOSE CLAIMS AGAINST THE PURPORTED EMPLOYER
THAT ARE SUBJECT OR POTENTIALLY SUBJECT TO AN AGREEMENT
GOVERNED BY THIS PART 7 RELATE TO THIS ALLEGED MISCLASSIFICATION.

(5) "EVIDENT PARTIALITY", AS USED IN THIS PART 7 AND IN
SECTION 13-22-223, INCLUDES CIRCUMSTANCES WHEN:

(a) AN ARBITRATOR OR ARBITRATION SERVICES PROVIDER FAILS TO
SUBSTANTIALLY COMPLY WITH THE DISCLOSURE REQUIREMENTS IMPOSED
BY SECTION 13-22-707; AND

(b) A PARTY DISCOVERS EVIDENCE OF THE ARBITRATOR'S
POTENTIAL PARTIALITY MORE THAN THIRTY CALENDAR DAYS AFTER
SELECTION OF THE ARBITRATOR.

(6) "LEGAL ISSUE CONFLICT" MEANS A LEGAL ISSUE THAT LIKELY WILL BE PRESENTED TO THE ARBITRATOR, THE RESOLUTION OF WHICH LEGAL ISSUE BY THE ARBITRATOR LIKELY WOULD BE CONTRARY TO THE INTERESTS OF ONE OR MORE OF:

(a) The arbitrator or arbitration services provider; or

(b) The arbitrator's or the arbitrator's employer's current clients or a client's industry or trade group.

(7) "PECUNIARY INTEREST" OR "FINANCIAL INTEREST" INCLUDES A LEGAL ISSUE CONFLICT.

(8) "PERSON" MEANS:

(a) An individual, corporation, estate, trust, partnership, limited liability company, unincorporated association, or two or more of such individuals or entities having a joint or common interest;

(b) Any other legal or commercial entity; or

(c) An agent, trustee, representative, or other individual or entity acting on behalf of a person.

(9) (a) "POTENTIAL PARTIALITY" MEANS THAT, BASED ON THE TOTALITY OF THE FACTS AND CIRCUMSTANCES, A REASONABLE PERSON WOULD CONCLUDE THAT THE IMPARTIALITY OF AN ARBITRATOR OR ARBITRATION SERVICES PROVIDER MAY BE COMPROMISED OR IMPROPERLY OR UNDULY INFLUENCED IF HE OR SHE IS ASKED TO DECIDE ONE OR MORE MATTERS SUBJECT TO THE ARBITRATION DUE TO AN ACTUAL OR POTENTIAL CONFLICT OF INTEREST, INCLUDING, WITHOUT LIMITATION, A PECUNIARY INTEREST, A BUSINESS RELATIONSHIP, A FAMILIAL RELATIONSHIP, AN ADVERSARIAL OR SYMPATHETIC RELATIONSHIP, OR A LEGAL ISSUE
CONFLICT ON THE PART OF THE ARBITRATOR OR ARBITRATION SERVICES PROVIDER.

(b) "POTENTIAL PARTIALITY" ALSO EXISTS IF A JUDICIAL OFFICER'S SIMILAR INTEREST IN THE OUTCOME OF A DISPUTE BEFORE THAT OFFICER WOULD DISQUALIFY HIM OR HER UNDER THE COLORADO CODE OF JUDICIAL CONDUCT FROM PRESIDING OVER A PROCEEDING OR WOULD DISQUALIFY AN ATTORNEY UNDER THE COLORADO RULES OF PROFESSIONAL CONDUCT FROM REPRESENTING A CLIENT. ADDITIONALLY, AN ARBITRATOR'S OR ARBITRATION SERVICES PROVIDER'S FAILURE TO MAKE ANY OF THE DISCLOSURES REQUIRED IN SECTION 13-22-707 OR STANDARDS PROMULGATED PURSUANT TO SECTION 13-22-705 OR THE ARBITRATOR'S OR ARBITRATION SERVICES PROVIDER'S BREACH OF ANY OF THE REQUIREMENTS IN THIS PART 7 CONSTITUTES POTENTIAL PARTIALITY.

13-22-704. Application. (1) This part 7 applies to all arbitrations required by a predispute arbitration agreement in which a consumer or employee asserts a claim or counterclaim, except for arbitrations conducted pursuant to a collective bargaining agreement. This part 7 does not apply to arbitrations conducted or administered by a self-regulatory organization, as defined by the federal "Securities Exchange Act of 1934", 15 U.S.C. sec. 78a, or regulations adopted pursuant to that act.

(2) Except when they conflict with the provisions of this part 7, the provisions of the "Uniform Arbitration Act", part 2 of this article 22, apply to consumer and employment arbitrations.

13-22-705. Ethical standards for arbitrators. (1) Bias, prejudice, and harassment. (a) An arbitrator shall perform his or her duties, including administrative duties, without bias or
PREJUDICE.

(b) AN ARBITRATOR SHALL NOT, IN THE PERFORMANCE OF HIS OR HER DUTIES, BY WORDS OR CONDUCT, MANIFEST BIAS OR PREJUDICE, OR ENGAGE IN HARASSMENT, INCLUDING BUT NOT LIMITED TO BIAS, PREJUDICE, OR HARASSMENT BASED UPON RACE, SEX, GENDER, RELIGION, NATIONAL ORIGIN, ETHNICITY, DISABILITY, AGE, SEXUAL ORIENTATION, MARITAL STATUS, SOCIOECONOMIC STATUS, OR POLITICAL AFFILIATION, AND SHALL NOT DIRECT OTHERS SUBJECT TO THE ARBITRATOR'S DIRECTION AND CONTROL TO DO SO.

(c) AN ARBITRATOR SHALL REQUIRE ATTORNEYS IN PROCEEDINGS TO REFRAIN FROM MANIFESTING BIAS OR PREJUDICE OR ENGAGING IN HARASSMENT BASED UPON ATTRIBUTES INCLUDING BUT NOT LIMITED TO RACE, SEX, GENDER, RELIGION, NATIONAL ORIGIN, ETHNICITY, DISABILITY, AGE, SEXUAL ORIENTATION, MARITAL STATUS, SOCIOECONOMIC STATUS, OR POLITICAL AFFILIATION, AGAINST PARTIES, WITNESSES, ATTORNEYS, OR OTHERS.

(d) The restrictions of subsections (1)(b) and (1)(c) of this section do not preclude arbitrators or attorneys from making legitimate reference to the listed factors or similar factors when they are relevant to an issue in a proceeding.

(2) **External influences on arbitrator conduct.** (a) An arbitrator shall not be swayed by public clamor or fear of criticism.

(b) An arbitrator shall not permit family, social, political, financial, or other interests or relationships to influence the arbitrator's conduct or judgment.

(c) An arbitrator shall not convey or permit others to
CONVEY THE IMPRESSION THAT ANY PERSON OR ORGANIZATION IS IN A
POSITION TO INFLUENCE THE ARBITRATOR.

(3) **Disqualification.** (a) AN ARBITRATOR SHALL DISQUALIFY
HIMSELF OR HERSELF IN ANY PROCEEDING IN WHICH THE ARBITRATOR'S
IMPARTIALITY MIGHT REASONABLY BE QUESTIONED, INCLUDING BUT NOT
LIMITED TO THE FOLLOWING CIRCUMSTANCES:

(I) THE ARBITRATOR HAS A PERSONAL BIAS OR PREJUDICE
CONCERNING A PARTY OR A PARTY'S ATTORNEY, OR PERSONAL
KNOWLEDGE OF FACTS THAT ARE IN DISPUTE IN THE PROCEEDING;

(II) THE ARBITRATOR KNOWS THAT THE ARBITRATOR, THE
ARBITRATOR'S SPOUSE, DOMESTIC PARTNER, OR CIVIL UNION PARTNER, OR
A PERSON WITHIN THE THIRD DEGREE OF RELATIONSHIP TO EITHER OF
THEM, OR THE SPOUSE, DOMESTIC PARTNER, OR CIVIL UNION PARTNER OF
SUCH A PERSON, IS:

(A) A PARTY TO THE PROCEEDING, OR AN OFFICER, DIRECTOR,
GENERAL PARTNER, MANAGING MEMBER, OR TRUSTEE OF A PARTY;

(B) ACTING AS AN ATTORNEY IN THE PROCEEDING;

(C) A PERSON WHO HAS MORE THAN A DE MINIMIS INTEREST THAT
COULD BE SUBSTANTIALLY AFFECTED BY THE PROCEEDING; OR

(D) LIKELY TO BE A MATERIAL WITNESS IN THE PROCEEDING;

(III) THE ARBITRATOR KNOWS THAT HE OR SHE, INDIVIDUALLY OR
AS A FIDUCIARY, OR THE ARBITRATOR'S SPOUSE, DOMESTIC PARTNER, CIVIL
UNION PARTNER, PARENT, CHILD, OR OTHER MEMBER OF THE
ARBITRATOR'S FAMILY RESIDING IN THE ARBITRATOR'S HOUSEHOLD, HAS
AN ECONOMIC INTEREST IN THE SUBJECT MATTER IN CONTROVERSY OR IN
A PARTY TO THE PROCEEDING;

(IV) THE ARBITRATOR, WHILE AN ARBITRATOR, HAS MADE A
PUBLIC STATEMENT, OTHER THAN IN AN ARBITRATION PROCEEDING, DECISION, OR OPINION, THAT COMMITS OR APPEARS TO COMMIT THE ARBITRATOR TO REACH A PARTICULAR RESULT OR RULE IN A PARTICULAR WAY IN THE PROCEEDING OR CONTROVERSY; OR

(V) THE ARBITRATOR:

(A) SERVED AS AN ATTORNEY IN THE MATTER IN CONTROVERSY, OR WAS ASSOCIATED WITH AN ATTORNEY WHO PARTICIPATED SUBSTANTIALLY AS AN ATTORNEY IN THE MATTER DURING SUCH ASSOCIATION;

(B) SERVED IN GOVERNMENTAL EMPLOYMENT, AND IN SUCH CAPACITY PARTICIPATED PERSONALLY AND SUBSTANTIALLY AS AN ATTORNEY OR PUBLIC OFFICIAL CONCERNING THE PROCEEDING, OR HAS PUBLICLY EXPRESSED IN SUCH CAPACITY AN OPINION CONCERNING THE MERITS OF THE PARTICULAR MATTER IN CONTROVERSY;

(C) WAS A MATERIAL WITNESS CONCERNING THE MATTER; OR

(D) PREVIOUSLY PRESIDED AS AN ARBITRATOR OVER THE MATTER IN ANOTHER RELATED PROCEEDING.

(b) AN ARBITRATOR SHALL KEEP INFORMED ABOUT THE ARBITRATOR'S PERSONAL AND FIDUCIARY ECONOMIC INTERESTS, AND MAKE A REASONABLE EFFORT TO KEEP INFORMED ABOUT THE PERSONAL ECONOMIC INTERESTS OF THE ARBITRATOR'S SPOUSE, DOMESTIC PARTNER, CIVIL UNION PARTNER, AND MINOR CHILDREN RESIDING IN THE ARBITRATOR'S HOUSEHOLD.

(c) AN ARBITRATOR SHALL NOT ARBITRATE A DISPUTE IF THE ARBITRATION INVOLVES A CONCURRENT CONFLICT OF INTEREST. A CONCURRENT CONFLICT OF INTEREST EXISTS IF:

(I) THE MATTERS TO BE DECIDED IN THE ARBITRATION MAY BE
DIRECTLY ADVERSE TO THE ARBITRATOR'S NONARBITRATION BUSINESS OR
CLIENT; OR

(II) THERE IS A SIGNIFICANT RISK THAT THE ARBITRATOR'S ABILITY
TO PRESIDE OVER THE ARBITRATION WILL BE MATERIALLY LIMITED BY THE
ARBITRATOR'S RESPONSIBILITIES TO A CLIENT, A FORMER CLIENT, AN
INDUSTRY OR TRADE GROUP, OR A THIRD PERSON OR BY A PERSONAL
INTEREST OF THE ARBITRATOR.

(d) AN ARBITRATOR SUBJECT TO DISQUALIFICATION MAY DISCLOSE
THE BASIS OF THE ARBITRATOR'S DISQUALIFICATION AND MAY ASK THE
PARTIES AND THEIR ATTORNEYS TO CONSIDER, OUTSIDE THE PRESENCE OF
THE ARBITRATOR, WHETHER TO WAIVE DISQUALIFICATION. IF, FOLLOWING
THE DISCLOSURE, THE PARTIES AND ATTORNEYS AGREE, WITHOUT
PARTICIPATION BY THE ARBITRATOR, THAT THE ARBITRATOR SHOULD NOT
BE DISQUALIFIED, THE ARBITRATOR MAY PARTICIPATE IN THE PROCEEDING.
The agreement must be incorporated into the record of the
proceeding.

(4) **Violation.** A VIOLATION OF SUBSECTIONS (1) TO (3) OF THIS
SECTION CONSTITUTES EVIDENT PARTIALITY.

13-22-706. Conflicts of interest, bias, or prejudice as grounds
for disqualification. (1) IN ANY MATTER SUBJECT TO ARBITRATION, ANY
PARTY MAY CHALLENGE IN COURT, PURSUANT TO SECTION 13-22-205, THE
IMPARTIALITY OF THE ARBITRATOR OR ARBITRATION SERVICES PROVIDER
ON THE BASIS OF POTENTIAL PARTIALITY. THE PARTY MUST CHALLENGE
THE IMPARTIALITY NOT LATER THAN THIRTY CALENDAR DAYS AFTER THE
ARBITRATOR'S AND ARBITRATION SERVICES PROVIDER'S DISCLOSURES ARE
DUE PURSUANT TO SECTION 13-22-707 (1)(b).

(2) **Upon establishing by a preponderance of the evidence**
POTENTIAL OR EVIDENT PARTIALITY OF THE ARBITRATOR, THE COURT
SHALL DISQUALIFY THE ARBITRATOR FROM SERVING AS AN ARBITRATOR
IN THE ARBITRATION AND SHALL APPOINT AN ARBITRATOR PURSUANT TO
SECTION 13-22-211 (1).

(3) UPON ESTABLISHING BY A PREPONDERANCE OF THE EVIDENCE
POTENTIAL OR EVIDENT PARTIALITY OF THE ARBITRATION SERVICES
PROVIDER, THE COURT SHALL DISQUALIFY THE ARBITRATION SERVICES
PROVIDER FROM ADMINISTERING THE ARBITRATION AND SHALL APPOINT
AN ARBITRATOR PURSUANT TO SECTION 13-22-211 (1).

13-22-707. Required disclosures - arbitration conflicts
checklist. (1) (a) (I) BEFORE AN ARBITRATOR OR ARBITRATION SERVICES
PROVIDER MUST MAKE ANY OF THE DISCLOSURES REQUIRED BY THIS PART
7, THE PARTIES TO THE ARBITRATION SHALL EACH DISCLOSE AN
ARBITRATION CONFLICTS CHECKLIST. THE ARBITRATION CONFLICTS
CHECKLIST MUST DESCRIBE AND DISCLOSE IN GOOD FAITH, TO THE EXTENT
SUCH INFORMATION IS KNOWN OR REASONABLY AVAILABLE TO THE PARTY:

(A) THE MATERIAL, FACTUAL, AND LEGAL ISSUES THEY CONTEND
ARE DISPUTED AND TO BE RESOLVED IN THE ARBITRATION;

(B) THE IDENTITIES OF THE PARTIES TO THE ARBITRATION,
INCLUDING A DESCRIPTION OF THE BUSINESS OR OCCUPATION OF THE
PARTIES TO THE ARBITRATION;

(C) THE PARTIES’ AGENTS, REPRESENTATIVES, EMPLOYEES, OR
INDEPENDENT CONTRACTORS, TO THE EXTENT SUCH AGENT,
REPRESENTATIVE, EMPLOYEE, OR INDEPENDENT CONTRACTOR HAS
KNOWLEDGE RELEVANT TO THE CLAIMS OR DEFENSES OF ANY PARTY;

(D) THE PARTIES’ COUNSEL;

(E) ANY LIABILITY INSURERS OR OTHER INSURERS THAT MAY
PROVIDE COVERAGE FOR AN AWARD; AND

(F) SUCH OTHER MATTERS AS THE PARTIES BELIEVE IN GOOD FAITH
OF WHICH A PROSPECTIVE ARBITRATOR SHOULD REASONABLY BE MADE
AWARE IN ORDER FOR THAT ARBITRATOR TO EVALUATE WHETHER HE OR
SHE HAS POTENTIAL PARTIALITY.

(II) THE PARTY DEMANDING ARBITRATION OR THE PARTY THAT
FILED THE LAWSUIT GIVING RISE TO THE ARBITRATION SHALL SUBMIT THE
ARBITRATION CONFLICTS CHECKLIST, AS DESCRIBED IN SUBSECTION
(1)(a)(I) OF THIS SECTION, TO ALL PARTIES TO THE ARBITRATION, ANY
ARBITRATION SERVICES PROVIDER INVOLVED IN THE ARBITRATION, AND
ANY KNOWN POTENTIAL ARBITRATORS WITHIN SEVEN CALENDAR DAYS
AFTER THE FILING OF AN ARBITRATION DEMAND OR A COURT ORDER
COMPELLING ARBITRATION.

(III) WITHIN SEVEN CALENDAR DAYS AFTER RECEIVING AN
ARBITRATION CONFLICTS CHECKLIST FROM THE PARTY THAT DEMANDED
ARBITRATION OR FILED THE LAWSUIT GIVING RISE TO THE ARBITRATION,
ALL OTHER PARTIES TO THE ARBITRATION SHALL SUBMIT AN ARBITRATION
CONFLICTS CHECKLIST TO ALL OTHER PARTIES TO THE ARBITRATION, ANY
ARBITRATION SERVICES PROVIDER INVOLVED IN THE ARBITRATION, AND
ANY KNOWN PROSPECTIVE ARBITRATORS.

(IV) A PARTY TO AN ARBITRATION SHALL AMEND HIS OR HER
ARBITRATION CONFLICTS CHECKLIST BEFORE ALL ARBITRATORS ARE
SELECTED AND HAVE AGREED TO SERVE AS ARBITRATORS IF THE PARTY
LEARNS THAT THE INFORMATION IS INCOMPLETE OR INCORRECT IN SOME
MATERIAL RESPECT. OTHER PARTIES, THE ARBITRATOR, AND THE
ARBITRATION SERVICES PROVIDER SHALL SUPPLEMENT THEIR CHECKLIST
OR DISCLOSURES WITHIN SEVEN CALENDAR DAYS AFTER RECEIVING AN
AMENDMENT OR SUPPLEMENT IF THE NEW INFORMATION WOULD HAVE
REQUIRED SUCH DISCLOSURE IF INCLUDED IN AN INITIAL CHECKLIST.

(V) A PARTY TO AN ARBITRATION SHALL NOT ASSERT AS A BASIS
TO DISQUALIFY AN ARBITRATOR OR ARBITRATION SERVICES PROVIDER OR
TO VACATE AN ARBITRATION AWARD ANY APPEARANCE OF POTENTIAL
PARTIALITY THAT REASONABLY SHOULD HAVE BEEN IDENTIFIED AND
DISCLOSED BY AN ARBITRATOR BUT FOR THE FAILURE OF THAT PARTY TO
TIMELY DISCLOSE INFORMATION IN THAT PARTY'S ARBITRATION CONFLICTS
CHECKLIST.

(VI) THE DISCLOSURE REQUIREMENTS IN THIS SECTION DO NOT
REQUIRE THE DISCLOSURE OF ANY INFORMATION SUBJECT TO THE
ATTORNEY-CLIENT PRIVILEGE OR OTHER PROTECTION FROM DISCLOSURE.
NOTWITHSTANDING SUCH PROTECTION, WHEN INFORMATION SUBJECT TO
THE DISCLOSURE REQUIREMENTS IN THIS SECTION IS PROTECTED FROM
DISCLOSURE, THE FACT THAT SUCH INFORMATION EXISTS MUST BE
DISCLOSED. THE GENERAL NATURE OF THE INFORMATION, DESCRIBED IN
A SUFFICIENT MANNER TO ALLOW THE PARTIES TO EVALUATE THE
POTENTIAL CONFLICT, MUST ALSO BE DISCLOSED.

(b) BEFORE THE APPOINTMENT OR SELECTION OF ANY
ARBITRATORS, AN ARBITRATION SERVICES PROVIDER SHALL DISCLOSE IN
WRITING TO THE PARTIES SUBJECT TO THE ARBITRATION THE FOLLOWING:

(I) ANY PAST, PRESENT, OR CURRENTLY EXPECTED FINANCIAL OR
PROFESSIONAL RELATIONSHIP OR AFFILIATION BETWEEN THE ARBITRATION
SERVICES PROVIDER AND A PARTY OR ATTORNEYS IN THE ARBITRATION,
INCLUDING:

(A) ANY FINANCIAL INTEREST THAT THE ARBITRATION SERVICES
PROVIDER HAS IN ANY OF THE PARTIES TO THE ARBITRATION OR THEIR
ATTORNEYS;

(B) ANY FINANCIAL INTEREST THAT ANY OF THE PARTIES TO THE ARBITRATION OR THEIR ATTORNEYS HAVE IN THE ARBITRATION SERVICES PROVIDER; AND

(C) WHETHER THE ARBITRATION SERVICES PROVIDER HAS RECEIVED A GIFT, BEQUEST, OR OTHER THING OF VALUE FROM A PARTY, AN ATTORNEY IN THE ARBITRATION, A LAW FIRM WITH WHICH AN ATTORNEY IN THE ARBITRATION IS CURRENTLY ASSOCIATED, OR ANY PARTIES' LIABILITY INSURERS;

(II) ANY AGREEMENTS THE ARBITRATION SERVICES PROVIDER HAS WITH ANY OF THE PARTIES TO THE ARBITRATION, THEIR COUNSEL, AND THEIR LIABILITY INSURERS AND THEIR ATTORNEYS, INCLUDING, WITHOUT LIMITATION, ANY DISCOUNT, COMPENSATION, OR REFERRAL ARRANGEMENTS MADE AVAILABLE TO ANY OF THE PARTIES TO THE ARBITRATION AND ARRANGEMENTS REGARDING HOW, WHERE, OR WHEN THE ARBITRATION SERVICES PROVIDER WILL ADMINISTER DISPUTES BETWEEN THE PARTIES TO THE ARBITRATION; AND

(III) ANY SOLICITATION MADE TO A PARTY OR ATTORNEY FOR A PARTY TO THE ARBITRATION, INCLUDING PRIVATE PRESENTATIONS MADE TO A PARTY OR ATTORNEY FOR A PARTY BY THE ARBITRATION SERVICES PROVIDER, OR ORAL OR WRITTEN DISCUSSIONS, MEETINGS, OR NEGOTIATIONS TO DESIGNATE THE ARBITRATION SERVICES PROVIDER AS THE ARBITRATION SERVICES PROVIDER FOR A PARTY. SOLICITATIONS DO NOT INCLUDE ADVERTISEMENTS TO THE GENERAL PUBLIC.

(c) PRIOR TO THE SELECTION OF AN ARBITRATOR, BUT AFTER ALL PARTIES TO THE ARBITRATION HAVE DELIVERED THEIR ARBITRATION CONFLICTS CHECKLISTS OR RESPONSIVE ARBITRATION CONFLICTS
CHECKLISTS TO THE ARBITRATION SERVICES PROVIDER, AND THE ARBITRATION SERVICES PROVIDER HAS PROVIDED SUCH ARBITRATION CONFLICTS CHECKLISTS TO THE PROSPECTIVE ARBITRATOR, THE ARBITRATOR MUST DISCLOSE:

(I) THE USUAL OCCUPATION OR BUSINESS OF THE ARBITRATOR;

(II) IF THE ARBITRATOR IS A PRACTICING ATTORNEY, THE GENERAL NATURE OF THE PRACTICE AND TYPES OF CLIENTS SERVED BY THAT ATTORNEY;

(III) ANY BUSINESS, PECUNIARY, SOCIAL, FAMILIAL, LEGAL, OR OTHER SIGNIFICANT RELATIONSHIP THE ARBITRATOR HAS WITH ANY OF THE PERSONS SUBJECT TO THE ARBITRATION, THEIR COUNSEL, AND THEIR LIABILITY INSURERS OR OTHER INSURERS THAT MAY PROVIDE COVERAGE FOR THE AWARD;

(IV) ANY PECUNIARY OR FINANCIAL INTEREST THE ARBITRATOR MAY HAVE RELATING TO THE ISSUES IN THE ARBITRATION OR THE OUTCOME OF THE ARBITRATION;

(V) ANY CIRCUMSTANCES THAT MIGHT REASONABLY GIVE THE APPEARANCE OF POTENTIAL PARTIALITY ON THE PART OF THE ARBITRATOR IN LIGHT OF THE MATTERS DISCLOSED IN THE ARBITRATION CONFLICTS CHECKLISTS OR RESPONSIVE ARBITRATION CONFLICTS CHECKLISTS; AND

(VI) A LIST OF ALL OF THE ARBITRATIONS THAT THE ARBITRATOR HAS PARTICIPATED IN AS AN ARBITRATOR DURING THE PRIOR FIVE YEARS AND, TO THE MAXIMUM EXTENT POSSIBLE IN CONSIDERATION OF REASONABLE PRIVACY CONCERNS AND ENFORCEABLE CONFIDENTIALITY AGREEMENTS, THE NAMES OF THE PARTIES TO THOSE ARBITRATIONS AND THEIR ATTORNEYS, ALONG WITH COPIES OF THE DECISIONS AND AWARDS RENDERED.
(d) The disclosures by the arbitration services provider and any potential arbitrators that this section requires must be made no later than twenty-one calendar days after the arbitration services provider or potential arbitrator receives the responsive arbitration conflicts checklist.

(e) All arbitrators and arbitration services providers have a continuing duty to promptly supplement their disclosure through the date that they render their decision or award or that the arbitration has terminated, whichever occurs sooner.

13-22-708. Injunctive relief available against arbitration services providers. (1) Any party to an arbitration is entitled to appropriate injunctive relief in court against any arbitrator or arbitration services provider who engages in any of the following acts:

(a) Administering or conducting an arbitration for which the arbitrator or arbitration services provider has potential or evident partiality;

(b) Appointing an arbitrator who has potential or evident partiality; or

(c) Failing to substantially comply with the requirements of this Part 7.

13-22-709. Waiver - severability. (1) No right conferred by this Part 7 may be waived before the dispute subject to arbitration has arisen, and any such waiver is only effective if made in a writing signed by the parties to the arbitration.

(2) Every provision of this Part 7 and each of its sections and subsections is severable.
SECTION 2. In Colorado Revised Statutes, 13-22-204, amend (3)(a) as follows:

13-22-204. Effect of agreement to arbitrate - nonwaivable provisions. (3) (a) Except as otherwise provided in paragraph (b) of this subsection (3) of this section, a party to an agreement to arbitrate or arbitration proceeding may not waive, or the parties may not vary the effect of, the requirements of this section or section 13-22-203 (1), 13-22-207, 13-22-214, 13-22-218, 13-22-220 (4) or (5), 13-22-222, 13-22-223, 13-22-224, 13-22-225 (1) or (2), or 13-22-229, OR PART 7 OF THIS ARTICLE 22.

SECTION 3. In Colorado Revised Statutes, 13-22-212, add (7) as follows:

13-22-212. Disclosure by arbitrators. (7) Except for the continuing obligations imposed by subsection (2) of this section, this section does not apply to arbitrations covered by part 7 of this article 22.

SECTION 4. Effective date - applicability. This act takes effect upon passage and applies to arbitrations conducted pursuant to arbitration demands filed and orders to compel arbitration entered on or after said date.

SECTION 5. Safety clause. The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.