Circuit Court for Anne Arundel County
Case No. C-02-CV-20-001200

UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 173

September Term, 2021

The Jacobs Company, Inc.

v.

Innovative Insurance Solutions, LLC.

Berger,
Shaw Geter,
Wilner, Alan M.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Wilner, J.

Filed: October 21, 2021_____

This appeal is from a judgment of the Circuit Court for Anne Arundel County that vacated an arbitration award in favor of appellant, The Jacobs Co., Inc. (TJC), in the aggregate amount of $615,790, which included attorneys' fees and costs of $180,113.

The basis of the court's ruling was a finding of evident partiality on the part of the sole arbitrator, Steven Platt, arising from his failure to disclose a financial relationship he had with the father of the attorney for TJC. TJC contends that the court's finding was clear error and that there was no other basis for overturning the arbitral award. Appellee Innovative Insurance Solutions, Inc. (IIS) responds that the record supports the court's finding of evident partiality and that, even if it does not, the award should have been vacated on the ground that it was "completely irrational."

BACKGROUND

TJC and IIS were insurance brokers that served related but different markets. In October 2016, they entered into a "Teaming Agreement," under which they referred business to each other and agreed to pay commissions and bonuses on the referred business. The Agreement is briefly described in the parties' briefs but is not included in the record extract. In August 2018, they agreed to terminate the Teaming Agreement and began a process of winding down the relationship. Disputes arose, and, in March 2019, pursuant to an arbitration provision in the Teaming Agreement, TJC filed a claim against

IIS with the American Arbitration Association (AAA), alleging that IIS had failed to make timely commission and bonus payments owed to TJC.[1]

On April 16, 2019, AAA sent to the parties a list of proposed arbitrators that included Mr. Platt.[2] It asked the parties to rank the candidates in order of preference and advised that AAA would appoint the most mutually agreeable candidate from the list returned to AAA. After some discussion, the parties agreed on Judge Platt. On May 3, AAA informed the parties that it had appointed Judge Platt, sent them a disclosure form completed by him, and directed that AAA be notified of any objections to that appointment by May 10.

The disclosure document was in the form of an affidavit containing answers to 15 questions. Under the heading "Disclosure Obligations," the form instructed:

> "It is most important that the parties have complete confidence in the arbitrator's impartiality. Therefore, please disclose any past or present relationship with the parties, their counsel, or potential witnesses, direct or indirect, whether financial, professional, social or of any other kind. This is a continuing obligation throughout your service on the case.
>
> * * * *
>
> Any doubts should be resolved in favor of disclosure. If you are aware of direct or indirect contact with such individuals, please describe it below."

[1] The arbitration claim also is not in the record extract.

[2] Steven Platt is a retired judge of the Circuit Court for Prince George's County who, after his retirement, created an alternative dispute resolution entity known as The Platt Group, Inc. He continues to serve as a recalled senior judge but was not acting in a judicial capacity in this matter. Out of respect for his service to the Maryland Judiciary, the parties properly refer to him as Judge Platt, and henceforth we shall as well.

The oath part of the form stated, in part, that:

- "I attest that I have diligently conducted a conflicts check, including a thorough review of the information provided to me about this case to date, and that I have performed my obligations and duties to disclose in accordance with the Rules of the American Arbitration Association, Code of Ethics for Arbitrators in Commercial Disputes, the parties' agreement, and applicable law pertaining to arbitrator disclosures."

and

- "I further affirm that consistent with the applicable Rules of the American Arbitration Association, Code of Ethics for Arbitrators in Commercial Disputes, the parties' agreement, and applicable law: That I am fit to serve on the above-referenced arbitration and able to fully execute my responsibilities during all phases of the case."[3]

[3] Canon II of the AAA Code of Ethics for Arbitrators in Commercial Disputes requires an arbitrator to disclose, among other things, "any known existing or past financial, business, professional or personal relationships which might reasonably affect impartiality or lack of independence in the eyes of any of the parties. For example, prospective arbitrators should disclose any such relationships which they personally have with any party or its lawyer, with any co-arbitrator, or with any individual whom they have been told will be a witness. *They should also disclose any such relationships involving their families or household members or their current employers, partners or professional or business associates that can be ascertained by reasonable efforts*." (Emphasis added). Canon II also states that "[a]ny doubt as to whether or not disclosure is to be made should be resolved in favor of disclosure."

AAA also has issued "Disclosure Guidelines" that repeat, with some greater specificity, the requirements of Canon II. Added to the "any doubt" provision is the statement, "You should not judge the significance of the potential conflict but rather you should make the disclosure and let the parties determine its significance. As a guiding principle, *if a relationship or interest crosses your mind – disclose it."* (emphasis in original). It continues that the prospective arbitrator "must disclose [a]ny circumstance likely to give rise to justifiable doubt as to your impartiality or independence" and '[a]ny interest or relationship that might create an appearance of partiality." That includes any financial or relational relationship with an attorney or with the attorney's family.

Judge Platt answered "YES" to Questions 3 and 5, as follows:

3. Have you had any professional or social relationship with counsel for any party in this proceeding or the firms for which they work?

> "Professional relationship with Jeff Bowman, Atty. [counsel for TJC] He has appeared in front of me in numerous cases as a Judge and his father is a fellow Retired Judge of the Circuit Court for Kent County, MD. Judge [Paul] Bowman is a friend of mine. This would not affect my neutrality or my ability to Arbitrate this case fairly and impartially. I am also familiar, professionally, with Mr. Carney, Atty for Defendant in this case [IIS] and his law firm which has also appeared in front of me both as a Judge and as an ADR Professional."

5. Have you had any professional or social relationship of which you are aware with any relative of any of the parties to this proceeding, or any of the witnesses identified to date in this proceeding?

> "As per my answer to Question 3, I am a friend of Atty. Jeff Bowman's father, Retired Judge Paul Bowman and have socialized with him in both professional (Judiciary) sponsored events and over the years at dinners."

Not disclosed by Judge Platt, and unbeknownst to Mr. Carney or anyone from IIS, Judge Platt and Judge Bowman were more than social friends and judicial colleagues. In February 2018, upon his retirement from the Bench, Judge Bowman joined The Platt Group as a Neutral associate. Under their written agreement, Judge Bowman would provide ADR services under the auspices of The Platt Group, which would provide a variety of clerical, billing, and marketing services for him. In return for those services, The Platt Group would be entitled to 20% of the fees collected for the

ADR services Judge Bowman performed under The Platt Group umbrella. To implement this arrangement, all fees charged by Judge Bowman when acting as part of The Platt Group were paid directly to The Platt Group, which retained the 20% and remitted the balance to Judge Bowman. As an additional benefit, The Platt Group added Judge Bowman to its professional malpractice insurance policy at a cost to it of $400.[4]

This arrangement was a nonexclusive one in that The Platt Group could and did have similar arrangements with other ADR providers and Judge Bowman could provide ADR services for other employers. In addition to this professional relationship with Judge Bowman, his son and TJC's prior attorney, Jeffrey Bowman, asked Judge Platt to participate in presenting a continuing legal education program on ADR practice and procedure for the Anne Arundel County Bar Association. Judge Platt accepted the invitation, but, for various reasons, the program was cancelled.

With new counsel for IIS, the dispute, involving the claim by TJC and a counterclaim by IIS, proceeded to arbitration before Judge Platt, who, after a four-day hearing, rendered an interim determination and award on February 5, 2020. The details of that decision are not important to this appeal. Suffice it to say that, in Judge Platt's words, the dispute "arises out of the parties' differing interpretations of their

[4] Judge Platt explained that he included all of the neutrals associated with The Platt Group on the policy, in part "because if there was any issue, it would likely be both the individual neutral and the Platt Group."

contractual obligations both during the term of the [Teaming] Agreement as well as following its termination" and that "[t]he dispute is compounded by both parties' candid concession that the Agreement was poorly drafted regarding key provisions including the dispute resolution clause."

The end result was a determination that "IIS acted willfully and deliberately when it withheld commission and bonus payments rightfully owed to TJC and which IIS knew TJC was entitled to in part or in whole," leading to an interim award to TJC of $435,676. That was followed on April 30, 2020 by an additional award of $148,918 in attorneys' fees and $31,195 in AAA administrative fees, for a total award of $615,790.

The Judicial proceeding commenced with a petition by TJC to confirm the award pursuant to Md. Code, § 3-227 of the Courts and Judicial Proceedings Article (CJP), followed by IIS's cross-petition to vacate, modify, or remand the award pursuant to CJP § 3-224. The IIS petition was based solely on the complaint that the award was legally erroneous for a variety of reasons. Five months into the proceeding, on October 27, 2020, IIS filed a supplemental memorandum in support of its cross-petition adding as a ground for vacating the award evident partiality on the part of Judge Platt arising from an undisclosed conflict of interest based on his newly discovered relationship with Judge Bowman, the father of TJC's prior attorney, Jeffrey Bowman.

The court held an evidentiary hearing on the petitions which, with the concurrence of counsel, was limited to the IIS complaint of impartiality on the part of Judge Platt. The first witness was Carrie Schuster, the owner of IIS, which she said was a small employee benefit insurance broker. When the request for arbitration was filed and she received the list of potential arbitrators, she reviewed the list, including the disclosures by Judge Platt, with her then-attorney, Bradford Carney, Esq., who knew Judge Platt from having appeared before him in court cases. They considered Judge Platt's acknowledgment that he knew both attorneys and was a social friend of Mr. Bowman's father. They concluded that a social friendship among judges was normal and presented no problem, that no further investigation was necessary, and, along with Jeffrey Bowman, counsel to TJC, agreed to accept Judge Platt rather than have AAA go through the formal process of selecting an arbitrator from its list.

Ms. Schuster said that they did not discover Judge Platt's financial connection with Judge Bowman until the cross-petitions were initially set for hearing before Senior Judge Philip Caroom in October 2020, a twist reminiscent of a Kafka novel in that Judge Caroom also was associated with The Platt Group. It was in the course of searching Judge Caroom's background that they were led to The Platt Group website and discovered not only Judge Caroom's association with The Platt Group but Judge Bowman's as well. That is when the supplemental memorandum was filed. The hearing was postponed, and the case was reassigned to Judge Harris. Ms. Schuster stated unequivocally that, had Judge Platt disclosed that he and Judge Bowman were in

a fee-sharing relationship, she would never have consented to his serving as an arbitrator in her case. She said that she would have reached the same conclusion from Judge Platt and Mr. Bowman collaborating in a program "focused expressly on ADR or arbitration tactics."

Mr. Carney corroborated Ms. Schuster's testimony. They went over the list of potential arbitrators. Mr. Bowman suggested Judge Platt, never mentioning the financial connection between his father and Judge Platt, and they both agreed that any social relationship between the two former judges was not a problem. In light of Judge Platt's disclosures and his previous contacts with Judge Platt, Mr. Carney saw no need for any independent investigation of him.

Judge Platt testified that he was the owner of The Platt Group. He described Judge Bowman as an independent contractor who paid the firm 20% of fees he earned in return for scheduling and billing services. He said he disclosed the friendship between the two but nothing more because he did not regard the two as partners or as sharing profits. During the period in question, Judge Bowman paid $5,976 to The Platt Group. On cross-examination, Judge Platt acknowledged that his disclosure "was inadvertently not as detailed as it could have been" and twice stated that he wished he had disclosed more.

Mr. Bowman testified that he thought he had mentioned his father's connection with The Platt Group to Mr. Carney but acknowledged that Mr. Carney disputed that he had done so.

The final witness was Merrick Rossein, a professor at the City University of New York School of Law who was accepted as an expert in the field of arbitrator ethics and duties of disclosure. He opined that an arbitrator had a duty to disclose ongoing business and financial relationships with members of counsel's family and that an arbitrator's recent involvement in preparing a seminar on ADR tactics with counsel in a case would be material. More to the point, he opined that Judge Platt "absolutely failed to meet his full disclosure requirements."

After hearing closing argument, the court found that (1) there was a financial relationship between The Platt Group and Judge Bowman that was required to be disclosed, (2) the co-participation in the ADR seminar between Judge Platt and Mr. Bowman also was the kind of relationship that was required to be disclosed, and (3) the lack of disclosure, both by Judge Platt and by Mr. Bowman, deprived IIS of pertinent information necessary to make a knowledgeable selection of an impartial arbitrator. On that basis, it granted the motion to vacate the arbitration award. Although the court expressed its view regarding some aspects of the award itself, it made no actual finding on the substantive validity of the award because it did not need to do so.

TJC attacks the court's ruling on several grounds. It contends that "evident partiality" requires more than a mere appearance of bias and more than merely noncompliance with required disclosures. It denies that there was any financial relationship between Judge Bowman and The Platt Group and certainly not one that had

any relevance to the arbitration. It argues that IIS waived its right to complain about any nondisclosure by failing to make its own investigation of Judge Bowman's connection with The Platt Group before accepting Judge Platt as an arbitrator and proceeding with the arbitration. They claim that the court erred in allowing Professor Rossein to testify and that the court should have reached (and rejected) IIS's "manifest disregard" argument.

DISCUSSION

A Circuit Court's decision to grant or deny a petition to vacate or confirm an arbitration award entered under Maryland's Uniform Arbitration Act (CJP Title 3, Subtitle 2) is a conclusion of law, which an appellate court reviews *de novo* and without deference. *WSC/2005 LLC v. Trio Ventures*, 460 Md. 244, 253 (2018). Although, as noted, TJC asserts two secondary issues, its major focus involves the disclosures made, and not made, by Judge Platt. We turn to that first.

Nondisclosure

The part of the Act that governs that issue is CJP § 3-224(b)(2), which requires a court to vacate an award if "[t]here was evident partiality by an arbitrator appointed as a neutral, corruption in any arbitrator, or misconduct prejudicing the rights of any party."

To put the nondisclosure issue in perspective, there is no claim or evidence here that there was any corruption on the part of Judge Platt. The entire thrust of IIS's complaint arises from his failure to disclose the full extent of his undisputed relationships with both Mr. and Judge Bowman, in the context of whether an inference of evident partiality can be drawn from that nondisclosure. That is how most of the caselaw has viewed nondisclosure claims involving an arbitrator selected as a neutral, tying the omission to an inference of evident partiality rather than "misconduct prejudicing the rights" of a party.

This case is framed by two other considerations as well: first, it is clear and undisputed that Judge Platt was personally aware of the connections that he had with both of the Bowmans; and second, which is drawn from Judge Platt's own lips, was that his failure to disclose the full extent of those connections was inadvertent and not deliberate, but nonetheless inappropriate. Though initially hedging a bit, he eventually acknowledged that he should have disclosed more than he did and wished that he had done so, and that admission was accepted and given credence by the court.

Nondisclosure of information that could expose an actual or potential conflict of interest is not an independently listed ground for vacating an award, either in the Federal Arbitration Act or the Maryland Uniform Arbitration Act. As we have noted above, however, disclosure of that kind of information is clearly and prominently mandated by

AAA (and virtually every other reputable ADR organization) because it is essential to the efficacy of arbitration as a valid, useful, and acceptable dispute resolution process.

Most courts have accepted that underlying premise. The varying decisions as to whether a particular nondisclosure suffices to justify vacating an award seem to turn on whether, in the court's view, the information not disclosed was of such a nature as to lead to a reasonable belief that the arbitrator, if chosen as a neutral, could not or would not be impartial – whether, the nondisclosed information reveals a significant conflict of interest and, if so, it is the kind of conflict that can lead to a reasonable inference that the arbitrator would not be impartial. It is not necessary to show that the nondisclosing arbitrator, if selected, manifested actual bias during the proceeding. If the conflict is strong enough, evident bias may be inferred.

The Supreme Court set the tone for that in *Commonwealth Coatings Corp. v. Continental Casualty Co.*, 393 U.S. 145, *reh'g denied*, 393 U.S. 1112 (1969), *disapproved on other grounds, Aetna Life Ins. Co. v. Lavoie*, 475 U.S. 813, 825-26, n.3 (1986), a case arising under the Federal Arbitration Act. The claim was against the sureties on a prime contractor's bond to collect money due for work done on a construction job. Unbeknownst to the claimant (because it was not disclosed), the person selected as a neutral served as an occasional consultant to the prime contractor, including the rendering of services on the project involved in the lawsuit. That information did not

surface until after the award was made. In a very brief Opinion, the Court reversed an order declining to vacate the award.

The majority Opinion, by Justice Black, applied rules of both judicial and arbitration ethics for the proposition that it could not have been the purpose of Congress "to authorize litigants to submit their cases and controversies to arbitration boards that might reasonably be thought biased against one litigant and favorable to another." *Id.* at 150. A concurrence by Justices White and Marshall did not rely on judicial ethics and recognized that a prospective arbitrator need not provide the parties "with his complete and unexpurgated business biography," but "where the arbitrator has a substantial interest in a firm which has done more than trivial business with a party, that fact must be disclosed." They added that "[i]f arbitrators err on the side of disclosure, as they should, it will not be difficult for courts to identify those undisclosed relationships which are too insubstantial to warrant vacating an award." *Id.* at 151-52.

This Court and the Court of Appeals, applying the Maryland Uniform Arbitration Act, have tended to follow the principles enunciated in Justice White's concurring Opinion. *See McKinney Drilling Co. v. Mach I Ltd. Partnership*, 32 Md. App. 205 (1976), *Hartman v. Cooper*, 59 Md. App. 154 (1984), and *Parks v. Sombke*, 127 Md. App. 245 (1999), affirming the vacation of an award when nondisclosure of a relationship between a neutral and a party (or, in *McKinney*, a nonparty that was in

privity with a party and participated in the arbitration) sufficed to raise an inference of partiality.

A contrary result was reached in *Wyndham v. Haines*, 305 Md. 269 (1986), which involved an arbitration under the Health Care Malpractice Act. An unsuccessful attempt was made to disqualify the attorney member of the arbitration panel on the ground that he had been retained as counsel to medical malpractice plaintiffs in two other cases and that the opposing attorney in those two cases was also representing the defendant in the instant case. The trial court denied a petition to vacate the arbitration award, which the Court of Appeals affirmed on the ground that there was no evidence of evident partiality. The establishment of "evident partiality," the Court said, "requires more than speculation and bald allegations of bias." *Id.* at 279. The moving party "must prove facts sufficient *to permit an inference* that there was indeed partiality by an arbitrator." (Emphasis added). *Id. See* also *MCR v. Greene*, 148 Md. App. 91, 117 (2002).

In *Parks*, this Court examined what that meant – to permit an inference of partiality or bias. Relying on *Jefferson-El v. State*, 330 Md. 99 (1993), *Surratt v. Prince George's County*, 320 Md. 439 (1990), and *In re Turney*, 311 Md. 246 (1987) the Court concluded that judicial recusal is required if the judge's impartiality "might reasonably be questioned." *Parks*, at 252. In *Turney*, the Court expressed the standard as whether "a reasonable member of the public knowing all the circumstances would be led to the

conclusion that the judge's impartiality might reasonably be questioned." *Turney*, 311 Md. at 253.

Parks involved the arbitration of an action for damages arising out of an automobile accident. Liability was conceded; the only issue was damages. The selected arbitrator failed to disclose (1) that his firm represented the medical group to which the defendant's expert belonged, (2) that he represented clients against the defendant's insurance company, (3) that he and his firm were insured by that company, and (4) that he and his firm had personal and business relationships with two agents of that insurer. Nondisclosure of the arbitrator's relationship with the medical group, the Court held, deprived the plaintiffs "of pertinent information necessary to make a knowledgeable selection of an impartial arbitrator." *Id.* at 254.

TJC relies heavily on *ANR Coal Co. v. Cogentrix of N.C., Inc.*, 173 F.3d 493 (4th Cir. 1999) for the proposition that a violation of AAA disclosure rules does not, of itself, establish evident bias for purposes of the Federal Arbitration Act. We agree. That is the Maryland law as well. As we have stated, the question is whether the undisclosed information, if known, could reasonably lead a party to question the arbitrator's impartiality, because if it reaches that point, a fair inference of evident bias or partiality is generated.

The problem here was not just what was not disclosed but also the misleading nature of what *was* disclosed in the absence of what was not. IIS was informed that

Judge Platt had nothing more than a social relationship with Judge Bowman and that he knew the judge's son, Jeffrey Bowman, from court appearances. Without the additional information, that gave a comfort level for Ms. Schuster and her attorney, Mr. Carney, to accept Judge Platt without making any further inquiry – an inquiry, in the absence of any such comfort level, they made of Judge Caroom when he was assigned to the case. Knowledge of an ongoing financial relationship with Judge Bowman that inured to the economic benefit of Judge Platt, both in terms of the entity that he owned sharing in the fees generated by Judge Bowman and in having Judge Bowman, a respected former county administrative judge and former president of the county bar association, publicly associated with The Platt Group, with his name and picture on the Group's marketing material, could well have led Ms. Schuster and any reasonable person reasonably to question whether Judge Platt might feel inclined not to rule against Judge Bowman's son's client in a case that involved a lot of money.

It is true that the admonitions regarding disclosure in the AAA rules and Ethical Code do not, of themselves, create a legal duty that warrants vacating an award if violated, but they are not entirely meaningless in determining whether a violation can engender a reasonable inference of evident bias. It is conceivable that an arbitrator with a conflict of interest can resolve the conflict in favor of neutrality, which is why a party is free to ignore the conflict and waive a right to complain about it. But that cannot happen – there cannot be a knowing choice – unless the party is aware of the conflict. A truly

significant conflict of interest can, itself, raise an inference of potential bias; a knowing failure to disclose that conflict can only enhance that inference.

Despite TJC's argument to the contrary, the conflict of interest here was not a miniscule one. Judge Bowman joined The Platt Group in May 2019 and, in less than two years, the Group had earned nearly $6,000 from his association with the firm. Judge Bowman was being actively marketed by the Group, presumably with the expectation of a continuing profitable arrangement. Judge Platt no doubt honestly believed that that association would not deter him from maintaining neutrality, but the test is not *his* belief, however honest, but what a party might reasonably conclude. We find no error in the court's finding of an inference of evident partiality.[5]

Waiver

TJC contends that, by neglecting to undertake its own investigation of Judge Platt, notwithstanding his limited disclosure regarding Judge Bowman merely as a social friend, IIS has waived its right to complain about Judge Platt's failure to disclose the more significant financial relationship. It relies on a Federal case, *Goldman, Sachs & Co.*

[5] Twice during the court's announcement of its decision, it stated that Judge Platt's acting as a sole neutral arbitrator without disclosing his financial relationship with Judge Bowman did not pass "the smell test." The "smell test" is not a legal standard. We think the trial judge understood that and was merely, in a very colloquial way, responding to TJC's argument that the nondisclosure was of little or no importance and expressing his view of the seriousness of the nondisclosure.

v. Athena Venture Partners, L.P., 803 F.3d 144 (3rd Cir. 2015) but acknowledges that there is no Maryland law supporting that position.

The *Goldman Sachs* case is distinguishable on its facts. The parties were informed that one of the arbitrators had been charged with the unauthorized practice of law in connection with an appearance in a New Jersey court but did not regard that as a reason to reject the arbitrator or follow up with any further investigation. After an unfavorable award was made, they discovered more serious violations that could have been discovered earlier and moved to vacate the award. The Court of Appeals for the Third Circuit reversed an order vacating the award on the ground that the information regarding the New Jersey matter was sufficiently alarming to "compel" them to make a further investigation. *Id.* at 149-150.

Whether we would reach that conclusion is irrelevant. There was nothing "alarming" in Judge Platt's acknowledgment of a social relationship with Judge Bowman or knowing Mr. Bowman from his appearances in court to require an investigation into Judge Platt's financial relationships. Mr. Carney knew Judge Platt and, in light of his disclosure, had no reason to make any further investigation.

Professor Rossein

Merrick Rossein was called by IIS and accepted by the court as an expert in the field of arbitrator ethics and duties of disclosure. TJC did not contest his expertise in that

area but objected to his testifying regarding his interpretation of the AAA Rules and Code of Ethics on the ground that that was an issue of law and experts are not permitted to opine on issues of law. The court overruled that objection and permitted him to testify.

Responding to questions from counsel, Professor Rossein testified that (1) arbitrators have a duty of full disclosure, (2) they have a duty to disclose ongoing business and financial relationships with counsel's family, (3) they have a duty to disclose the full nature and extent of recent professional relationships with an attorney to the proceeding, (4) casual friendships among retired judges are most likely trivial but should be disclosed,(5) an ongoing business relationship between an arbitrator and the father of an attorney to the proceeding is material and not trivial, (6) an arbitrator's recent involvement in preparing a seminar on ADR tactics with counsel in the case would be highly material, (7) Judge Platt "absolutely failed to meet his full disclosure requirements," and (8) Judge Platt's disclosure of his friendship with Judge Bowman did not trigger a duty on IIS's part to investigate further.

Although, as noted, TJC objected to any testimony from Professor Rossein on the ground that testimony on issues of law was impermissible and he was cross-examined at some length, no objection was made to any of the questions asked or the answers given.

TJC presses the point here that experts are not permitted to express an opinion on a question of law, which is generally true. The Court of Appeals gave some relevant guidance on that in *Jones v. State*, 425 Md. 1 (2012). The Court confirmed its view that

expert opinions on questions of law are generally inadmissible. *Id*. at 28. It noted, however, that, "[w]here the plaintiff alleges negligence by a professional, expert testimony is generally necessary to establish the requisite standard of care owed by the professional." *Id.* at 26. The Court explained that experts "are usually necessary to explain professional standards because such standards require specialized knowledge within the professional's field that are generally 'beyond the ken of the average lay[person]." *Id.*

The same principle should apply to the disclosure requirements for arbitrators, at least to the extent of *permitting* expert testimony, as opposed to *requiring* it. The disclosure requirements adopted by AAA and other ADR organizations are professional standards that are somewhat general, and expert testimony regarding how those general requirements apply to specific circumstances can be useful in assisting the trier of fact, including a judge, to understand the evidence or determine a fact in issue, which is the test set forth in Rule 5-702. We find no legal error or abuse of discretion in the court's allowing the testimony.

Conclusion

Because we find no error in the trial court's vacating the arbitration award on the ground of implied evident partiality arising from Judge Platt's failure to disclose relevant information regarding his financial relationship with Judge Bowman and his

collaboration with Mr. Bowman in the proposed seminar on how to conduct an arbitration, we need not address whether the court could or should have reached the same result on the ground of manifest disregard of applicable law.

In light of the arbitration clause in the Teaming Agreement, the parties will be left to a new arbitration or a waiver thereof in favor of some other disposition.

JUDGMENT AFFIRMED; APPELLANT TO PAY THE COSTS.