

SUPREME COURT OF ALASKA

Lois Gilbert v. State Farm Insurance Company

171 P.3d 136 (Alaska 2007) · No. S-12142 · Decided November 9, 2007

SUMMARY

The Alaska Supreme Court affirmed the superior court’s confirmation of an arbitration award favoring State Farm in a dispute over injuries allegedly arising from a 1994 automobile accident. The court held that the arbitrator’s factual findings were not reviewable and found no evidence of fraud, undue means, arbitrator bias, constitutional or civil-rights violations, or a basis to compel additional discovery. The court also declined to sanction Gilbert for her pro se appeal.

CASE DETAILS

COURT	Supreme Court of Alaska
WRITING FOR THE COURT	Chief Justice Fabe; Justice Matthews; Justice Eastaugh; Justice Carpeneti
JURISDICTION	Alaska
DECIDED	November 9, 2007
DOCKET	S-12142
DISPOSITION	affirmed
PROCEDURAL POSTURE	Gilbert appealed from the superior court's order confirming an arbitration award in favor of State Farm and denying her motions to vacate the award and compel discovery.
STANDARD OF REVIEW	The Supreme Court reviews a superior court's decision to affirm an arbitration award de novo. The arbitrator's factual findings are unreviewable, even for gross error, and the arbitrator's findings of fact and law receive great deference.
PRECEDENTIAL VALUE	Published Alaska Supreme Court opinion; precedential.
PARTIES	Lois Gilbert v. State Farm Insurance Company

TOPICS

- arbitration
- insurance
- appellate procedure
- standard of review
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the Supreme Court could review the arbitrator's factual determination that the 1994 accident did not cause Gilbert's injuries.
2. Whether the arbitration award was procured by fraud or undue means or resulted from evident arbitrator partiality, corruption, or misconduct.
3. Whether Gilbert established violations of constitutional rights, the Americans with Disabilities Act, or Alaska civil-rights statutes warranting vacatur of the award.
4. Whether the superior court properly denied Gilbert's motions to compel State Farm to produce additional documents.
5. Whether Gilbert's appeal warranted sanctions as frivolous.

HOLDINGS

1. The court would not review the arbitrator's factual determinations, even where the appellant alleges gross error.
2. The superior court properly refused to vacate the arbitration award because Gilbert presented no evidence that the award was procured by fraud or undue means or that the arbitrator was partial, corrupt, or guilty of prejudicial misconduct.
3. Gilbert's constitutional, Americans with Disabilities Act, and Alaska civil-rights claims did not warrant relief because she identified no specific discriminatory act or factual and legal basis connecting the alleged conduct to the arbitration proceeding.
4. The superior court properly denied Gilbert's motions to compel discovery because she identified no specific basis showing that the requested documents were discoverable, relevant, or necessary, and she did not show prejudice from their absence.
5. Sanctions were not justified because the court affords latitude to pro se litigants and Gilbert's appeal had a sufficient basis for appellate review.

KEY QUOTATIONS

"the arbitrator's findings of fact are unreviewable, even in the case of gross error." (138)

"fraud and undue means "connote affirmative wrongdoing by a party to the arbitration" and do "not require a review on the merits of the controversy," while gross error carries no connotation of affirmative wrongdoing and is a review on the merits." (139)

"Because the superior court properly concluded that there was no evidence of fraud, undue means, or arbitrator bias, and because there is no basis for Gilbert's constitutional claims or for the discovery she seeks, we AFFIRM the decision of the superior court to uphold the arbitrator's award." (142)

FACTUAL BACKGROUND

Gilbert was injured in a 1994 automobile accident and disputed with her insurer, State Farm, the extent to which the accident caused her injuries. Pursuant to the insurance contract, she submitted the dispute to arbitration, where the arbitrator found that she failed to prove causation and awarded State Farm prevailing-party attorney's fees. Gilbert alleged fraud, undue means, arbitrator bias, constitutional and statutory discrimination, and improper withholding of discovery, but the record did not establish affirmative wrongdoing, partiality, or prejudice.

PROCEDURAL HISTORY

After an arbitrator found that Gilbert failed to prove that the 1994 automobile accident caused her injuries, the superior court initially dismissed her appeal for failure to pay a cost bond. The Alaska Supreme Court reversed that dismissal, holding that the superior court abused its discretion by denying Gilbert's motion to waive the cost bond. On remand, the superior court confirmed the arbitration award, denied Gilbert's motions to vacate the award and compel discovery, and Gilbert appealed again. The Supreme Court affirmed.

DISPOSITION

affirmed

CASES CITED

- Kinn v. Alaska Sales & Serv., Inc., 144 P.3d 474, 482 (Alaska 2006)
- Ahtna, Inc. v. Ebasco Constructors, Inc., 894 P.2d 657, 661 (Alaska 1995)
- Alaska State Hous. Auth. v. Riley Pleas, Inc., 586 P.2d 1244, 1247-48 (Alaska 1978)
- City of Fairbanks Mun. Utils. v. Lees, 705 P.2d 457 (Alaska 1985)
- Nizinski v. Golden Valley Elec. Ass'n, Inc., 509 P.2d 280 (Alaska 1973)
- Butler v. Dunlap, 931 P.2d 1036, 1039 (Alaska 1997)
- Lexington Mktg. Group, Inc. v. Goldbelt Eagle, LLC, 157 P.3d 470, 476 (Alaska 2007)
- Gilbert v. Sperbeck, 126 P.3d 1057, 1062 (Alaska 2005)
- Gilbert v. State Farm Ins. Co., Mem. Op. & J. No. 1178 (Alaska July 28, 2004), 2004 WL 1701109