

ARBITRATION SUBMISSION AGREEMENT

Agreement made this \_\_\_ day of \_\_\_\_\_ 2002 by and between SMITH and JONES & COMPANY, INC.

Whereas a dispute has arisen between the parties concerning the matters set forth in their pleadings in the litigation filed in Suffolk Superior Court, (Docket numbers 00-1234G) (the "Dispute"); and

Whereas the Court (Ball, J.) has issued an order dated January 15, 2003 requiring that the Dispute be resolved by binding arbitration;

The parties hereby agree as follows:

1. The Dispute shall be resolved by binding arbitration in accordance with Mass. Gen. Laws ch. 251, and judgment may be entered on the award issued by the arbitrator in any court of competent jurisdiction.

2. The arbitrator shall be David A. Hoffman, Esq., and shall be conducted at the offices of the Boston Law Collaborative, LLC, Boston, Massachusetts. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proof.

3. The arbitrator's fee shall be \$400/hour for all time expended and reasonably necessary in connection with the arbitration. The arbitrator shall issue an invoice to counsel for each of the parties on a monthly basis (no later than the 15th of each month) for (a) services performed in the prior month, and (b) services reasonably expected to be performed in the current month. Payment shall be due no later than the end of the month in which the invoice is issued. In the event that either of the parties fails to pay his or its share of the arbitration fee, the arbitrator shall be entitled to seek an order from the Court regarding payment. The arbitration award shall be issued upon payment in full by each of the parties of their respective share of the fee.

4. The arbitrator's postponement/cancellation policy is as follows: postponement or cancellation within two weeks of the scheduled date results in a 50% charge of the time reserved; if three or more days of hearing have been reserved, the cancellation period is within four weeks of the first scheduled date.

5. The arbitrator shall be the judge of the relevance and the materiality of the evidence offered, and conformity to legal rules of evidence shall not be necessary.

6. The arbitrator shall issue his award within 30 days of the conclusion of the arbitration hearing. The award shall state the reasons for the award.

7. Either party may arrange for a stenographer to record the arbitration proceeding. Payment of the stenographer's fee shall be arranged by counsel.

8. No modification of this Agreement may be made except by a writing signed by the parties hereto.

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\_\_\_\_\_, Esq.  
Counsel for SMITH

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\_\_\_\_\_, Esq.  
Counsel for JONES & COMPANY, INC.

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David A. Hoffman, Esq.  
Arbitrator

Date: \_\_\_\_\_