

AGREEMENT TO RETAIN DISCOVERY MASTER

Agreement made this ____th day of September, 2001, between Joan Smith, Individually and on behalf of ABC Corporation (“Plaintiffs”), represented by _____, Esq., and Robert Jones (“Defendant”), represented by _____, Esq. (collectively, the “Parties”), and David A. Hoffman, Esq. (the “Discovery Master”).

A. Whereas, the Middlesex Superior Court has appointed the Discovery Master to serve in this matter (Middlesex Superior Court No. 03-01234); and

B. Whereas, the Discovery Master’s involvement has been requested to resolve a discovery issue;

The parties agree as follows:

1. The Discovery Master shall serve until further order of the Court.
2. The Discovery Master shall be compensated for time reasonably expended in connection with this matter at the rate of \$350 per hour and for any reasonably necessary out-of-pocket expenses, such as copying charges, all of which shall be payable to “Boston Law Collaborative, LLC.” The time expended by the Discovery Master includes (a) all meetings and phone conferences with counsel for the Parties, and (b) review of memos and other material submitted to the Discovery Master by counsel. The Discovery Master’s fee shall be paid as follows: 50% by the Plaintiffs or their counsel and 50% by the Defendant or his counsel.
3. The Parties shall pay the Discovery Master a retainer in an amount to be discussed in the first conference call or meeting with counsel in this matter. The retainer shall be applied toward the services rendered by the Discovery Master, and any unused portion of the retainer will be returned at the conclusion of the Discovery Master’s services. The retainer will be paid as follows: 50% by the Plaintiffs or their counsel and 50% by the Defendant or his counsel.
4. All communications with the Discovery Master shall be (a) in writing with a copy delivered to opposing counsel at the same time as it is delivered to the Discovery Master, or (b) at a meeting or conference call in which counsel for Plaintiffs and Defendant are present. Counsel may contact the Discovery Master’s assistant regarding logistical issues such as scheduling.
5. This Agreement constitutes the full agreement of the Parties as to the subject matter hereof. No modification of this Agreement may be made except in a writing signed by the parties hereto.
6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument.

Counsel for the Plaintiffs

Counsel for the Defendant

Date: _____

Date: _____

David Hoffman, Discovery Master

Date: _____

