

Arbitration. Any dispute arising from or relating to these By-laws or any member's employment with the firm or departure from the firm, including without limitation any dispute between the firm and a member or former member, shall be resolved by binding arbitration in Boston, Massachusetts by a single arbitrator pursuant to the then-current Commercial Arbitration Rules of the American Arbitration Association (and not in accordance with the National Rules for the Resolution of Employment Disputes), and judgment on the arbitration award may be entered in any court of competent jurisdiction. The arbitrator shall be a Massachusetts lawyer, and shall be a current equity partner or equity owner of a law firm of at least 50 lawyers. The parties to the dispute shall share equally the arbitrator's fees and any administrative fee, but shall otherwise bear their own expenses. The arbitrator shall not award multiple damages, punitive damages, or attorney's fees; provided that, if any limitation on damages set forth herein shall be determined by a court of competent jurisdiction to be unenforceable, said limitation shall be disregarded without affecting any other provision of this section or these By-laws. The arbitrator shall determine the arbitrability of the dispute if it is in controversy. The arbitrator may consider and rule on any dispositive motions submitted by the parties. Discovery shall be limited to such prehearing exchange of information as is explicitly authorized by Chapter 251 of the Massachusetts General Laws. The arbitrator may further limit discovery to those items that in the judgment of the arbitrator are essential to the determination of the matters in dispute. Except for any stenographer and the arbitrator, attendance at the arbitration shall be limited to the parties and their counsel and witnesses. Except as necessary for purposes of an action to enforce, modify, or vacate the arbitration award, all documents and other information submitted to the arbitrator, including any transcript of the proceedings, shall be confidential and shall not be disclosed to anyone other than the parties and their counsel and financial advisors.