

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
KANSAS CITY DIVISION**

HALLMARK CARDS, INCORPORATED,)

Plaintiff,)

v.)

Case No. 07-357-CV-W-ODS

MONITOR COMPANY GROUP)

LIMITED PARTNERSHIP,)

Defendant.)

JOINT MOTION FOR CONFIRMATION OF ARBITRATION AWARD

Plaintiff Hallmark Cards, Incorporated (“Hallmark”) and defendant Monitor Company Group Limited Partnership (“Monitor”), pursuant to 9 U.S.C. § 9 and the agreement of the parties, respectfully request an Order confirming the Award of the Arbitrator in the matter of the arbitration between Hallmark and Monitor, and directing that judgment be entered accordingly.

1. This case is an action to confirm an arbitration award and for entry of judgment pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, et seq.
2. Hallmark is a Missouri corporation in good standing with a principal place of business in Kansas City, Missouri.
3. Monitor is a Delaware limited partnership with its principal place of business in Cambridge, Massachusetts.
4. The amount in controversy exceeds \$75,000 exclusive of interest and costs.
5. Jurisdiction is proper pursuant to 9 U.S.C. § 9 and 28 U.S.C. § 1332.
6. Venue is proper in this district pursuant to 28 U.S.C. § 1391 in that the

arbitration award as to which confirmation is sought was issued in this judicial district.

7. On December 5, 2001, Hallmark and Monitor entered into a written contract for consulting services (the Consultant Services Agreement”), which has been filed under seal as Exhibit A.¹

8. The Consultant Services Agreement is for a transaction involving interstate commerce in that Hallmark, a Missouri resident corporation, retained Monitor, a Delaware limited partnership resident in Massachusetts, to provide consulting services relating to Hallmark’s operations nationwide. Exh. A at ¶ 1.

9. The Consultant Services Agreement contains an agreement to settle by arbitration any dispute between the parties under the rules of the American Arbitration Association. Exh. A at ¶ 31.

10. The agreement to arbitrate provides that Monitor “consents and submits to the jurisdiction of the courts in the State of Missouri or the United States District Court for the Western District of Missouri in [sic] for purposes of enforcing any arbitration decision hereunder.” Exh. A at ¶ 31.

11. On or about November 22, 2005, a controversy arose out of the relationship between Hallmark and Monitor.

12. Pursuant to the arbitration agreement in the Consultant Services Agreement,

¹Due to the highly confidential and proprietary nature of the subject matter of the Arbitration, the parties agreed to, and the Arbitrator entered, a Stipulated Protective Order in the Arbitration. A copy of that Stipulated Protective Order is attached as Exhibit B. The Stipulated Protective Order expressly applies to the present Motion and proceeding in this Court. Id. at ¶ 11. The parties are filing herewith a Joint Motion for Protective Order asking this Court to enter the same Stipulated Protective Order in these proceedings.

the controversy was submitted to arbitration and The Honorable David W. Russell was selected as the sole Arbitrator by agreement of the parties.

13. On March 21, 2007, following eight days of hearings at which both parties appeared, and on the evidence presented at the hearings, the Arbitrator issued an Award in the form of findings of fact and conclusions of law in the matter Hallmark Cards, Incorporated v. Monitor Company Group Limited Partnership, Case No. 57 181 00014 06 before the American Arbitration Association, a copy of which is filed under seal as Exhibit C (the “Arbitration Award”).

14. The Arbitration Award directed that Monitor pay damages to Hallmark for breaches of contracts, and reimburse Hallmark for any fees advanced to the American Arbitration Association and the Arbitrator.

15. Monitor has paid the principal amount of the Award and the interest accrued thereon through the date of payment, and has also reimbursed Hallmark for fees advanced to the American Arbitration Association and the Arbitrator.

16. In addition to the damages and costs assessed against Monitor, the Arbitration Award granted Hallmark injunctive relief and the Arbitrator issued an Injunction, a copy of which is attached as Exhibit D.

17. Proceedings to confirm an arbitration award are summary in nature. Taylor v. Nelson, 788 F.2d 220, 225 (4th Cir. 1986) (motion to confirm filed after deadline for vacating award must be granted as summary proceeding). The Court is required to grant a motion to confirm an arbitration award “unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11 of [the Federal Arbitration Act].” 9 U.S.C. § 9 (2006); *see also* Spine Surgery, Inc. v. Sands Brothers, Inc., 393 F.Supp.2d 1138, 1144 (W.D.Okla. 2005) (as defendants had no basis for vacating, modifying, or correcting award, it must be confirmed).

18. No motion to vacate, modify, or correct the Award has been filed by either party.

WHEREFORE, for the reasons stated above, plaintiff Hallmark and defendant Monitor move pursuant to the Federal Arbitration Act, 9 U.S.C. § 9, for an Order confirming the Arbitration Award and for entry of an injunction in the form entered by the Arbitrator.

Respectfully submitted,

ROUSE HENDRICKS GERMAN MAY PC

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INCORPORATED

and

SULLIVAN & WORCESTER LLP

By s/ Laura Steinberg
Laura Steinberg
William A. Matlack
One Post Office Square
Boston, MA 02109

ATTORNEYS FOR MONITOR COMPANY
GROUP LIMITED PARTNERSHIP

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that the foregoing document was served by first class mail, postage prepaid, on this 11th day of May, 2007, upon the following counsel of record:

Laura Steinberg
William A. Matlack
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One Post Office Square
Boston, MA 02109
Attorneys for Monitor Company Group LP

s/ Charles W. German
Attorney for Hallmark Cards, Incorporated

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
KANSAS CITY DIVISION**

HALLMARK CARDS, INCORPORATED,)	
)	
Plaintiff,)	
)	
v.)	Case No. 07-357-CV-W-ODS
)	
MONITOR COMPANY GROUP)	
LIMITED PARTNERSHIP,)	
)	
Defendant.)	

NOTICE OF FILING UNDER SEAL

Pursuant to the Stipulated Protective Order Regarding Confidentiality previously adopted and entered by the Arbitrator in the matter of Hallmark Cards, Incorporated v. Monitor Company Group Limited Partnership, American Arbitration Association Docket No. 57 18100014 06 (the “Arbitration”), and the Joint Motion for Protective Order filed in this matter, Exhibit A - Consultant Services Agreement, is being filed with the Court under seal.

Respectfully submitted,

ROUSE HENDRICKS GERMAN MAY PC

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ATTORNEYS FOR MONITOR COMPANY
GROUP LIMITED PARTNERSHIP

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that the foregoing document was served by first class mail, postage prepaid, on this 11th day of April, 2007, upon the following counsel of record:

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Attorneys for Monitor Company Group LP

 s/ Daniel E. Blegen
Attorney for Hallmark Cards, Incorporated

AMERICAN ARBITRATION ASSOCIATION
COMMERCIAL ARBITRATION

In the Matter of

HALLMARK CARDS, INCORPORATED,

Claimant,

v.

MONITOR COMPANY GROUP
LIMITED PARTNERSHIP,

Respondent.

Docket No.
57 18100014 06

STIPULATED PROTECTIVE ORDER REGARDING CONFIDENTIALITY

It is hereby stipulated by and between claimant Hallmark Cards, Incorporated (“Hallmark”) and respondent Monitor Company Group Limited Partnership (“Monitor”) that the following procedures shall govern all production of documents and any deposition testimony or further discovery that may hereafter be taken in this proceeding.

1. Pursuant to this Stipulated Protective Order (“Stipulation”), a party or a non-party may designate as “Confidential” any documents, information, testimony, or other discovery material produced by claimant, respondent, or any third party that contains the designating party’s confidential and/or proprietary financial, technical, research, development, or commercial information or intellectual property. “Confidential” material may be designated as “Strictly Confidential” if it is of such a highly sensitive, commercial, or competitive nature, such as certain documents or information containing or derived from trade secrets, confidential pricing, costs, or other financial data, or technical, marketing, or customer information or intellectual



property rights, that a party or third party in good faith believes that disclosure thereof could harm the party's or third party's current or future competitive or commercial position or be of commercial benefit to its competitors. The designation of such material as "Confidential" or "Strictly Confidential" will be deemed effective unless and until redesignated by the designating party or ordered otherwise.

2. Any materials designated as "Confidential" shall be maintained in confidence by counsel of record herein and shall be used solely in connection with this proceeding and for no other purpose. Except as otherwise provided herein, access to "Confidential" materials shall be limited to the following persons:

- a. counsel for the parties, including in-house counsel;
- b. secretaries, legal assistants, or other employees of counsel for the parties in connection with this proceeding;
- c. experts or litigation support vendors retained and supervised by counsel of record herein only to the extent necessary to perform such work; *provided, however,* that no such expert or other person may be engaged in, or be employed by a person or entity engaged in business or other activities that compete with Hallmark or Monitor without express written consent in each instance;
- d. employees or agents of the parties having an actual need for such access in order to consult with persons described in paragraph 2.a, b, or c for purposes of this proceeding;
- e. the American Arbitration Association, the Arbitrator, their respective staffs, and court reporters who record and/or transcribe deposition or other testimony in this action with suitable precautions calculated to maintain confidentiality.

3. Any materials designated as "Strictly Confidential" shall be maintained in confidence by counsel of record herein and shall be used solely in connection with this proceeding and for no other purpose. Except as otherwise provided herein, access to "Strictly Confidential" materials shall be limited to the following persons:

- a. counsel for the parties, including at most three (3) in-house counsel;
- b. secretaries, legal assistants, or other employees of counsel for the parties in connection with this proceeding;
- c. experts or litigation support vendors retained and supervised by counsel of record herein only to the extent necessary to perform such work; *provided, however*, that no such expert or other person may be engaged in, or be employed by a person or entity engaged in business or other activities that compete with Hallmark or Monitor without express written consent in each instance;
- d. employees or agents of the parties having an actual need for such access for purposes of this proceeding in order to consult with persons described in paragraph 2.a, b, or c, *provided, however*, that the number of non-attorney employees of the party is limited to four (4) in number, whose identity shall be disclosed, and *further provided* that these employees have not provided any assistance or services to Monitor Clipper Partners ("Monitor Clipper") in connection with the Recycled Paper Greetings ("RPG") analysis or transaction or communicated with Monitor Clipper regarding the greeting card industry, and will not communicate with, consult with or perform work for Monitor Clipper on matters relating to RPG (i) during the pendency of this proceeding or, (ii) thereafter, except with permission of the Arbitrator;
- e. the American Arbitration Association, the Arbitrator, their respective staffs, and court reporters who record and/or transcribe deposition or other testimony in this proceeding with suitable precautions calculated to maintain confidentiality.

4. Except as provided below in this Paragraph 4, persons who are given access to any of the materials covered by this Stipulation, other than (a) the Arbitrator, his staff, and court reporters and (b) those persons specified in paragraphs 2.a, 2.b, 3.a, and 3.b above, shall execute the Undertaking attached hereto as Exhibit A before any disclosure is made, or, in the case of a testifying witness, agree on the record to be bound by the terms and conditions of this Stipulation. The executed original Undertaking shall in every instance be retained and preserved by counsel for the party disclosing the Confidential or Strictly Confidential information.

5. "Confidential" or "Strictly Confidential" materials, as used in this Stipulation, shall refer to any so designated document, information, testimony, or other discovery material and all copies thereof, and shall also refer to the information contained in such materials.

6. No designation of discovery materials as "Confidential" or "Strictly Confidential" shall be made unless counsel for the designating party believes in good faith that the designated material is entitled to such degree of protection.

7. No designation for "Confidential" or "Strictly Confidential" material shall be effective unless there is placed or affixed on such material a "CONFIDENTIAL" or "STRICTLY CONFIDENTIAL" notice or the equivalent thereof. Any "Confidential" or "Strictly Confidential" designation that is inadvertently omitted during document production or deposition testimony may be corrected by written notice to all other counsel. Testimony given at a deposition or hearing may be so designated by an appropriate statement at the time of the giving of such testimony or within a reasonable time after the transcript has been prepared.

8. Persons permitted access to "Confidential" or "Strictly Confidential" information hereunder shall not show, disclose, or convey any such information to any person other than as expressly permitted by this Stipulation. Paragraph 3(d)(ii) of this Stipulation shall remain in effect after this proceeding is concluded unless and until the Arbitrator rules otherwise. Notwithstanding anything to the contrary in Paragraphs 2 and 3 above, nothing in this Stipulation shall preclude a party which has produced "Confidential" or "Strictly Confidential" information and so designated it from granting access to that information by that party's own employees.

9. If at any time a party objects to a designation of material as "Confidential" or "Strictly Confidential" under this Stipulation, the objecting party shall notify the designating party in writing. The objecting party shall identify the material in question, and shall specify in

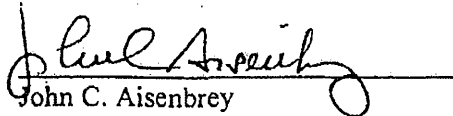
reasonable detail the reason(s) for the objection. Within ten (10) calendar days after the receipt of such notice, the designating party and the objecting party shall meet and confer in an effort to resolve their differences. If no agreement is reached, the objecting party shall have the burden of going forward to challenge the designation of the material as "Confidential" or "Strictly Confidential" and the party designating the material as "Confidential" or "Strictly Confidential" shall have the burden of establishing the propriety of such designation. The material shall be maintained as "Confidential" or "Strictly Confidential" until the Arbitrator rules otherwise.

10. The entry of this Stipulation shall not, in itself, operate as an admission against or otherwise prejudice any contention of Hallmark or Monitor on any motion provided for herein, nor shall such Stipulation be taken to constitute a waiver of Hallmark's or Monitor's right to seek relief from any or all provisions of this Stipulation at a future time. This Stipulation has no bearing on the admissibility or inadmissibility of any evidence sought to be introduced at the hearing.

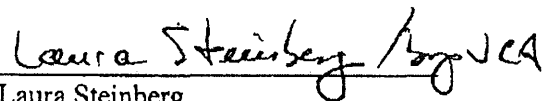
11. In the event any information designated as "Confidential" or "Strictly Confidential" is used in any court proceeding in connection with this proceeding, it shall not lose its status as "Confidential" or "Strictly Confidential" through such use, and the parties shall take all steps reasonably required to protect the confidentiality of the information during such use including filing said documents and information under seal.

12. At the conclusion of this action, the documents and information designated as "Confidential" or "Strictly Confidential", and the matters contained therein, including all copies, extracts, and summaries thereof, shall be returned promptly to the producing party, or counsel for Hallmark and Monitor shall certify in writing that all such material provided to them, including all copies, summaries, and extracts, has been destroyed.

June 23, 2006


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*Attorneys for Respondent
Monitor Company Group Limited Partnership*

So ordered this 30 day of June, 2006.



David W. Russell
Arbitrator

EXHIBIT A

Undertaking

I, _____, declare under penalty of perjury that I have read, in its entirety, the Stipulated Protective Order entered in the matter captioned In re Hallmark Cards, Incorporated v. Monitor Company Group Limited Partnership, American Arbitration Association Docket No. 57 18100014 06, and I agree to adhere to and be bound by its terms and hereby submit to the jurisdiction of the American Arbitration Association only with respect to the Stipulated Protective Order and the enforcement thereof.

Dated: _____

Signed: _____

STINSON MORRISON HECKER LLP
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Kansas City, MO 64106

ATTORNEYS FOR HALLMARK CARDS,
INCORPORATED

and

SULLIVAN & WORCESTER LLP

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William A. Matlack
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ATTORNEYS FOR MONITOR COMPANY
GROUP LIMITED PARTNERSHIP

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that the foregoing document was served by first class mail, postage prepaid, on this 11th day of April, 2007, upon the following counsel of record:

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 s/ Daniel E. Blegen
Attorney for Hallmark Cards, Incorporated

AMERICAN ARBITRATION ASSOCIATION

AMERICAN ARBITRATION ASSOCIATION RECEIVED

HALLMARK CARDS, INCORPORATED,)
)
 Claimant,)
 v.)
)
 MONITOR COMPANY GROUP)
 LIMITED PARTNERSHIP,)
)
 Respondent.)

MAR 26 2007

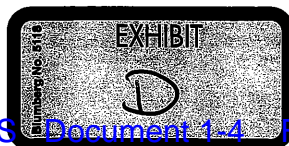
CCMC

Matter No. 57 181 00014 06

INJUNCTION

Respondent Monitor Company Group Limited Partnership ("Monitor") is hereby enjoined and ordered as follows:

1. Monitor shall make a search of all its electronic systems, including its servers, freestanding computers, mainframes, databases, laptops, desktops, and all other work stations as well as any places where archived electronic information is stored (hereinafter "Monitor Systems") for any remaining Hallmark Data, *provided that* Monitor need not search any Monitor Systems components that are solely dedicated to Monitor fees or expenses tracking, billing, or collections and *further provided that* Monitor Systems shall be limited to such systems of Monitor Company Group Limited Partnership and the subsidiaries listed on Exhibit A hereto (hereinafter "Monitor Entities") and shall not include systems dedicated to subsidiaries not listed on Exhibit A or to affiliates. As used herein, "Hallmark Data" means any document (or portion thereof) or other information that refers or relates in any way to (a) Hallmark, the greeting card industry, or the gifts industry that was provided by Hallmark to Monitor, or was created or acquired by Monitor as part of Monitor's Hallmark work, or (b) Monitor's work for Hallmark, *provided, however,* that internal Monitor documents which have not been provided or disseminated to any person or entity outside of Monitor or the "Monitor Entities" and which



merely mention Hallmark and contain no other information on Hallmark or the greeting card or gifts industries shall not be considered Hallmark Data. To accomplish this search, Monitor shall engage an independent computer forensic search firm acceptable to Hallmark (the "eFirm"). The eFirm shall then conduct a search of Monitor Systems using search methods and terms mutually agreed upon by Monitor and Hallmark. The results of the search shall be reviewed by Monitor's counsel in the first instance to determine whether the documents are responsive. If Monitor's counsel considers any document located in the search not to contain Hallmark Data, counsel shall list the document in a log (the "Log", to be similar to a privilege log) reasonably identifying the document, its location, and the general nature of its content. Monitor shall provide the Log to Hallmark. If Hallmark disputes any entry on the Log, the document(s) in question shall be produced to Hallmark's counsel under the "Strictly Confidential" provisions of the Stipulated Protective Order. If the parties are unable to resolve their dispute as to any document(s) listed on the Log, the Arbitrator will review the document(s) and make the final decision as to deletion from Monitor Systems after giving the parties an opportunity to be heard orally or in writing, as he deems appropriate. Monitor shall permanently delete from Monitor Systems all responsive documents in accordance with Paragraph 3 hereof.

2. a. Monitor shall also conduct a physical search of the offices and other storage locations used by any Monitor employee whose office has not previously been searched in the course of this proceeding and who is known to have authored or received (a) electronic or hard copy documents containing Hallmark Data; or (b) training in which such documents were used to look for any hard copy documents containing Hallmark Data. Monitor shall interview each current employee whose office is searched to determine whether the employee has used or disseminated documents containing Hallmark Data and, if so, the nature of such use and the

identity of any person to whom or entity to which Hallmark Data was disseminated. Monitor shall then cause a physical search to be conducted of the office and storage locations of any Monitor recipient in accordance with the interview and follow-up procedure described herein. This process shall continue until all Monitor employees known to have authored, received, or disseminated such documents have been interviewed and their offices and storage locations searched. If a Monitor employee is determined to have transmitted Hallmark Data to a person or entity outside of Monitor, Monitor shall take reasonable steps to retrieve the documents in question.

b. Monitor shall revise its training materials so that such materials no longer contain any Hallmark Data.

c. Monitor shall destroy in accordance with Paragraph 3 hereof all hard copy materials located pursuant to the procedures specified in this Paragraph 2.

3. Monitor shall produce to Hallmark all electronic and hard copy documents containing Hallmark Data which (a) have been disseminated to or accessed by any person or entity other than Monitor Entities or (b) contain Hallmark Data different than Hallmark Data previously produced in this proceeding. If a document containing Hallmark Data has been disseminated to or accessed by any person or entity other than Monitor Entities, Monitor shall also produce whatever documents evidence such access and/or dissemination (unless previously produced in this proceeding) and shall take reasonable steps to retrieve the document containing Hallmark Data. In the event that no document evidencing such access or dissemination exists, Monitor shall disclose to Hallmark the identity of each such non-Monitor Entity person or entity accessing or receiving any such Hallmark Data and shall identify the Hallmark Data that person or entity accessed or received. If neither (a) nor (b) of this Paragraph 3 applies to a document

containing Hallmark Data, Monitor shall cause that document to be permanently deleted from Monitor Systems in the presence of an appropriate eFirm representative. All hard copies of such documents shall also be destroyed. An officer of, or another person authorized to sign on behalf of, the eFirm shall provide both parties with a sworn statement, executed under penalty of perjury and based upon personal knowledge, attesting to the permanent deletion of such electronic documents containing Hallmark Data. An officer of, or another person authorized to sign on behalf of, Monitor shall provide to Hallmark a sworn statement, executed under penalty of perjury and based upon personal knowledge, attesting to the destruction of the hard copy documents containing Hallmark Data. After Monitor has provided Hallmark with all documents containing Hallmark Data that fall within either (a) or (b) of this Paragraph 3, Monitor shall cause those documents as well to be permanently deleted from Monitor's Systems and all hard copies destroyed. An officer or person authorized to sign on behalf of the eFirm shall provide both parties with a sworn statement, executed under penalty of perjury and based upon personal knowledge, attesting to the permanent deletion of all remaining electronic documents containing Hallmark Data. An officer of, or another person authorized to sign on behalf of, Monitor shall provide to Hallmark a sworn statement, executed under penalty of perjury and based upon personal knowledge, attesting to the destruction of all remaining hard copy documents containing Hallmark Data.

4. The Monitor Entities shall refrain from consulting with Monitor Clipper Partners, L.P. in connection with any matter affecting Recycled Paper Greetings, Inc. ("RPG") and shall likewise refrain from consulting with RPG on any matter, in both instances for a period of two (2) years after the delivery to Hallmark of the last of the sworn statements provided for in Paragraph 3.

5. The Monitor Entities shall refrain from any further use or dissemination of Hallmark Data.

6. The Monitor Entities shall refrain from any direct or indirect reference to Hallmark or to Monitor's work for Hallmark to any person or entity outside of Monitor.

7. Monitor shall issue a directive to (a) all members of the 2001-2002 Hallmark case team who remain employed by Monitor and (b) all senior managers of Monitor units marketing or selling Monitor's services advising them that they are not directly or indirectly to refer to Hallmark, Monitor's work for Hallmark, or a Buying Process analysis for a greeting card company, and not to use the phrase "Hallmark Buying Process."

SO ORDERED on this 21 day of March, 2007



David W. Russell, Arbitrator

EXHIBIT A

The following entities are the "Monitor Entities":

Monitor Company Group Limited Partnership
Monitor Company France, SAS
Monitor Company GmbH
Monitor Company U.K. Ltd.
Monitor Company Europe
Monitor Group Hispana S.L.
Monitor Group Italy Srl
Monitor Group South Africa Pty. Ltd.
Monitor India Pvt Limited
Monitor Company Canada
Monitor do Brasil Limitada
Monitor Company Asia Pacific LLC
Monitor Group Korea Y.H.
Market2Customer, LLC

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI**

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the Western District of Missouri.

This cover sheet should be sent to ONE of the following addresses AFTER converting to a PDF document:

Kansas City	kcgen@mow.uscourts.gov
Jefferson City	jcgen@mow.uscourts.gov
Springfield	spfdgen@mow.uscourts.gov

Plaintiff **Hallmark Cards, Incorporated**
(s):

County of Residence: Jackson

Plaintiff's Atty(s):

Charles W German
Rouse Hendricks German May PC
1010 Walnut Street, Suite 400
Kansas City, Missouri 64106
816-471-7700

Daniel Eric Blegen
Rouse Hendricks German May PC
1010 Walnut Street, Suite 400
Kansas City, Missouri 64106
816-471-7700

John C Aisenbrey
Stinson Morrison Hecker LLP
1201 Walnut Street, Suite 2800
Kansas City, Missouri 64106
816-842-8600

Defendant Monitor Company Group Limited
(s): **Partnership**

County of Residence: Outside State of Missouri

Defendant's Atty(s):

Laura Steinberg
Sullivan & Worcester LLP
One Post Office Square
Boston, Massachusetts 02109
617-338-2800

William A Matlack
Sullivan & Worcester LLP
One Post Office Square
Boston, Massachusetts 02109
617-338-2800

II. Basis of Jurisdiction: **4. Diversity (complete item III)**

III. Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff:- **1 Citizen of This State**
Defendant:- **2 Citizen of Another State**

IV. Origin : **1. Original Proceeding**

V. Nature of Suit: **190 Other Contract**

VI.Cause of Action: **Confirmation of Arbitration award under 9 USC s9. Diversity
jursidiction under 28 USC s1332.**

VII. Requested in Complaint
Class Action:
Dollar Demand:
Jury Demand: **No**

Signature: Daniel E Blegen

Date: 05/11/2007

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, print this form, sign and date it and submit it with your new civil action. **Note: You may need to adjust the font size in your browser display to make the form print properly.**

Revised: 05/09/06