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KATZ, J., concurring in part and dissenting in part. For the reasons set forth in my concurring and dissenting opinion in *Coldwell Banker Manning Realty, Inc. v. Cushman & Wakefield of Connecticut, Inc.*, 293 Conn. , A.2d (2009), also released today, I disagree with the majority's conclusion that the decision by the grievance committee (grievance committee) of the Greater Hartford Association of Realtors, Inc., dismissing the request for arbitration filed by the plaintiff, Coldwell Banker Manning Realty, Inc., did not constitute an award that conclusively disposed of the controversy between the parties. Specifically, I disagree that the parties' arbitration agreement and the committee's decision predicated on that agreement unambiguously reflect that the ground for the dismissal—that the request for arbitration was not filed within a specified 180 day time limit—was a discretionary decision that could not constitute an award, rather than a mandatory, jurisdiction time limit that would have constituted an award. I, therefore, would reverse the trial court's judgment in the present case and remand the case to that court with direction to remand the case to the committee for an articulation as to the basis for the committee's decision. See *Hartford Steam Boiler Inspection & Ins. Co. v. Underwriters at Lloyd's & Cos. Collective*, 271 Conn. 474, 484–94, 857 A.2d 893 (2004), cert. denied, 544 U.S. 974, 125 S. Ct. 1826, 161 L. Ed. 2d 723 (2005) (discussing case law supporting such authority and limitations on arbitral authority in such instances solely to clarify basis of decision and not to redetermine merits); see also *Phillips v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, Docket No. 3:05cv1959, 2006 U.S. Dist. LEXIS 50952, \*15–16 (D. Conn. July 26, 2006) (denying motion for confirmation of award that dismissed request for arbitration on ground that request was untimely and remanding case to arbitral authority to clarify basis of decision to indicate whether dismissal was dispositive of claims or permitted litigant to pursue claims in court). Consistent with my concurring and dissenting opinion in *Coldwell Banker Manning Realty, Inc. v. Cushman & Wakefield of Connecticut, Inc.*, supra, , I would reverse the trial court's decision and direct the trial court to remand the case to the committee for a clarification as to whether: (1) in the exercise of its discretion, the committee declined to refer the matter to arbitration because the request had been filed beyond the 180 day period; or (2) the committee was mandated under the agreement to dismiss the request because it has no jurisdiction over a request made beyond that 180 day period.<sup>1</sup>

Accordingly, I respectfully concur in part and dissent in part.

<sup>1</sup> I am mindful that, in the present case, the plaintiff has raised an additional issue that would need to be addressed if the committee were to indicate that the dismissal was mandatory and jurisdictional. Specifically, the plaintiff contends that the trial court improperly compelled the parties to proceed to arbitration because: (1) the defendant, Computer Sciences Corporation, was not a party to any contract with the plaintiff or a member of an association with the plaintiff requiring arbitration; and (2) even if there was such a contract between the plaintiff and the Greater Hartford Association of Realtors, Inc., the defendant is not entitled to enforce that contract as a third party beneficiary and is bound by the terms of the contract between it and the plaintiff, which does not require arbitration. Because the majority does not address these claims, and any need for their resolution hinges on the committee's articulation, I express no opinion on these issues.

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