

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

**Case No:  
Complex Litigation Unit**

Plaintiff,

vs.

Defendant.

\_\_\_\_\_ /

**ORDER APPOINTING SPECIAL MASTER**

**THIS ACTION** is before the court (on the court's own motion or request of the parties) to appoint \_\_\_\_\_ as a Special Master subject to the following terms and conditions.

The Special Master is hereby directed to perform the following functions:

A. Case Management: The Special Master shall have the authority to conduct scheduling conferences and set discovery schedules, and otherwise perform necessary acts to expeditiously and efficiently move the case through the discovery process, including issues related to electronic data discovery and privilege.

B. Conflict Resolution: The Special Master shall have the power to entertain all motions for relief brought by the parties concerning discovery, with or without a hearing, and shall issue written rulings with all reasonable diligence. Included within the power to conduct hearings on motions shall be the power to receive testimony under oath before a court reporter, and to preside over the reception of evidence into the record.

C. Settlement: The Special Master may serve as a mediator, if requested by the parties, to facilitate settlement of the case.

D. Sanctions: The Special Master may recommend costs of motions and sanctions upon any party for failure to comply with discovery requirements.

E. Other Duties: The Special Master may perform such other and further tasks not specifically enumerated in furtherance of his/her scope of appointment. The Special Master may also perform additional tasks and functions if the parties consent, or if the court, upon application of one of the parties, specifically appoints the Special Master to so act.

### **Conduct of Parties**

The parties are instructed to cooperate with the Special Master in all respects, including but not limited to, making available facilities, files, databases, documents, or other materials the Special Master may request to fulfill his/her duties. The parties are not permitted to engage in *ex parte* communication with the Special Master or the Special Master's administrative staff, except as would be permitted with the court and the court's staff, or in the event communications may relate to settlement of the case where the Special Master has been asked to serve as a mediator.

### **Compensation of the Special Master**

The parties shall bear the cost of the Special Master on the following terms and conditions: The Special Master shall charge an hourly rate of \$ .00 and shall keep an account of all hours or quarter-hour fractions, and any expenses incurred in the performance of the Special Master's duties. The Special Master will issue an invoice to the parties on a monthly basis describing the work performed and the hours attributable to the work performed, plus the expenses incurred by item. The parties shall each pay their *pro rata* [i.e., **if two parties, 50% each; if four parties, 25% each, etc.**] share of the invoice promptly and in no event less than 30 days from its issuance. Any dispute by any party over any aspect of the invoice shall first be raised informally with the Special Master for possible resolution, and if resolution is not

attained, then the party disputing any aspect of the invoice may address the matter by motion to the court, to which the Special Master may respond.

**Miscellaneous**

The Special Master is instructed to maintain all pleadings and correspondence submitted in connection with the case and to forward those documents and records to the court at the conclusion of discovery. The parties need not file with the court a duplicate of the documents submitted to the Special Master.

The Special Master, by accepting this appointment, represents to the court that there are no matters within the scope of this appointment for which the Special Master could or should be disqualified, and that he/she accepts the terms and conditions of this appointment.

This Order shall be effective upon the submission by the Special Master of the required affidavit.

**DONE AND ORDERED** in chambers at Broward, Florida this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
CIRCUIT COURT JUDGE

cc:  
counsel of record/parties pro se