

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number, Address)  TELEPHONE NO: _____ FAX NO.(Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	Reserved for Clerk's Office Stamp
<input type="checkbox"/> Southern Division <input type="checkbox"/> Central Division <input type="checkbox"/> Northern Division 400 County Center      800 No. Humboldt      1050 Mission Road Redwood City, CA 94063      San Mateo, CA 94401      So. San Francisco, CA 94080	
<b>PLAINTIFF/PETITIONER:</b>  <b>DEFENDANT/RESPONDENT:</b>  _____ /  <b>AND RELATED CROSS-ACTIONS</b>	
<b>STIPULATED ORDER APPOINTING SPECIAL MASTER</b>	<b>CASE NUMBER:</b>

It is hereby stipulated by and between counsel for all parties as follows, and adopted by the Court based upon the stipulation of counsel,

**THE COURT FINDS:**

This a complex case under the standards of California Rules of Court, Rule 3.400 *et seq.*. Appointment of a Special Master pursuant to Rule 3.750(b)(11) is appropriate and in the interests of justice, as the case requires exceptional judicial management to avoid placing unnecessary burdens upon the Court and the litigants, and such appointment would expedite the case, keep costs reasonable, and promote effective decision-making by the Court, parties and counsel. Any trial of the action, if it occurs, is likely to be prolonged.

Pursuant to stipulation of counsel for the parties, **IT IS HEREBY ORDERED:**

1. The Special Master is an Officer of the Court, appointed for the purpose of managing the presently assigned case. The Special Master is appointed pursuant to Code of Civil Procedure Section 638 and Rule 3.750(b)(11). The Special Master appointed is: \_\_\_\_\_,

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

State Bar No. \_\_\_\_\_.

2. The Special Master shall be privately compensated by all parties for services rendered at the maximum hourly rate of \$ \_\_\_\_\_. The fees of the Special Master shall be at the expense of the parties in such proportion and as allocated by determination of the Special Master. Such fees shall be subject to the review of the Court upon written request of any party or of the Special Master.

3. The Special Master is authorized and empowered to hold Mandatory Settlement Conferences as needed, including determination of the time, place and manner, compelling the attendance of counsel, compelling attendance by authorized representatives of parties and insurance representatives, and insurance claims representatives. The Court shall also conduct Mandatory Settlement Conferences as it determines, notwithstanding conferences held and set by the Special Master. Settlement communications, negotiations, and discussions shall be confidential, except as required for status reports by the Special Master to the Court or to put a settlement on the record. Such settlement communications shall not be admissible as evidence for any purpose.

The Special Master shall not conduct mediation sessions.

4. The Special Master is authorized and empowered to supervise, direct and decide discovery disputes and other discovery issues, to facilitate law and motion scheduling in coordination with any judge assigned to hear the law and motion matter, and to assure that the Court's trial schedule is maintained. The Special Master may order site inspections and may retain Court-appointed consultants and experts (upon

further Order of the Court), and may refer special problems to the Court. The Special Master shall provide input to the Court regarding appropriate trial dates and trial continuances.

5. Dispositive motions, including but not limited to demurrers, motions to strike, motions for summary judgment, motions for summary adjudication, and motions for determination of good faith settlement shall not be heard and determined by the Special Master.

6. The Special Master shall report to the Court the status of the action as requested and no less frequently than quarterly.

7. By signing the consent to serve, the Special Master represents that he/she consents to serve as provided in this Order and is aware of and will comply with applicable provisions of Canon 6 of the Code of Judicial Ethics (specifically Canon 6D) and the California Rules of Court, and that he/she is not aware of any matter that requires disclosure pursuant to subdivisions (D)(5)(a) and (D)(5)(b) of Canon 6 of the Code of Judicial Ethics

8. Counsel for all parties hereby stipulate or have previously stipulated in writing to waive the detailed disclosure requirements of CRC Rule 3.904(b)(2), which states:

. . . [A] referee must disclose to the parties:

(2) Any significant personal or professional relationship the referee has or has had with a party, attorney, or law firm in the current case, including the number and nature of any other proceedings in the past 24 months in which the referee has been privately compensated by a party, attorney, law firm, or insurance company in the current case for any services. The disclosure must include privately compensated service as an attorney, expert witness, or consultant or as a judge, referee, arbitrator, mediator, settlement facilitator, or other alternative dispute resolution neutral.]

**IT IS SO STIPULATED:**

DATED: \_\_\_\_\_  
Attorneys for Plaintiff

DATED: \_\_\_\_\_  
Attorneys for Defendant \_\_\_\_\_

DATED: \_\_\_\_\_  
Attorneys for Defendant \_\_\_\_\_

DATED: \_\_\_\_\_  
Attorneys for Defendant \_\_\_\_\_

DATED: \_\_\_\_\_  
Attorneys for Defendant \_\_\_\_\_

I HEREBY CONSENT TO SERVE AS SPECIAL MASTER:

DATED: \_\_\_\_\_  
Special Master \_\_\_\_\_

**IT IS SO ORDERED:**

DATED: \_\_\_\_\_  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT