***INDIANA COMMERCIAL COURT***

STATE OF INDIANA ) IN THE \_\_\_\_\_\_\_\_ SUPERIOR COURT

) SS:

COUNTY OF \_\_\_\_\_\_\_\_\_ ) CAUSE NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

)

Plaintiff, )

) **ORDER APPOINTING COMMERCIAL**

vs. ) **COURT-APPOINTED NEUTRAL**

)

)

Defendant. )

)

***includes language for most situations)***

Pursuant to Indiana Commercial Court Rule 6 (“Rule 6”), the Court Orders:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is hereby appointed a Commercial Court-Appointed Neutral to serve in this case. The Commercial Court-Appointed Neutral shall possess and may exercise all powers conferred upon Commercial Court-Appointed Neutrals as set forth herein and in Rule 6.
2. The purpose and scope of Neutral’s role include the following:
   1. Directing, managing, and facilitating settlement negotiations among the parties. [Settlement Neutral]
   2. Managing and supervising discovery and resolving discovery disputes. [Discovery Neutral]
   3. Coordinating activity on the case as follows \_\_\_\_\_\_\_\_\_\_ [Coordinating Neutral]
   4. Hearing evidence on [specify issue(s)] and issuing [choose one: findings and recommendations / a final decision NOTE: The second option is available only with the parties’ consent]. [Trial Neutral]
   5. Compiling and interpreting [specify the technical, voluminous, or complex evidence that is in need of review] and issuing findings and recommendations for the Court regarding \_\_\_\_\_\_\_\_\_. [Trial Neutral]
   6. Advising the Court on the subject of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Expert Neutral]
   7. Managing and supervising discovery involving electronic information or data. [Technology Neutral]
   8. Serving as Monitor as described in paragraph \_\_\_\_ of [choose one: the Consent Decree / this Court’s Order dated \_\_\_\_\_\_\_\_\_\_]. [Monitor]
   9. [Drafting / implementing] a notice to the class. [Class Action Neutral]
   10. Supervising a hearing regarding the fairness of the Settlement Agreement to the class and issuing findings and recommendations for the Court. [Class Action Neutral]
   11. Administering the distribution of [settlement / damage] payments to Plaintiffs. [Claims Administrator]
   12. Providing an accounting of [specify evidence]. [Auditor]
   13. Acting as a receiver for [identify the subject of the receivership] pending the resolution of this dispute. [Receiver]\
3. [Neutral’s Name] shall have the sole discretion to determine the appropriate procedures for resolution of all assigned matters and shall have the authority to take all appropriate measures to perform the assigned duties. The Commercial Court-Appointed Neutral may by order impose upon a party any sanction other than contempt and may recommend a contempt sanction against a party and contempt or any other sanction against a non-party.
   1. Alternative 1: No ex parte contact. The parties shall not engage in any ex parte discussions with the Commercial Court-Appointed Neutral and the Commercial Court-Appointed Neutral shall not engage in any ex parte discussions with any of the parties.
   2. Alternative 2: Limited ex parte contact permitted. Because [specify reasons], the Commercial Court-Appointed Neutral shall be allowed to engage in ex parte conversations with counsel for the parties only in conjunction with duly convened settlement conferences.
   3. Alternative 3: Ex parte contact on the record. Because [specify reasons], the Commercial Court-Appointed Neutral shall be allowed to engage in ex parte conversations with counsel for the parties in order to permit full consideration of the issues. Any ex parte conversation will be conducted on the record in order to permit appropriate review by the undersigned or the appellate courts.
4. This Order is limited to the duties specified herein unless the Court shall expand the Commercial Court-Appointed Neutral’s duties. This Order of reference shall terminate upon submission by the Commercial Court-Appointed Neutral of a Final Report, unless extended by further order of the Court.
5. The Commercial Court-Appointed Neutral shall be paid $ \_\_\_\_ per hour for work done pursuant to this Order and shall be reimbursed for all reasonable expenses incurred. The Commercial Court-Appointed Neutral shall bill the parties on a monthly basis for fees and disbursements, and those bills shall be promptly paid [50% by the plaintiffs and 50% by the defendants / or identify an alternative arrangement]. As to any particular portion of the proceedings necessitated by the conduct of one party or group of parties, the Commercial Court-Appointed Neutral can assess the costs of that portion of the proceedings to the responsible party or parties. The Court will determine at the conclusion of this litigation whether the amounts paid to the Commercial Court-Appointed Neutral will be borne on the 50/50 basis or will be reallocated.
6. This Order is subject to amendment by the Court upon application of the parties or the Commercial Court-Appointed Neutral. Jurisdiction of this action is retained by the Court.

\_\_\_\_\_, 2020

**JUDGE**

MANNER OF NOTICE:

( x ) WITH COPY PURSUANT TO T.R. 72 TO BE SERVED BY:

COURT CLERK OTHER:

PROOF OF NOTICE UNDER TRIAL RULE 72(D)

A copy of this entry was served, either by mail to the address of record, deposited in the Attorney's distribution box, or personally distributed to the persons and/or filed as listed below:

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Court Packet - 2

DATE OF NOTICE:

INITIALS OF PERSON WHO NOTIFIED PARTIES: COURT CLERK OTHER