

DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street, Room 256 Denver, Colorado 80202	DATE FILED April 25, 2025 4:16 PM CASE NUMBER: 2023CV31492
Plaintiff: Hill Hotel Owner, LLC, a Colorado limited liability company, v. Defendant: Hanover Insurance Company, a New Hampshire corporation	▲ COURT USE ONLY ▲ <hr/> Case No.: 2023CV031492 Div.: 203
ORDER APPOINTING DAVID M. TENNER AS SPECIAL MASTER	

THE COURT, having considered the factors set forth in C.R.C.P. 53(a)(3), having considered the ABA Guidelines for the Appointment and Use of Special Masters in Federal and State Civil Litigation <https://www.americanbar.org/content/dam/aba/directories/policy/midyear-2019/100-midyear-2019.pdf> and having given the parties notice and an opportunity to be heard, hereby appoints David M. Tenner, Ridley, McGreevy & Winocur, P.C., 303 16th St., Suite 200, Denver, CO 80202, (303) 629-9700, as Special Master in this matter.

1. Authority for and Scope of Appointment. The Special Master is appointed pursuant to C.R.C.P. 53(a)(1)(C) to resolve all issues related to or arising out of discovery disputes or disputes concerning disclosures. Pursuant to C.R.C.P. 53(a)(1)(C), the Court finds that such matters cannot be effectively and timely addressed by this Court. In addition, the Special Master may perform any additional duties consented to by the parties pursuant to C.R.C.P. 53(a)(1)(A).

2. Special Master's Duties and Authority. The Special Master shall proceed with all reasonable diligence and shall have all of the authority provided to masters set forth in C.R.C.P. 53(c), including the power to sanction set forth in C.R.C.P. 53(c)(2).

3. Ex Parte Communications.

(a) With the Court. The Special Master may have *ex parte* communications with the Court regarding 1) whether or not a particular dispute or motion is subject to the scope of the Special Master's duties; 2) assisting the Court with procedural matters, such as apprising the Court regarding logistics, the nature of the Special Master's activities, and management of the litigation;

3) any matter upon which the parties or their counsel have consented; 4) the application of C.R.C.P. 53; and 5) any matter, the subject of which is initiated by the Court.

(b) With the Parties and Counsel. The Special Master may have *ex parte* communications with the parties or counsel regarding 1) purely procedural or scheduling matters; 2) resolution of privilege or similar questions, in connection with *in camera* inspections, upon notice to the other parties; and 3) any matter upon which the parties or their counsel have consented.

4. Material to be Preserved and Filed as the Record of the Special Master's Activities. All orders of the Special Master shall be filed with the Court, unless the parties or their counsel have agreed otherwise. It shall be the duty of the parties and counsel, not the Special Master, to provide for any record of proceedings with the Special Master. The Special Master shall not be responsible for maintaining any records of the Special Master's activities other than billing records. In the event of any hearing where evidence is taken, it shall be the duty of the parties and counsel to preserve any exhibits tendered or rejected at the hearing.

5. Review of Special Master's Reports, Orders or Recommendations. Pursuant to C.R.C.P. 53(d) and (e), any report or order of the Special Master is effective upon its issuance. Any objection to any report, order or recommendation of the Special Master shall be filed within the time period set forth in C.R.C.P. 53(f) and will be reviewed in accordance with the standards set forth in C.R.C.P. 53(f). In reviewing the actions of the Special Master, the parties will be deemed to have stipulated that findings of fact made by the Special Master shall be reviewed for clear error, except for a party who objects to this portion of the Order, in writing and filed with the Court, within 7 days of the date of this Order.

6. Compensation. The Special Master shall be compensated at his usual and customary hourly rate, currently \$595/hour, and shall be reimbursed for all expenses and costs incurred in the performance of his duties. *These fees and costs shall be paid ½ by the Plaintiff, and ½ by the Defendant, although the Special Master has the power to adjust the division of fees and costs in his discretion based on the merits of the matter before him.* The parties shall pay the Special Master directly, upon receipt of the Special Master's invoice. The fees and costs may be reallocated by the Court in its discretion at the conclusion of the case based on the law, the Colorado Rules of Civil Procedure and principles of due process and fairness. Upon the failure of a party to timely pay the Special Master's fees, the Court may enter judgment in favor of the Special Master and against the non-paying party.

7. Initial Meeting. The initial meeting of the Special Master and counsel (and the parties if they so choose) shall take place within 14 days of the

date of this Order, pursuant to C.R.C.P. 53(b)(5).

8. Special Master's Affidavit. The Special Master's Affidavit required by C.R.C.P. 53(b)(3)(A) has been executed and has been filed.

IT IS SO ORDERED on this 25th day of April 2025.

BY THE COURT:



Jill D. Dorancy
Denver District Court Judge

cc: Counsel of Record by e-filing
Special Master, by e-filing