

DISTRICT COURT, PITKIN COUNTY, COLORADO 506 E. Main Street Aspen, Colorado 81611 (970) 925-3476	DATE FILED June 6, 2025 9:07 AM CASE NUMBER: 2024CV30062
<i>Plaintiff and Defendant:</i> ROBERT KOFFLER , an individual, v. <i>Defendants and Plaintiffs:</i> 115 BLUE SPRUCE LANE LLC , et al.	▲ COURT USE ONLY ▲ CONSOLIDATED CASES Case No. 2024CV30062 Case No.: 2024CV30064 DIVISION: 5
ORDER APPOINTING THE HON. MICHAEL E. HEGARTY (ret.) AS SPECIAL MASTER	

THE COURT, having considered the factors set forth in C.R.C.P. 53(a)(3), having given the parties notice and an opportunity to be heard, and having considered the ABA Guidelines for the Appointment and Use of Special Masters in Federal and State Civil Litigation, hereby appoints the Hon. Michael E. Hegarty (ret.), with JAMS, 410 17th Street, Suite 2440, Denver, CO 80202, (303) 534-1254, 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 rule on all outstanding motions in this action, both dispositive and non-dispositive, and to conduct trial proceedings in order to make findings on fact on issues to be decided without a jury. This appointment is warranted by the severe docket congestion and the parties' need for resolution of the disputed eviction proceedings as expeditiously as possible consistent with Colorado law. The Court finds that these 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 will be final, 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 \$750.00/hour, and shall be reimbursed for all expenses and costs incurred in the performance of his duties. The court "must allocate payment among the parties after considering the nature and amount of the controversy, the parties' means, and the extent to which any party is more responsible than other parties for the reference to a master. An interim allocation may be amended to reflect a decision on the merits." The sets the following interim allocation of payment, which may be amended to reflect a decision on the merits. These fees and costs shall be paid 100% by the "Blue Spruce Lane" parties a/k/a the "Eviction Plaintiffs," jointly and severally, 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.

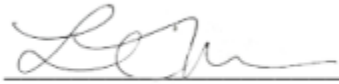
7. Initial Meeting. The initial meeting of the Special Master and counsel (and the parties if they so choose) shall take place within 14 days of the date of this Order, pursuant to

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) shall be executed and filed promptly.

Dated this 6th day of June, 2025.

BY THE COURT

A handwritten signature in cursive script, appearing to read 'Laura C. Makar', written over a horizontal line.

Laura C. Makar
District Court Judge

cc: Counsel of Record by e-filing
Special Master, by e-mail, hegarty@jamsdenver.com