

parties are not permitted to engage in *ex parte* communication with the Auditor or the Auditor's administrative staff, except as would be permitted with the Court and the Court's staff.

Compensation of the Auditor

The parties shall bear the costs of the Auditor on the following terms and conditions: The Auditor shall charge an hourly rate of \$_____ and shall keep an account of all hours and fractions thereof, and any expenses incurred by the Auditor in the performance of Auditor's duties hereunder. The Auditor will issue an invoice describing the work performed and the hours attributable to the work performed, plus the expenses incurred by item, to the parties on a monthly basis. The parties shall each pay their pro rata share (i.e. if two parties, 50% each; if four parties, 25% each, etc.) of the invoices promptly and in no event less than 30 days from the issuance thereof. Any dispute by any party over any aspect of the invoice shall first be raised informally with the Auditor for possible resolution, and if resolution is not agreed, then the party disputing any aspect of the invoice may address such dispute to the Court by motion, to which the Auditor may respond.

Miscellaneous

The Auditor is instructed to maintain all pleadings and correspondence submitted by the parties in connection with the case and to forward the entirety of such documents and records, along with the Auditor's Report, to the Court when Auditor's duties are completed. The parties need not file with the Court a duplicate of documents submitted to the Auditor.

The Auditor, by accepting this appointment, represents to the Court that there are no matters within the scope of this appointment for which the Auditor could or should be disqualified, and that the Auditor accepts the terms and conditions of this appointment set forth herein.

This Order shall be effective upon the submission by the Auditor of the affidavit required immediately above.

SO ORDERED This ___ Day of _____, 200__.

JUDGE, _____ COURT OF
_____ COUNTY

Consented to by:

Attorney for Plaintiff
(or "pro se" Plaintiff)

Attorney for Defendant
(or "pro se" Defendant)