

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_ PART \_\_\_\_\_

-----X

Plaintiff,

-against-

Defendant.

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Index No.: \_\_\_\_\_

Date: \_\_\_\_\_

ORDER APPOINTING  
APPRAISER/EVALUATOR

PRESENT:

HON.: \_\_\_\_\_

The Court hereby appoints \_\_\_\_\_  
of \_\_\_\_\_, telephone  
( ) \_\_\_\_\_, facsimile ( ) \_\_\_\_\_,  
to appraise

[ ] Plaintiff's/Defendant's Business Interest \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Plaintiff's/Defendant's License \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Plaintiff's/Defendant's Professional Practice \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Plaintiff's/Defendant's Stocks, Bonds and/or other personal property \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Plaintiff's/Defendant's Real Property at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Plaintiff's/Defendant's Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Payment of Neutral Evaluator's Fee.**

A retainer in the amount of \$ \_\_\_\_\_ shall be paid to the neutral financial evaluator within 10 days of the date of this Order. This initial payment, and all subsequent payments, shall be allocated between the parties as follows: \_\_\_\_\_% to be paid by the plaintiff; \_\_\_\_\_% to be paid by the defendant. This allocation between the parties of the neutral financial evaluator's fee may be modified by the court and is without prejudice to a subsequent determination as to the ultimate responsibility for such payment, which determination shall await the trial or settlement of the action.

**Additional Evaluators.**

The neutral financial evaluator shall have no independent authority to retain the services of an additional neutral evaluator or other expert. However, on notice to counsel, the neutral evaluator may request that the court authorize the retention of an additional neutral evaluator or other expert. The request shall set forth the reason for the request, the nature of the specialty services to be provided by the additional neutral financial evaluator or other expert and an estimate of any additional cost that will be incurred if such additional neutral financial evaluator or other expert is retained.

**Confidentiality.**

The neutral financial evaluator, his or her partners, staff and associates will hold all documents received and work product as confidential and all information can only be released to the parties' of this action, their attorneys, or the Court.

**Production of Information and Documents.**

Within 20 days of receipt of the initial payment, the neutral financial evaluator shall make a preliminary written request, on notice to all counsel, for any information or documents the neutral financial evaluator deems necessary to conduct the valuation. Any party to whom such a request is directed shall provide a full response to the neutral financial evaluator within 60 days thereafter. A copy of the response shall be provided contemporaneously to adverse counsel. In the event that the neutral financial evaluator requires further information or documents, the neutral financial evaluator shall make such request in writing, on notice to all counsel. Any party to whom such a further request by the neutral financial evaluator is made shall provide a full response to the request within 30 days thereafter, with a copy to adverse counsel. In the event that any party fails to provide a complete response to a request from the neutral financial evaluator within the time

provided for herein, the neutral financial evaluator shall advise counsel or may advise the court by letter, on notice to counsel.

**Site Inspections.**

The neutral financial evaluator may, in the neutral financial evaluator's reasonable discretion, perform business site visits and interview key personnel.

**Cooperation with Neutral Financial Evaluator.**

The parties and counsel are under an affirmative obligation to cooperate in full with the neutral financial evaluator.

**Communication with the Neutral Financial Evaluator.**

The neutral financial evaluator shall provide all counsel with copies of any correspondence transmitted by the neutral financial evaluator. The neutral financial evaluator shall have the right to speak with, and or meet with, either party and/or their counsel outside the presence or participation of the other party and/or their counsel. The neutral financial evaluator will notify counsel of all scheduled meetings.

**Report of the Neutral Financial Evaluator.**

The neutral financial evaluator shall serve a copy of his/her report upon all counsel and the court within 120 days of the date of this order unless an extension of this date has been sought on notice to counsel and granted by the Court.

Dated: New York, New York  
, 2005

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Justice of the Supreme Court

**Contact Information.**

Plaintiff's Attorney: \_\_\_\_\_

\_\_\_\_\_  
Telephone: (     ) \_\_\_\_\_ Facsimile: (     ) \_\_\_\_\_

Defendant's Attorney: \_\_\_\_\_

\_\_\_\_\_  
Telephone: (     ) \_\_\_\_\_ Facsimile: (     ) \_\_\_\_\_