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| Colorado Supreme Court 2 East 14th Avenue Denver, CO 80203 | DATE FILED: February 20, 2018 CASE NUMBER: 2017SC583 |
| Certiorari to the Court of Appeals, 2016CA733 District Court, Jefferson County, 2015CV31037 | |
| Petitioner: Owners Insurance Company, a Michigan corporation, v. Respondent: Dakota Station II Condominium Association Inc., a Colorado corporation. | Supreme Court Case No: 2017SC583 |
| ORDER OF COURT | |

Upon consideration of the Petition for Writ of Certiorari filed in the above cause, and now being sufficiently advised in the premises,

IT IS ORDERED that said Petition shall be, and the same hereby is, GRANTED as to the issue(s) set forth below, and the briefs shall be filed as follows:

- (a) Petitioner's Opening Brief shall be filed within forty two days from this date;
- (b) Respondent's Answer Brief shall be filed within thirty five days from receipt of the Opening Brief;
- (c) Petitioner's Reply Brief may be filed within twenty one days from receipt of the Answer Brief.

Pursuant to C.A.R. 54(a), the record on file will be treated as though sent up in response to a formal writ.

The issues as announced by the Court this day are as follows:

Whether the court of appeals' rule permitting insurance appraisers to "favor one side more than the other" and act as "advocates" for the selecting party conflicts directly with this court's holding in Providence Washington Insurance Co. v. Gulinson that such "[a]ppraisers are not [arbitration] referees, but their duty of impartiality is the same." 215 P. 154, 155 (Colo. 1923).

Whether the court of appeals' rule permitting insurance appraisers to utilize contingent-cap fee agreements that tie the appraiser's own compensation to the ultimate appraisal award conflicts directly with the holding from Providence Washington Insurance Co. v. Gulinson, 215 P. 154, 155 (Colo. 1923), that such appraisers must be impartial in the same manner as an arbitrator.

BY THE COURT, EN BANC, FEBRUARY 20, 2018.