

Attorney for

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF _____

IN RE MARRIAGE OF:

Petitioner,

-and-

Respondent.

CASE NO: _____

STIPULATION AND ORDER FOR
APPOINTMENT OF REAL ESTATE
EXPERT

PETITIONER in pro per or with his/her attorney of record, _____,
and RESPONDENT in pro per or with his/her attorney of record, _____,
hereby stipulate and agree to a Court Order as follows:

Andrea Shink, a California Licensed Real Estate Salesperson, (referred to as "Expert"
or "Ms. Shink") is appointed as the Court's Expert under California Evidence Code § 730 et
seq. to perform certain duties under the Code, act as a listing agent and perform other such

STIPULATION AND ORDER FOR APPOINTMENT OF REAL ESTATE EXPERT

1 duties as approved by the Court and/or identified herein. These duties extend to the licensed
2 staff who are parties to the Listing Agreement.

3 Ms. Shink's contact information is as follows:

4 Address: 9454 Wilshire Boulevard, 4th Floor

Beverly Hills, CA 90210

5 Telephone: 310-841-6440

6 Email: Andrea@andreashink.com

7
8 **TASKS AND SCOPE OF EXPERT:** Ms. Shink is deemed qualified to perform all of
9 the tasks provided for under *Evidence Code* §730 et seq. and to act as a listing agent, inclusive
10 of the following functions:

11 (1) Perform Analysis of real property value, assess encumbrances and clouds on title,
12 buy-out qualifications, explanation of consequences arising therefrom and provide
13 recommendations of viable options to the Court;

14 (2) List and sell the real property identified below as may be ordered by the Court:

15 Property located at: _____ in the City of
16 _____, in the County of _____.

17 Such real property is to be listed within _____ calendar days of the execution of this
18 order.

19 (3) Communicate with PETITIONER and RESPONDENT in pro per or attorneys
20 regarding critical issues, including, but not limited to (a) Setting the sale price; (b) Showing of
21 the real property; (c) Evaluation of offers; (d) General handling of the open escrow and
22 transaction; (e) Disposition of sale proceeds.

23 (4) Earn a commission on the sale of the real property as the listing agent;

24 (5) Earn fees relating to her appointment, as necessary;

25 (6) Make recommendations in writing or otherwise to the Court, as necessary;

(7) Testify before the Court, as necessary.

1 All parties are to cooperate with the sale of the real property and are advised that in
2 certain situations Ms. Shink will be required to update the Court regarding party cooperation,
3 or lack thereof, with regard to the sale process.

4 To the extent that any party's request of Ms. Shink is contrary to the then current Court
5 Orders, the parties acknowledge and understand that they must petition the court for alternate
6 orders since Ms. Shink will not act against Court Orders. It is understood Ms. Shink may on
7 certain occasions act in a neutral capacity in order to discharge obligations owed to the Court.
8 Ms. Shink cannot and will not give any type of legal advice.

9 In addition, as a Court appointed Expert, Ms. Shink cannot take sides in any dispute
10 between the parties. Should a conflict arise, Ms. Shink's duty is to report to the Court facts
11 and information based on her personal knowledge.

12 Other Orders: _____
13 _____
14 _____

15 **LISTING AGREEMENT**

16 Under most circumstances, Ms. Shink will require the parties to execute a real estate
17 Listing Agreement. An addendum to the Listing Agreement or Disclosure, as applicable, will
18 also be provided to the parties explaining Ms. Shink's duties as the listing agent. The Listing
19 Agreement is entered into with the titled owners(s) of the real property to be sold. In the
20 circumstance where one of the parties to the pending Court action is not on title to the real
21 property, they will not be required to sign any documents pertaining to the listing and sale of
22 the property; however, if required, Ms. Shink must act per the order of the Court and keep the
23 non-titled party informed of all critical matters involving the transaction, since the Court has
24 jurisdiction and will adjudicate the rights and responsibilities of all parties.

25 If the titled party and the non-titled party to the pending Court action have any
disagreement as to any terms, then before the titled party may execute any documents, Ms.
Shink shall notify any and all attorneys and, if necessary, seek direction from the Court.

1
2 **DOCUMENTS AND INFORMATION**

3 A. Ms. Shink's work, as required by the Court, cannot be performed without
4 cooperation of the parties. The parties must fully cooperate with and be responsive to Ms.
5 Shink's processes, procedures, and requests in furtherance of selling the real property. The
6 parties must provide all documents requested by Ms. Shink or her staff upon request. Any
7 objections should be directed to each party's counsel or directly to the Court.

8 B. Each party must provide timely responses to questions and requests of the
9 Expert and her staff.

10 C. If requested by Ms. Shink, the parties must provide her with written
11 authorizations, including third party authorizations for lenders or services, directing third
12 parties to provide documents, records and/or information. Any objections should be directed
13 to Ms. Shink, each party's counsel and directly to the Court.

14 **COMMUNICATIONS**

15 Ms. Shink may initiate contact with any party or their counsel on an ex parte basis and
16 this would not be a violation of the Family Code. Any written communication regarding
17 material matters affecting the listing and sale of the property that is received by Ms. Shink
18 may be shared with the parties and counsel.

19 The attorneys must keep Ms. Shink apprised of all court dates. Ms. Shink may
20 participate telephonically in Court hearings or meetings between the parties.

21 **DISPUTES**

22 Ms. Shink may initiate contact with the Court to obtain the Court's assistance in
23 resolving disputes relating to the completion of Ms. Shink's work, such as, but not limited to,
24 the production of documents, clarification of scope of the assignment, scheduling of court
25 appearances, payment of fees, acceptance of offers, showing of real property, repairs to real;
property, disposition of sale proceeds, other transactional issues, any issue related to this
Order or other Court Orders.

1 A. Two business days prior to initiating such contact with the Court, Ms. Shink
2 shall give written notice to each party as to the nature of the dispute, give the parties an
3 opportunity to resolve the dispute and of Ms. Shink's intention to notify the Court of the
4 pending dispute.

5 B. Ms. Shink may communicate with the Court by letter, by telephone conference
6 call, by declaration or by motion filed by the Ms. Shink. Any disputes related to the sale of the
7 property shall be heard on an ex parte basis.

8 C. Any written communication will be copied to attorneys for the parties or the
9 party if the party is self-represented.

10 **ESCROW INSTRUCTIONS: PROCEEDS DIVISION AND DISTRIBUTION**

11 The scope of the Ms. Shink shall include ensuring the division and distribution of
12 proceeds from the sale of the property are provided to escrow and that escrow's amendments
13 and/or instructions are consistent with the Court's orders.

14 **The following terms in this paragraph constitute escrow instructions of Seller to**
15 **Escrow Holder:**

16 ☐ Upon Close of Escrow, proceeds are to be disbursed to the parties as follows:

17 Petitioner is entitled to \$ _____;

18 Respondent is entitled to \$ _____;

19 ☐ Upon Close of Escrow, proceeds are to be distributed to the attorney-client trust
20 account held by: _____

21 ☐ Other Instructions: _____

22 _____

23 **SANCHEZ WAIVER**

24 Petitioner and Respondent agree the Expert's written reports shall be admitted into
25 evidence at hearing or trial without the necessity of showing foundation and over hearsay

objections, subject to cross-examination by either party's counsel. Each party and their counsel expressly waive the objections/restrictions of *People vs. Sanchez* 2016) 63 Cal.4th 665 concerning the Expert's use and reliance on hearsay evidence. Expert may use and rely upon hearsay documents or other evidence that the expert deems sufficiently reliable.

PROCEDURES FOR REPORTING

A. At any time, Ms. Shink may provide a status report to the Court. The status report will be communicated according to the terms above.

B. The Expert's report will be admitted into evidence at the discretion of the Court.

C. If at any point the parties do not comply with this Order, Expert may cease work, until such compliance.

ACCEPTANCE OF APPOINTMENT

Expert has ____ days to refuse this appointment.

WE AGREE:

Date (Name of Petitioner) - **PETITIONER**

Date (Name of Petitioner's Attorney)
Attorney for Petitioner

Date (Name of Respondent) - **RESPONDENT**

Date (Name of Respondent's Attorney)
Attorney for Respondent

IT IS SO ORDERED:

Date **JUDGE OF THE SUPERIOR COURT**