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8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

9
10 FOR THE COUNTY OF LOS ANGELES

11
12 IN RE MARRIAGE OF:

) Case No. _____
)
)

13
14 _____,

15 PETITIONER,

) STIPULATION AND ORDER
) APPOINTING CERTIFIED
) DIVORCE REAL ESTATE EXPERT
)

16 v.

17
18 _____,

19 RESPONDENT.

20 _____
)

21 PETITIONER with his/her attorney of record, _____

22
23 _____, and RESPONDENT with his/her attorney

24 of record, _____, hereby stipulate and

25 agree as follows:

26 / /
27
28

1 ANDREA SHINK, a California Licensed Real Estate Salesperson, (referred
2 to as "Expert" or "Ms. Shink" is appointed as the Court's Expert under California
3 Evidence Code section 730, unless Expert notifies the Court as soon as possible
4 that Expert chooses not to accept the appointment.
5

6 Ms. Shink's contact information is:

7 *Address:* 9454 Wilshire Blvd., Lobby Level, Beverly Hills, CA 90212
8

9 *Telephone:* 310-841-6440 *Facsimile:* 424-402-5021

10 *Email:* Andrea@AndreaShink.com
11

12 **TASKS AND SCOPE OF EXPERT:** The Expert is deemed qualified to
13 perform the following tasks and must do so, provided that the parties comply with
14 the provisions set forth below.
15

16 Perform Analysis of real property value, encumbrances, buy-out
17 qualifications, explanation of consequences and recommendations to the Court of
18 viable options, list and sell the property as may be ordered by the Court:
19

20 List the real property located at: _____
21

22 _____
23 in the City of _____, in the County of
24 _____.

25 The property is to be listed by within _____ calendar days of the execution
26 of this order.
27

28 / /

1 All parties are to cooperate with the sale of the real property, and are
2 advised that Ms. Shink is a neutral third-party Expert, appointed by the Superior
3 Court of California, and has a primary duty to the Court. As such the parties'
4 requests or demands of Ms. Shink may be in contravention of Court Orders and
5 the parties understand that Ms. Shink cannot act in contravention to Court Orders.
6 Should this be the case, the parties will immediately be advised by Ms. Shink to
7 seek legal advice as to interpretations and clarification of Court Orders. Ms. Shink
8 cannot and will not give legal advice.
9

10
11 In addition, as a Court appointed Expert, Ms. Shink cannot take sides in any
12 dispute between the parties. Ms. Shink duty is to report to the Court facts and
13 information based on her expert opinion.
14

15 Other Orders: _____
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25 **LISTING AGREEMENT**

26 Under most circumstances, the Expert will require the parties to execute a
27 real estate Listing Agreement, which has been amended to reflect Expert's duties
28

1 and scope in this particular real estate transaction. The Listing Agreement is
2 entered into by the title owners(s) of the property to be sold. In the circumstance
3 where one of the parties to the pending court case is not on title to the property,
4 they will not sign the Listing Agreement; however, the Expert must act and remain
5 neutral, since the Court has adjudicated or will adjudicate the rights and
6 responsibilities of the parties.
7
8

9 **DOCUMENTS AND INFORMATION**

10 A. The Court assigned tasks cannot be performed by Expert without
11 cooperation by the parties. The parties must fully cooperate with Expert's
12 process, procedure and requests in furtherance of selling the real property. The
13 parties must provide all documents requested by the Expert or her staff upon
14 request. Any objections should be directed to the Court.
15
16

17 B. Each party must provide timely responses to questions and requests
18 of the Expert and her staff.
19

20 C. If requested by the Expert, the parties must provide the Expert with
21 written authorizations, including third party authorizations to lenders, directing third
22 parties to provide documents, records and/or information. Any objections should
23 be directed to the Court.
24

25 **COMMUNICATION**

26 The Expert shall have the right to initiate contact with any party or their
27 counsel, ex parte. In the event that counsel for any party, or any party,
28

1 communicates with the Expert in writing, said counsel, or party, must send a copy
2 of such communications to the opposing counsel, or if the party is self-
3 represented, to such party directly.
4

5 The attorneys must notify Expert of all court dates. The Expert may
6 participate telephonically regarding scheduling of meetings and/or hearings and
7 the status of Expert's work.
8

9 **DISPUTES**

10 Expert may initiate contact with the Court to obtain the Court's assistance in
11 resolving disputes relating to the completion of the Expert's assignment, such as,
12 but not limited to, the production of documents, the scope of the assignment,
13 scheduling of court appearances, the payment of Expert's fees, or any issue
14 related to a breach of this Order or other Court Orders.
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17 A. Prior to initiating such contact with the Court, Expert will give written
18 notice to each side of the nature of the dispute, opportunity to resolve and
19 Expert's intention to notify the Court at least two business days prior to contacting
20 the Court.
21

22 B. At the direction of the Court's clerk, contact by the Expert with the
23 court may be by letter, by telephone conference call, by declaration or by motion
24 filed by the Expert.
25

26 C. Any written communication must be copied to attorneys for the
27 parties or the party if the party is in self-represented.
28

1 **SANCHEZ WAIVER**

2 Petitioner and Respondent agree the written reports of Andrea Shink shall
3
4 be admitted into evidence at hearing or trial without the necessity of showing
5 foundation and over hearsay objections, subject to cross-examination by either
6 party's counsel. Each party and their counsel expressly waive the
7
8 objections/restrictions of People v. Sanchez concerning the expert's use and
9 reliance on hearsay evidence. The expert may use and rely upon hearsay
10 documents or other evidence that the expert deems sufficiently reliable.
11

12 **PROCEDURES FOR REPORTING**

13 A. At any time the Expert shall be entitled to provide a status report to
14 the Court. The status report must be communicated according to the provision
15 above.
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17 B. The report of the Expert will be admitted into evidence at the
18 discretion of the Court.
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1 C. If at any point the parties do not comply with this Order Expert shall
2 have the right to cease work, until such compliance.

3 **WE AGREE:**

4
5
6 _____
Date

_____ *(Name of Petitioner)* - PETITIONER

7
8 _____
Date

_____ *(Name of Petitioner's Attorney)*
Attorney for Petitioner

9
10
11 _____
Date

_____ *(Name of Respondent)* - RESPONDENT

12
13 _____
Date

_____ *(Name of Respondent's Attorney)*
Attorney for Respondent

14
15
16 IT IS SO ORDERED:

17
18 _____
Date

_____ **JUDICIAL OFFICER OF THE SUPERIOR
COURT**