

PETITIONER/ATTORNEY:  ADDRESS:  CITY AND ZIP CODE:  TELEPHONE:	SPACE FOR COURT USE:
RESPONDENT/ATTORNEY:  ADDRESS:  CITY AND ZIP CODE:  TELEPHONE:	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>	
PETITIONER/PLAINTIFF	CASE NUMBER
RESPONDENT/DEFENDANT:	DEPARTMENT/COURTROOM
CLAIMANT:	HEARING DATE

**STIPULATION APPOINTING EVIDENCE CODE §730 EXPERT**

Attachment to  Findings and Order After Hearing or  Other

Pursuant to the stipulation of the parties, set forth below, and good cause appearing therefore, IT IS HEREBY ORDERED that:

**100. APPOINTMENT OF EXPERT:**

Donald John Miod, CPA / Steven B. Garelick, CPA (hereinafter referred to as "EXPERT") is appointed as the Court's EXPERT under California Evidence Code §730 unless EXPERT notifies the Court within 10 days of notification that they choose not to accept the appointment. The EXPERT's contact information is:

Address: 11600 Indian Hills Road, Building B, Suite 300

Telephone: (818) 898-9911

Mission Hills, Ca 91345-1225

Facsimile: (818) 898-9922

Email: Don Miod: dmiod@miod-cpa.com  
Steven Garelick: sgarelic@miod-cpa.com

**101. TASKS OF EXPERT:**

A. The EXPERT is deemed qualified to perform the following tasks and shall do so, provided that the parties comply with the provisions set forth below regarding COMPENSATION, DOCUMENTS AND INFORMATION, and subject to the provision regarding WITHDRAWAL.

- Perform an analysis of  Husband and/or  Wife's cash flow available for support.
- Perform an analysis of the community property interest in the business known as: \_\_\_\_\_  
as of the most practical date nearest \_\_\_\_\_.
- Prepare a valuation of the community's interest in stock options in \_\_\_\_\_.
- Calculate the income tax consequences of: \_\_\_\_\_.
- Calculate the community and separate property interest in that certain real property located at (address): \_\_\_\_\_.
- Prepare a written tracing of \_\_\_\_\_.
- Prepare an analysis of  Husband and/or  Wife's separate property claims relating to \_\_\_\_\_.
- Prepare an analysis and quantification of  Husband's  Wife's reimbursement claims for \_\_\_\_\_.
- Calculate  child and/or  spousal support arrearages including interest due.
- Assist with settlement.
- Other: \_\_\_\_\_.

B. If there is any dispute over the scope of the work, the EXPERT may request a conference call with the Court and the attorneys according to the provisions in paragraph 106 below. EXPERT may need to quantify more than one result based on contrary legal positions or contrary positions of the parties.

**102. FACTS:**

- A. The parties' date of marriage is \_\_\_\_\_.
- B. The parties' date of separation is:
  - Agreed as \_\_\_\_\_
  - Disputed. The claims of the parties are:
    - Petitioner: \_\_\_\_\_
    - Respondent: \_\_\_\_\_

**103. COMPENSATION:**

- A. Under most circumstances the Expert will request that the parties and their counsel execute a fee schedule or engagement agreement before they will accept the assignment contained in this Order.
- B. Payment of Fees and Retainer shall be as follows:

- (1) The retainer of the EXPERT, in the amount of \$\_\_\_\_\_ will be paid within 15 days of the hearing date and will be applied to the final invoice. Any unused portion of the retainer will be refunded by EXPERT at the conclusion of EXPERT's services.
- (2) The retainer shall be paid as follows:
- (a)  The Petitioner shall pay the EXPERT the sum of \$\_\_\_\_\_ forthwith.  
 The Respondent shall pay the EXPERT the sum of \$\_\_\_\_\_ forthwith.
- (b)  The retainer shall be withdrawn by either party from:  
 Financial institution: \_\_\_\_\_  
 Account number: \_\_\_\_\_
- (c)  The party listed below shall pay the entire retainer forthwith:  
 Petitioner  
 Respondent
- (d)  Other: \_\_\_\_\_  
 \_\_\_\_\_
- (e)  The provision for the payment of the retainer is without prejudice; the Court retains jurisdiction to later order a different allocation of payment, as between parties.
- (3) The billed amounts shall be paid on a timely basis as follows:
- (a)  By withdrawal from the account located at \_\_\_\_\_ account number \_\_\_\_\_. Either party is authorized to make such withdrawal.
- (b)  The \_\_\_\_\_ Petitioner and \_\_\_\_\_ Respondent shall pay the billed amounts within 15 days receipt of invoice in the following percentages:  
 Petitioner \_\_\_\_\_%  
 Respondent \_\_\_\_\_%
- (c)  Other: \_\_\_\_\_  
 \_\_\_\_\_
- (d)  The provision for the payment of the billed amounts is without prejudice; the Court retains jurisdiction to later order a different allocation of payment, as between the parties.

**104. DOCUMENTS AND INFORMATION:**

- A. The tasks assigned to the EXPERT cannot be completed without the necessary documents and information.
- B. The parties shall provide all records requested by the EXPERT, subject to objections based on privilege, within twenty (20) days of receipt of a written request.
- C. Each party shall provide timely responses to questions propounded by the EXPERT.
- D. If requested by the EXPERT, the parties shall provide the EXPERT with written authorizations directing third parties to provide documents, records and/or information.

**105. COMMUNICATION:**

A. The EXPERT shall have the right to initiate contact with any party or their counsel, ex parte. In the event that counsel for any party, or any party, communicates with the EXPERT in writing, said counsel, or party, shall send a copy of such communications to the opposing counsel, or if the party is pro per, to such party directly.

B. The attorneys shall notify EXPERT of all court dates. The EXPERT may participate telephonically regarding scheduling of meetings and/or hearings and the status of EXPERT's work.

#### **106. DISPUTES:**

EXPERT may initiate contact with the Court to obtain the Court's assistance in resolving disputes relating to the completion of the Expert's assignment, such as, but not limited to, the production of documents, the scope of the assignment, scheduling of court appearances, the payment of EXPERT'S fees, or any issue related to a breach of this Order.

A. Prior to initiating such contact with the Court, EXPERT shall give written notice to each side of the nature of the dispute and EXPERT's intention to notify the Court at least two business days prior to contacting the court.

B. At the direction of the Court's clerk, contact by the EXPERT with the court shall be by letter, by telephone conference call, by declaration or by motion filed by the EXPERT.

C. Any telephone conference call shall include counsel for the parties.

D. Any written communication shall be copied to counsel for the parties or the party if the party is in pro per.

#### **107. PROCEDURES FOR REPORTING:**

A. At any time the EXPERT shall be entitled to provide a status report to the Court. The status report shall be communicated according to paragraph 106 above.

B. The parties agree to meet with the EXPERT and counsel after he/she has finished his/her report.

C. Alternatively, the EXPERT may choose to distribute a draft report to counsel for the parties, or to the parties directly if they are in pro per. At such meeting, or within 10 days of meeting or receipt of report, the parties agree to provide to the EXPERT, in writing, any and all objections to the findings and conclusions, any additional factual information they believe the EXPERT should consider and/or any errors they believe the EXPERT made.

D. If 10 days is not sufficient, counsel for the parties, or the party if the party is in pro per, may request additional time, up to a maximum of 30 days. Expert's report not being delivered to the court and counsel for the parties, or the party if the party is in pro per, at least 10 days prior to the hearing or trial, will be grounds for a continuance.

E. The final report of the EXPERT shall be sent to Court and copies provided to counsel for the parties, provided that the parties have complied with the provisions set forth herein including the COMPENSATION AND DOCUMENTS AND INFORMATION provisions.

F. The final report of the EXPERT shall be admitted into evidence at any hearing or trial in this matter, over any hearsay and foundation objections, subject to cross examination.

G. If either party wishes to cross-examine the EXPERT, that party will give EXPERT no less than five (5) business days written notice and shall advance the fees requested by EXPERT to prepare for and appear at the hearing, subject to reimbursement or reallocation by the court. Fees for preparing and appearing, as requested by EXPERT shall be tendered no less than two (2) business days prior to the appearance.

H. If at any point the provisions regarding compensation of this Order, or the engagement agreement between the parties and the Expert, have not been complied with, the Expert shall be entitled to stop all work or refuse to issue their draft and/or final report.

**108. ENFORCEMENT BY EXPERT:**

A. The EXPERT shall have the right to initiate and shall have standing to bring in his or her own name a motion in this action to enforce the COMPENSATION, DOCUMENTS AND INFORMATION provisions of this Order.

B. The court shall determine whether said motion will be heard in this proceeding or in another department.

**109. WITHDRAWAL BY EXPERT:**

A. EXPERT shall have the right to withdraw at any time as a result of a breach of the foregoing provisions regarding COMPENSATION, DOCUMENTS AND INFORMATION, or if at any time EXPERT determines that he/she cannot complete the assignment.

B. EXPERT shall, upon determining that said conditions exist, notify the Court and counsel for the parties in writing of the fact of his/her withdrawal, and the circumstances giving rise to the need to withdraw.

C. Fees earned up until the time of withdrawal are due to EXPERT.

**110. EXECUTION OF THIS ORDER:**

A. The parties and their respective counsel shall sign and return this Order within five (5) days of receipt of this Order.

B. If EXPERT does not receive signed originals within such five day period, EXPERT shall notify the court in writing that it has not received signed originals of this Order from all parties with a copy of such notice to the parties counsel.

C. EXPERT shall not be obligated to commence work until EXPERT has received an executed copy of this Order.

**STIPULATION FOR ENTRY OF ORDER**

The parties hereto stipulate that the Court may enter the foregoing as an Order, each party waiving the right to request a statement of decision, the right to notice of entry and the right to appeal there from.

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

\_\_\_\_\_ Petitioner

\_\_\_\_\_ Address

\_\_\_\_\_ Telephone

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

\_\_\_\_\_ Respondent

\_\_\_\_\_ Address

\_\_\_\_\_ Telephone

Approved as to form and content:

\_\_\_\_\_  
Attorney for Petitioner

\_\_\_\_\_  
Attorney for Respondent

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone/Fax

\_\_\_\_\_  
Phone/Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judicial Officer of the Superior Court