

Attorney for

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

IN RE MARRIAGE OF:)	CASE NO: _____
)	
_____,)	
)	
Petitioner,)	STIPULATION AND ORDER FOR
)	APPOINTMENT OF REAL ESTATE EXPERT
-and-)	
)	
_____,)	
)	
Respondent.)	
)	
)	
_____)	

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:

Shannon Rose a California Licensed Real Estate Salesperson, (referred to as “Expert”
or “Ms. Rose”) is appointed as the Court’s Expert to act as a listing agent and perform other
such duties as approved by the Court and/or identified herein. These duties extend to the
licensed staff who are parties to the Listing Agreement.

Ms. Rose's contact information is as follows:

Address: 16780 Lark Avenue #A

Los Gatos, CA 95032

Telephone: 408-348-4209

Email: DivorceRealtor@RoseGroupRE.com

TASKS AND SCOPE OF EXPERT: Ms. Rose is deemed qualified to perform all of the tasks provided to act as a listing agent, inclusive of the following functions:

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

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

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

The parties shall contact Ms. Rose' office within ____ calendar days.

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

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

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

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

(7) Testify before the Court, as necessary.

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

To the extent that any party’s request of Ms. Rose is contrary to the then current Court Orders, the parties acknowledge and understand that they must petition the court for alternate orders since Ms. Rose will not act against Court Orders. It is understood Ms. Rose must act in a neutral capacity in order to discharge obligations owed to the Court. Ms. Rose cannot and will not give any type of legal advice.

In addition, as an Expert, Ms. Rose cannot take sides in any dispute between the parties.

Other Orders: _____

LISTING AGREEMENT

Under most circumstances, Ms. Rose will require the parties to execute a real estate Listing Agreement. An addendum to the Listing Agreement or Disclosure, as applicable, will also be provided to the parties explaining Ms. Rose’ duties as the listing agent. The Listing Agreement is entered into with the titled owners(s) of the real property to be sold. In the circumstance where one of the parties to the pending Court action is not on title to the real property, they will not be required to sign any documents pertaining to the listing and sale of the property; however, if required, Ms. Rose must act per the order of the Court and keep the

non-titled party informed of all critical matters involving the transaction, since the Court has jurisdiction and will adjudicate the rights and responsibilities of all parties.

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. Rose shall notify any and all attorneys and, if necessary, seek direction from the Court.

The Listing Agreement shall be executed within _____ calendar days.

DOCUMENTS AND INFORMATION

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

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

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

COMMUNICATIONS

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

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

DISPUTES

Ms. Rose will work directly with the parties to reach mutual agreement on terms of the real estate transaction, such as, but not limited to, the production of documents, acceptance of offers, showing of real property, repairs to real property, other transactional issues, and any issue related to this Order or other Court Orders.

A. After dutiful attempts to reach mutual agreement, should there be an impasse, Ms. Rose shall communicate to each party's counsel by email with a detailed accounting of the issue, the steps taken to resolve, Ms. Rose's recommendations, and a timeline for response.

B. Should the matter be heard before the Court, Ms. Rose may provide a written report to the Court and testify if called upon to do so.

C. The parties agree that Ms. Rose's report shall be admitted into evidence subject to cross examination.

D. If at any point the parties do not comply with this Order, Ms. Rose may cease work until further orders from the Court or such compliance.

ESCROW INSTRUCTIONS: PROCEEDS DIVISION AND DISTRIBUTION

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

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

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

Petitioner is entitled to \$ _____;

Respondent is entitled to \$ _____;

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

Other Instructions: _____

SANCHEZ WAIVER

Petitioner and Respondent agree the Expert’s written reports shall be admitted into 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.

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**