

<p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA</b></p> <p>STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:</p>	<p><i>FOR COURT USE ONLY</i></p>
<p>PETITIONER/PLAINTIFF:</p>	
<p>RESPONDENT/DEFENDANT:</p>	
<p><b>ORDER APPOINTING ACCOUNTING EXPERT</b>  <input type="checkbox"/> By Stipulation    <input type="checkbox"/> After Hearing</p>	<p>CASE NUMBER:</p>

This proceeding was heard on (date): \_\_\_\_\_ at (time): \_\_\_\_\_ in Dept.: \_\_\_\_\_  
 by Judge (name): \_\_\_\_\_  Temporary Judge  
 Petitioner present  Attorney present (name): \_\_\_\_\_  
 Respondent present  Attorney present (name): \_\_\_\_\_  
 Other present  Attorney present (name): \_\_\_\_\_  
 on the Request for Order or motion filed on (date): \_\_\_\_\_ by (name): \_\_\_\_\_

By stipulation of the parties attached hereto (no appearance).

Good cause appearing, **THE COURT ORDERS:**

1. Appointment of the expert

(Name): \_\_\_\_\_ (E-mail): \_\_\_\_\_  
 (Address): \_\_\_\_\_ (Telephone): \_\_\_\_\_

is appointed as the Court's expert under Evidence Code Section 730. The expert must be impartial and must function at the request of the Court and pursuant to this Court order. The expert is deemed qualified to perform the following tasks and must 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.

2. The scope of the expert's tasks shall be as follows:

- a.  Provide an analysis of cash flow available for cash flow available for support for
  - (1)  Petitioner
  - (2)  Respondent
- b.  Perform an analysis of the community property interest in the business known as (specify): \_\_\_\_\_ as of the most practical date nearest (specify): \_\_\_\_\_
- c.  Prepare a valuation of the community interest in stock options or other forms of money interests, such as bonds, notes, mutual funds, and retirement and pension plans, in (specify): \_\_\_\_\_
- d.  Calculate the income tax consequences of (specify): \_\_\_\_\_
- e.  Calculate the community and separate property interest in real property located at (address): \_\_\_\_\_
- f.  Prepare a written tracing of (specify): \_\_\_\_\_
- g.  Prepare an analysis of  the petitioner's  the respondent's separate property claims relating to (specify): \_\_\_\_\_
- h.  Prepare an analysis of  the petitioner's  the respondent's reimbursement claims for (specify): \_\_\_\_\_

- i.  Calculate  child support  the spousal support arrearages including interest due.
- j.  Assist with settlement.
- k.  Prepare the Marital Standard of Living Analysis:
- l.  Other:

**3. Compensation**

a. A retainer of \$\_\_\_\_\_ must be paid within \_\_\_\_\_ days of the date of this order and will be applied to the final invoice. Any unused portion of the retainer will be refunded by the expert at the conclusion of the expert's services.

- (1)  The petitioner to pay \$\_\_\_\_\_ within (specify number of days): \_\_\_\_\_  
 The respondent to pay \$\_\_\_\_\_ within (specify number of days): \_\_\_\_\_
- (2)  The petitioner to pay the following percentage of the expert's retainer (specify %): \_\_\_\_\_ within (days): \_\_\_\_\_  
 The respondent to pay the following percentage of the expert's retainer (specify %): \_\_\_\_\_ within (days): \_\_\_\_\_
- (3)  Other (specify compensation terms):

- b.  The Court retains jurisdiction to order a different allocation of payment of the retainer, as between parties.
- c.  The Court retains jurisdiction to order a different allocation of payment of billed amounts between the parties.
- d. The expert may request that the parties execute a fee schedule or engagement agreement before accepting the assignment contained in this order.

**4. Documents and Information**

- a. The parties must provide all records requested by the expert, within 20 days of receipt of a written request.
- b. Each party must provide written responses to questions propounded by the expert within 10 days.
- c. If requested by the expert, the parties must provide written authorization directing third parties to provide documents, records, or other information.

**5. Communication**

- a. The expert may contact any party or attorney without the other party or attorney present. If an attorney for any party, or any party, communicates with the expert in writing, a copy of the communication must be provided to the other party at the same time.
- b. The attorneys must notify the expert of all Court dates. The expert may communicate by telephone with either party regarding the scheduling of meetings or hearings and the status of the expert's work.

**6. Reporting**

- a. The expert may provide a status report to the Court at any time. The status report must be provided to both parties at the same time as it is provided to the Court.
- b.  The parties must meet with the expert when the report is completed.
- c.  Instead of meeting with the parties when the report is completed, the expert may distribute a draft report to the parties.
- d. The parties must submit any objections to the draft report, any additional factual information they believe the expert should consider, or note any errors they believe the expert has made within 10 days unless the expert agrees to provide additional time, which may not exceed 30 days.

e. The expert's final report must be sent to the Court and copies provided to the parties, provided that the parties have complied with the provisions of this order, including the compensation, documents and information provisions.

f.  The expert's final report will 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 must give the expert at least five business days written notice and must advance the fees requested by the 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 the expert must be paid at least two business days before the appearance.

h. If at any point the provisions regarding compensation of this order, or any engagement agreement between the parties and the expert, have not been complied with, the expert may stop all work and not issue a draft or final report.

**8. Enforcement by the expert**

The expert may bring a motion in this action to enforce the provisions of this order.

**9. Withdrawal of the expert**

a. The expert may withdraw at any time as a result of the failure of a party to comply with the terms of this order or at any time the expert determines that the expert cannot complete the assignment. The expert must notify the Court and the parties in writing of the facts that form the basis of the need to withdraw.

b. Fees earned up until the time of withdrawal are due to the expert.

**10. Commencement of work**

The expert is not required to begin work until the expert has been served with a copy of this order and has received payment of a retainer.

**11. Duty of parties if the expert is unavailable**

The parties must promptly advise the Court if the expert is unable or unwilling to accept the appointment.

12.  A hearing is set for (date): \_\_\_\_\_ at (time): \_\_\_\_\_ in Dept.: \_\_\_\_\_

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

\_\_\_\_\_  
Judicial Officer

**STIPULATION FOR ENTRY OF ORDER**

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

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

\_\_\_\_\_  
PETITIONER

\_\_\_\_\_  
RESPONDENT

\_\_\_\_\_  
ATTORNEY FOR PETITIONER

\_\_\_\_\_  
ATTORNEY FOR RESPONDENT