

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name & Address):		FOR COURT USE ONLY
Telephone No.:	Fax No. (Optional):	
E-Mail Address (Optional):		
ATTORNEY FOR (Name):	Bar No.:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE		
JUSTICE CENTER:		
<input type="checkbox"/> Lamoreaux – 341 The City Drive, Orange, CA 92868-3205 <input type="checkbox"/> Central – 700 Civic Center Drive West, Santa Ana, CA 92701		
PETITIONER:		
RESPONDENT:		
ORDER APPOINTING EXPERT (EC §730)		CASE NUMBER:

1. APPOINTMENT OF EXPERT:

_____ (referred to as "EXPERT") is appointed as the Court's EXPERT under California Evidence Code section 730 unless EXPERT notifies the Court within 10 days of notification that EXPERT chooses not to accept the appointment. The EXPERT's contact information is:

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

2. TASKS OF EXPERT:

A. 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.

Perform an analysis of Petitioner's Respondent's income 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 Petitioner's Respondent's separate property claims relating to:

_____.

Prepare an analysis and quantification of Petitioner's Respondent's reimbursement claims:

_____.

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 or self-represented parties according to the provisions in paragraph 7 below.

3. 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: _____

4. 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 will be as follows:

(1) The retainer of the EXPERT in the amount of \$_____ will be paid forthwith within _____ days 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 will be paid as follows:

(a) The Petitioner must pay EXPERT the sum of \$_____.

(b) The Respondent must pay the EXPERT the sum of \$_____.

(c) The party listed below must pay the entire retainer:

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, between the parties.

(3) The billed amounts must be paid on a timely basis as follows:

(a) By withdrawal from the account located at _____, account number (last four digits) _____. Either party is authorized to make such withdrawal.

(b) The Petitioner and Respondent must pay the billed amounts within 15 days receipt of invoice in the following percentages:

Petitioner _____ %

Re spondent _____ %

(c) Other: _____

_____.

(d) The provision for the payment of the billed amounts is without prejudice; the Court retains the jurisdiction to later order a different allocation of payment, between the parties.

5. DOCUMENTS AND INFORMATION

- A. The tasks assigned to the EXPERT cannot be completed without the necessary documents and information.
- B. The parties must 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 must provide timely responses to questions of the EXPERT.
- D. If requested by the EXPERT, the parties must provide the EXPERT with written authorizations directing third parties to provide documents, records and/or information.

6. 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, must send a copy of such communications to the opposing counsel, or if the party is self-represented, to such party directly.
- B. The attorneys must 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.



7. 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 must 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 must be by letter, by telephone conference call, by declaration or by motion filed by the EXPERT.
- C. Any telephone conference call must include parties and their counsel, if represented.
- D. Any written communication must be copied to counsel for the parties or the party if the party is in self-represented.

8. PROCEDURES FOR REPORTING

- A. At any time the EXPERT shall be entitled to provide a status report to the Court. The status report must be communicated according to the provision above.
- B. The parties agree to meet with the EXPERT and counsel after the report is finished.
- C. Alternatively, the EXPERT may choose to distribute a draft report to counsel for the parties, or to the parties directly if they are self-represented. 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 self-represented, 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 self-represented, at least 10 days prior to the hearing or trial, will be grounds for a continuance.
- E. The final report of the EXPERT must 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 must 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 must advance the fees requested by EXPERT to prepare for and appear at the hearing, subject to reimbursement or reallocation of the court. Fees for preparing and appearing, as requested by EXPERT must 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 or final report.

Dated:

JUDGE/COMMISSIONER OF THE SUPERIOR COURT