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MEYER, OLSON, LOWY & MEYERS, LLP  
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Marie A. LaMolinara, Esq., State Bar No. 226314

Attorneys for Respondent,  
ALICE EVANS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

In re the Marriage of  
Petitioner: IOAN GRUFFUDD  
and  
Respondent: ALICE EVANS

Case No.: 21STFL02019  
JUDGE JOSH FREEMAN STINN  
Department 6

**STIPULATION AND ORDER RE  
LISTING AND SALE OF REAL  
PROPERTY AND ORDERS FOR  
DISTRIBUTION OF NET SALES  
PROCEEDS IN CONNECTION  
THEREWITH**

HEARING DATE:  
Date: January 25, 2023  
Time: 8:30 a.m.  
Dept.: 6

IT IS HEREBY STIPULATED by and between Petitioner, IOAN GRUFFUDD (“Petitioner”), individually and through his attorneys of record, Anne C. Kiley, Esq. and Katherine M. Heersema, Esq. of Elkins Kalt Weintraub Reuben Gartside LLP, and Respondent, ALICE EVANS (“Respondent”),<sup>1</sup> individually and through her attorney of record, Marie A. LaMolinara, Esq. of Meyer, Olson, Lowy & Meyers, LLP, as follows:

1. The Parties, joined by their respective attorneys of record, hereby acknowledge that Petitioner filed his pending Request for Order on December 2, 2022 (“Petitioner’s RFO”), seeking an order to list and sell the Parties’ former family residence located on La Jolla Avenue (“La Jolla Residence”).<sup>2</sup> The hearing on Petitioner’s RFO is currently scheduled for 8:30 a.m. on January 25,

<sup>1</sup> Petitioner and Respondent are collectively referred to as the “Parties” and individually as a “Party.”  
<sup>2</sup> For the protection of Respondent and the Parties’ minor children, the Parties hereby agree to withhold disclosure of the full residential address of their former family residence, which is easily identified as it is the

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1 2023, in Department 6 of the Los Angeles Superior Court.

2 2. To resolve all issues pending in Petitioner’s RFO, which shall forthwith be taken off  
3 calendar with prejudice, the Parties hereby stipulate and agree as follows:

4 a. The Parties shall forthwith cooperate to list for sale and sell the La Jolla  
5 Residence.

6 b. Petitioner shall utilize Rosalie Klein (“Ms. Klein”), DRE#:1115025 of The  
7 Agency as his listing agent and Respondent shall utilize Brianna Deutsch (“Ms. Deutsch”),  
8 DRE#:01752007 of Rodeo Realty, Inc. as her listing agent, and Ms. Klein and Ms. Deutsch shall  
9 jointly list the La Jolla Residence for sale. Each Party shall instruct his/her respective listing agent  
10 to provide him/her with all information related to the listing and sale of the La Jolla Residence.

11 c. The Parties shall cooperate and share joint decision-making authority over all  
12 aspects of the listing and sale of the La Jolla Residence, including, but not limited to, determination  
13 of a listing price and adjustment of same, if appropriate, the terms of sale, accepting and providing  
14 counteroffers, and implementing escrow conditions and instructions.

15 d. The Parties shall submit agreed upon counteroffers to any offers for purchase  
16 within 48 hours of receipt of any offer, unless otherwise agreed to by the Parties in writing or  
17 ordered by the Court.

18 e. The La Jolla Residence shall be made available for showings within 24 hours'  
19 written notice by the listing agent(s).

20 f. All communications between the Parties regarding the listing and sale of the  
21 La Jolla Residence shall occur through their respective listing agents, not directly to one another.  
22 Such communication(s) made indirectly through third parties shall in no way be deemed a violation  
23 of the existing restraining order.

24 g. Unless otherwise agreed by Respondent in writing, the terms of sale shall  
25 include an at least 30-day option for lease back after the close of escrow to provide Respondent  
26 with at least 30 days from the close of escrow to relocate and move to another residence.

27 h. The Parties shall cooperate to execute all documents reasonably necessary to  
28 effectuate a transfer of title to the La Jolla Residence from Wayne Mejia, Trustee of the Angel Trust  
29 Dated February 28, 2006, into the names of the Parties jointly and as otherwise deemed necessary  
30 to facilitate the Parties’ ability to list for sale and sell the La Jolla Residence.

31 i. Subject to the distributions required hereinbelow, all remaining net sales  
32

only real property in which either Party has an interest.

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1 proceeds received from the sale of the La Jolla Residence, after distribution(s) to each Party and  
2 their respective counsel as set forth below, and payment of the mortgage, property taxes, closing  
3 costs and fees, and realtors' commissions related to the sale, shall be transferred by escrow directly  
4 into a blocked financial account maintained jointly in the names of the Parties which shall be  
5 opened for the purpose of holding said proceeds ("Blocked Account"). The Parties shall cooperate  
6 and execute all documents reasonably necessary to open said Blocked Account within five (5)  
7 business days of the opening of escrow for the sale of the La Jolla Residence. Each Party shall be  
8 designated as signatories on the Blocked Account and no transfers, deposits, distributions or  
9 withdrawals of the funds held in the Block Account shall be made without the prior written  
10 agreement signed by both Parties and his/her counsel or a Court order. No debit cards or checks  
11 shall be issued on the Blocked Account to either Party.

12           j.       Forthwith upon the close of escrow, the Parties shall instruct escrow to make  
13 the following distributions:

14                   1.       The sum of \$110,000 shall be distributed to each Party, for a total  
15 distribution of \$220,000, subject to characterization, allocation and chargeability at the time of trial.

16                   2.       The sum of \$90,000 shall be distributed to the law firm of Elkins Kalt  
17 Weintraub Reuben Gartside LLP, on account for Petitioner's attorneys' fees and costs, subject to  
18 characterization, allocation and chargeability at the time of trial.

19                   3.       The sum of \$90,000 shall be distributed to the law firm of Meyer,  
20 Olson, Lowy & Meyers, LLP, on account for Respondent's attorneys' fees and costs, subject to  
21 characterization, allocation and chargeability at the time of trial.

22           k.       The Court shall retain jurisdiction to resolve any disputes regarding the  
23 listing and sale of the La Jolla Residence, including the listing price, adjustments in listing price,  
24 counteroffers, terms and sale and acceptance and may do so on *ex parte* application of either Party  
25 provided that notice is provided by 10:00 a.m. the day prior to the hearing of the *ex parte*  
26 application.

27           3.       The Parties acknowledge and agree that each Party has read the within Stipulation  
28 and Order; has been represented and advised fully by counsel of his/her own choosing at all stages  
29 of the negotiations associated therewith; is fully aware of the content and legal effect; and has  
30 entered into the within Stipulation and Order voluntarily and free of any duress, undue influence, or  
31 presently known or suspected fraud.

32           4.       Each Party, by his/her signature below, agrees that the Parties' execution of this

1 Stipulation and Order renders all terms and conditions set forth herein enforceable as of the  
2 effective date (i.e., the last signature date on which this Stipulation and Order is signed by the  
3 Parties and their respective counsel), irrespective of whether said Stipulation and Order is entered as  
4 an Order of this Court. In that regard, this Stipulation and Order shall not depend upon entry as a  
5 California Court Order for its effectiveness and/or enforceability.

6 5. This Stipulation and Order may be executed in counterparts which shall be deemed  
7 to be an original. Electronic signatures and/or the signature pages of this Stipulation and Order  
8 transmitted by facsimile, electronic mail, or any other electronic means intended to preserve the  
9 original graphic and pictorial appearance, shall likewise be deemed an original pursuant to  
10 California *Rules of Court*, Rule 2.305(d), and California *Civil Code*, §1633.7, respectively.

11 **IT IS SO STIPULATED:**

12  
13 Dated: January \_\_\_, 2023

By: Electronic Signature Attached  
IOAN GRUFFUDD,  
Petitioner

14  
15  
16 Dated: January 24, 2023

Alice Evans  
By: Alice Evans (Jan 24, 2023 11:13 PST)  
ALICE EVANS,  
Respondent

17  
18  
19 **APPROVED AS TO FORM:**

20 Dated: January \_\_\_, 2023

ELKINS KALT WEINTRAUB REUBEN  
GARTSIDE LLP

21  
22 By: Electronic Signature Attached  
ANNE C. KILEY, ESQ.  
KATHERINE M. HEERSEMA, ESQ.  
Attorneys for Petitioner

23  
24  
25 Dated: January 24, 2023

MEYER, OLSON, LOWY & MEYERS, LLP

26  
27 By: Marie LaMolinara  
MARIE A. LAMOLINARA, ESQ.  
Attorneys for Respondent

28  
29 **HAVING BEEN SO STIPULATED, IT IS SO ORDERED.**

30 DATED:

31  
32 HONORABLE JOSH FREEMAN STINN  
JUDGE OF THE SUPERIOR COURT

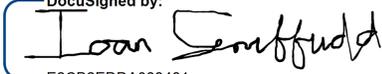
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11 **IT IS SO STIPULATED:**

12  
13 Dated: January 24, 2023

DocuSigned by:  
  
E2CB2EDDA083481...  
By: IOAN GRUFFUDD,  
Petitioner

14  
15  
16 Dated: January \_\_, 2023

By: Electronic Signature Attached  
ALICE EVANS,  
Respondent

17  
18  
19 **APPROVED AS TO FORM:**

20 Dated: January 24, 2023

ELKINS KALT WEINTRAUB REUBEN  
GARTSIDE LLP

By:   
ANNE C. KILEY, ESQ.  
KATHERINE M. HEERSEMA, ESQ.  
Attorneys for Petitioner

21  
22  
23  
24  
25 Dated: January \_\_, 2023

MEYER, OLSON, LOWY & MEYERS, LLP

By: Electronic Signature Attached  
MARIE A. LAMOLINARA, ESQ.  
Attorneys for Respondent

26  
27  
28  
29 **HAVING BEEN SO STIPULATED, IT IS SO ORDERED.**

30 DATED:

31  
32 HONORABLE JOSH FREEMAN STINN  
JUDGE OF THE SUPERIOR COURT