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Superior Court of California
County of Los Angeles

JUN 23 2010

John A. Clarke, Executive Officer/ Clerk
By: E. Wright, Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

12 In re Marriage of:) CASE NO. BD 505005
13)
14 Petitioner: KELIS ROGERS)
15 and)
16 Respondent: NASIR JONES)
17)
18) Hon. David Cunningham, III

19 UPON SHOWING OF GOOD CAUSE THE COURT FINDS THAT:

20 ~~IT IS HEREBY STIPULATED~~ by Petitioner, Kelis Rogers, and Respondent,
21 Nasir Jones, and approved as to form only by their respective attorneys of record that
22 the Court shall enter the following orders:

23 1. Respondent is entering into a repayment plan for past due arrears and
24 current mortgage payments with American Home Mortgage Servicing, Inc. (hereinafter
25 "AHMSI") with respect to [REDACTED] (hereinafter
26 "Kenilworth"). This plan requires to Respondent to pay AHMSI \$17,500 as condition
27 precedent to the re-payment plan set forth below. Except for the payment of the
28 aforementioned \$17,500 and credit in that amount against spousal support arrears as
described below, this ~~stipulation~~ ^{ORDER} is contingent upon AHMSI's acceptance of the
repayment plan set forth herein.

1 2. Per AHMSI, as of June 9, 2010, the total mortgage arrears due is
 2 \$52,989.22. Per the repayment plan, following payment of \$17,500 per paragraph 1
 3 above, Respondent shall, for 7 months or sale of the **Kenilworth**, whichever first
 4 occurs, pay a continuing monthly mortgage payment on **Kenilworth** of \$14,229.61,
 5 allocable \$7,803.77 for the current mortgage payment and \$6,425.84 for the mortgage
 6 arrears. In the event **Kenilworth** is not sold, beginning the 8th month of this repayment
 7 plan, Respondent shall pay a continuing monthly mortgage \$7,803.77. These
 8 payments shall be made by Respondent until **Kenilworth** is sold or otherwise modified
 9 per express written agreement of the parties or order of Court.

10 3. In consideration of making the aforementioned direct payments to AHMSI
 11 as described in paragraphs 1 and 2 above, such payments shall be in lieu of and
 12 Respondent shall be given an offset / credit against his spousal support arrears now
 13 due and owing Petitioner totaling \$299,016.50, payable at the rate of \$10,000 per
 14 month, per the Court order of April 12, 2010. The amount of the offset / credit shall be
 15 in an amount equivalent to the amount of the payments made by Respondent under
 16 this ~~Stipulation~~ ^{ORDER} to the extent such mortgage payments are otherwise the obligation of
 17 Petitioner to pay per the Court order on December 9, 2009, which order requires
 18 Petitioner to pay the monthly mortgage commencing December 1, 2009. In the event
 19 **Kenilworth** is sold before all mortgage payments otherwise owed by Petitioner are
 20 paid, one-half of the balance of Petitioner's obligation for such mortgage payments as
 21 of the close of escrow and paid through escrow, shall further be deducted from the
 22 then existing balance of support arrears owed by Respondent per the Court order on
 23 April 12, 2010. After **Kenilworth** is sold and escrow is closed, Respondent's
 24 obligation to pay the remaining monthly spousal support arrears, if any, shall resume at
 25 the rate of \$10,000 per month until the remaining balance is paid in full.

26 4. Petitioner shall be awarded the interest deduction for all mortgage
 27 payments paid on **Kenilworth** by Respondent pursuant to this Stipulation, which would
 28 otherwise be Petitioner's obligation to pay commencing December 1, 2009. All credits

1 awarded to Respondent herein, are subject to the review by the parties of the
2 mortgage payment history provided by AHMSI, and may be adjusted so as to be
3 consistent with prior court orders as to payment of the Kenilworth mortgage.
4 Respondent will be entitled to credit for the mortgage payments per this Stipulation
5 against support arrears which mortgage payments are otherwise the obligation of
6 Petitioner to pay commencing December 1, 2009. The foregoing credit against
7 spousal support arrears shall be deductible on Respondent's federal and state income
8 tax returns, and shall be reported as income on Petitioner's federal and state income
9 tax returns in the year paid. Respondent shall provide Petitioner copies of all mortgage
10 payment histories provided by the lender for Kenilworth, within 7 days of receipt of
11 such records from the lender.

12 5. Within 15 days of the execution of this ^{ORDER} stipulation by the parties herein,
13 Kenilworth shall immediately be listed for ^{sale} on terms and conditions agreed to by the
14 parties, including selection of the listing broker(s) and the parties shall cooperate in
15 good faith to sell Kenilworth as soon as is reasonably practicable. Each party shall
16 promptly, upon request of the other or counsel of the other party, execute,
17 acknowledge and deliver any and all documents necessary or desirable to carry out the
18 listing and sale of Kenilworth. Should a party be required to execute and deliver such
19 documents fail to do so within 48 hours ^{excluding legal holidays and weekends} after ^{written} demand has been made therefor, then,
20 and in that event, the other party may make application to the Court, accompanied by
21 the minimum of 48 hours' ex parte notice of such application to the other party, in order
22 to carry out such orders as may be necessary to obtain the execution of said
23 documents and to obtain delivery of same to the party entitled thereto; and, the Clerk
24 of the Court or the Assistant Clerk of the Los Angeles Superior Court may sign in place
25 of the other party pursuant to the request of the party making the application. In the
26 event of any dispute concerning the listing or sale of Kenilworth, the Court may
27 determine the matter on ex parte application of either party, with 48 hours' telephonic
28 notice to the other party.

1 6. The listing broker shall inspect **Kenilworth** and may make
 2 recommendations for work to enhance the property's marketability for sale. Any work,
 3 repairs or improvements recommended by the listing broker, shall be paid equally by
 4 the parties provided each party consents to such work, repair or improvement, which
 5 consent shall not be unreasonably withheld.

6 7. During the period that Petitioner occupies **Kenilworth**, upon a minimum
 7 of ⁴⁸~~24~~ hours' advance ^{written} notice, Petitioner shall permit the listing broker to have
 8 reasonable access to the residence at all reasonable times for purposes of preparing to
 9 show and showing the property to potential buyers and the residence shall be in clean
 10 condition for the showings. During listing and escrow, Petitioner shall permit
 11 inspectors, appraisers and the like reasonable access to **Kenilworth** to facilitate
 12 carrying out the terms of listing or escrow. *Notice to be given to petitioner's counsel of*
 13 *record by fax and email.*

14 8. The sellers' net proceeds from the sale of **Kenilworth**, after payment of
 15 costs of sale and encumbrances of record, shall be placed in a blocked account
 16 agreed upon by the parties. Escrow Instructions shall be prepared and submitted
 17 providing the identity of the blocked account for the sale proceeds, prior to close of
 18 escrow; and the sale proceeds shall remain in such blocked account until further order
 19 of court or express written agreement of the parties. *and counsel of record.*

20 9. In the event that **Kenilworth** is sold to a third party as described above,
 21 each party shall be responsible for tax reporting and payment of one-half of any capital
 22 gain on the sale of **Kenilworth** and each party shall be entitled to claim one-half of the
 23 basis. *within 60 days of the close of escrow on the sale of the Kenilworth*
 24 *property, the parties shall meet & confer to arrive at a mutually*
 25 *agreed upon number, that will represent the parties basis in the*
 26 *subject property for purposes of computing the capital gain, if any,*
 27 *and/or corresponding capital gain tax, if any, which they shall*
 28 *report to any applicable taxing authority in connection with the*
sale. Neither party shall report in a manner inconsistent with
the agreed upon basis amount. The court shall reserve jurisdiction,
including without limitation, on 48 hr ex-parte notice, to
resolve any dispute regarding the amount of the basis, in
the event the parties cannot agree themselves.

10 (Below)

1 10. This Stipulation may be executed by the parties and counsel in
2 counterpart and by facsimile transmission, any combination of which shall be deemed
3 an original and may be filed with the Court.

4 THE FOREGOING IS AGREED TO BY:

5 Dated: _____, 2010

~~KELIS ROGERS, Petitioner~~

7 Dated: _____, 2010

~~NASIR JONES, Respondent~~

10 APPROVED AS TO FORM:

11 Dated: _____, 2010

~~WASSER, COOPERMAN & CARTER, P.C.~~

13 By _____

~~LAURA A. WASSER
Attorneys for Petitioner
KELIS ROGERS~~

15 Dated: _____, 2010

~~KAPLAN & SIMON, L.L.P.~~

18 By _____

~~MARK VINCENT KAPLAN
Attorneys for Respondent
NASIR JONES~~

20 IT IS SO

21 APPROVED AND ORDERED:

22 Dated: JUN 23 2010

DAVID S. CUNNINGHAM III

JUDGE DAVID CUNNINGHAM, III
Los Angeles Superior Court

23
24 #10 Petitioner shall not be responsible for ~~any~~ any late
25 fees for non payment of the mortgage for those months where
26 no support payments were made by Respondent. This paragraph
27 shall apply only for those months where at the time the late
28 payment accrued Respondent had not yet paid child and/or
spousal support in an amount at least equal to or greater
than the month's mortgage payment then due and
owing for that month.

*
late
fees
assessed
in...