

ORIGINAL

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FILED
Superior Court of California
County of Los Angeles

DEC 12 2012

John A. Clarke, Executive Officer/Clerk
By: Sal Jimenez, Deputy

6 Attorneys for SHANELLE GRAY

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

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11 Guardianship of Ariel W. Workman, a Minor)
12)
13)
14)
15)
16)
17)

CASE NO. BP137032
STIPULATION AND ORDER
CONCERNING GUARDIANSHIP OF
THE PERSON OF ARIEL WINTER
WORKMAN

JUDGE: Michael I. Levanas
DEPT: 11

18 IT IS HEREBY STIPULATED by the parties, with the consent of their attorneys of record,
19 Kolodny & Anteau, by Michael J. Kretzmer, for Shanelle Gray, Petitioner for Guardianship of the
20 Person of Ariel Winter Workman; Law Offices Of Amir Pichvai by Amir Pichvai, for Ariel Winter
21 Workman, a Minor; Gumm & Green LLP by Anita Gumm for Chrisoula Workman, parent and
22 Respondent to the Petition for Guardianship of the Person AND, by Law Offices Of Christian Schank
23 & Associates by David N. Booth, for Glenn Workman, parent and Respondent to the Petition for
24 Guardianship of the Person as follows:

25 1. The Temporary Guardianship of the Person of Ariel Winter Workman pursuant to
26 which Shanelle Gary has been appointed as Temporary Guardian of the Person shall remain in full
27 force and effect pending further hearing by the Court on March 29, 2013.

28 //

GUARDIANSHIP OF ARIEL W. WORKMAN

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11 description of the need for further therapy, and any recommendations concerning Ariel's return to the
12 care and custody of either or both of her parents as well as any terms or conditions concerning such
13 return. It is understood by the parties that reunification, if any, of Ariel with her parents or either of
14 them is subject to significant changes in the current circumstances, the repair of damage to the
15 relationships and a consideration of Ariel's best interest regarding her long-term care and custody.
16 Thus, the parties acknowledge that there is no assurance that Ariel will return to the home of either or
17 both parents at the time set for further hearing of this matter by the Court.

18 4. The parties all agree that the current professional team responsible for the handling of
19 Ariel's professional affairs shall remain in place. No professional representatives may be terminated
20 without express written notice to the representative informing them of termination which notice must
21 be signed by Ariel Winter and her Designated Representative, which may be Blair Berk, Esq. Thus,
22 Brillstein Entertainment Partners shall continue as Ariel's Personal Management; Gang Tyre Ramer
23 & Brown shall continue as the firm providing legal representation in connection with the negotiation
24 and preparation of Ariel's agreements for professional services; ICM Partners will continue as Ariel's
25 Agent; DPN shall continue its representation of Ariel with regard to "voicc-over" and similar projects;
26 ID Public Relations shall continue as Ariel's publicists. The professional team will interface with and
27 take instructions from Ariel Winter and her Designated Representative, which may be Blair Berk, Esq.
28 // // // //

GUARDIANSHIP OF ARIEL W. WORKMAN

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STIPULATION AND ORDER CONCERNING GUARDIANSHIP

FORCE AND EFFECT PENDING FURTHER
HEARINGS BY THE COURT ON March 29, 2013.

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1 5. Glenn Workman shall act as the Temporary Guardian of the Estate and shall be the
2 person responsible for the review and execution as guardian of any professional service agreements
3 pertaining to Ariel's acting, voice-over or other professional interests, shall act independently in
4 exercising his sound judgment and discretion, and shall discuss any such matters with Ariel and her
5 Designated Representative, which may be Blair Berk, Esq., who shall then communicate with the
6 professional representative. However, it is agreed that absent a substantial and critical issue with
7 respect to a material term of a contract to which Ariel is a party, Mr. Workman shall defer to the
8 judgment of Ariel's professional team (Brillstein Entertainment Partners, Gang Tyre Ramer & Brown,
9 ICM Public Relations and DPN) with respect to the recommendations made by such professionals
10 concerning any such contract.

*The TEMPORARY GUARDIANSHIP OF THE ESTATE OF
ARIEL WORKMAN PURSUANT TO WHICH (GLEN) WORKMAN
HAS BEEN APPOINTED AS TEMPORARY GUARDIAN SHALL REMAIN IN FULL*

11 6. In the event that there is a substantial conflict between Mr. Workman's concerns
12 regarding any such contract and the recommendations of Ariel's team of professional advisors, such
13 dispute shall forthwith be submitted for an expedited proceeding to a mutually selected Retired Judge
14 or attorney familiar with the entertainment industry, who shall act as a binding arbitrator with regard
15 to any question concerning the execution or non-execution of any such agreement or any change in the
16 terms of any such agreement.

17 7. New payment authorization instructions for all payments to Winter Sky Entertainment,
18 Inc. and Ariel Winter (and any affiliates of Ariel, should she create any new entities) will be signed
19 by Glenn Workman and will instruct all payments to be made to Winter Sky Entertainment, Inc. or
20 Ariel Winter or any new affiliates created by Ariel, as applicable, in care of Brillstein Entertainment
21 Partners, which will deduct and pay itself its 10% fee on all projects, pay Gang Tyre Ramer & Brown
22 its 5% fee on all projects, pay ICM/DPN their collective 10% fee (on all projects other than Modern
23 Family), and remit the balance to Winter Sky Entertainment, Inc. or Ariel Winter (or an affiliate), as
24 applicable. New payment instructions to Fox concerning Modern Family will be signed by Glenn
25 Workman instructing Fox that all monies payable to Winter Sky Entertainment, Inc. will be made in
26 care of Brillstein Entertainment Partners. All such payment authorization instructions set forth in this
27 paragraph will be executed by Glenn Workman and returned to Ariel's legal counsel at Gang, Tyre,
28 Ramer & Brown within 2 days of the date hereof, for distribution to ICM Partners, DPN, Brillstein

GLENN WORKMAN AND ARIEL (or her)

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1 Entertainment Partners, Fox and all future employers of Ariel Winter.

2 8. The parties mutually agree that Tom Carr of Altman, Greenfield & Selvaggi shall be

3 appointed as Ariel's Business Manager to handle the day-to-day needs of Ariel's estate, including, but

4 not limited to, the payment of professional services rendered on Ariel's behalf, the review and payment

5 of such professional services rendered on Ariel's behalf, the investment of funds earned by Ariel, the

6 preparation and filing of any and all tax returns for Ariel and similar functions performed by business

7 managers for clients in the entertainment industry. No withdrawals from any accounts containing

8 monies paid to Winter Sky Entertainment, Inc. or Ariel shall be permitted without either the signatures

9 of ~~Tom Carr~~ ^{ARIEL WINTER OR HER DESIGNATED REPRESENTATIVE} or Designated Representative). Tom Carr will establish a bank account into which all

10 monies held in trust by Brillstein Entertainment Partners and DPN as well as future monies will be

11 deposited, and this account cannot be withdrawn from without Ariel's ^{GLENN WORKMAN AND} (or her Designated

12 Representative) written approval. In the event that Glenn Workman has a significant and material

13 objection to Tom Carr acting as the Business Manager, the parties shall meet and confer concerning

14 the selection of a mutually agreeable business manager.

15 9. Shanelle Gray or her duly appointed representative shall be responsible for

16 accompanying Ariel to any work obligation which Ariel has including, but not limited to shooting

17 locations, studio work, personal appearances, voice-overs, etc. ^{GLENN WORKMAN, AT}

18 ^{SHANELLE'S REQUEST AND AT HER SOLE DISCRETION, MAY ALSO ACCOMPANY}

19 10. Glenn Workman shall execute within ten (10) days of the execution of this Stipulation

20 ^{TO REVIEW THE BANK, TRUST AGREEMENT AND WILL,}

21 the representation agreement (previously presented on numerous occasions in the past to Chrisoula

22 Workman) for retention of Gang Tyre Ramer & Brown as legal counsel on behalf of Ariel concerning

23 the negotiation and preparation of contracts and related agreements and the representation agreement

24 of Brillstein Entertainment Partners for personal management services.

25 11. Chrisoula Workman shall have no contact with nor in any way interfere with Ariel

26 Winter Workman's professional relationships and business contacts. Furthermore, Chrisoula

27 Workman shall not appear at any work site at which Ariel Winter Workman is engaged in professional

28 activities absent the express written permission of Ariel Winter Workman and Shanelle Gray.

Chrisoula Workman shall forthwith execute any and all agreements, employment contracts,

~~and similar documents~~ and similar documents necessary to authorize Glenn Workman to act for or on behalf of

GUARDIANSHIP OF ARIEL W. WORKMAN
2012-12-11 kSTIP & ORDER RE GUARDIANSHIP.wpd 2012-12-11 16:29:29 11.F

ABSENT ANY SIGNIFICANT OR MATERIAL OBJECTION
CASE NO. BP137032

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- 1 Ariel. Such documents shall include but are not limited to:
- 2 A. Chrisoula Workman shall execute an assignment of her stock in Winter Sky
 - 3 Entertainment, Inc. to Glenn Workman and Chrisoula Workman as the
 - 4 successor custodians per Probate Code §3918(b), and any documents necessary
 - 5 to effectuate the assignment of such stock;
 - 6 B. Chrisoula Workman's authority to act as Director of Winter Sky Entertainment,
 - 7 Inc. shall be suspended pending further hearing by the Court; and
 - 8 C. Chrisoula Workman's authority to act as President and Secretary of Winter Sky
 - 9 Entertainment, Inc. shall be suspended pending further hearing by the Court.
 - 10 The employment agreement between Winter Sky Entertainment, Inc. and Ariel
 - 11 Winter will be amended to specify that Glenn Workman is the President of
 - 12 Winter Sky Entertainment, Inc. and Chrisoula Workman will sign any
 - 13 documents required to evidence that her authority as an Officer of Winter Sky
 - 14 Entertainment, Inc. is suspended pending further hearing by the Court.

15 The foregoing is necessary in order to effectuate the appointment of Glenn Workman as the
16 Shareholder, Director and new President and Secretary of Winter Sky Entertainment, Inc.

17 12. No party, nor anyone representing the interest of any party shall speak with the press
18 or any media representatives concerning this Stipulation and Order, the Guardianship litigation or any
19 actual or perceived disputes among Glenn Workman, Chrisoula Workman, Shanelle Gray and/or Ariel
20 Winter Workman. The parties, through their counsel, may issue a joint statement to the media
21 indicating that the parties have worked extremely hard to achieve an acceptable resolution of disputes
22 and that the parties are looking forward to repairing and restoring the relationships of all family
23 members.

24 13. As Ariel has stated a desire to attend school at Campbell Hall beginning in January,
25 2013, the parties shall execute any and all applications, information sheets and other documentation
26 necessary in order to allow Ariel's enrollment at Campbell Hall beginning in January, 2013.

27 14. In the event that any party seeks to file a request with the Probate Court for a
28 modification of custody or visitation, the parties shall serve any such request on the Department of

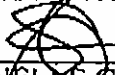
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1 Children and Family Services, care of Randall Harris of the Office of County Counsel as well as on
2 all counsel of record. For purposes of service, Mr. Harris' address is: Office of the County Counsel,
3 201 Centre Plaza Drive, Suite I, Monterey Park, CA 91754.

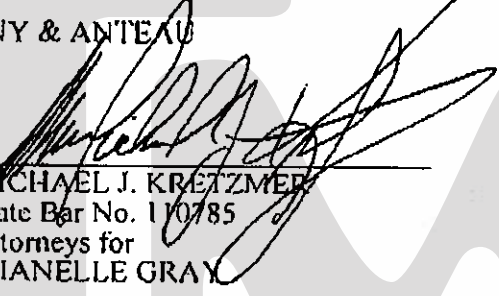
4 15. The foregoing is stipulated to by the parties and their respective counsel as set forth
5 herein below.

6 16. This Stipulation may be signed by the parties in duplicate originals, and each such
7 duplicate original is valid as an original. A document containing faxed signatures, if acceptable to the
8 Court shall be deemed as valid as an original signature.

9
10 DATED: December 12, 2012

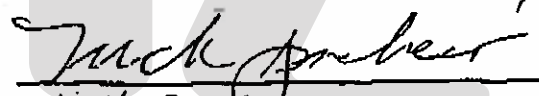
11 
12 _____
13 SHANELLE GRAY

14 DATED: December ____, 2012

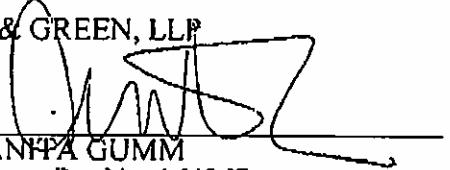
15 KOLODNY & ANTEAU
16 By: 
17 _____
18 MICHAEL J. KRETZMER
State Bar No. 110785
Attorneys for
SHANELLE GRAY

19 DATED: December 12, 2012

20 
21 _____
22 CHRISOULA WORKMAN


12/12/12
NICK PACHECO
STATE BAR No. 173391
ATTORNEY FOR CHRISOULA WORKMAN

23 DATED: December 12, 2012

24 GUMM & GREEN, LLP
25 By: 
26 _____
27 ANPPA GUMM
State Bar No. 164967
Attorneys for
Chrisoula Workman

28 SEE BELOW FOR FURTHER SIGNATURES

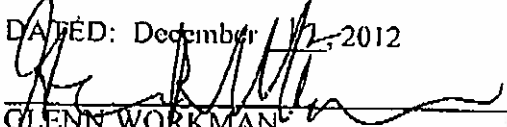
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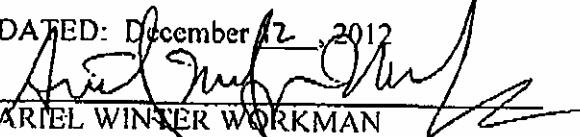
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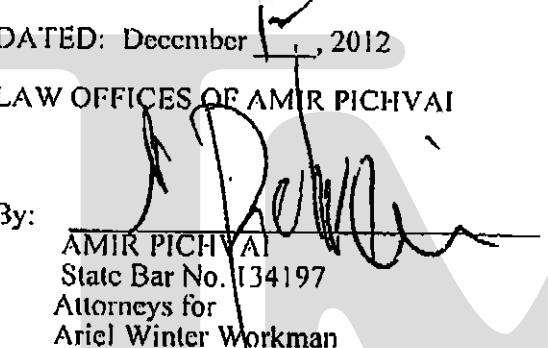
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1 DATED: December 12, 2012
2 
3 GLENN WORKMAN

4 DATED: December 12, 2012
5 LAW OFFICES OF CHRISTIAN SCHANK
6 AND ASSOCIATES

7 By: 
8 DAVID N. BOOTH
9 State Bar No. 261757
10 Attorneys for
11 Glenn Workman

12 DATED: December 12, 2012
13 
14 ARIEL WINTER WORKMAN

15 DATED: December 12, 2012
16 LAW OFFICES OF AMIR PICHVAI
17 By: 
18 AMIR PICHVAI
19 State Bar No. 134197
20 Attorneys for
21 Ariel Winter Workman

ORDER

Pursuant to the Stipulation of the parties, IT IS ORDERED.

22 DATED: 12-12-12


MICHAEL I. LEVANAS, Judge
LOS ANGELES SUPERIOR COURT

12/12/2012