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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF RIVERSIDE, INDIO BRANCH

13 IN RE MATTER OF:)
14 PETITIONER: CAROLINE JONES)
15 and)
16 RESPONDENT: JIMMY JONES)
_____)

CASE NUMBER: IND 100000

**STIPULATION FOR ORDERS RE
TEMPORARY SPOUSAL SUPPORT
AND FOR ATTORNEY FEES, ETC.;
ORDER THEREON**

DATE: December __, 2013
TIME: 8:15 a.m.
DEPT: 2E

17 **IT IS HEREBY STIPULATED AND AGREED**, by and between the parties
18 hereto, and through their attorneys of record, as follows:

19 1. The Request for Order set for hearing on Monday, February 4, 2014 is
20 taken off calendar, upon the filing of this Stipulation and Order. All other orders as
21 presently exist shall remain in full force and effect.

22 **Spousal Support:**

23 2. Husband shall pay to Wife the sum of \$5,047 per month as temporary
24 spousal support commencing November 1, 2013, due and payable on the first of each
25 month. Husband's obligation to pay spousal support to Wife shall terminate on the
26 death of either party, Wife's remarriage, further agreement, or further court order,
27 whichever event first occurs. Said support shall be taxable to Wife, and deductible by

1 Husband.

2 3. The foregoing spousal support provisions are based upon the following
3 facts and circumstances, which existed when this Agreement was negotiated, as
4 follows:

5 a. Husband has wages and salary which average \$11,003 per month, he
6 has additional taxable income of \$2,434 per month, including his military retirement, he
7 has a health care deduction of \$245 per month, and assuming a tax filing status of
8 single, resulting in a net taxable income of \$11,176.

9 b. Wife is unemployed and has no earned income, and assuming a tax
10 filing status of single, resulting in a net monthly income of -\$961.

11 c. The parties shall meet and confer regarding filing jointly for 2013.

12 4. Husband shall receive credit for payments made to Wife, subject to proof
13 of payment, including \$2,145 per month as payment of the mortgage, up to \$100 per
14 month as payment of homeowner's insurance, and one-half (1/2) of the payment to
15 Federal Credit Union ("FCU"), and all sums paid directly to wife for said period, each
16 month between November 1, 2013 and January 31, 2014.

17 5. Husband shall receive a credit for one-half the second Trust Deed to
18 FCU in the amount of \$1,479, and the homeowner's insurance in the amount of \$100,
19 for the month of February, 2014 and thereafter.

20 6. The Court shall reserve jurisdiction over the parties' respective claims for
21 Watts charges and/or credits, Jeffries credits, and Epstein credits. This Stipulation shall
22 not operate as a waiver of either party's claims as to such credits, and in particular
23 those relating to FCU, nor shall it supercede or affect the parties claims for payments
24 and reimbursements predating October 31, 2013, except as expressly set forth herein.

25 7. As to the community property portion of the military retirement payments
26 that are included in Husband's gross income stream as cash available for support, Wife
27 waives any reimbursement claims arising from Husband's receipt thereof from
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1 November 1, 2013, and continuing so long as this support order and its terms remain in
2 effect.

3 8. The Court shall retain jurisdiction to ensure that the parties' expectations
4 as stated herein concerning tax deductions are met, in the event that the parties'
5 assumptions of deductibility of any payments as set forth herein are disallowed by the
6 IRS.

7 **Family Residence:**

8 9. Wife shall be responsible for the mortgage on the residence located at 1
9 Anywhere St. San Diego, CA 92129 commencing February 1, 2014 and continuing
10 thereafter until the residence is sold, so long as she remains living in the residence. She
11 shall be responsible for one-half the monthly obligation to FCU, according to the terms
12 of set forth herein.

13 10. Wife shall have the right to claim the mortgage interest deduction for the
14 first trust deed on the residence on her 2013 tax return, provided, however, that should
15 the IRS for any reason disallow the payment made by the Husband for the month of
16 January as and for spousal support, then Husband shall be entitled to that month's
17 interest deduction. Husband shall have the right to claim the interest deduction on the
18 residence for the first and second mortgages from January 1, 2013 through and
19 including October 31, 2013 and property taxes actually paid by him in said year.
20 Effective February 1, 2014, each party may claim one-half the interest deduction on the
21 obligation to FCU.

22 11. Wife shall have temporary, exclusive use and possession of the residence
23 located at 1 Anywhere St. San Diego, CA 92129 until the house is sold. Husband shall
24 pay FCU in the amount of \$739.50 each month, commencing March 1, 2014 and
25 continuing each month thereafter until the close of escrow on the residence. Until
26 escrow closes, in any month in which Husband pays this obligation in full, he shall have
27 the right to deduct \$739.50 from his spousal support obligation to Wife, upon proof of
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1 said payment.

2 13. The house located at 1 Anywhere St. San Diego, CA 92129 shall be listed
3 for sale on mutually agreed upon terms and conditions. In the event that the parties
4 cannot agree upon the distribution of the net sale's proceeds upon the close of escrow,
5 said sums shall be placed into a joint interest bearing account until further agreement or
6 order of Court. Both parties shall cooperate to facilitate the sale thereof.

7 **Attorneys Fees:**

8 14. Husband shall forthwith contribute \$5,000 to Wife's attorney's fees and
9 costs, as and for additional spousal support. Said additional support shall be taxable to
10 Wife, and deductible by Husband.

11 **Acknowledgments:**

12 15. Each party to this Stipulation and Order acknowledges and declares that
13 she or he respectively:

14 a. Is fully and completely informed as to the facts relating to the subject
15 matter of this Stipulation and Order, and as to the rights and liabilities of both parties;

16 b. Enters into this Stipulation and Order voluntarily, free from fraud, undue
17 influence, coercion or duress of any kind;

18 c. Has given careful and mature thought to the making of this Stipulation and
19 Order; and,

20 d. Fully and completely understands the legal effect of each provision of this
21 Stipulation and Order.

22 16. There have been no promises, agreements or undertakings of either of
23 the parties to the other, except as set forth in this Stipulation and Order, relied upon by
24 either as a matter of inducement to enter into this Stipulation and Order. Each party has
25 read this Stipulation and Order and is fully aware of its contents and its legal effect.

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