

1 declaration, the following Dissomaster inputs should be attributed to Ms. Blige:

2 Wages + salary: \$695/month

3 Other taxable income: \$371,054/month

4 Deductible Interest Expense: \$28,611/month

5 The spousal support amount of \$150,419 per month attributes zero income to Mr. Isaacs given
6 the fact that he is not presently employed. Alternatively, for the Court's reference, Mr. Nachimson
7 has prepared an additional Dissomaster Report that factors in the same findings for Ms. Blige but
8 attributes \$46,205 per month in income to Mr. Isaacs based on his 2015 earnings. (Declaration of
9 Irwin Nachimson ¶ 3, 8). Based on the second scenario, temporary spousal support should be no less
10 than \$129,319 per month.

11 Pursuant to Marriage of Winter (1992) 7 Cal. App. 4th 1926, 1933, the Court is encouraged to
12 use standard guidelines based solely on income for temporary support. As stated in Marriage of
13 Winter:

14 "The use of such guidelines should be encouraged to help lawyers and litigants predict
15 more accurately what temporary support order would be issued if the case proceeded
16 to a contested hearing... to promote consistency in temporary orders issued in a
17 Department with a very busy domestic relations motions calendar, and are especially
18 valuable in achieving comparable orders under similar financial facts..." (Internal
19 quotations omitted).

20 Though consideration of the parties' marital standard of living is not required in determining
21 *pendente lite* spousal support, here, the nature of the parties' work along with Ms. Blige's public
22 persona evidence the parties' high standard of living. As set forth in the Declaration of Mr. Isaacs,
23 the parties enjoyed a luxurious marital standard of living. The parties often traveled via private plane,
24 dined at expensive restaurants, and socialized with A-List celebrities. (Declaration of Martin Isaacs
25 ¶ 12). As per Mr. Isaacs's concurrently filed Income and Expense Declaration, Mr. Isaacs estimates
26 that the parties spent several thousands of dollars per month for a personal chef, personal fitness
27 training, and travel and entertainment. Prior to separation, the parties resided in Beverly Hills, where
28 they paid \$25,000 per month in rent. Mr. Isaacs needs financial support in order to maintain the
marital standard of living.

**PURSUANT TO FAMILY CODE §§ 2030 AND 2032, MR. ISAACS REQUESTS A \$100,000
PENDENTE LITE ATTORNEY'S FEE AWARD AND A \$30,000 CONTRIBUTION TO
HIS FORENSIC ACCOUNTANT FEES**

Due to the extreme disparity in income, whereby Ms. Blige earns more than \$5 million per year and Mr. Isaacs currently has no income from employment, a *pendente lite* attorney fee award is essential. Family Code § 2030 authorizes the Court to award *pendente lite* attorney's fees and costs so that a financially disadvantaged party may have access to legal representation. Pursuant to Family Code § 2030, if the Court finds that there is a disparity in access to funds, then "the court shall make an order awarding attorney's fees and costs." (Emphasis Added). The fundamental purpose of a fee award is to ensure that the parties' litigation resources are equalized. Family Code § 2030 (a)(1) sets forth:

"In a proceeding for dissolution of marriage . . . the Court shall ensure that each party has access to legal representation *including access early in the proceedings*, to preserve each party's rights by ordering, if necessary based on the income and needs assessment, one party . . . to pay the other party or to the other party's attorney, whatever amount is reasonably necessary for attorney's fees and for the costs of maintaining or defending the proceeding during the pendency of the proceeding." (Emphasis Added).

Case law encourages trial courts to award attorney's fees early in the proceeding in order to ensure an even playing field. In Marriage of Tharp, the Court of Appeal deemed the trial court's failure to award *pendente lite* attorney's fees reversible error. The Court of Appeal then went on to determine that trial courts should not view spousal support as an available source of funds to pay attorney's fees and in so ruling, stated:

"The public policy purpose behind Sections 2030 and 2032 is 'leveling the playing field' and permitting the lower earning spouse to pay counsel and experts to litigate the issues in the same manner as the spouse with higher earnings . . . A spouse should not have to utilize support payments designed to pay living expenses to fund litigation in the dissolution proceeding." In re Marriage of Tharp (2010) 188 Cal.App. 4th 1293, 315 - 316.

In assessing a party's need and the other party's ability to pay for an award of attorney's fees and costs, the trial court may consider all evidence concerning the parties' incomes, assets and liabilities. In re Marriage of Drake (1997) 53 Cal.App.4th 1139. In Alan S. Jr. vs. Superior Court of California (2009) 172 Cal.App.4th 238, the Court held that it must consider not only the respective incomes and needs of the parties, but also the "factors affecting the parties' respective abilities to pay,"

1 including the relevant Family Code §4320 factors, taking into account such things as the following:
2 “[A]ssets and standard of living, respective needs, obligations and assets, age and health, the
3 immediate and specific tax consequences to each party, the overall balance of hardships to each party
4 and other factors the court determines are just and reasonable.” Id. at 252-254.

5 A. Consideration of the Parties’ Respective Access to Funds Warrants An Award of
6 Pendente Lite Attorney’s Fees

7 Mr. Isaacs does not have adequate funds with which to pay his counsel or the anticipated costs
8 associated with this litigation. Mr. Isaacs does not currently have any income whereas Ms. Blige is
9 not only earning \$5 million per year, but she is also in control of the entire community estate. Mr.
10 Isaacs’s Income and Expense Declaration, filed concurrently with this RFO, estimates his monthly
11 expenses and reflects his needs based upon the parties’ marital standard of living.

12 In his Declaration filed concurrently herewith, Mr. Isaacs has set forth in detail his need for
13 financial support. (Declaration of Martin Isaacs ¶ 8-14). It is imperative that the Court order Ms. Blige
14 to make an attorney’s fees contribution to Mr. Isaacs so that Mr. Isaacs is afforded the opportunity to
15 maintain legal representation while continuing to live in a manner consistent with the parties’ marital
16 standard of living.

17 Not only is a fee award necessary in this matter, it is vital that such an award is ordered to be
18 paid as soon as possible, as opposed to waiting until the parties’ dissolution is finalized. In the case
19 of In re Marriage of Hatch, the trial court denied wife’s motion for *pendente lite* attorneys’ fees, stating
20 it had a policy not to grant fees until the final property division. The Court of Appeal reversed the trial
21 Court’s decision and stated:

22 “The suggestion of the trial court that attorneys handling marital
23 dissolution cases must be prepared to ‘carry the client until the time of
24 trial’ is not only demeaning to attorneys handling family law cases, it
25 fails to consider the present day realities of the economics of the
26 practice of law. Today’s high overhead costs require that payment be
27 received as rapidly as possible after services have been rendered. A
28 court’s position that attorneys not be paid until the end of the
litigation, in noncontingent fee cases, would almost certainly result in
able lawyers in such a county refraining from representing clients in
family law cases.”

In re Marriage of Hatch (1985) 169 Cal. App. 3d 1213, 1218 fn.2. Accordingly, the Court should
order a portion of Mr. Isaacs’ fees to be paid in advance so that Mr. Isaacs’s counsel and forensic

1 accountant are not placed in the position of having to finance this litigation on his behalf.

2 B. Mr. Isaacs's Request for Attorney's Fees and Costs is Just and Reasonable under the
3 Parties' Relative Circumstances

4 When determining the amount of a fee award, Courts look to whether the amount of the award
5 is just and reasonable under the parties' relative circumstances. Family Code § 2032. The cases of
6 In re Marriage of Keech (1999) 75 CA4th 860 and Alan S., Jr. v. Orange County Superior Court
7 (2009) 172 Cal. App. 4th 238 require that the ability of the payor spouse to pay her own legal fees be
8 given due weight as part of the consideration of what is just and reasonable under the parties' relative
9 circumstances. Specifically, Alan S. requires a close examination of the payor's expense side of the
10 Income and Expense Declaration in order to ensure that the payor spouse will be able to afford her
11 own representation. Notwithstanding the fact that Ms. Blige has not yet produced an Income and
12 Expense Declaration, based on Ms. Blige's income, it seems unlikely that a fee award will interfere
13 with her ability to afford her own legal fees and expenses. Ms. Blige's income is significantly greater
14 than that of Mr. Isaacs, and in consideration of the parties' relative circumstances, a fee award of
15 \$130,000 is just and reasonable.

16 As articulated by the Court in In re Marriage of Keech (1999) 75 Cal. App. 4th 860,
17 "California's public policy in favor of expeditious and final resolution of marital dissolution actions
18 is best accomplished by providing at the outset of litigation, consistent with the financial
19 circumstances of the parties, a parity between spouses in their ability to obtain effective legal
20 representation." Id. at 866. In In re Marriage of Keech, the Court stated that it "has considerable
21 latitude in fashioning" a fee award. In re Marriage of Keech (1999) 75 Cal.App.4th 860, 866. The
22 factors Courts look up to in determining a reasonable fee award include: (a) the complexity of the
23 litigation; (b) the amount involved; (c) the skill required; (d) the attention given to the matter; (e) the
24 attorneys' professional standing and reputation; (f) the intricacies and importance of the litigation; (g)
25 the labor and necessity for skilled legal training; (h) the litigation costs; and (I) the time consumed.
26 Id. Each of these factors is addressed in detail in the Declarations of Robert C. Brandt, Esq. and Irwin
27 Nachimson, C.P.A., filed concurrently herewith.

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1 As set forth in the declarations of Mr. Isaacs, Robert C. Brandt, Esq. and Irwin Nachimson,
2 C.P.A., Ms. Blige has tremendous cash flow while Mr. Isaacs is completely dependent upon Ms. Blige
3 for his continued income. The parties' financial situation is inherently complicated by the substantial
4 size of the community estate. This matter is further complicated by Ms. Blige's compensation model
5 that includes income from ASCAP, BMI, and SAG-AFTRA. Determining the community property
6 interest and the cash flow available for support from these various sources is rigorous and complex.
7 It is entirely reasonable and proper for this Court to order the payment of Mr. Isaacs's attorney's fees
8 and forensic accountant fees with the understanding that additional fees and costs may later be
9 requested and ordered, if necessary.

10 As previously stated, the issues involved in this matter are significant and complex. Mr. Isaacs
11 does not have access to community funds from which to pay his attorney's fees because Ms. Blige has
12 cut off Mr. Isaac's access to all jointly held accounts. Further, even if Mr. Isaacs had access to
13 community funds, it would not be "a bar to an order that the other party pay part or all of the fees and
14 costs requested." Financial resources "are only one factor" to be considered in determining how to
15 equitably apportion the overall litigation costs between the parties "under the relative circumstances."
16 Family Code § 2032(b); Marriage of Olson (1993) 14 Cal.App.4th 1, 14. In the case of O'Connor, the
17 Court found that there was no abuse of discretion in awarding a husband \$450,000 in *pendente lite* fees
18 following a prior \$250,000 *pendente lite* fee award despite the fact that husband had \$2,000,000 in
19 assets because wife has \$40,000,000 in liquid assets and the litigation in the matter was extremely
20 expensive. Marriage of O'Connor (1997) 59 Cal.App.4th 877, 884.

21 VI.

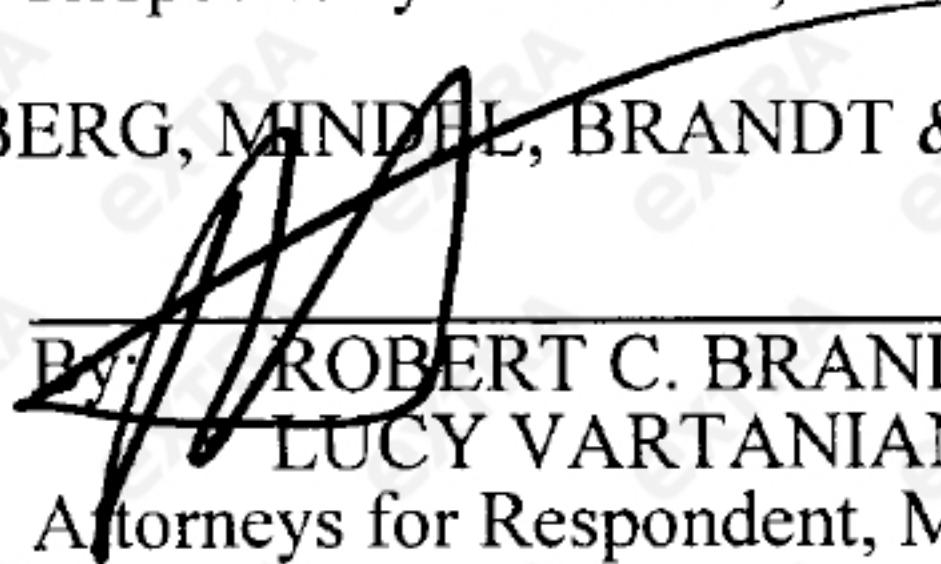
22 CONCLUSION

23 Based upon the facts presented and applicable law, Mr. Isaacs respectfully requests that the
24 Court grant his requested relief.

25 Respectfully submitted,

26 DATED: October 6, 2016

FEINBERG, MINDEL, BRANDT & KLEIN, LLP

27 BY:  ROBERT C. BRANDT, ESQ.
LUCY VARTANIAN, ESQ.
28 Attorneys for Respondent, MARTIN ISAACS

DECLARATION OF MARTIN ISAACS

I, MARTIN ISAACS, declare and state as follows:

1. I am the Respondent in the above-entitled action. I have personal knowledge of the facts stated herein, and if called to testify, could and would testify competently thereto, except as to those matters that may be stated on information and belief, and as to those matters, I believe the same to be true.

2. This Declaration is prepared and submitted in lieu of personal testimony pursuant to Code of Civil Procedure §§ 2009 and 2015.5, California Rules of Court, Rule 5.118(f), and Reifler v. Superior Court (1974) 39 Cal.App.3d 479, 114 Cal.Rptr. 356.

3. I offer this Declaration in support of my Request for Order for the following relief:

- a. *Pendente lite* spousal support in an amount no less than \$129,319;
- b. Attorney's fees and costs payable by Petitioner, Mary Jane Blige, in the sum of \$100,000; and
- c. Forensic Accountant Fees and Costs payable by Petitioner, Mary Jane Blige, in the sum of \$30,000.

PROCEDURAL FACTS

4. Petitioner, Mary Jane Blige (hereinafter "Ms. Blige") and I were married on December 7, 2003. Our date of separation is yet to be determined but is not earlier than July 2016. Thus, the duration of our marriage is greater than ten (10) years. We do not have any children together. Ms. Blige filed her Petition for Dissolution of Marriage on July 25, 2016.

5. At her request, Ms. Blige and I executed a premarital agreement on December 5, 2003, two (2) days before our wedding. The premarital agreement was signed in New York. Ms. Blige was represented by lawyers in the negotiation, drafting and signing of the premarital agreement. I, however, did not have a lawyer representing me in connection with the premarital agreement. The premarital agreement contains a waiver of spousal support. I will be contesting the validity of the premarital agreement as it was obtained without my having legal representation,

1 just two (2) days before our wedding and I did not understand the consequences of what I was
2 asked to sign.

3 6. Despite the existence of our premarital agreement, Ms. Blige has acknowledged
4 that I am entitled to spousal support. Since the dissolution of marriage was filed, Ms. Blige has
5 made two (2) payments of spousal support me. The first payment was in the sum of \$35,000 in
6 early August 2016. The second payment was in the sum of \$50,000 on or about September 7,
7 2016 pursuant to a Stipulation Re: Advance of Spousal Support; Retroactivity; Order Thereon that
8 was negotiated by our attorneys. Attached hereto as **Exhibit "1"** is a true and correct copy of the
9 Stipulation Re: Advance of Spousal Support; Retroactivity; Order Thereon. As per the
10 Stipulation, any spousal support award in this case is to be made retroactive to September 1, 2016.

11 **OUR RESPECTIVE INCOME AND MARITAL STANDARD OF LIVING**

12 7. Ms. Blige is an extremely successful singer, songwriter, producer and actress. Ms.
13 Blige is a household name and has been dubbed the "Queen of Hip Hop Soul." She has received
14 many awards and accolades, including Grammy Awards and American Music Awards. Ms. Blige
15 is very well-known in the entertainment industry. For our wedding, Sir Elton John gave us a
16 black piano as a gift.

17 8. Ms. Blige will be releasing a new recording album in the near future. Between
18 October 2016 and December 2016, Ms. Blige will be touring the United States through a contract
19 I negotiated on her behalf with Live Nation. She will be compensated no less than \$4.85 million
20 which does not include the plus \$2 million she is expected to receive from the European leg of her
21 tour, VIP packaging, and merchandising, among other things.

22 9. Although Ms. Blige was a recording artist before we were married, her income
23 significantly increased during the marriage as I was her personal manager until the end of July
24 2016 when she terminated me incident to filing for a dissolution of marriage. During the
25 marriage and as Ms. Blige's personal manager, I negotiated all business deals and transactions on
26 her behalf. I was compensated 10% of all contracts that Ms. Blige entered into. Since I was fired
27 from my job, I no longer have any income albeit I contend that I am entitled to receive 10% of all
28 remaining contracts on which Ms. Blige is still yet to be compensated. This includes 10% from

1 default judgment that dissolved the marriage and, *inter alia*, terminated jurisdiction to award spousal
2 support to the wife was challenged by the wife in a motion to set aside. In seeking to set aside the
3 default, the wife also sought temporary spousal support and attorney's fees and costs, which were
4 granted by the trial court. On appeal, the husband contended that the trial court abused its discretion
5 in granting spousal support and attorney's fees in that the appeal was pending and the wife's default
6 had not yet been set aside. The court rejected the husband's contention and reiterated the following:

7 "A pendente lite order made pursuant to section 3600 is 'not an order made after or in
8 conjunction with the determination of the [dissolution] action on its merits. [Citation.] Indeed
9 its purpose [is] not to determine the merits at all but solely to preserve the family and the
10 [spouse's] separate property intact until the court eventually determine[s] the case on the
11 merits.' (Citation.) It allows [him] the funds [he] needs 'to live in [his] accustomed manner
12 pending the disposition of the action and to provide [him] with whatever is needed by [him]
13 to litigate properly [his] side of the controversy.'" (Citation.) The order is based on need and
14 is not an adjudication of any of the issues in the litigation. (Citations.) Section 3600 does not
15 even require that a spouse request a pendente lite order awarding support or attorney's fees.
16 The order may be made on the court's own motion. (Citation.)" (Emphasis Added).

17 In In re Marriage of Stich (1985) 169 Cal.App.3d 64, the Court found that it may make
18 temporary support and fee orders while it determines if a foreign judgment valid. Similarly, in
19 Gromeeko v. Gromeeko (1952) 110 Cal.App.2d 117, the Court held that it may grant support pending
20 a final determination of validity of foreign divorce.

21 The commonality among the aforementioned cases is that in each case, the Court found that
22 it had the authority to award spousal support and attorney's fees and costs despite the fact that there
23 was an agreement and/or judgment containing a spousal support waiver or termination that was being
24 challenged by one spouse. Applying the cases to the facts of this case, it is unequivocally clear that
25 the Court has the authority to grant spousal support to Mr. Isaacs despite the fact that there is a PMA
26 that contains a spousal support waiver because the validity of the spousal support waiver is in question
27 and being disputed.

28 IV.

GUIDELINE TEMPORARY SPOUSAL SUPPORT SHOULD BE SET BASED UPON THE FINDINGS SET FORTH IN THE DECLARATION OF IRWIN NACHIMSON, C.P.A.

Mr. Isaacs requests that the Court order Ms. Blige to pay \$150,419 per month in temporary
spousal support based upon the income available support analysis and Dissomaster inputs set forth in
the declaration of Irwin Nachimson, filed concurrently herewith. Pursuant to Mr. Nachimson's