2008

Ronald J. Chilton, et al., David L. Glazier, Et Al. v. Allen Young and Associates, et al, Does 1-5 : Petition for Rehearing

Utah Court of Appeals

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IN THE THIRD DISTRICT COURT, SALT LAKE COUNTY, STATE OF UTAH
WEST JORDAN DEPARTMENT

RONALD J. CHILTON, et al.,
DAVID L. GLAZIER, et al.,
Plaintiffs in pro se,
vs.

ALLEN YOUNG AND ASSOCIATES, et al,
Defendants,
Does 1-5,
Co-Defendants, whose true identity is unknown to plaintiffs.

Appellate case no.: 20080363-CA

PETITION FOR REHEARING PURSUANT TO RULE 35 OF UTAH RULES OF APPELLATE PROCEDURE

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RONALD J. CHILTON, et al., DAVID L. GLAZIER, et al., Plaintiffs in pro se, vs. ALLEN YOUNG AND ASSOCIATES, et al, Defendants, Does 1-5, Co-Defendants, whose true identity is unknown to plaintiffs.	**Appellate case no.: 20080363-CA** **PETITION FOR REHEARING PURSUANT TO RULE 35 OF UTAH RULES OF APPELLATE PROCEDURE** Utah Court of Appeals

PETITION FOR REHEARING PURSUANT TO RULE 35 OF UTAH RULES OF APPELLATE PROCEDURE

The following individuals are pro-se plaintiffs, and have all signe a joinder, and have appealed the summary judgments entered.

Wayne Allred	Bert C. Andersen	Clyde L. Ashton	Larry Ashworth
Joseph Bailey	Steve C. Bawden	Brent R. Bigelow	John D. Bills
Sam M. Bingham	David A. Bleggi	Charles R. Bowers	Carl Boyd
R. Lamar Bradshaw	Jack Brand	Glen E. Brandon	Grant C. Brereton
Ronald H. Brereton	Merrill D. Brindley	Glen E. Brown	Kent D. Brown
Lynn R. Burgess	Ron Carlson	Kent D. Carroll	Lorraine Carson
Ronald L. Carson	Clair E. Carter	Max L. Carter	Michael Carter
	Ronald J. Chilton	Ron Chrisman	Allan L. Christmas
Jerry D. Christensen		Paul M. Christensen	Rex Christensen
Gordon D. Clark	Rex G. Clements	Alex Cooksey	Clark P. Cordner
Stephen H. Crofts	Thomas E. Crowley	Glen L. Davis	Leroy A. Davis
Monte L. Davis	Terry S. DeGraw	Frank R. Dimick	William F. Dixon
Duane J. Dockstader	Charles DuVall	Raymond DuVall	Dwight G. Evans
Wayne Frandsen	Douglas W. Finch	Paul B. Findlay	Theodore R. Fletcher
Paul W. Forbes	Jerry Fuller	Larry Gardner	Don P. Gasser
John N. Giles	Patricia M. Giles	David L. Glazier	Gerald L. Goetz
Leland G. Hampton	Claudette S. Hansen	Gary S. Hansen	Jack C. Hansen
Samuel V. Harris	David C. Harward	Ralph Harward	Rickey Hathaway
Sheldon Hathaway	Frank J. Headman	Larry W. Holdaway	Boyd F. Hooley
David E. Hope	Donald L. Horton	Dewane L. Ivers	Blair R. Jacobson
Keith James	Allan Jeffs	Marlon A. Jeffs	Jerry L. Jensen
W. Leon Jensen	Dwaine M. Johnson	Fred Johnson	Gary L. Johnson
Joseph D. Johnson	Matt Johnson	Shirl Johnson	Stephen N. Johnson

IN THE SALT LAKE COUNTY, STATE OF UTAH APPELLATE COURT

RONALD J. CHILTON, et al., Plaintiffs and Appellants, vs. ALLEN K. YOUNG; YOUNG KESTER & PETRO, GERRY L. SPENCE, LYNN C. HARRIS; SPENCE, MORIARITY & SCHUSTER; JONAH ORLOFSKEY; PLOTKIN & JACOBS, Defendants and Appellees, Does 1-5, Co-Defendants, whose true identity is unknown to plaintiffs.	**PETITION FOR REHEARING PURSUANT TO RULE 35 OF UTAH RULES OF APPELLATE PROCEDURE** Appellate Case No. 20080363 District Ct. No. 030105887

STATEMENT OF JURISDICTION

This Court has jurisdiction pursuant to Utah Code Ann. §78A-3-102(3), Utah Code Ann. §78A-4-103(2).

INTRODUCTION

The Judges of the Appellate Court failed to realize that "terminate" and "discharge" are not the same thing. They do not have the same meaning, not in law, not in the contract of the BLA (Basic Labor Agreement).

October 14, 2009

To the Honorable Appellate Court,

Since the Appellees and apparently the court of appeals feels like Chilton and Glazier brief is inadequate under rule 24, we will have to submit this petition for a rehearing in common sense language since we have no legal training and no attorney to help us, we have tried to hire an attorney, but they have all declined to get involved in this law suit. Even the two former attorneys quit in the middle of the battle. Please we beg of you to have mercy on us for being Pro-se, as we were forced into this position and are doing the best we can do.

As to the Appellate Courts decision dated September 17, 2009 we strongly object to the paragraphs below.

Paragraph 1: We Object

Paragraph 2: We Object

Paragraph 3: We Object

Paragraph 4: We Object

Paragraph 5: We Object

Paragraph 6: We Object

Paragraph 7: We Object

Paragraph 8: We Object

Paragraph 9: We Object

Paragraph 10: We Object

Paragraph 11: We Object

discharged. This misuse of judicial power to change a contract words is the basis of all misunderstanding of the B.L.A. and the reason all other issues but one were dismissed. We strongly object to the court assuming Judge Pat Brian ruled according to law in the 2006 hearing. It is impossible to understand how any attorney or Judge could misinterpret the Basic Labor Agreement between U.S.X. and the United Steel Workers of America. The defendant appellees have never quoted the B.L.A. correctly. They even misquoted the eligibility requirements of Section 12-A-1-b stating an employee had to work for 6 consecutively months in a calendar year to be entitled to a full year vacation pay, to be paid the following year. The B.L.A. states in Section 12-A-1-b an employee shall not have been absence from work for 6 consecutive months. See Exhibit F in Exhibit -1-. There is considerable difference, between working 6 months and being absent for 6 consecutive months. Thus an employee only had to work 2 days a year, one in June and one in July to be eligible for vacation pay the following year. The misquote is working for six consecutive months, versus not being absence for six consecutive months.

According to Judge Jenkins Ruling we were and still are entitled to all benefits as thou we had worked seven months between 2-1-1987 and 8-31-1987 . See exhibit- E- in Exhibit-1-.

Judge Brian' s decision dated 9/ 22/ 2005 - on-Pages 9-10-11 (A Vacation Pay) completely misquotes the B.L.A.

See Exhibit I in Exhibit -1-

At the trial case # 970400240 in 2001 the steel workers found they were cheated out of benefits awarded by Judge Jenkins, when former Judge Scott Daniels who was over Allen Young's slush fund, was a witness, who under oath stated in his opinion, Allen Young owed vacation pay to all U.S.X. employees, but he claimed there was not enough money to pay them. About that time we filed the present lawsuit because we were not made whole, as promised by Allen Young.

All the letters explaining these facts are included under exhibit G in the APPALLANTS brief, which is included as EXHIBIT 1.

The issue of statue of limitation was introduce by Judge Roth, in the September 17, 2007 hearing. If the statue of limitation had expired as Judge Roth stated, why did Judge Roth keep us in court for two and one half years and not tell the plaintiffs the first day he sat on the bench ? The only logical reason, There isn't one. The first day Judge Roth sat on the bench on our case, was Feb. 9, 2007. At that hearing Judge Roth told all the plaintiff in the court room they would not like his decision, but if they wanted too they could appeal his decision. (Did he already have his mind made up)? Next Judge Roth said in almost all of his cases he rules from the bench at the end of the hearing. At the end of this hearing Judge Roth stated I can not rule from the bench, I will have to take it under advisement, as I have seen things in new light. The appellate court only assumes the settlement was $47,000,000,00. There has never been an accounting of that money. The Pro-se plaintiffs subpoenaed the defendants for all accounting records in this trial, and Judge Roth told the defendants that they did not have to honor any subpoena until after he made his ruling.

CERTIFICATE OF SERVICE

I, Ronald Shuster (your name) hereby certify that on 10-15-09 (date) I served a copy of the attached Certificate that Transcript is Not Required upon the party(ies) listed below by [mailing it by first class mail][personal delivery](Circle one) to the following address(s):

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Dated this 10-15-09.