

2008

Kaylenn Jones, Charles Jones, CJ's Rentals v. Tammie Riche, Paul Riche : Brief of Appellant

Utah Court of Appeals

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Don M. Torgerson; Samuel P. Chiara ; Chiara .

Sonny J. Olsen; Huegly .

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IN THE UTAH COURT OF APPEALS

KAYLNN JONES and CHARLES
JONES, dba CJ'S RENTALS,

Plaintiffs/Appellants,

v.

TAMMIE RICHE and PAUL RICHE,

Defendants/Appellees.

Appellate No: **20080464-CA**

ADDENDUM TO APPELLANTS' INITIAL BRIEF

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Attorney for Appellants

FILED
UTAH APPELLATE COURTS

NOV 06 2008

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TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
2004-2005 CONTRACT.....	EXHIBIT 'A'
2005-2006 CONTRACT.....	EXHIBIT 'B'
ORDER RE: ATTORNEYS FEES.....	EXHIBIT 'C'
ORDER (RE: FEBRUARY 22, 2008 HEARING ON TREBLE DAMAGES AND ATTORNEY'S FEES).....	EXHIBIT 'D'
JUDGMENT.....	EXHIBIT 'E'

EXHIBIT ‘A’
2004-2005 Contract

1. **Parties and Term.** By this Agreement made and entered into on the 25 day of May 2004, Charles Jones, herein referred to as Lessor, and Johnny Paul Hefner, herein referred to as Lessee, Lessor leases to Lessee the premises situated at 4032 Railroad Ave Helper UT 84526 together with all appurtenances for a term of:

- 1 year/months commencing on the 1 day of June, 2004 and ending on the 1 day of June, 2005
- Month to month basis effective _____

2. **Rent, Late and Dishonored Check Fee.** Lessee agrees to pay, without demand, to lessor at 4032 Railroad Ave Helper Utah 84526 as rent for the premises, the sum of \$ 500.00 per month in advance on the 1 day of each month beginning on the 1 day of June, 2004. Lessor accepts \$ 500.00 as the first month's rent. In the event any installment of rent accruing under the provisions of this Agreement shall not be post marked by the fifth day past its due date, a late fee shall be due in the amount of \$10.00 per day and continuing until the rent is paid. Payments received shall first be applied to late fees and all other amounts due under this Agreement with the remaining balance applied towards rent due. Additionally, Lessee also agrees to pay \$50.00 for any dishonored check. If a check is dishonored, Lessor may require Lessee to make all future payments with a cashiers check or money order.

3. **Security Deposit.** Lessee hereby remits and Lessor accepts \$ 700.00 ^{> 200.00 for animals} which is to be held as a security deposit which amount will be refunded in full to Lessee at the termination of this Agreement upon Lessee's compliance with all provisions of the same. Lessee shall not have the right to apply security deposit in payment of last month's rent. Refund of security deposit is dependent upon Lessee fulfilling ALL of the following conditions:

- a. Lessee has provided a written thirty (30) day notice to Lessor prior to the date of termination.
- b. Lessee has no other monies due.
- c. Lessee has thoroughly cleaned the premises, appliances, and fixtures. The Lessor will deduct from the security deposit all reasonable charges to accomplish cleaning or repair from damage over normal wear and tear.
- d. All individuals using or occupying the premises have surrendered the premises to Lessor, and all keys to the premises, mailbox or storage rooms are turned over to Lessor.
- e. Lessee supplies the Lessor with a forwarding address, in writing, in order to send security deposit.

4. **Utilities.** Lessee shall be responsible for the following utilities and services: ☒ Water, ☒ Sewer, ☒ Gas, ☒ Electricity, ☒ Other _____, which utilities shall be put into Lessee's name immediately upon Lessee's occupancy of the premises. Otherwise, said utilities will be turned off.

5. **Use.** The premises shall be used and occupied by Lessee exclusively as a private residence, and neither the premises nor any part thereof shall be used at any time during the term of this rental Agreement for the purpose of carrying on any business, profession, or trade of any kind, or for any other purpose. Lessee shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises. The premises are rented only for the occupancy of 2 adults and 6 children. Occupancy by guests staying over 7 days will be a breach of this Agreement unless prior written consent is given by the Lessor.

6. **NO Smoking Allowed.** Smoking is allowed on the premises and in other units and therefore tobacco smoke from these units may drift into the unit that is the subject of this Agreement. By his signature, Lessee acknowledges he has been informed that the tobacco smoke may drift into the unit which is the subject of this Agreement and does hereby waive any rights to a cause of action for a nuisance.

7. **Pets.** No pets or animals of any kind are permitted in or on the premises. This includes but is not limited to cats, dogs, birds, rodents, reptiles or fish. Animal Deposit is non refundable

8. **Condition, Maintenance, Repairs, Alterations and Surrender of Premises.** Lessee stipulates that they have examined the premises, including the grounds, buildings, improvements and appliances, that they are at the time of this Agreement in good order, repair, and a safe, clean and tenantable condition except for those items indicated in writing (noted on the Lessee Checklist which checklist is attached to this Agreement and incorporated by reference herein). Lessee shall, at his own expense, maintain the premises in a clean and sanitary manner, including all equipment, appliances, furniture and furnishings therein, and shall surrender the same, at termination, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all maintenance and repairs on the refrigerator and stove/oven and for all repairs required for damages caused by his negligence and that of his guests, or other occupants. Lessee shall not paint, or otherwise redecorate or make alterations to the premises without the prior written consent of the Lessor. Lessee will not remove Lessor's fixtures, furniture and/or furnishings from the apartment, for any purpose. A fee of \$1.00 per light bulb will be assessed against Lessee for each light bulb which has burned out and not been replaced by Lessee prior to his vacating the premises.

reasonable times and upon reasonable notice for the purpose of inspecting the premises or showing the same to prospective Lessees or purchasers or for making necessary repairs. In case of emergency, no notice needs to be given.

11. **Ordinances and Statutes.** Lessee shall comply with all state, federal, county, and municipal ordinances and laws pertaining to health codes, and regulations of rental properties.

12. **Lessor Shall Not Be Liable.** Lessor shall not be liable for any damages or losses to person or property caused by other residents or other persons. Lessor shall not be liable for personal injury or damage or loss of Lessee's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic bombs or other causes whatsoever, unless the same is due to the negligence of Lessor. Lessor strongly recommends the Lessee secure insurance to protect himself against the above occurrences

13. **Waiver.** No failure of Lessor to enforce any part of this Agreement shall be deemed as a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Lessor's right to full amount.

14. **Notices.** All notices shall be given in accordance with state laws. Where requirements are not spelled out by law, notice may be given by mailing the same, postage prepaid, to Lessee at the premises or to Lessor at the address shown above or at such other places as may be designated in writing. Lessee will be assessed a \$20.00 fee in addition to costs of service for all notices required to be served pursuant to UCA §78-36-1 et seq.

15. **Repairs and Malfunctions.** Lessee agrees to request all repairs and services in writing to Lessor, except in extreme emergency when telephone calls will be accepted. In case of malfunction of equipment or utilities, or damage by fire, water, or other cause. Lessee shall notify Lessor immediately, and Lessor shall act with due diligence in making repairs and rent shall not abate during such period. If the damaged premises are unfit for occupancy, Lessor shall within reasonable time in writing inform Lessee whether he intends to terminate the Agreement or repair said premises. If Lessor elects to repair the premises, said repairs shall be undertaken with due diligence. If terminated, rent will be prorated and the balance refunded along with the deposit(s), less lawful deductions.

16. **Lessor Responsibilities.** Lessor agrees to (a) properly maintain water, heating, plumbing, electrical service and/or air conditioning equipment, if provided; (b) abide by applicable state and local laws regarding repair; (c) make reasonable repairs, subject to Lessee's obligation to pay for damages caused by Lessee, or other occupants.

17. **Reimbursement by Lessee.** Lessee agrees to reimburse Lessor promptly for the replacement cost of any loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Lessee, his agents, family or guests. Lessee shall be responsible for damage from windows or doors left open. Such reimbursement is due when Lessor makes demand. Lessor's failure to demand damage reimbursements, late-payment charges, returned check charges or other sums due by Lessee, shall not be deemed a waiver and Lessor may demand same at any time, including after move-out.

18. **Holdover.** Should Lessee remain in possession of the premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy for month to month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof but shall be terminable upon thirty (30) days written notice prior to the end of the term.

19. **Default.** Should Lessee default in the performance of or compliance with any of their duties and obligations under this Agreement, then, at the option of Lessor, this Agreement shall terminate, Lessee's tenancy forfeited and suit brought for eviction. In the event a judgment is rendered, said judgment shall accrue interest at 18% per annum.

20. **Attorney's Fees.** In the event of default by either party under this Agreement, the defaulting party shall pay all costs and expenses of enforcing the same, including reasonable attorney's fees incurred, whether or not suit has been filed and whether incurred for or after judgment.

21. **Lessor's Lien.** Lessor shall have a lien upon Lessee's personal property brought or kept by Lessee on the rented premises for rent due and for all other payments and obligations arising in favor of Lessor under this Agreement, which lien shall be in addition to any lien by statute or otherwise.

22. **Merger and Modification.** This Agreement is meant to be the final expression of the parties relative to the terms and conditions of this Agreement and no other such Agreements, be they oral or written, exist. Further, this Agreement may only be modified in writing and signed by all parties.

DATED this 1 day of June, 2006

Lessor

Lessee

SS #

SS #

529-98-31

530-98-837

EXHIBIT ‘B’
2005-2006 Contract

Rental Agreement

1. **Parties and Term.** By this Agreement made and entered into on the 1 day of July 2005, Charles Jones, herein referred to as Lessor, and Sammy Brown, herein referred to as Lessee, Lessor leases to Lessee the premises situated at 428 Railroad Ave together with all appurtenances for a term of:

- 1 year/months commencing on the 1 day of July, 2005 and ending on the 1 day of July, 2006
- Month to month basis effective July

2. **Rent, Late and Dishonored Check Fee.** Lessee agrees to pay, without demand, to lessor at 032 Railroad Ave Helper Utah 84526 as rent for the premises, the sum of \$ 500.00 per month in advance on the 1 day of each month beginning on the 1 day of July, 2005. Lessor accepts \$ 500.00 as the first month's rent. In the event any installment of rent accruing under the provisions of this Agreement shall not be post marked by the fifth day past its due date, a late fee shall be due in the amount of \$10.00 per day and continuing until the rent is paid. Payments received shall first be applied to late fees and all other amounts due under this Agreement with the remaining balance applied towards rent due. Additionally, Lessee also agrees to pay \$50.00 for any dishonored check. If a check is dishonored, Lessor may require Lessee to make all future payments with a cashiers check or money order.

\$200.00 for animal

3. **Security Deposit.** Lessee hereby remits and Lessor accepts \$ 700.00 which is to be held as a security deposit which amount will be refunded in full to Lessee at the termination of this Agreement upon Lessee's compliance with all provisions of the same. Lessee shall not have the right to apply security deposit in payment of last month's rent. Refund of security deposit is dependent upon Lessee fulfilling ALL of the following conditions:

- a. Lessee has provided a written thirty (30) day notice to Lessor prior to the date of termination.
- b. Lessee has no other monies due.
- c. Lessee has thoroughly cleaned the premises, appliances, and fixtures. The Lessor will deduct from the security deposit all reasonable charges to accomplish cleaning or repair from damage over normal wear and tear.
- d. All individuals using or occupying the premises have surrendered the premises to Lessor, and all keys to the premises, mailbox or storage rooms are turned over to Lessor.
- e. Lessee supplies the Lessor with a forwarding address, in writing, in order to send security deposit.

4. **Utilities.** Lessee shall be responsible for the following utilities and services: ☒ Water, ☒ Sewer, ☒ Gas, ☒ Electricity, ☒ Other Cable, which utilities shall be put into Lessee's name immediately upon Lessee's occupancy of the premises. Otherwise, said utilities will be turned off.

5. **Use.** The premises shall be used and occupied by Lessee exclusively as a private residence, and neither the premises nor any part thereof shall be used at any time during the term of this rental Agreement for the purpose of carrying on any business, profession, or trade of any kind, or for any other purpose. Lessee shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises. The premises are rented only for the occupancy of 2 adults and 0 children. Occupancy by guests staying over 7 days will be a breach of this Agreement unless prior written consent is given by the Lessor.

6. **NO Smoking Allowed.** Smoking is allowed on the premises and in other units and therefore tobacco smoke from these units may drift into the unit that is the subject of this Agreement. By his signature, Lessee acknowledges he has been informed that the tobacco smoke may drift into the unit which is the subject of this Agreement and does hereby waive any rights to a cause of action for a nuisance.

7. **Pets.** No pets or animals of any kind are permitted in or on the premises. This includes but is not limited to cats, dogs, birds, rodents, reptiles or fish. Animal Deposit unrefundable

8. **Condition, Maintenance, Repairs, Alterations and Surrender of Premises.** Lessee stipulates that they have examined the premises, including the grounds, buildings, improvements and appliances, that they are at the time of this Agreement in good order, repair, and a safe, clean and tenantable condition except for those items indicated in writing (noted on the Lessee Checklist which checklist is attached to this Agreement and incorporated by reference herein). Lessee shall, at his own expense, maintain the premises in a clean and sanitary manner, including all equipment, appliances, furniture and furnishings therein, and shall surrender the same, at termination, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all maintenance and repairs on the refrigerator and stove/oven and for all repairs required for damages caused by his negligence and that of his guests, or other occupants. Lessee shall not paint, or otherwise redecorate or make alterations to the premises without the prior written consent of the Lessor. Lessee will not remove Lessor's fixtures, furniture and/or furnishings from the apartment, for any purpose. A fee of \$1.00 per light bulb will be assessed against Lessee for each light bulb which has burned out and not been replaced by Lessee prior to his vacating the premises.

reasonable times and upon reasonable notice for the purpose of inspecting the premises or showing the same to prospective Lessees or purchasers or for making necessary repairs. In case of emergency, no notice needs to be given.

11. **Ordinances and Statutes.** Lessee shall comply with all state, federal, county, and municipal ordinances and laws pertaining to health codes, and regulations of rental properties.

12. **Lessor Shall Not Be Liable.** Lessor shall not be liable for any damages or losses to person or property caused by other residents or other persons. Lessor shall not be liable for personal injury or damage or loss of Lessee's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic bombs or other causes whatsoever, unless the same is due to the negligence of Lessor. Lessor strongly recommends the Lessee secure insurance to protect himself against the above occurrences.

13. **Waiver.** No failure of Lessor to enforce any part of this Agreement shall be deemed as a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Lessor's right to full amount.

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19. **Default.** Should Lessee default in the performance of or compliance with any of their duties and obligations under this Agreement, then, at the option of Lessor, this Agreement shall terminate, Lessee's tenancy forfeited and suit brought for eviction. In the event a judgment is rendered, said judgment shall accrue interest at 18% per annum.

20. **Attorney's Fees.** In the event of default by either party under this Agreement, the defaulting party shall pay all costs and expenses of enforcing the same, including reasonable attorney's fees incurred, whether or not suit has been filed and whether incurred for or after judgment.

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22. **Merger and Modification.** This Agreement is meant to be the final expression of the parties relative to the terms and conditions of this Agreement and no other such Agreements, be they oral or written, exist. Further, this Agreement may only be modified in writing and signed by all parties.

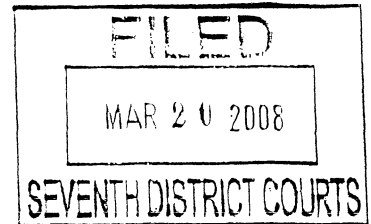
DATED this 1 day of July, 2015

Lessor

Lessee

Lessor

Lessee



SEVENTH DISTRICT COURT - PRICE
CARBON COUNTY, STATE OF UTAH

KALYNN JONES,	:	
Plaintiff,	:	ORDER RE: ATTORNEYS FEES
	:	
	:	
vs.	:	Case No: 070700012
	:	
TAMMIE RICHEY,	:	Judge: DOUGLAS B THOMAS
Defendant.	:	Date: March 17, 2008

The court has reviewed plaintiffs' motion to strike attorneys fees and the supporting and opposing memoranda submitted by the parties regarding the motion. The court has also reviewed the affidavit of attorneys fees submitted by attorney for defendants, Sonny Olsen. The court being fully informed of the parties' positions regarding attorneys fees hereby FINDS and ORDERS as follows:

THE COURT DENIES THE PLAINTIFFS' MOTION TO STRIKE

The court denies the plaintiffs' motion to strike the affidavit seeking attorneys fees. Plaintiffs make two arguments in support of their motion to strike. First, plaintiffs assert that the defendants' affidavit fails to adequately categorize the time and fees expended according to each claim in the case as required by Utah law. The court finds, however, that there are time entries in the defendants' affidavit that allow the court to appropriately award fees for the time spent in successfully defending against plaintiffs' claims. This process and the courts' findings are more fully set forth in the next section below. Moreover, the court notes that the plaintiffs also seek attorneys fees in their motion, yet have provided no greater specificity in their affidavit filed February 22, 2008 than that provided in defendants' affidavit.

Second, plaintiffs assert that the Court cannot, as a matter of law, award attorneys fees to defendants. The plaintiffs attempt to re-argue the position that they have previously taken which already has been ruled on by the court. It is noteworthy that plaintiffs fail to even mention the primary basis for the court's award of attorneys fees, Utah Code Ann. Section 78-27-56.5. This statute allows the court to award attorneys fees to the prevailing party when the action is based on a written contract that contains an attorneys fees provision. Accordingly, the court has based its

Case No: 070700012
Date: Mar 17, 2008

decision on prevailing party analysis. See A.K. & R. Whipple Plumbing and Heating v. Guy, 94 P.3d 270 (Utah 2004); R.T. Nielsen v. Cook, 40 P.3d 1119 (Utah 2002); J. Pochynok Co. v. Smedsrud, 157 P.3d 822 (Ut. Ct. App. 2007).

The court will again reiterate its finding that the plaintiffs brought breach of contract claims in excess of \$17,000, yet obtained a jury verdict for less than one-tenth of that amount. The jury clearly rejected the vast majority of plaintiffs' breach of contract claims. (Although the court trebled the plaintiff's damages based upon the jury's finding that the defendants' damage to the premises was willful, plaintiffs had sought to have the entire amount of their claimed damages trebled. Even with the trebling of damages, the plaintiffs still recovered less than 10 percent of the amount they sought from defendants). The court acknowledges that the defendants also brought counterclaims, but these claims were barely even acknowledged by defendants at trial and no evidence was presented to the jury regarding these counterclaims. The trial concerned almost exclusively the plaintiffs' claims for damages against the defendants.

THE COURT AWARDS DEFENDANTS \$3,349 IN ATTORNEYS FEES

In reviewing the affidavit of defendants' attorney, Sonny Olsen, the court finds that many of the entries are impossible to allocate to the successful defense against plaintiffs' claims. Those entries that could not be so allocated have been ignored by the court. The court will award fees only for the following time entries submitted by Mr. Olsen:

1/18/07 - draft and file Answer (the court finds 3 hrs excessive)
1 hr.

5/16/07 - review plaintiffs' initial disclosures
.5 hr.

1/17/08 - review of plaintiffs' invoices
.55 hr.

1/30/08 - calls to plaintiffs' witnesses and view of premises
.75 hr.

EXHIBIT ‘C’
Order Re: Attorneys Fees

Case No: 070700012
Date: Mar 17, 2008

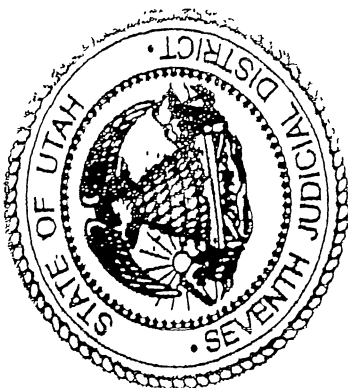
2/11 and 2/12/08 - trial preparation
8 hrs.

2/13/08 - trial
10 hrs.

2/22/08 - preparation of order
1 hr.

The explanations of the work done on the above dates are not verbatim from the affidavit but are intended only to summarize the content of the entry. The court finds the hourly rates associated with the above entries to be reasonable. The court has disallowed many of the entries submitted by defendants because they could not reasonably be allocated to the successful defense of plaintiffs' claims as opposed to prosecution of the defendants' counterclaim. The court was present for trial on 2/13/08 and finds that virtually the entire time was devoted to plaintiffs' claims and not the defendants' counterclaims. The court, however, finds 14 hours for that date to be excessive and awards only 10 hours for the day of trial. The court further finds that in light of the vast majority of time spent at trial on plaintiffs' claims, the trial preparation spent on 2/11/08 and 2/12/08 was most likely spent in preparing to defend against plaintiffs' claims. However, the court finds that only a total of 8 hours should be reasonably attributed to the defense of plaintiffs' claims. These downward adjustments also take into consideration the fact that the plaintiffs did prevail on a small portion of their claims. The court also awards one hour for preparation of the courts' order.

The court, therefore, awards defendants \$3,349 in attorneys fees to be deducted from the amount they owe plaintiffs. The court requests this amount to be reflected in the final judgment to be prepared and filed in this case by defendants.



Dated this 20th day of
March, 2008


Judge DOUGLAS B THOMAS

Case No: 070700012
Date: Mar 17, 2008

CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 070700012 by the method and on the date specified.

METHOD	NAME
--------	------

By Hand	DON M TORGERSON
By Hand	DUSTEN L HEUGLY
By Hand	SONNY J OLSEN

Dated this 20th day of Mar, 2008.

B. P. Casione
Deputy Court Clerk

EXHIBIT 'D'

Order (re: February 22, 2008 hearing on treble damages and attorney's fees)



HEUGLY & OLSEN, PLLC

Dusten L. Heugly, 10103

Sonny J. Olsen, 11308

Michael D. Olsen, 11418

1375 S. 100 E.

Price, Utah 84501

Telephone: 435-637-3353

Facsimile: 435-637-6261

Attorneys for Defendants

**IN THE SEVENTH DISTRICT COURT
IN AND FOR CARBON COUNTY, STATE OF UTAH**

KAYLYNN JONES and CHARLES JONES
dba CJ'S RENTALS,

Plaintiffs,

vs.

TAMMIE RICHIE and PAUL RICHIE,
husband and wife,

Defendants.

ORDER

(re: February 22, 2008 hearing on
treble damages and attorney's fees)

Case No. : 070700012

Judge: Douglas B. Thomas

THIS MATTER came before the Court on February 22, 2008, subsequent to a jury trial held in this matter on February 13, 2008. Plaintiffs were represented by Mr. Don Torgerson and Defendants were represented by Mr. Sonny J. Olsen. Argument was presented by the parties' attorneys. The court reviewed the case law with respect to attorney's fees and waste and found the following: Defendants are the prevailing party in this matter and entitled to an award of attorney's fees; Plaintiffs are not entitled to an award of attorney's fees; Defendants' acts of waste were willful and therefore the jury award of \$1,662 should be trebled; and the award of attorney's fees awarded to Defendants will offset Plaintiffs' award of treble damages. The Court having

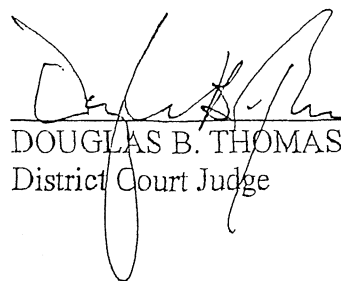
considered the argument presented by the parties, reviewed the pleadings on file with the Court, and otherwise being fully informed:

IT IS HEREBY ORDERED:

1. The jury award of damages in the amount of \$1,662 is trebled, producing a damage award of \$4,986;
2. Defendants are awarded \$3,349 in attorney's fees;
3. Plaintiffs' damage award of \$4,986 is reduced by \$3,349, producing a net damage award of \$1,637;
4. A Judgment is to be issued by the Clerk of Court in favor of Plaintiffs in the total amount of \$1,637.

DATED this 29th day of April, 2008.

BY THE COURT:


DOUGLAS B. THOMAS
District Court Judge



Approved as to form and content:

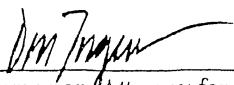

Don Torgerson Attorney for Plaintiffs

EXHIBIT ‘E’
Judgment

HEUGLY & OLSEN, PLLC

Dusten L. Heugly, 10103

Sonny J. Olsen, 11308

Michael D. Olsen, 11418

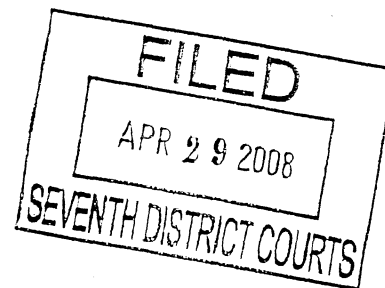
1375 S. 100 E.

Price, Utah 84501

Telephone: 435-637-3353

Facsimile: 435-637-6261

Attorneys for Defendants



IN THE SEVENTH DISTRICT COURT
IN AND FOR CARBON COUNTY, STATE OF UTAH

KAYLYNN JONES and CHARLES JONES
dba CJ'S RENTALS,

Plaintiffs,

vs.

TAMMIE RICHIE and PAUL RICHIE,
husband and wife,

Defendants.

JUDGMENT

Case No. : 070700012

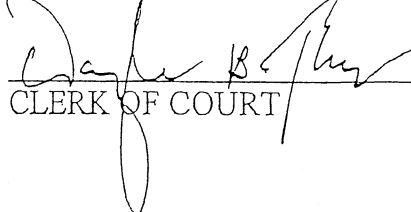
Judge: Douglas B. Thomas

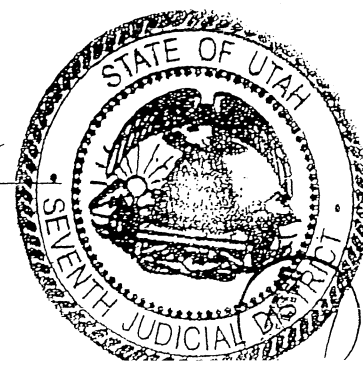
This action came on for trial before the Court and a jury, Honorable Douglas B. Thomas, District Court Judge, presiding, and the issues having been duly tried and the jury having duly rendered its verdict,

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiffs recover from Defendants \$1,637 with interest at the legal rate.

DATED this 29th day of April, 2008.

BY THE COURT:


CLERK OF COURT

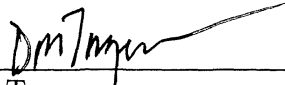


CERTIFICATE OF SERVICE

On the 16th day of November, 2008, I served two copies of the foregoing *Addendum to Appellant's Initial Brief* on all interested parties as follows:

Sonny J. Olsen
Heugly & Olsen, PLLC
Attorney for Appellees
1375 South 100 East
Price, Utah 84501

☒ By Hand
☐ By First Class Mail
☐ By Facsimile Transmission

By: 
Don Torgerson