

2008

Jacobsen v. Jacobsen : Unknown

Utah Court of Appeals

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Terry R. Spencer; Attorney for Appellee.

David S. Pace; Pace & Schmidt.

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FILED
UTAH APPELLATE COURTS

AUG 24 2010

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ATTORNEYS AND COUNSELORS AT LAW
A LIMITED LIABILITY COMPANY

UNIVERSITY CLUB BUILDING
136 EAST SOUTH TEMPLE, SUITE 1600
SALT LAKE CITY, UTAH 84111

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CHAD GLADSTONE
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August 23, 2010

Lisa Collins
Clerk of Court
Utah Court of Appeals
450 South State Street, 5th Floor
Salt Lake City, Utah 84114

RE: Jacobsen v. Jacobsen, Case No. 20080802-CA

Dear Ms. Collins:

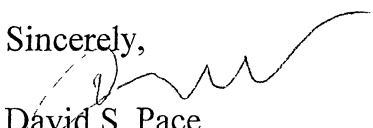
In the *Brief of Appellant* filed on December 15, 2009, there were several exhibits referenced. While the list of the exhibits in the Table of Contents and Authorities was correct and citations to portions of the record where those were contained within the brief itself were accurate, some of the attachments themselves were inadvertently incorrect.

Enclosed with this letter are eight (8) copies of the following exhibits, which should replace those incorrect ones inadvertently attached in the original filing of the *Brief of Appellant*:

Exhibit "E" Respondent's Exhibit 3I

We apologize for any inconvenience this may have caused. Should you have any questions, please do not hesitate to contact me.

Sincerely,



David S. Pace
Attorney for Appellant

cc: Terry Spencer

Personal Property (Marital)

Scenario C

Date of Purchase	Description of Property	Amount Paid	Current Value	Comment
19-Apr-2000	Washer & Dryer	\$ 1 648 32	\$ 824 00	= 50% of Purchase Price
22-Apr-2000	Sony TV	\$ 2 020 54	\$ 1 010 00	= 50% of Purchase Price
24-Apr-2000	1 Dining Table	\$ 2 238 67		
24-Apr-2000	4 Counter Stools			
19-Aug-2000	8 Side Chairs	\$ 2 360 97		
19-Aug-2000	2 Armchairs			
	Dining Set	\$ 4 599 64	\$ 3 450 00	= 75% of Purchase Price
29-Dec-2001	Volkswagen Golf	\$ 18 297 55	\$ 10 275 00	See Note

Note The Petitioner has has the VW Golf in possession since her return from Hong Kong at the end of August 2005 Therefore, the amount of \$10,275 as stated in Petitioner's Financial Declaration of December 9, 2005 appears to be more appropriate than estimates submitted more recently

DAN'S MAYTAG
9069 S. STATE ST. / 1058 E. 2100 S
SANDY, UT 84070 / SLC, UT 84106
(801) 562-0900 / 467-0900

I N V O I C E

INVOICE 71207 ACCT# 9444718 SL# DE 1 DEPT# AP1 LOC# W
GUNTHER/VERONICA JACOBSEN
2043 E. TERRA VISTA WAY
(8495 S.)
SANDY UT 84093
(801)-982-0167

DATE 04/19/2000 PO/NARDA TERMS PAY METHOD CK#0544

QTY	MAKE	PRODUCT	DESCRIPTION	PRICE	EXTENSION
1	SER #	PENDING ASSIGNMENT	WASHER/NEPTUNE	999.95	999.95
	MAKE: MAY	MODEL# MAH4000AWW	DELIVER DATE	4/19/2000	
1	SER #	PENDING ASSIGNMENT	DRYER/ELE/NEPTUNE	549.95	549.95
	MAKE: MAY	MODEL# MDE4000AYW	DELIVER DATE	4/19/2000	
1	CAR	1004	DRYER CORD 4WIRE 4FT		
6	DAN	FOIL FLEX	FOIL FLEX BY FOOT		
2	GEM	CS400	4" SPRING CLAMP		
1	MAC	ESPL	CUSTOMER FOR LIFE		

DELIVER AND INSTALL ON THUR. 4/20/00 AS CLOSE TO
NOON AS POSSIBLE...

JA TOTAL 1,549.90 TAX 90.42 DEL DISC TOTAL 1,640.32

Thanks from DAN DAN THE MAYTAG MAN. Kits & Elect.
Items, NO RETURNS! 20% RESTOCK on Returnable Items

* * * P A I D I N F U L L * * *

T H A N K Y O U

ELECTRONICS

Las Vegas, NV 2555 E. Tropicana Ave. (702) 456-8800

Thomson, CO 80260
(800) 260-2660

DATE 06-26-00 TIME 19:50

INVOICE NUMBER

8013404232-0

SOLD TO: GUNTHER JACOBSEN
2043 TERRA VISTA WAY
SANDY, UT 84093SHIP TO: GUNTHER JACOBSEN
2043 TERRA VISTA WAY
SANDY, UT 84093

8013444710

DELIVERED ORDER

ACCOUNT NUMBER

PURCHASE ORDER NUMBER

DATE SHIPPED

TERMS

OPTIONAL ULTIMATE SERVICE CLUB
ACCEPTED DECLINED

BPN: 8013444710 WPH:

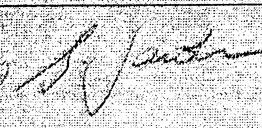
27005

HIFEN, BOSTON

ITEM NUMBER	DESCRIPTION	UNIT	QTY. ORD'D	QTY. SHIPPED	BACKORDER	UNIT PRICE	AMOUNT
SONY 32" LCD	SUN 32" B&W 30" LCD TV	EA	1	1	0	1699.95	1699.95
ULTRAR320	TCT 32" TV STAND, SONY MEGA TV'S	EA	1	1	0	199.95	199.95
ULTN00E	SND MANUFACTURER RETAIL ONLY		1	1	0	.00	.00

ULTIMATE

ALL FINANCED SALES REQUIRE MONTHLY PAYMENTS UNLESS OTHERWISE SPECIFIED.

 DEPOSIT APR 2020 54 For insurance replacement, replacement and/or repairs have been made to my satisfaction. I authorize my insurance company to pay ULTIMATE ELECTRONICS on my behalf.	CASH	.00	SALE AMOUNT	1699.95
	CREDIT CARD	.00	SALES TAX	120.64
	CHARGE	.00	FREIGHT	.00
	OTHER	.00	PLEASE SAVE THIS INVOICE	
TOTAL				2020.59

OPTIONAL FINANCE PLANS

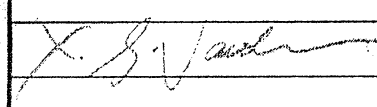
Dear Valued Customer,

(Please Retain For Your Records)

By signing below, you agree that the terms of the Special Purchase Program ("Program") disclosed below and on reverse side apply to the Purchase described on this document and constitute a temporary waiver of certain terms of your Cardholder Agreement ("Agreement"). For all other purposes, the provisions of the Agreement remain in full force and effect. On the expiration or termination of this Program, the remaining balance will be treated as a "non-promotional Purchase" under the Agreement and will be subject to the terms of the Agreement applicable to such Purchases.

THANK YOU for shopping at your Retailer location and being a part of the credit card family!

60700910204245	09	26	00																
Account Number	Month	Day	Year	Merchant Number															
1124619				Date of Purchase															
\$ 2020.54				Amount of Purchase															

CUSTOMER MUST SIGN	PLAN DESCRIPTION	TRAN CODE	FINAL BILLING STATEMENT AFTER TRANSACTION DATE AND BEFORE PAYMENT DUE DATE FOR PROMOTIONAL AMOUNT	TERMS AND CONDITIONS
	90 Days Deferred Interest / No Monthly Payment	303	3rd statement	See reverse side
	6 Months Deferred Interest / No Monthly Payment	306	6th statement	
	12 Months Deferred Interest / No Monthly Payment	312	12th statement	

NOTE: Payments cannot be accepted at Retailer locations. All payments on accounts must be mailed directly to the address shown on your monthly statement. Please be sure to include your account number on all checks remitted.

LOFGREN'S[®]

CLASSIC CONTEMPORARY FURNITURE

3960 SO. HIGHLAND DRIVE, SALT LAKE CITY, UTAH 84124
 801-278-4411 FAX 801-278-9729
 WAREHOUSE: 205 W. 2855 S. / 801-467-4791

VERONICA JACOBSEN

2043 EAST TERPA VISTA WAY
 SANDY UT 84093

HM. 944-4718 WK. 801-626-4514

SALES ORDER #: 04240000WNZ

CUSTOMER CODE: 1JAC04

DATE: 04/24/00

SLA: AMY

DELIVERY/PICKUP DATE: 04/27/00

ALL ITEMS MARKED "CLOSE-OUT" ARE FINAL SALES. NO RETURNS

QTY	PU	LCN	SKU	VEND	STOCK NUMBER	FINISH	DESCRIPTION	ASSEMBL	UNIT	EXT U
4.00	—	12055	333209012	SBAU	VENUS/BLACK RENNA	REGENC	COUNTER STOD	—	219.00	876
1.00	—	01054	304262018	SKOV	SM19	CHERRY	RCT DINING T	—	1199.00	1199

PLEASE DELIVER AND ASSEMBLE.

SUBTOTAL 2075
 DELIVERY 30
 SET UP
 SALES TAX 133
 TOTAL 2238
 DEPOSIT
 BALANCE 2238

MOP:

BUYER FURTHER AGREES: SELLER RETAINS TITLE TO ALL MERCHANDISE UNTIL PURCHASE PRICE IS PAID IN FULL. C.O.D. BALANCES DUE IN FULL AT TIME OF DELIVERY. REFUNDS, LESS DELIVERY AND ASSEMBLY FEES, ARE MADE ONLY FOR PURCHASES MADE FROM THE PRESENT INVENTORY WHERE RETURN IS WITHIN 7 DAYS OF PURCHASE. SPECIAL ORDERS REQUIRE A 50% DEPOSIT, WHICH IS NON-REFUNDABLE, MAY NOT BE CANCELLED, AND THE MERCHANDISE IS NOT RETURNABLE. BUYER AGREES TO PAY ALL COLLECTION COSTS, ATTORNEYS' FEES, COURT COSTS, AND \$20. FEE ON RETURNED CHECKS.

APT — COND
 BSN — HOUS
 DEL BY: _____

LOFGREN'S[®]

CLASSIC · CONTEMPORARY FURNITURE

3960 SO. HIGHLAND DRIVE, SALT LAKE CITY, UTAH 84124
 801-278-4411 FAX 801-278-9729
 WAREHOUSE: 205 W. 2855 S./801-467-4791

VERONICA JACOBSEN
 2043 EAST TERRA VISTA WAY
 SANDY UT 84093

HM. 944-4718 WK. 801-626-4514

SALES ORDER #: 0424000DWOA
 CUSTOMER CODE: 1JAC204
 DATE: 04/24/00

SL1: AMY
 DELIVERY/PICKUP DATE: 07/30/00

ALL ITEMS MARKED "CLOSE-OUT" ARE FINAL SALES. NO RETURNS

QTY	PU	LCTN	SKU	VEND	STOCK NUMBER	FINISH	DESCRIPTION	ASSMBL	UNIT	EXT U
								Y--N		
8.00	—		320083776	SBAU	VENUS/BL RENNA	REGENC	SIDE CHAIR/U	—	199.00	1592
2.00	—		320010219	SBAU	VENUS/BL RENNA	REGENC	ARMCHAIR UPH	—	299.00	598

PLEASE ALLOW 4 TO 6 MONTHS FOR DELIVERY.

SUBTOTAL 2190
 DELIVERY 30
 SET UP
 SALES TAX 140
 TOTAL 2360
 DEPOSIT 1180
 BALANCE 1180

MOP: BC

BUYER FURTHER AGREES: SELLER RETAINS TITLE TO ALL MERCHANDISE UNTIL PURCHASE PRICE IS PAID IN FULL. C.O.D. BALANCES DUE IN FULL AT TIME OF DELIVERY. REFUNDS, LESS DELIVERY AND ASSEMBLY FEES, ARE MADE ONLY FOR PURCHASES MADE FROM THE PRESENT INVENTORY WHERE RETURN IS WITHIN 7 DAYS OF PURCHASE. SPECIAL ORDERS REQUIRE A 50% DEPOSIT, WHICH IS NON-REFUNDABLE, MAY NOT BE CANCELLED, AND THE MERCHANDISE IS NOT RETURNABLE. BUYER AGREES TO PAY ALL COLLECTION COSTS, ATTORNEYS' FEES, COURT COSTS, AND \$20. FEE ON RETURNED CHECKS.

APT _____ COND
 BSN _____ HOUS
 DEL BY: _____

CUSTOMER SIGNATURE

APR 24 2000

DAVE STRONG VW, INC.

1070 SOUTH MAIN • SALT LAKE CITY, UTAH • 84101
TELEPHONE 801-596-2200

12/29/2001

GUENTHER JACOBSEN VERONICA LEE JACOBSEN

PURCHASER'S NAME

2043 E. TERRA VISTA WAY

STREET ADDRESS

SANDY SL UT 84093

CITY

COUNTY

STATE

ZIP CODE

(801)944-4718

RES PHONE

(801)626-4718

BUS PHONE

Purchaser and Co-Purchaser(s), if any, (hereinafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereinafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW XX	USED	DEMO	YEAR 2002	MAKE VOLKSWAGEN	SERIES GOLF GLS	BODY TYPE 4DRN	CYL 4	COLOR SILVER
VIN 9BWB61J924023362			ODOMETER 31		STOCK NO 74820	DEL. DATE 12/29/2001		SALESPERSON NIELSON, MATTHE GORDON GUSZLE
PURCHASE PRICE AND OTHER SUMS DUE					THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN <input type="checkbox"/> Title (if not, explain):			
1. CASH PRICE OF VEHICLE					16800.00			
2. ACCESSORIES/OPTIONS					N/A			
3.								
4.								
5. TOTAL CASH PRICE (add lines 1-5)					16800.00			
7. MFTR. REBATE \$								
8. PORTION/REBATE APPLIED TO PURCHASE					N/A			
9. SUBTOTAL (lines 5 minus 8)					16800.00			
TRADE-IN AND/OR OTHER CREDITS								
YEAR/MAKE			ODOMETER					
N/A N/A			N/A					
SERIES			BODY TYPE					
N/A			N/A					
VIN					N/A			
*BALANCE OWED ON TRADE-IN					N/A			
BALANCE OWED TO					N/A			
ADDRESS:					N/A			
PAYOFF					GOOD			
VERIFIED BY:					UNTIL:			
DATE OF								
VERIFICATION					ACC. #:			
*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE: Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle trade in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.								
10. TRADE-IN ALLOWANCE					N/A			
11. BALANCE OWED ON TRADE-IN					N/A			
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)					N/A			
13. DEPOSIT/CASH DOWN PAYMENT (omit aml. line 8)					9388.75			
14. TOTAL CREDITS (total lines 12 & 13)					9388.75			
15. SUB-TOTAL FROM LINE 9					16800.00			
16. SERVICE CONTRACT					N/A			
17.					N/A			
18. SUBTOTAL-TAXABLE ITEMS (total lines 15-17)					16800.00			
19. TRADE ALLOWANCE (line 10)					N/A			
20. NET TAXABLE AMOUNT (line 18 minus line 19)					16800.00			
21. UTAH SALES/USE TAX ON TAXABLE AMOUNT					1100.00			
22. LICENSE AND REGISTRATION FEES					185.50			
23. PROPERTY ASSESSMENT FEE(S)					N/A			
24. STATE INSPECTION/EMISSIONS TEST					N/A			
25. STATE WASTE TIRE RECYCLING FEE					4.25			
26. FEDERAL LUXURY TAX					N/A			
27. DEALER DOCUMENTARY SERVICE FEE					199.00			
28.					N/A			
29. TOTAL OF ALL ITEMS ABOVE (lines 18, 21-27)					18297.55			
30. TOTAL CREDITS (line 14)					9388.75			
31. BALANCE DUE (total line 29 minus 30)					8908.80			
DAY MONTH YEAR					8908.80			

Purchaser has arranged on vehicle through LIBERTY MUTUAL GROUP insurance company. Policy # 002-261-849533

As is stated on the reversed side of this document, unless Seller has given to Purchaser an Express Warranty in writing, Seller makes no Warranty, express or implied, with respect to the merchantability, fitness for particular purpose, or otherwise concerning the vehicle, parts or accessories described herein. Unless otherwise indicated in writing, any warranty is limited to that provided by the manufacturer, if any, as explained and conditioned by Paragraph 4 on the reverse side hereof.

Purchaser agrees that this contract includes all of the terms, conditions and warranties on both the face and reverse side hereof, that this agreement cancels and supersedes any prior agreement and as of the date hereof constitutes the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. PURCHASER BY HIS/HER EXECUTION OF THIS AGREEMENT ACKNOWLEDGES THAT HE/SHE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT AND FURTHER AGREES TO PAY THE "BALANCE DUE" SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED.

SIGNATURE OF PURCHASER X G. Jacobsen DATE 12/29/2001 SIGNATURE OF SELLER G. Jacobsen DATE 12/29/2001
APPROVED (ADA) FORM 1088 REV. 1-2000 TO REORDER CALL 484-8845 OR 1-800-594-8920

VW Golf - Payment History

Scenario C

Date of Transaction	Type of Transaction	Paid by Respondent	Paid by Petitioner	Comment
29-Dec-2001	Downpayment	\$ 6 000.00		Check # 0101 R's Saving
29-Dec-2001	Downpayment	\$ 3 388.75		Check # 0864 R's Checking
12-Feb-2002	Volkswagen Credit		\$ 371.20	
12-Mar-2002	Volkswagen Credit		\$ 371.20	
12-Apr-2002	Volkswagen Credit		\$ 371.20	
12-May-2002	Volkswagen Credit		\$ 371.20	
12-Jun-2002	Volkswagen Credit		\$ 371.20	
12-Jul-2002	Volkswagen Credit		\$ 371.20	
12-Aug-2002	Volkswagen Credit		\$ 371.20	
12-Sep-2002	Volkswagen Credit		\$ 371.20	
12-Oct-2002	Volkswagen Credit		\$ 371.20	
12-Nov-2002	Volkswagen Credit		\$ 371.20	
12-Dec-2002	Volkswagen Credit		\$ 371.20	
12-Jan-2003	Volkswagen Credit	\$ 371.20		
12-Feb-2003	Volkswagen Credit	\$ 371.20		
12-Mar-2003	Volkswagen Credit	\$ 371.20		
12-Apr-2003	Volkswagen Credit	\$ 371.20		
12-May-2003	Volkswagen Credit	\$ 371.20		
12-Jun-2003	Volkswagen Credit	\$ 371.20		
12-Jul-2003	Volkswagen Credit	\$ 371.20		
12-Aug-2003	Volkswagen Credit	\$ 371.20		
12-Sep-2003	Volkswagen Credit	\$ 371.20		
12-Oct-2003	Volkswagen Credit	\$ 371.20		
12-Nov-2003	Volkswagen Credit	\$ 371.20		
12-Dec-2003	Volkswagen Credit	\$ 371.20		
12-Jan-2004	Volkswagen Credit	\$ 371.20		
Total		\$ 14 214.35	\$ 4 083.20	= \$18,297.55 Sale Price