

1998

# Joan Williamson v. Stuart Kim Williamson : Reply Brief

Utah Court of Appeals

Follow this and additional works at: [https://digitalcommons.law.byu.edu/byu\\_ca2](https://digitalcommons.law.byu.edu/byu_ca2)



Part of the [Law Commons](#)

Original Brief Submitted to the Utah Court of Appeals; digitized by the Howard W. Hunter Law Library, J. Reuben Clark Law School, Brigham Young University, Provo, Utah; machine-generated OCR, may contain errors.

Pete N. Vlahos; Attorney of Appellee.

Larry E. Jones; Hillyard, Anderson and Olsen; Attorney for Appellant.

---

## Recommended Citation

Reply Brief, *Williamson v. Williamson*, No. 980245 (Utah Court of Appeals, 1998).  
[https://digitalcommons.law.byu.edu/byu\\_ca2/1529](https://digitalcommons.law.byu.edu/byu_ca2/1529)

This Reply Brief is brought to you for free and open access by BYU Law Digital Commons. It has been accepted for inclusion in Utah Court of Appeals Briefs by an authorized administrator of BYU Law Digital Commons. Policies regarding these Utah briefs are available at [http://digitalcommons.law.byu.edu/utah\\_court\\_briefs/policies.html](http://digitalcommons.law.byu.edu/utah_court_briefs/policies.html). Please contact the Repository Manager at [hunterlawlibrary@byu.edu](mailto:hunterlawlibrary@byu.edu) with questions or feedback.

UTAH  
DOCUMENT  
KFU

00

A10

DOCKET NO.

980245-CA

IN THE UTAH COURT OF APPEALS

---

JOAN WILLIAMSON,	)	
Petitioner/Appellant,	)	Case No. 980245-CA
vs.	)	Trial Court No. 954100207DA
STUART KIM WILLIAMSON,	)	
Respondent/Appellee.	)	Priority No. 15

---

REPLY BRIEF OF APPELLANT

---

Appeal from an Order Modifying Decree of Divorce  
of the First Judicial District Court  
Cache County, Utah  
The Honorable Clint S. Judkins Presiding

---

Larry E. Jones #1745  
Hillyard, Anderson & Olsen  
175 East First North  
Logan, UT 84321

Attorney for Petitioner/Appellant

Pete N. Vlahos  
2447 Kiesel Avenue  
Ogden, UT 84401

Attorney for Respondent/Appellee

**FILED**

FEB 18 1999

COURT OF APPEALS

IN THE UTAH COURT OF APPEALS

---

JOAN WILLIAMSON,	)	
Petitioner/Appellant,	)	Case No. 980245-CA
vs.	)	Trial Court No. 954100207DA
STUART KIM WILLIAMSON,	)	
Respondent/Appellee.	)	Priority No. 15

---

REPLY BRIEF OF APPELLANT

---

Appeal from an Order Modifying Decree of Divorce  
of the First Judicial District Court  
Cache County, Utah  
The Honorable Clint S. Judkins Presiding

---

Larry E. Jones #1745  
Hillyard, Anderson & Olsen  
175 East First North  
Logan, UT 84321

Attorney for Petitioner/Appellant

Pete N. Vlahos  
2447 Kiesel Avenue  
Ogden, UT 84401

Attorney for Respondent/Appellee

## TABLE OF CONTENTS

	<u>Page</u>
SUMMARY OF ARGUMENTS . . . . .	1
ARGUMENTS	
I.    THE FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER MODIFYING DECREE OF DIVORCE IN THIS CASE WERE PRIMARILY DRAFTED BY STUART WILLIAMSON'S ATTORNEY . . . . .	2
II.   BOTH PARTIES' PROFFER OF ATTORNEY FEES, ACCEPTED BY THE COURT, WAS A PROFFER OF REASONABLENESS. .	4
CONCLUSION . . . . .	5
ADDENDUM	
A.    March 2, 1998 Pete N. Vlahos Letter addressed to Larry E. Jones with Findings of Fact and Conclusions of Law and Order Modifying Decree of Divorce enclosed	
B.    March 12, 1998 Objection to Respondent's Proposed Findings of Fact and Conclusions of Law and Order Modifying Decree of Divorce and Submittal of Petitioner's Proposed Findings of Fact and Conclusions of Law and Order Modifying Decree of Divorce	
C.    March 27, 1998 Respondent's Objections to Petitioner's Proposed Findings of Fact and Conclusions of Law and Order Modifying Decree of Divorce	

## SUMMARY OF ARGUMENTS

I. Stuart Williamson argues that though Mr. Williamson's attorney was ordered to prepare the findings, conclusions, and order in this case, Joan Williamson's attorney took it upon himself to do so and that therefore the findings, conclusions, and order "should be construed against the drafter." See Brief of Appellee, Argument I, page 21. In fact, the Findings of Fact and Conclusions of Law and Order Modifying Decree of Divorce filed in this case by Petitioner were primarily prepared by Stuart Williamson's attorney, Pete N. Vlahos, Joan Williamson's attorney having taken Mr. Vlahos' draft and corrected typographical errors and corrected content in several places to conform precisely to what the trial court ruled in this case. Accordingly, if the findings, conclusions, and order are to be construed against the drafter, they should be construed against Stuart Williamson.

II. Stuart Williamson argues that though the parties each proffered \$1,500.00 attorney fees, which the trial court accepted, there was no specific proffer of reasonableness and therefore no attorney fees and costs can be awarded. Reasonableness of the fees was what was proffered.

## ARGUMENT

### I

THE FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER MODIFYING DECREE OF DIVORCE IN THIS CASE WERE PRIMARILY DRAFTED BY STUART WILLIAMSON'S ATTORNEY.

As ordered by the trial court, Stuart Williamson's attorney, Pete N. Vlahos, prepared Findings of Fact and Conclusions of Law and Order to Modifying Decree of Divorce and sent the draft under cover letter of March 2, 1998 to Joan Williamson's attorney, Larry E. Jones. A copy of the foregoing is included in the Addendum to this brief. Mr. Vlahos' draft of the Findings of Fact and Conclusions of Law and Order to Modifying Decree of Divorce included Certificates of Mailing.

Joan Williamson filed an Objection to [Stuart Williamsons's] Proposed Findings of Fact and Conclusions of Law and Order Modifying Decree of Divorce and Submittal of [Joan Williamson's] Proposed Findings of Fact and Conclusions of Law and Order Modifying Decree of Divorce. R. at 192-95. A copy of the foregoing is included in the Addendum to this brief. Some changes to Stuart Williamson's Findings of Fact and Conclusions of Law and Order to Modifying Decree of Divorce were typographical corrections, while most were to conform the findings, conclusions, and order to precisely what the trial court ruled in this case. The corrections to Stuart Williamson's Findings of Fact and Conclusions of Law and Order to Modifying Decree of Divorce as set out in Williamson's Objection were as follows:

1. As to Respondent's Findings of Fact Paragraph No. 1, the date of the divorce was May 24, 1996, not July 6, 1995 as stated by Respondent.

2. As to Respondent's Findings of fact Paragraph No. 6, the Court did not find that Respondent was terminated from Morton "through no fault of his own".

3. As to Respondent's Findings of Fact Paragraph No. 7, the Court did not find that \$2,090.00 "is the most that respondent can earn".

4. As to Respondent's Findings of Fact Paragraph Nos. 8 and 10, the Court did not find that Petitioner's current income is \$1,795.00 per month; rather, the Court found that Petitioner's current income is \$1,643.00 which included \$75.00 from the second job at King's and \$70.00 from overtime at the first job at Bourns.

5. Respondent's Findings of Fact Paragraph No. 9 is confusing and should say only that the income was Petitioner's 1997 income.

6. As to Respondent's Findings of Fact Paragraph No. 12, the Court did not find that the substantial change "was through no fault of the respondent".

7. As to Respondent's Findings of Fact Paragraph No.'s 14, 15, 16, 17, 18, and 19, and Conclusions of Law and Order Paragraph No. 4, not included is the \$19.58 per month for Respondent's half of Petitioner's out of pocket medical insurance expense on the parties' daughter. In addition, the Court made the new child support effective March 1, 1998. The Court did not make it retroactive, stating that the Court would not go back and would not require Petitioner to reimburse Respondent or for Respondent to pay Petitioner more than had already been paid.

8. As to Respondent's Conclusions of Law Paragraph No. 8 and Order Paragraph No. 8, the Court did not change the health, medical, and dental insurance and uninsured

provision in the Decree of Divorce. No new provision need be added except that Respondent may name the parties' daughter on his new wife's insurance which is provided for in Respondent's next paragraph.

At the same time as she filed the Objection, Joan Williamson submitted a corrected version of Stuart Williamson's Findings of Fact and Conclusions of Law and Order Modifying Decree of Divorce, which is what the trial court signed and filed in this case on March 25, 1998.

Stuart Williamson filed his Objection to Joan Williamson's Proposed Findings of Fact and Conclusions of Law and Order Modifying Decree of Divorce on March 27, 1998 and again on March 31, 1998. R. at 204 and 205 and 206 and 207 respectively. A copy of the latter Objection is included in the Addendum.

The Findings of Fact and Conclusions of Law and Order Modifying Decree of Divorce in this case precisely state the trial court's ruling. Except for typographical and substantive corrections to conform to the trial court's ruling, the Findings of Fact and Conclusions of Law and Order Modifying Decree of Divorce are Stuart Williamson's and should be construed against Stuart Williamson.

## II

BOTH PARTIES' PROFFER OF ATTORNEY FEES, ACCEPTED BY THE COURT, WERE PROFFERS OF REASONABLENESS.

The record between the trial court and counsel on attorney fees is as follows:

MR. JONES: Your Honor, just a proffer on the attorney fees, \$1,500.



THE JUDGE: Very well.

MR. VLAHOS: I would make a proffer on the attorney fees of \$1,500 also. It's amazing but they came out about the same.

THE JUDGE: Court will receive both your proffers on those.

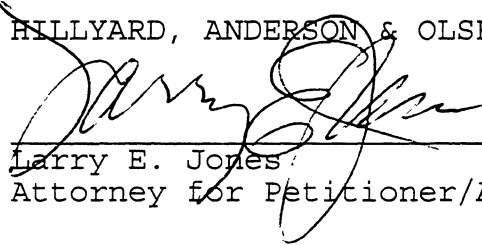
Implied in the foregoing exchange is that fees were reasonable. Neither side nor the trial court raised any concern or objection to the reasonableness of the fees. For Stuart Williamson to now insist that the full gamut of reasonableness factors be presented contradicts Attorney Pete Vlahos' proffer on the record. As just quoted, Mr. Vlahos stated "It's amazing but they came out about the same." It was understood by counsel and the trial court that the attorney fees were reasonable in this case.

#### CONCLUSION

Joan Williamson respectfully requests that this Court reverse the trial court and reinstate her \$425.00 alimony as set forth in the parties' Stipulation and as incorporated in the Decree of Divorce in this case. In the alternative, Joan Williamson respectfully requests that this case be remanded to the trial court for findings on all issues material to this case. Also, in the alternative, Joan Williamson respectfully requests that the parties' current income as found by the trial court be equalized so that the parties' respective standards of living be equalized, said alimony to be indeterminate. Finally, Joan Williamson respectfully requests that she be awarded her attorney fees and costs at the trial level and on appeal.

DATED this 17 day of February, 1999.

HILLYARD, ANDERSON & OLSEN

A handwritten signature in dark ink, appearing to read "Larry E. Jones", is written over a horizontal line.

Larry E. Jones  
Attorney for Petitioner/Appellant

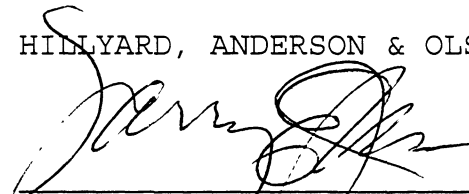
\_\_\_\_\_  
original signature

CERTIFICATE OF MAILING

I hereby certify that two true and correct copies of the foregoing REPLY BRIEF OF APPELLANT were mailed, postage prepaid, to the following this 17 day of February, 1999:

Mr. Pete N. Vlahos  
Attorney at Law  
2447 Kiesel Avenue  
Ogden, UT 84401

HILLIARD, ANDERSON & OLSEN

  
\_\_\_\_\_  
Larry E. Jones  
Attorney for Petitioner/Appellant

\_\_\_\_\_  
original signature

# Vlahos & Sharp

MAR 05 1998

PETE N. VLAHOS  
H. DON SHARP  
WENDY FENTON

---

ATTORNEYS AT LAW

---

LEGAL FORUM BUILDING • 2447 KIESEL AVENUE • OGDEN, UTAH 84401

PHONE (801) 621-2464  
FAX (801) 621-6218

March 2, 1998

LARRY E. JONES  
ATTORNEY AT LAW  
175 East 1st North  
Logan, Utah 84321

Re: WILLIAMSON v. WILLIAMSON  
My File No.: 400-13775-V

Dear Larry:

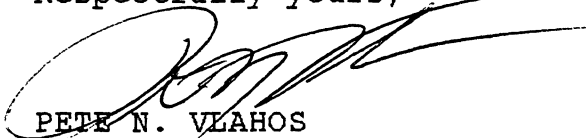
Enclosed you will find an original and a copy of the Findings of Fact and Conclusions of Law, and an original copy of the Order.

Please review it to make sure it is accurate and meets with your approval.

Please be advised that if there is any error or omission, I will clearly correct it.

After you have had an opportunity to review it, if it meets with your approval, would you please sign it approved as to form, return it back to me, and I will see that it is signed and filed. I remain,

Respectfully yours,



PETE N. VLAHOS  
ATTORNEY AT LAW

PNV/sl

Enclosures

cc: Client Kim Williamson

PETE N. VLAHOS #3337  
LAW OFFICES OF PETE N. VLAHOS  
Attorneys for Respondent  
The Legal Forum Building  
2447 Kiesel Avenue  
Ogden, Utah 84401  
Telephone: (801) 621-2464

---

IN THE FIRST JUDICIAL DISTRICT COURT, STATE OF UTAH  
CACHE COUNTY, LOGAN DEPARTMENT

---

JOAN WILLIAMSON,	)	FINDINGS OF FACT AND
	)	CONCLUSIONS OF LAW
Petitioner,	)	
	)	
vs.	)	
	)	Civil No: 954 207 DA
STUART KIM WILLIAMSON,	)	
	)	Judge Clint S. Judkins
Respondent.	)	

---

THIS MATTER, having come on regularly for trial on the 11th day of February, 1998, before the Honorable Clint S. Judkins, Judge of the above-entitled Court, sitting without a jury; and the petitioner appearing in person and with her attorney, Larry E. Jones, and the respondent appearing in person and with his attorney, Pete N. Vlahos; and it having been shown that the respondent had previously filed a Petition to Modify and then, by leave of Court, having filed an Amended Petition to Modify; and each of the parties having been sworn and testifying; exhibits having been offered and received; witnesses having been called by both parties; arguments

having been made; and the Court being fully cognizant of all matters pertaining therein, enters the following:

FINDINGS OF FACT

1. Petitioner and respondent were divorced on July 6, 1995.
2. There was one minor child born as issue of the marriage,  
TO WIT: Julie Williamson, born September 23, 1985.
3. The petitioner was awarded the care, custody, and control of said minor child, subject to the respondent's right to visit.
4. The respondent was ordered to pay to the petitioner the sum of \$368 per month as and for child support, and also \$425 per month as and for alimony.
5. At the time of the divorce, the respondent was earning \$3,550 per month, and the petitioner was earning \$1,442 per month.
6. Since said Decree was entered, there has been a substantial change of circumstance, in that the respondent was terminated from Morton, through no fault of his own; and that he no longer earns \$3,550.
7. The respondent has obtained employment with Drywall, and the respondent's income is \$11.00 per hour. The Court finds that with the overtime, the respondent earns \$2,090 per month, which the Court finds is the most that the respondent can earn.
8. Since the Decree was entered, the petitioner's income has increased, in that she is now making \$1,643 per month, as evidenced by her pay stub, plus another \$145 from other employment, for a total of \$1,795.

9. The respondent's actual income based on the tax returns for 1997 is \$1,832.66.

10. In addition to the petitioner's income of \$1,692 per month, she also has a part-time job, where she earns \$75 per month; and also overtime averaging \$70 per month.

11. The respondent's income is based on overtime and his income in the year 1997.

12. The Court finds that there has been a substantial change of circumstance, which was through no fault of the respondent.

13. Based on the substantial change of circumstance, the alimony that the respondent was ordered to pay to the petitioner shall terminate.

14. Based on the parties "now" income, the support shall be reduced to \$252.06.

15. The Court finds that the support should be retroactive to the time of the filing of the Petition, which was October 2, 1996.

16. The Court finds that the alimony's termination shall be retroactive to the time of the filing of the Amended Petitioner to Modify the Divorce Decree, which was October 3, 1997.

17. The Court finds that the petitioner is entitled to have a credit on the child support, based on the difference from the time of the petition to the present; but the monies paid to the respondent on the alimony shall remain as an offset and there will be no other credits given to the respondent.

18. The respondent is entitled to a credit, however, on the child support. The respondent is current and has been paying the child support of \$368. He is only obligated to pay \$252, so that he has overpaid \$116 per month, for 17 months, for a total of \$1,972, which the respondent had overpaid the petitioner in child support.

19. The respondent is entitled to utilize the credits prior to being obligated to pay any support or the parties may work out a reduction in the child support monthly, until the respondent receives his full credit.

20. Each of the parties has incurred attorney fees and the Court finds that each should be required to pay their own.

21. The respondent will have health and accident insurance in effect, approximately the 1st day of March, 1998, which he will receive through his present wife's employment and that if the petitioner has to pay health and accident insurance for the minor child, then the standard medical shall be adopted. The respondent would be obligated to pay one-half of the costs of the health and accident insurance for the minor child only, with the petitioner to provide the respondent verification.

FROM THE ABOVE AND FOREGOING Findings of Fact, the Court arrives at the following:



### CONCLUSIONS OF LAW

1. There has been a substantial change of circumstance on the part of the petitioner and the respondent, since the entry of the divorce decree.

2. Effective as of the month of February, 1998, the respondent's obligation to pay the petitioner alimony terminates.

3. Effective as of March 1, 1998, the child support shall be \$252, rather than the \$368 as set forth in the Decree.

4. The respondent is entitled to a credit from the time of the filing of the Petition on the child support for 17 months times \$116 per month, equaling \$1,972 ( $17 \times \$116 = \$1,972$ ), and the respondent is entitled to a judgment against the petitioner and in favor of the respondent for overpayment of support.

5. Any payments the respondent made to the petitioner made to the respondent on alimony shall stand and the respondent will not be allowed to go retroactive.

6. Whatever the payments the respondent have made and whatever payments the respondent has received as and for alimony shall be a wash, with no obligation owed by either party.

7. Each party shall assume and pay their own attorney fees and costs.

8. The Standard Medical Provisions shall apply and if the petitioner maintains the health and accident, the respondent is obligated to pay one-half of the costs of the insurance for the minor child only, plus each party is obligated to pay one-half of

any copayment, one-half the deductible, and/or one-half of the noncovered medical.

9. If the respondent's wife obtains insurance for the minor child, he shall maintain it, also.

DATED this \_\_\_\_\_ day of March, 1998.

BY THE COURT:

\_\_\_\_\_  
CLINT S. JUDKINS  
District Court Judge

APPROVED AS TO FORM:

\_\_\_\_\_  
LARRY E. JONES  
Attorney for Petitioner

CERTIFICATE OF MAILING

I hereby certify that I mailed, by placing same in the United States Mail, postage prepaid, a true and correct original copy of the above and foregoing Findings of Fact and Conclusions of Law and Order Modifying Decree to Larry E. Jones, Attorney for Petitioner, 175 East 1st North, Logan, Utah 84321, for purposes of determining when said Findings and Conclusions and Order were mailed to petitioner's counsel for approval as to form.

DATED this 2 day of March, 1998

A handwritten signature in dark ink, appearing to read "Sandy Lewis", is written over a horizontal line.

---

IN THE SECOND JUDICIAL DISTRICT COURT  
COUNTY OF WEBER, STATE OF UTAH  
STANDARD MEDICAL PROVISIONS

Last Revised February, 1995

---

[Plaintiff] [&] [Defendant] is/are ordered to provide health, accident and dental insurance for the benefit of the parties' minor children. The deductible amounts and coverage shall be equal to those in existence as of the date of this order for so long as coverage is available through the insured's current or subsequent place of employment at a reasonable cost. Each parent shall equally share the out-of-pocket costs of the premium paid for the children's portion of insurance. This shall be calculated by dividing the premium amount by the number of persons covered under the policy, and multiplying the result by the number of children in the instant case.

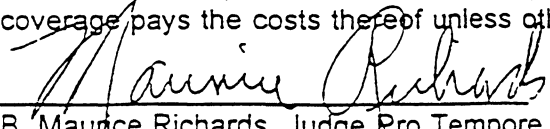
Each parent is ordered to pay for one-half of any deductible or non-covered amounts for such essential medical or dental services or prescriptions related thereto that are not paid by the insurance provider. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2nd of each calendar year. The parent shall also notify the other parent or Office of Recovery Services of any change of insurance carrier, premium or benefits within 30 calendar days from the date of the change.

A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The other parent is ordered to make their portion of those payments or make arrangements to do so within 45 days of receipt of the documentation supporting required participation.

Neither parent shall contract for or incur any obligation for orthodontia work or elective surgery for a child, or any type of psychological counseling or evaluation for a child, anticipating co-payment from the other parent without the prior agreement or consent of that parent in writing. The non-custodial parent will have the right in advance to participate in the selection of doctors and procedures for any and all orthodontia, surgery procedures, or psychological counseling for which he/she is expected to contribute. If such debts are incurred without said consultation, and written consent, then the parent who incurred the expenses shall have the prima facie obligation to pay any non-covered expenses.

If an agreement cannot be reached, then before any (other than emergency) medical, orthodontic or psychological counseling expenses are incurred as a co-obligation, the matter shall be brought back before the court. If a party is found to have been unreasonable and frivolously created the need for the hearing, that party will be ordered to pay court costs and attorneys' fees. For procedures not covered by the insurance but determined to be reasonably within the parties' ability to pay and necessary to the welfare of the child, such as orthodontia or a mental health evaluation, each party will normally be required to pay one-half of the costs associated with such treatments or procedures.

The party who has the insurance is ordered to maintain it for the benefit of the family until such time as the decree in this matter is final. Continued coverage shall be made available to the spouse under "COBRA" provided that the spouse taking advantage of said coverage pays the costs thereof unless otherwise ordered by the Court.

  
B. Maurice Richards, Judge Pro Tempore

*(When applicable, the standard should be typed into your findings and decree, or a typed insertion shall be attached to the order or decree, not merely referenced.)*

PETE N. VLAHOS #3337  
LAW OFFICES OF PETE N. VLAHOS  
Attorneys for Respondent  
The Legal Forum Building  
2447 Kiesel Avenue  
Ogden, Utah 84401  
Telephone: (801) 621-2464

---

IN THE FIRST JUDICIAL DISTRICT COURT, STATE OF UTAH  
CACHE COUNTY, LOGAN DEPARTMENT

---

JOAN WILLIAMSON,	)	ORDER TO MODIFYING DECREE OF
	)	DIVORCE
Petitioner,	)	
	)	
vs.	)	
	)	Civil No: 954 207 DA
STUART KIM WILLIAMSON,	)	
	)	Judge Clint S. Judkins
Respondent.	)	

---

THIS MATTER, having come on regularly for trial on the 11th day of February, 1998, before the Honorable Clint S. Judkins, Judge of the above-entitled Court, sitting without a jury; and the petitioner appearing in person and with her attorney, Larry E. Jones, and the respondent appearing in person and with his attorney, Pete N. Vlahos; and each of the parties having been sworn and testifying, exhibits having been offered and received; witnesses having been called; argument having been made to the Court; and the Court having rendered its Finding of Fact and Conclusions of Law, separately stated in writing.

NOW THEREFORE IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. There has been a substantial change of circumstance since the entry of the Decree.

2. Effective as of the month of February, 1998, the respondent's obligation to pay the petitioner alimony terminates.

3. Effective as of March 1, 1998, the child support shall be \$252, rather than the \$368 as set forth in the Decree.

4. The respondent is entitled to a credit from the time of the filing of the Petition on the child support for 17 months times \$116 per month, equaling \$1,972 (17 x \$116 = \$1,972), and the respondent is entitled to a judgment against the petitioner and in favor of the respondent for overpayment of support.

5. Any payments the respondent made to the petitioner made to the respondent on alimony shall stand and the respondent will not be allowed to go retroactive.

6. Whatever the payments the respondent have made and whatever payments the respondent has received as and for alimony shall be a wash, with no obligation owed by either party.

7. Each party shall assume and pay their own attorney fees and costs.

8. The Standard Medical Provisions shall apply and if the petitioner maintains the health and accident, the respondent is obligated to pay one-half of the costs of the insurance for the minor child only, plus each party is obligated to pay one-half of

any copayment, one-half the deductible, and/or one-half of the noncovered medical.

9. If the respondent's wife obtains insurance for the minor child, he shall maintain it, also.

DATED this \_\_\_\_\_ day of March, 1998.

BY THE COURT:

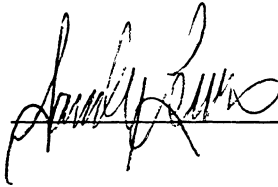
---

CLINT S. JUDKINS  
District Court Judge

CERTIFICATE OF MAILING

I hereby certify that I mailed, by placing same in the United States Mail, postage prepaid, a true and correct original copy of the above and foregoing Findings of Fact and Conclusions of Law and and Order Modifying Decree to Larry E. Jones, Attorney for Petitioner, 175 East 1st North, Logan, Utah 84321, for purposes of determining when said Findings and Conclusions and Order were mailed to petitioner's counsel for approval as to form.

DATED this 2 day of March, 1998





Larry E. Jones  
HILLYARD, ANDERSON & OLSEN  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
175 EAST FIRST NORTH  
LOGAN, UTAH 84321  
TELEPHONE (801) 752-2610

ADDENDUM "B"

LOGAN DISTRICT

MAR 12 4 30 PM '98

IN THE FIRST JUDICIAL DISTRICT COURT OF CACHE COUNTY

STATE OF UTAH

---

JOAN WILLIAMSON,	)	
	)	OBJECTION TO RESPONDENT'S
Petitioner,	)	PROPOSED FINDINGS OF FACT
	)	AND CONCLUSIONS OF LAW
v.	)	AND ORDER MODIFYING DECREE
	)	OF DIVORCE
STUART KIM WILLIAMSON,	)	
	)	AND
Respondent.	)	SUBMITTAL OF PETITIONER'S
	)	PROPOSED FINDINGS OF FACT
	)	AND CONCLUSIONS OF LAW AND
	)	ORDER MODIFYING DECREE OF
	)	DIVORCE
	)	
	)	Civil No. 954100207
	)	Judge Clint S. Judkins

---

COMES NOW Petitioner Joan Williamson ("Joan Williamson"), by and through her attorney, Larry E. Jones of Hillyard, Anderson & Olsen, and objects to Respondent Stuart Kim Williamson's ("Kim Williamson"), Findings of Fact and Conclusions of Law and Order Modifying Decree of Divorce as follows:

1. As to Respondent's Findings of Fact Paragraph No. 1, the date of the divorce was May 24, 1996, not July 6, 1995 as stated by Respondent.

2. As to Respondent's Findings of Fact Paragraph No. 6, the Court did not find that Respondent was terminated from Morton "through no fault of his own".

MAR 17 1998

3. As to Respondent's Findings of Fact Paragraph No. 7, the Court did not find that \$2,090.00 "is the most that respondent can earn".

4. As to Respondent's Findings of Fact Paragraph Nos. 8 and 10, the Court did not find that Petitioner's current income is \$1,795.00 per month; rather, the Court found that Petitioner's current income is \$1,643.00 which included \$75.00 from the second job at King's and \$70.00 from overtime at the first job at Bourns.

5. Respondent's Findings of Fact Paragraph No. 9 is confusing and should say only that the income was Petitioner's 1997 income.

6. As to Respondent's Findings of Fact Paragraph No. 12, the Court did not find that the substantial change "was through no fault of the respondent".

7. As to Respondent's Findings of Fact Paragraph No.'s 14, 15, 16, 17, 18, and 19, and Conclusions of Law and Order Paragraph No. 4, not included is the \$19.58 per month for Respondent's half of Petitioner's out of pocket medical insurance expense on the parties' daughter. In addition, the Court made the new child support effective March 1, 1998. The Court did not make it retroactive, stating that the Court would not go back and would not require Petitioner to reimburse Respondent or for Respondent to pay Petitioner more than had already been paid.

8. As to Respondent's Conclusions of Law Paragraph No. 8 and Order Paragraph No. 8, the Court did not change

the health, medical, and dental insurance and uninsured provision in the Decree of Divorce. No new provision need be added except that Respondent may name the parties' daughter on his new wife's insurance which is provided for in Respondent's next paragraph.

**SUBMITTAL OF PETITIONER'S PROPOSED FINDINGS OF FACT  
AND CONCLUSIONS OF LAW AND ORDER MODIFYING  
DECREE OF DIVORCE**

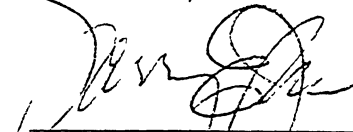
Petitioner's Findings of Fact and Conclusions of Law and Order Modifying Decree of Divorce correctly reflect the Court's ruling in this case and should be signed and filed by the Court.

**CONCLUSION**

Respondent's Findings of Fact and Conclusions of Law and Order Modifying Decree of Divorce should be stricken and Petitioner's Findings of Fact and Conclusions of Law and Order Modifying Decree of Divorce should be signed and filed by the Court.

Dated this 12 day of March, 1998.

HILLYARD, ANDERSON & OLSEN

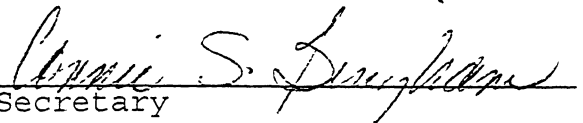


LARRY E. JONES  
Attorney for Petitioner

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing OBJECTION TO RESPONDENT'S PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER MODIFYING DECREE OF DIVORCE AND SUBMITTAL OF PETITIONER'S PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER MODIFYING DECREE OF DIVORCE was mailed, postpaid, to the following this 12<sup>th</sup> day of March, 1998:

Pete N. Vlahos  
Attorney at Law  
2447 Kiesel Avenue  
Ogden, UT 84401

  
Secretary

lej\object\williamson.obj

LAW OFFICES, HILLYARD, ANDERSON & OLSEN, 175 EAST FIRST NORTH, LOGAN, UTAH 84321

ADDENDUM "C"

PETE N. VLAHOS #3337  
LAW OFFICE OF PETE N. VLAHOS  
Attorneys for Respondent  
The Legal Forum Building  
2447 Kiesel Avenue  
Ogden, Utah 84401  
Telephone: (801) 621-2464

LOGAN DISTRICT  
MAR 30 3 26 PM '98

---

IN THE FIRST JUDICIAL DISTRICT COURT, STATE OF UTAH  
CACHE COUNTY, LOGAN DEPARTMENT

---

JOAN WILLIAMSON,	)	RESPONDENT'S OBJECTIONS TO
	)	PETITIONER'S PROPOSED FINDINGS
Petitioner,	)	OF FACT AND CONCLUSIONS OF LAW
	)	AND ORDER MODIFYING DECREE OF
vs.	)	DIVORCE
	)	
STUART KIM WILLIAMSON,	)	Civil No: 954100207 DA
	)	
Respondent.	)	Judge Clint S. Judkins

---

Comes now the respondent, through his attorney and hereby objects to the Petitioner's Proposed Findings of Fact, Conclusions of Law and Order Modifying Decree of Divorce, copies of which are attached hereto and incorporated herein by reference, and hear on the 11th day of February, 1998, before the Honorable Clint S. Judkins, judge presiding as follows:

1. The respondent prepared and submitted to petitioner's counsel a Proposed Order to Modify the Decree of Divorce, a copy of which is attached hereto and incorporated herein by reference as Exhibit "B".

2. The respondent's Order as submitted and prepared <sup>Case No. \_\_\_\_\_</sup> represents the Order of the Judge.

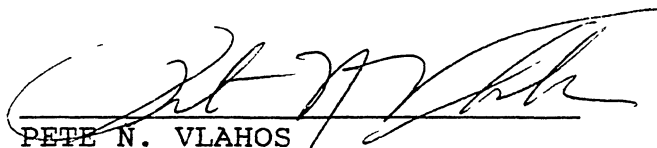
MAR 31 1998

3. The respondent objects to the petitioner's Proposed Order in that it fails to address the credit the respondent is entitled to on the child support as spelled out in the respondent's proposed order, paragraph 4 and not spelled out in the petitioner's Proposed Findings and Order.

Wherefore, respondent prays that an evidentiary hearing or clarification hearing be set before the Honorable Clint S. Judkins to consider the Objections of the parties on both sides..

DATED this 27 day of March, 1998.

LAW OFFICES OF PETE N. VLAHOS

  
PETE N. VLAHOS  
Attorney for Respondent

**CERTIFICATE OF MAILING**

I hereby certify that on the 27 day of March, 1998, I mailed a true and correct copy of the above and foregoing Respondent's Objections to Petitioner's Proposed Findings of Fact, Conclusions of Law and Order Modifying Decree of Divorce to Larry E. Jones, attorney for Petitioner, at 175 East First North, Logan, Utah 84321, by placing same in the United States mail, postage prepaid.

