

2009

# Greg Child v. Renee Globis : Addenda

Utah Court of Appeals

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Renee Globis; Pro Se.

Craig C. Halls; Attorney for Petitioner.

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## Recommended Citation

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# Addendum

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# EXHIBIT 2

(‘Verified Petition for Paternity’)  
(January 20, 2005)

FILED JAN 26 2005

CLERK OF THE COURT

B.  Deputy

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IN THE SEVENTH JUDICIAL DISTRICT COURT  
GRAND COUNTY, STATE OF UTAH

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GREG CHILD,  
  
Petitioner,

vs.

RENEE GLOBIS,  
  
Respondent.

VERIFIED PETITION FOR  
PATERNITY, CUSTODY AND  
RELATED MATTERS

Case No. 0547-3

Judge Lyle R. Anderson

---

Petitioner, Greg Child, by and through his attorney, Rosalie Reilly, states as follows:

1. Petitioner and Respondent are both actual and bona fide residents of Grand County, State of Utah, and were for more than three (3) months immediately prior to the commencement of this action.
2. Petitioner and Respondent are not married, however, as a result of their relationship, they have one (1) child younger than eighteen (18) years of age who is issue of the relationship, namely, Ariann Lucinda Child, born August 9, 2004.
3. Neither party has participated, as a party, witness, or in any other capacity, in any

other litigation concerning the custody of the parties' minor child in Utah or any other state.

4. Neither party has any knowledge of any custody proceeding concerning the parties' minor child pending in a court of Utah or any other state.

5. Neither party knows of a person not a party to this proceeding who has physical custody of the parties' minor child or who claims to have custody or parent-time rights with respect to the parties' minor child.

6. Respondent is the primary caretaker of the parties' minor child and is responsible for the day-to-day care of the child.

7. It is in the best interest of the parties' minor child to award Respondent physical care of the parties' minor child and to award both parties joint legal custody of the parties' minor child.

8. Petitioner is self-employed; is not under court order to pay child support for children other than the child from this relationship; does not pay alimony to an ex-spouse; does contribute toward monthly premiums for health, hospital, or dental care insurance on the parties' minor child; and does not pay any work or education-related child care costs for the parties' minor child.

9. Respondent is self-employed; is not under court order to pay child support for children other than the child from this relationship; does not pay alimony to an ex-spouse; does contribute toward monthly premiums for health, hospital, or dental care insurance on the parties'

minor child; and does not pay any work or education-related child care costs for the parties' minor child.

10. Petitioner should be ordered to pay child support in accordance with the Utah Uniform Civil Liability for Support Act based on the parties' incomes and the Worksheet until such time as the parties' minor child reaches eighteen (18) years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later.

11. Petitioner should be required to make the monthly child support payments in two equal monthly installments of one-half of the total monthly obligation, with payments due on the 5th and 20th days of each month.

12. The child support order should include, as a means of collecting child support, a provision for automatic income withholding pursuant to Section 78-45-3 and 62A-11-401 et. seq., Utah Code Annotated, as amended.

13. Each of the parents should be required to pay one-half of any work-related childcare costs for the parties' minor child. However, no obligation to pay work-related childcare costs should accrue unless the custodial parent is working and actually incurring childcare costs. Also, the obligation to pay should be contingent upon the non-custodial parent's receipt of proof of the childcare expenses (or reasonable efforts by the custodial parent to provide the non-custodial parent with such proof). Such proof should include written verification of the cost and identity of all childcare providers upon the initial engagement of the provider and thereafter upon

the request of the non-custodial parent. The custodial parent should notify the other parent of any change of childcare provider and of any change in the monthly childcare expenses within thirty (30) days of the date of the change. For purposes of this paragraph, work-related childcare costs means reasonable childcare costs for up to a full-time work week or training schedule as necessitated by the employment or training of the custodial parent. A parent incurring work-related childcare costs should be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to provide verifiable proof of incurring such expenses within thirty (30) days of incurring such expenses. Recovery should also be denied if the parent incurring the expenses fails to provide timely notice of any change of childcare provider.

14. Pursuant to Utah Code Annotated, Section 78-45-7.11, the base child support award should be reduced by fifty percent (50%) for the parties' minor child for time periods during which the child is with the noncustodial parent, by order of the court or by written agreement of the parties, for at least twenty-five (25) of any thirty (30) consecutive days. Normal parent-time and holiday visits to the custodial parent should not be considered an interruption of the consecutive day requirement.

15. Neither of the parties has received public assistance (AFDC) for the parties' minor child from the State of Utah.

16. Petitioner should be entitled to liberal parent-time with the parties' minor child. If

the parties are unable to agree, parent-time should be per the Utah guidelines.

18. Each of the parties should pay one-half of all reasonable and necessary uninsured medical and dental expenses incurred for the parties' minor child and actually paid by either parent, including deductibles and copayments.

19. A parent who incurs medical or dental expenses for the parties' minor child should provide written verification of the cost and payment of medical and dental expenses to the other parent within thirty (30) days of incurring such expense. Pursuant to Section 78-45-7.15(8), Utah Code Annotated, the parent who fails to comply with this paragraph should be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

20. The parent who obtains medical or dental insurance for the parties' minor child should provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 602 et. seq., upon initial enrollment of the minor child and thereafter on or before January 2 of each calendar year. The parent obtaining the insurance should also notify the other parent or the Office of Recovery Services of any change in insurance carrier, premium, or benefits within thirty (30) days of the date he or she first knew or should have known of the change.

21. Petitioner should be responsible for the purchase and maintenance of appropriate medical and dental insurance for the parties' minor child if coverage is or becomes available to him at a reasonable cost.

22. Respondent should be responsible for the purchase and maintenance of appropriate medical and dental insurance for the parties' minor child if coverage is or becomes available to her at a reasonable cost.

23. In the event insurance is or becomes available to both parties at a reasonable cost and no advantage to the child's coverage would result from both parents maintaining insurance, then the parent who can obtain the most favorable coverage should be ordered to maintain insurance.

24. Each of the parents should be required to pay one-half of the out-of-pocket costs of the medical and dental insurance premium actually paid by a parent for the child's portion of the medical and dental insurance. The child's portion of the premium is a per capita share of the premium actually paid.

25. Petitioner should be entitled to claim the parties' minor child as a dependent for purposes of filing income tax returns for even numbered tax years. Respondent should be entitled to claim the parties' minor child as a dependent for purposes of filing income tax returns for odd numbered tax years.

26. The foregoing notwithstanding, a parent should not be allowed to claim any of the parties' minor child on his or her tax returns unless claiming the child will result in a tax benefit to that parent. If claiming the child will not result in a tax benefit to one of the parents, then the other parent should be entitled to claim the parties' minor child on his or her tax returns.

27. Each party should be required to pay his or her own attorney's fees and court costs.

28. In the event either party fails to perform his or her obligations under the Judgment, such person should be required to pay all costs and attorney fees of the other party incurred in enforcing the terms of the Judgment.

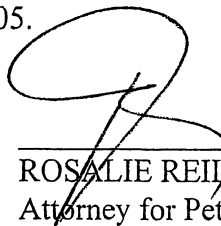
29. Each party should be ordered to execute and deliver to the other party, without cost, any documents necessary to implement the provisions of the Judgment entered by the Court.

30. The Court should retain continuing jurisdiction to make future changes to the Judgment or new orders as may be needed from time to time, upon request of either party.

WHEREFORE, Petitioner, Greg Child moves for the following:

1. For judgment and relief as set forth in this Petition.
2. For such other relief and judgment as is just and equitable in the premises.

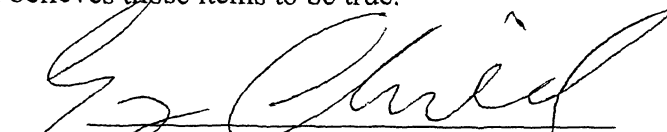
DATED this 19<sup>th</sup> day of January 2005.

  
\_\_\_\_\_  
ROSALIE REILLY  
Attorney for Petitioner

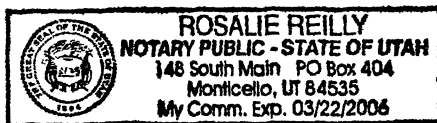


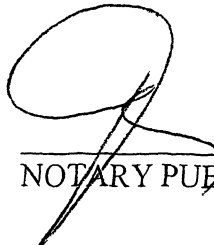
STATE OF UTAH                     )  
   §  
COUNTY OF GRAND                )

Petitioner, Greg Child, and being first duly sworn, deposes and states that he is the petitioner in the above-entitled action, that he has read the foregoing Verified Petition and voluntarily executed the same, and that he knows the contents thereof to be true, except as to those items stated on information, and believes those items to be true.

  
\_\_\_\_\_  
GREG CHILD  
Petitioner

SUBSCRIBED AND SWORN to before me this 19<sup>th</sup> day of January 2005 by Greg Child.

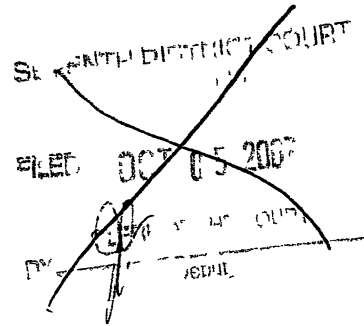


  
\_\_\_\_\_  
NOTARY PUBLIC

# EXHIBIT 3

(‘Verified Petition for Paternity,  
Order and Findings’)  
(October 30, 2007)

CRAIG C. HALLS (1317)  
Attorney for Petitioner  
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Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330



---

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

---

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

---

~~RENEE GLOBIS~~  
ORDER RE: VERIFIED PETITION  
FOR PATERNITY, CUSTODY AND  
RELATED MATTERS

Civil No. 0547-3  
Judge Lyle R. Anderson

THIS MATTER came before the Court on the 17<sup>th</sup> day of August, 2007. Petitioner was present and represented by his attorney, Craig C. Halls; Respondent was present and represented by counsel, Sonny Olsen. The Court having heretofore entered its Findings of Fact and Conclusions of Law, and being fully advised in the premises and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

FINDINGS OF FACT

1. The Petitioner, Greg Child, and the Respondent Renee Globis, are awarded joint legal custody of the minor child Ariann

Lucinda Child, born August 9, 2004; the Respondent shall be the primary physical custodian.

2. The Court finds that in the past the parties have worked towards adjusting their schedules so that Ariann can benefit from having parent-time with both parties. Additionally, in the past the parties have made minor adjustments to their schedules so that when Petitioner is away from home for extended periods of time, he will be able to spend additional parent-time with Ariann. Parent time should continue as the parties have done in the past. If, in the future, the parties cannot agree on parent time, Petitioner shall have parent time in accordance with the statutory guidelines found at U.C.A. §35-3-35, with the addition of one overnight visit per week.

3. The parties are ordered to exchange information whenever possible with regard to all aspects of the child's rearing, but particularly with regard to the health, education and welfare of the child and also with regard to religious preferences for upbringing.

4. Where the parties disagree, the Respondent shall have the final say and if the parties cannot agree, Petitioner will be allowed to turn to the Court for resolution.

or who claims to have custody or parent-time rights with respect to the parties' minor child.

5. During the course of the trial it was determined that both parties are fit and proper persons to have the custody of Ariann Lucinda Child, born August 9, 2004, awarded to them.

6. The Court looked at the factors of determining whether the best interest of the child will be served by ordering joint legal or physical custody. Using the determining factors found at U.C.A. §30-3-10.2(2)(a) through (j) the court finds that:

a. It is in the best interest of the child and the child will benefit physically, psychologically and emotionally from joint legal custody;

b. Both parents have an ability to give first priority to the welfare of the child and to reach shared decisions in the child's best interest;

c. Each parent is capable of encouraging, accepting a positive relationship between the child and the other parent, including the sharing of love, affection and encouraging contact with the other parent;

d. Both parents were substantially involved in raising the child before the parties separated and in fact, determined

custodial parent should not be considered an interruption of the consecutive day requirement.

8. Because Petitioner's employment requires him to travel outside of Grand County on a frequent basis. Petitioner shall give Respondent 48 hours' notice that he is leaving town or when he is returning to Moab.

9. The parties are restrained from calling one another names, yelling at one another, making disparaging comments about one another and/or swear at one another and use their best efforts to make the exchange for parent time a peaceful event.

10. Each of the parties is responsible for the purchase and maintenance of medical and dental insurance for the minor child if coverage is or becomes available at a reasonable cost through their employment or otherwise.

11. Petitioner is ordered to maintain the coverage available to him through his employment with Northface. Petitioner may deduct one-half of the premium from the monthly child support payment pursuant to U.C.A. §78-45-7.15. The current premium is \$127.00 per month. One-half the premium is \$63.50.

12. At such time as insurance coverage is no longer available to Respondent through his current employment, both

parties will explore obtaining coverage through employment. The party who can obtain coverage at the best rates shall maintain such coverage for the benefit of the minor child. Both parties shall pay one-half of any out-of-pocket expense incurred on behalf of the child, including premiums, co-pays, deductibles, etc. The party incurring the expense shall provide to the other party documentation supporting such expense within 30 days of incurring the expense. Pursuant to U.C.A. §78-45-7.15(8), the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

13. The parent who obtains medical or dental insurance for the minor child shall provide verification (a card) of coverage to the other parent, or to the Office of Recovery Services, upon initial enrollment of the minor child and thereafter any change in insurance carrier, premium or benefits within thirty (30) days of the date he or she first knew or should have known of the change.

14. Each of the parties shall pay one-half of any work related child care costs actually incurred. Payment is contingent upon the non-custodial parent's receipt of proof of the childcare expenses within 30 days of the expense being

incurred. When Petitioner is available, preference will be given to allow him to care for the child instead of putting the child in day care.

15. Petitioner has loaned \$5100 to Respondent. The amount loaned to Respondent represents advances in child support and other support for Respondent and the parties' minor child. Petitioner is granted judgment in the amount of \$5100, together with interest at the legal rate of 6.99%.

16. Respondent is entitled to claim the minor child as a dependent for income tax purposes, with the provision that Petitioner may purchase the tax exemption by making the Respondent income tax neutral, meaning that Petitioner shall pay to Respondent any increase in the amount of tax due or shall match any refund Respondent would have received as a result of Petitioner using the exemption.

Notwithstanding the foregoing, if claiming the minor child as a dependent will not result in a tax benefit to one of the parents, then the other may claim the minor child on his or her taxes.

17. Each of the parties is ordered to pay their own costs and attorney fees incurred in this action.



18. If either party fails to perform his or her obligations under the judgment to be filed herein, the unsuccessful party may be required to pay all costs and attorney fees incurred by the successful party in enforcing the terms of the judgment, *or the prevailing party in disputes over exercise of joint custody, ZM*

19. Each of the parties shall cooperate in implementing any of the provisions of the judgment entered herein.

20. In the event that either party relocates, U.C.A. §30-3-37 shall apply.

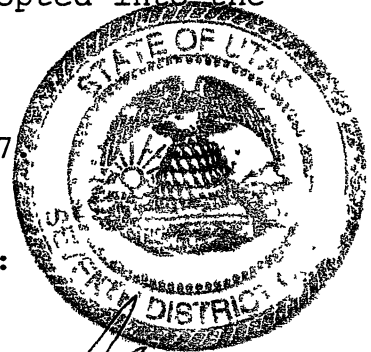
21. The parties will provide each other an itinerary as contemplated in U.C.A. §30-3-36.

22. Arian shall be allowed to travel *to Australia ZM* ~~internationally~~ with Greg at the age of three and one-half *and to other international locations beginning at age five. ZM*

22. The provisions of the findings are adopted into the decree or order.

DATED this 30th day of October, 2007

BY THE COURT:



*[Signature]*  
DISTRICT JUDGE

CRAIG C. HALLS (1317)  
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SEVENTH DISTRICT COURT  
Grand County

FILED OCT 30 2007

CLERK OF THE COURT

Deputy

SEVENTH DISTRICT COURT

FILED OCT 05 2007

CLERK OF THE COURT

Deputy

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

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

~~PROPOSED~~  
FINDINGS OF FACT AND  
CONCLUSIONS OF LAW

Civil No. 0547-3  
Judge Lyle R. Anderson

THIS MATTER came before the Court on the 17<sup>th</sup> day of August, 2007. Petitioner was present and represented by his attorney, Craig C. Halls; Respondent was present and represented by counsel, Sonny Olsen. The Court having reviewed the stipulation which the parties had entered into and found it to be reasonable. The matter was submitted to the Court on three issues, to-wit:

- a. Determination of reasonable and appropriate parent time;
- b. Designation of custody arrangement as being joint legal custody with Respondent having primary physical custody;

c. Financial issues with regard to support and monies paid by Mr. Child.

The Court was asked to resolve the issue of child custody, and determine whether sole or joint custody would be appropriate. In addition to the Court's findings, the parties have stipulated to additional provisions which they desire to be incorporated into the Findings of Fact, Conclusions of Law and Decree of Divorce and are included herein. Therefore, being fully advised in the premises, the Court makes and enters its

#### FINDINGS OF FACT

1. Petitioner and Respondent are both actual and bona fide residents of Grand County, State of Utah, and were for more than three (3) months immediately prior to the commencement of this action.

2. The parties are not married but have one child as issue of their relationship, namely Ariann Lucinda Child, born August 9, 2004.

3. Neither party has participated, as a party, witness or in any other capacity, in any other litigation concerning the custody of the parties' minor child in Utah or any other state.

4. Neither party knows of a person not a party to this proceeding who has physical custody of the parties' minor child

or who claims to have custody or parent-time rights with respect to the parties' minor child.

5. During the course of the trial it was determined that both parties are fit and proper persons to have the custody of Ariann Lucinda Child, born August 9, 2004, awarded to them.

6. The Court looked at the factors of determining whether the best interest of the child will be served by ordering joint legal or physical custody. Using the determining factors found at U.C.A. §30-3-10.2(2)(a) through (j) the court finds that:

a. It is in the best interest of the child and the child will benefit physically, psychologically and emotionally from joint legal custody;

b. Both parents have an ability to give first priority to the welfare of the child and to reach shared decisions in the child's best interest;

c. Each parent is capable of encouraging, accepting a positive relationship between the child and the other parent, including the sharing of love, affection and encouraging contact with the other parent;

d. Both parents were substantially involved in raising the child before the parties separated and in fact, determined

that the Petitioner had been involved in the prenatal care and birth;

e. The parties are living approximately 20 to 30 miles apart and the geographical proximity of the homes is adequate for joint custody.

f. There is no preference expressed to the child because of the age of the child and the Court makes no finding in that regard;

g. There is a concern with regard to the ability to shield the child from conflict, and in fact, there has been conflict and some difficulty, but on balance, the Court finds that the parties have been able to resolve these issues and these conflicts are not so severe that the parties cannot work them out. The Court therefore finds that subpart (g) can be determined a positive;

h. There is an ability of the parents to cooperate with each other and to make decisions jointly and there is evidence that they have done so to the benefit of the child and the parties' relationship;

i. There is no history of, or potential for, child abuse, spouse abuse, or kidnapping.

7. Based upon a preponderance of the evidence, it is in the best interest of the child, Ariann, for the parties to have joint legal custody of said minor, with Respondent being the primary physical custodian and Petitioner having liberal parent time.

8. The Court finds that Grand County is the county of residence of Ariann.

10. The Court finds that in the past the parties have worked towards adjusting their schedules so that Ariann can benefit from having parent-time with both parties. Additionally, in the past the parties have made minor adjustments to their schedules so that when Petitioner is away from home for extended periods of time, he will be able to spend additional parent-time with Ariann. Parent time should continue as the parties have done in the past. If, in the future, the parties cannot agree on parent time, Petitioner shall have parent time in accordance with the statutory guidelines found at U.C.A. §35-3-35, with the addition of one overnight visit per week.

11. The parties should exchange information whenever possible with regard to all aspects of the child's rearing, but particularly with regard to the health, education and welfare of the child and also with regard to religious preferences for upbringing. Where the parties are unable to agree on matters

heretofore listed or relating to the best interest of the minor child, the Respondent shall have the final say. If the parties cannot agree, Petitioner will be allowed to turn to the Court for resolution. *The will consider awarding fees to the party who prevails in any such disputes. Zmf*

12. Child support should be paid in accordance with the Utah Uniform Civil Liability for Support Act based on the parties' incomes, joint custody worksheet. Greg's income is currently \$5000 per month; Renee's income is currently \$883 per month. Support shall be paid until the minor child reaches eighteen (18) years or age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later. The parties will exchange income information on a yearly basis on or before February 15; if the parties' income has changed, they may adjust support using the new income figures in accordance with the child support guidelines, joint custody worksheet. Support shall begin August, 2007.

12. The child support order should include as a means of collecting child support, a provision for automatic income withholding if the paying parent is in arrears 30 days or more, pursuant to Section 78-45-3 and 62A-11-401 et seq. Utah Code Annotated, as amended.

13. Pursuant to U.C.A. §78-45-7.11, the base child support award should be reduced by 50% for time periods during which the child is with the Petitioner for at least 25 of any 30 consecutive days; there shall be a reduction of 25% during times when Airann is with the Petitioner for 12 of 30 consecutive days. Normal parent time and holiday visits to the custodial parent should not be considered an interruption of the consecutive day requirement.

14. Because Petitioner's employment required him to travel outside of Grand County on a frequent basis, the parties agree that it is reasonable for Petitioner to give Respondent 48 hours' notice that he is leaving town or when he is returning to Moab.

15. The parties agree not to call one another names, yell at one another, make disparaging comments about one another and/or swear at one another and to make the exchange for parent time a peaceful event.

16. Each of the parties should be responsible for the purchase and maintenance of medical and dental insurance for the minor child if coverage is or becomes available at a reasonable cost through their employment or otherwise.

17. At this time the Petitioner has coverage available to him for the next two years while it is available through his



employment with Northface. Petitioner shall be allowed to deduct one-half of the premium from the monthly child support payment pursuant to §78-45-7.15 et seq.

The current premium for family coverage (Arian) is \$127.00 per month. The premium expense for Arian is  $\frac{1}{2}$  of this premium or \$63.50.

18. At such time as insurance coverage is no longer available to Respondent through his current employment, both parties will explore obtaining coverage through employment. The party who can obtain coverage at the best rates shall maintain such coverage for the benefit of the minor child. Both parties shall pay one-half of any out-of-pocket expense incurred on behalf of the child, including premiums, co-pays, deductibles, etc. The party incurring the expense shall provide to the other party documentation supporting such expense within 30 days of incurring the expense. Treatment for which Petitioner is obligated to contribute to are limited to conventional medical, AMA or insurer approved procedures. Pursuant to U.C.A. §78-45-7.15(8), the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

19. The parent who obtains medical or dental insurance for the minor child shall provide verification (a card) of coverage to the other parent, or to the Office of Recovery Services, upon initial enrollment of the minor child and thereafter any change in insurance carrier, premium or benefits within thirty (30) days of the date he or she first knew or should have known of the change.

20. Each of the parties should be required to pay one-half of any work related child care costs actually incurred. Payment should be contingent upon the non-custodial parent's receipt of proof of the childcare expenses within 30 days of the expense being incurred. When Petitioner is available, preference will be given to allow him to care for the child instead of putting the child in day care.

21. Petitioner has loaned \$5100 to Respondent. The amount loaned to Respondent represents advances in child support and other support for Respondent and the parties' minor child. Petitioner is entitled to a judgment in the amount of \$5100, together with interest at the legal rate of 6.99%.

22. Respondent is entitled to claim the minor child as a dependent for income tax purposes, with the provision that Petitioner may purchase the tax exemption by making the

Respondent income tax neutral, meaning that Petitioner shall pay to Respondent any increase in the amount of tax due or shall match any refund Respondent would have received as a result of Petitioner using the exemption.

Notwithstanding the foregoing, if claiming the minor child as a dependent will not result in a tax benefit to one of the parents, then the other may claim the minor child on his or her taxes.

24. Each of the parties agrees to pay their own costs and attorney fees incurred in this action.

25. If either party fails to perform his or her obligations under the judgment to be filed herein, the unsuccessful party may be required to pay all costs and attorney fees incurred by the successful party in enforcing the terms of the judgment.

26. Each of the parties shall cooperate in implementing any of the provisions of the judgment entered herein.

27. In the event that either party relocates, U.C.A. §U.C.A.30-3-37 shall apply.

28. The parties will provide each other an itinerary as contemplated in U.C.A. §30-3-36.

29. These findings shall survive and shall not be merged into any judgment, decree or order which may be issued hereafter.

30. Arian shall be allowed to travel <sup>to Australia ZA</sup> internationally with Greg at age 3  $\frac{1}{2}$ , and to other international locations beginning at age 5. ~~and~~  
Based upon the foregoing, the Court makes and enters its

#### CONCLUSIONS OF LAW

1. The parties should be awarded joint custody of the minor child, Ariann, with Respondent being the primary physical custodian.

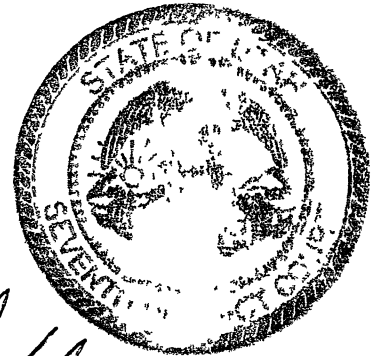
2. The issues of child support, day care costs, medical and dental insurance, out of pocket medical expenses, tax exemptions, parent time shall be resolved as set forth in the Findings of Fact.

3. All other matters set forth in the Findings of Fact shall be ordered in accordance therewith.

DATED this 30th day of October, 2007.

BY THE COURT:

[Signature]  
DISTRICT JUDGE



**HEUGLY & OLSEN, PLLC**

Sonny J. Olsen, 11308

Dusten L. Heugly, 10103

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Facsimile: 435-637-6261

**Attorneys for Respondent**

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

---

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

**ORDER: re VERIFIED PETITION FOR  
PATERNITY AND CUSTODY**

Case No. : 0547-3

Judge Lyle R. Anderson

THIS MATTER came before the Court for trial on the 17<sup>th</sup> day of August, 2007.

Petitioner and his attorney, Craig C. Halls, were present. Respondent and her attorney, Sonny Olsen were present. The Court having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. Respondent is awarded primary physical custody of Ariann.
2. Petitioner and Respondent shall have joint-legal custody of Ariann.
3. Respondent is awarded parent time with Ariann as the parties have done in the past. If, in the future, the parties cannot agree on parent time, Petitioner shall have parent time in accordance with the statutory guidelines found at U.C.A. §35-3-35, with the addition of one

overnight visit per week. Initially, Petitioner shall have Ariann during the week on Tuesdays and Wednesdays; this will be the overnight visit when Ariann is not in school, Petitioner should be allowed to pick her up by 10:00 a.m. on Tuesday and return her by 6:00 p.m. the following day. Weekend visits shall begin and end in accordance with U.C.A. §30-3-35(2)(b).

4. The parties are ordered to exchange information whenever possible with regard to all aspects of the child's rearing, but particularly with regard to the health, education and welfare of the child and also with regard to religious preferences for upbringing.

5. When the parties disagree, Respondent shall have the final say and if the parties cannot agree, Petitioner will be allowed to turn to the Court for resolution. The losing party in litigation shall pay the other party's attorney's fees and court costs.

6. Child support shall be paid in accordance with the Utah Uniform Civil Liability for Support Act based on the parties' incomes, joint custody worksheet. Petitioner's income is currently \$5,000 per month. Respondent's income is currently \$883 per month. Support shall be at the rate of \$502.35 per month.

7. Support shall be paid until Ariann reaches eighteen (18) years or age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later. The parties shall exchange income information on a yearly basis on or before February 15; if the parties' income has changed, they may adjust support using the new income figures in accordance with the child support guidelines, joint custody worksheet. Support shall begin August, 2007.

8. The child support order shall include as a means of collecting child support, a provision for automatic income withholding if the paying parent is in arrears 30 days or more, pursuant to Section 78-45-3 and 62A-11-401 et seq. Utah Code Annotated, as amended.

9. Pursuant to U.C.A. §78-45-7.11, the base child support award shall be reduced by 50% for time periods during which Ariann is with the Petitioner for at least 25 of any 30 consecutive days; there shall be a reduction of 25% during times when Ariann is with the Petitioner for 12 of 30 consecutive days. Normal parent time and holiday visits to the custodial parent should not be considered an interruption of the consecutive day requirement.

10. Petitioner shall provide Respondent 72 hours' notice that he is leaving town or when he is returning to Moab.

11. The parties shall not yell at one another, make disparaging comments about one another and/or swear at one another and to make the exchange for parent time a peaceful event.

12. Each of the parties shall be responsible for the purchase and maintenance of medical and dental insurance for Ariann if coverage is or becomes available at a reasonable cost through their employment or otherwise.

13. Currently, Petitioner has medical coverage available to him for the next two years while it is available through his employment. Petitioner and Respondent shall share the cost of the increased premium amount pertaining to Ariann's coverage. Petitioner shall provide Respondent proof of this amount and the parties shall share the cost of this amount equally.

14. At such time as insurance coverage is no longer available to Petitioner through his current employment, both parties shall explore obtaining coverage through employment. The party who can obtain coverage at the best rates shall maintain such coverage for the benefit of the minor child. Both parties shall pay one-half of any out-of-pocket expense incurred on behalf of the child, including premiums, co-pays, deductibles, etc. The party incurring the expense shall provide to the other party documentation supporting such expense within 30 days of incurring the expense. Treatment for which Petitioner is obligated to contribute to is limited to

conventional medical, AMA or insurer approved procedures. Pursuant to U.C.A. §78-45-7.15(8), the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

15. The parent who obtains medical or dental insurance for the minor child shall provide verification (a card) of coverage to the other parent, or to the Office of Recovery Services, upon initial enrollment of the minor child and thereafter any change in insurance carrier, premium or benefits within thirty (30) days of the date he or she first knew or should have known of the change.

16. Each of the parties is required to pay one-half of any work related child care costs actually incurred. Payment should be contingent upon the non-custodial parent's receipt of proof of the childcare expenses within 30 days of the expense being incurred. When Petitioner is available, preference will be given to allow him to care for the child instead of putting the child in day care.

17. Petitioner has loaned money to Respondent, which amount is \$5,100. Petitioner is awarded a judgment in the amount of \$5,100 with interest at the legal rate.

18. Respondent shall claim Ariann as a dependent for income tax purposes, with the provision that Petitioner may purchase the tax exemption by making the Respondent income tax neutral, meaning that Petitioner shall pay to Respondent any increase in the amount of tax due or shall match any refund Respondent would have received as a result of Petitioner using the exemption. Notwithstanding the foregoing, if claiming the minor child as a dependent will not result in a tax benefit to one of the parents, then the other may claim the minor child on his or her taxes.

19. Each party shall pay their own costs and attorney fees incurred in this action.



20. If either party fails to perform his or her obligations under the judgment to be filed herein, such person shall be required to pay all costs and attorney fees incurred by the other party in enforcing the terms of the judgment.

21. Each of the parties shall cooperate in implementing any of the provisions of the judgment entered herein.

22. In the event that either party relocates, U.C.A. §U.C.A.30-3-37 shall apply.

23. The parties shall provide each other an itinerary as contemplated in U.C.A. §30-3-36.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2007.

BY THE COURT:

\_\_\_\_\_  
DISTRICT JUDGE

SEVENTH JUDICIAL DISTRICT COURT  
Grand County

FILED JUL 30 2007

CLERK OF THE COURT  
Deputy

**HEUGLY & OLSEN, PLLC**

Sonny J. Olsen, 11308

Dusten L. Heugly, 10103

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Price, Utah 84501

Telephone: 435-637-3353

Facsimile: 435-637-6261

**Attorneys for Respondent**

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

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

**FINDINGS OF FACT AND  
CONCLUSIONS OF LAW**

Case No. : 0547-3

Judge Lyle R. Anderson

Respondent Renee Globis submits the following Findings of Fact and Conclusions of Law. It is Respondent's understanding that Petitioner submitted his own findings and conclusions, but Petitioner did not provide Respondent with a final set concerning what he was submitting. Therefore, Respondent could not submit objections, and consequently must submit her own findings to the Court.

This matter came before the Court for trial on the 17<sup>th</sup> day of August, 2007. Petitioner was present and represented by Craig C. Halls. Respondent was present and represented by her counsel, Sonny Olsen. The Court heard terms of a stipulation that the parties had entered into and found it to be reasonable. The Court heard evidence and testimony concerning the following issues: (1) Determination of reasonable and appropriate parent time; (2) Determination of the

custodial arrangements concerning the parties' minor child; (3) Determination of child support and any arrearages; and (4) Determination of any monies owed to the parties regarding support payments.

Therefore, being fully advised in the premises, the Court makes and enters its

### **FINDINGS OF FACT**

1. Petitioner and Respondent are residents of Grand County, State of Utah, and were for more than three (3) months immediately prior to the commencement of this action.

2. The parties are not married.

3. The parties have one child, Ariann Lucinda ("Ariann"), born August 9, 2004.

4. Neither party has participated, as a party, witness or in any other capacity, in any other litigation concerning the custody of the parties' minor child in Utah or any other state.

5. Neither party knows of a person not a party to this proceeding who has physical custody of the parties' minor child or who claims to have custody or parent-time rights with respect to the parties' minor child.

6. Neither party is an unfit parent.

7. Respondent has been the primary caregiver and caretaker of Ariann.

8. Respondent should have primary physical custody of Ariann.

9. The parties should have joint-legal custody of Ariann.

10. The Court made its determination by focusing on the following factors, found in U.C.A. §30-3-10.2(2)(a) through (j). Accordingly, the court finds that:

- a. It is in the best interest of Ariann and Ariann will benefit physically, psychologically and emotionally from joint legal custody;

- b. Both parents have an ability to give first priority to the welfare of Ariann and to reach shared decisions in her best interest;
- c. Each parent is capable of encouraging, accepting a positive relationship between Ariann and the other parent, including the sharing of love, affection and encouraging contact with the other parent;
- d. Both parents were substantially involved in raising Arian before the parties separated.
- e. The parties are living approximately 20 to 30 miles apart and the geographical proximity of the homes is adequate for joint legal custody.
- f. There is no preference expressed to the child because of the age of the child and the Court makes no finding in that regard;
- g. There is a concern with regard to the ability to shield Ariann from conflict, and in fact, there has been conflict and some difficulty, but on balance, the Court finds that the parties have been able to resolve these issues and these conflicts are not so severe that the parties cannot work them out. The Court therefore finds that subpart (g) can be determined a positive;
- h. There is an ability of the parents to cooperate with each other and to make decisions jointly and there is evidence that they have done so to the benefit of Ariann's and the parties' relationship;
- i. There is no history for potential child abuse, spouse abuse, neglect or kidnapping.
- j. Petitioner should have reasonable parent time visits as set forth herein;

k. Grand County, Utah is Ariann's county of residence for purposes of custodial determinations.

11. The parties agreed that parent time is appropriate and should continue as the parties have done in the past. If, in the future, the parties cannot agree on parent time, Petitioner shall have parent time in accordance with the statutory guidelines found at U.C.A. §35-3-35, with the addition of one overnight visit per week. Initially, Petitioner shall have Ariann during the week on Tuesdays and Wednesdays; this will be the overnight visit. When Ariann is not in school, Petitioner should be allowed to pick her up by 10:00 a.m. on Tuesday and return her by 6:00 p.m. the following day. Weekend visits shall begin and end in accordance with U.C.A. §30-3-35(2)(b).

12. The parties should exchange information whenever possible with regard to all aspects of the child's rearing, but particularly with regard to the health, education and welfare of the child and also with regard to religious preferences for upbringing.

13. Where the parties disagree, the Respondent shall have the final say and if the parties cannot agree, Petitioner will be allowed to turn to the Court for resolution. The losing party in litigation will pay the other party's attorney's fees and court costs.

14. Child support should be paid in accordance with the Utah Uniform Civil Liability for Support Act based on the parties' incomes, joint custody worksheet. Petitioner's income is currently \$5,000 per month. Respondent's income is currently \$883 per month. Support shall be at the rate of \$502.35 per month.

15. Support shall be paid until Ariann reaches eighteen (18) years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later. The parties will exchange income information on a yearly basis on or before February 15;

if the parties' income has changed, they may adjust support using the new income figures in accordance with the child support guidelines, joint custody worksheet. Support shall begin August, 2007.

16. The child support order should include as a means of collecting child support, a provision for automatic income withholding if the paying parent is in arrears 30 days or more, pursuant to Section 78-45-3 and 62A-11-401 et seq. Utah Code Annotated, as amended.

17. Pursuant to U.C.A. §78-45-7.11, the base child support award should be reduced by 50% for time periods during which the child is with the Petitioner for at least 25 of any 30 consecutive days; there shall be a reduction of 25% during times when Ariann is with the Petitioner for 12 of 30 consecutive days. Normal parent time and holiday visits to the custodial parent should not be considered an interruption of the consecutive day requirement.

18. Because Petitioner's employment required him to travel outside of Grand County on a frequent basis, the parties agree that it is reasonable for Petitioner to give Respondent 72 hours' notice that he is leaving town or when he is returning to Moab.

19. The parties agree not to call one another names, yell at one another, make disparaging comments about one another and/or swear at one another and to make the exchange for parent time a peaceful event.

20. Each of the parties should be responsible for the purchase and maintenance of medical and dental insurance for Ariann if coverage is or becomes available at a reasonable cost through their employment or otherwise.

21. Currently, Petitioner has medical coverage available to him for the next two years while it is available through his employment. Petitioner and Respondent should share the cost of

the increased premium amount pertaining to Ariann's coverage. Petitioner should provide Respondent proof of this amount and the parties should share the cost of this amount equally.

22. At such time as insurance coverage is no longer available to Petitioner through his current employment, both parties will explore obtaining coverage through employment. The party who can obtain coverage at the best rates shall maintain such coverage for the benefit of the minor child. Both parties shall pay one-half of any out-of-pocket expense incurred on behalf of the child, including premiums, co-pays, deductibles, etc. The party incurring the expense shall provide to the other party documentation supporting such expense within 30 days of incurring the expense. Treatment for which Petitioner is obligated to contribute to are limited to conventional medical, AMA or insurer approved procedures. Pursuant to U.C.A. §78-45-7.15(8), the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

23. The parent who obtains medical or dental insurance for the minor child shall provide verification (a card) of coverage to the other parent, or to the Office of Recovery Services, upon initial enrollment of the minor child and thereafter any change in insurance carrier, premium or benefits within thirty (30) days of the date he or she first knew or should have known of the change.

24. Each of the parties should be required to pay one-half of any work related child care costs actually incurred. Payment should be contingent upon the non-custodial parent's receipt of proof of the childcare expenses within 30 days of the expense being incurred. When Petitioner is available, preference will be given to allow him to care for the child instead of putting the child in day care.

25. Petitioner has loaned money to Respondent, which amount is \$5,100. Petitioner is entitled to a judgment in the amount of \$5,100 with interest at the legal rate.

26. Respondent is entitled to claim Ariann as a dependent for income tax purposes, with the provision that Petitioner may purchase the tax exemption by making the Respondent income tax neutral, meaning that Petitioner shall pay to Respondent any increase in the amount of tax due or shall match any refund Respondent would have received as a result of Petitioner using the exemption. Notwithstanding the foregoing, if claiming the minor child as a dependent will not result in a tax benefit to one of the parents, then the other may claim the minor child on his or her taxes.

27. Each of the parties agrees to pay their own costs and attorney fees incurred in this action.

28. If either party fails to perform his or her obligations under the judgment to be filed herein, such person shall be required to pay all costs and attorney fees incurred by the other party in enforcing the terms of the judgment.

29. Each of the parties shall cooperate in implementing any of the provisions of the judgment entered herein.

30. In the event that either party relocates, U.C.A. §U.C.A.30-3-37 shall apply.

31. The parties will provide each other an itinerary as contemplated in U.C.A. §30-3-36.

32. These findings shall survive and shall not be merged into any judgment, decree or order which may be issue hereafter.



Based upon the foregoing, the Court makes and enters its

CONCLUSIONS OF LAW

1. The parties should be awarded joint legal custody of Ariann, with Respondent being Ariann's primary physical custodian.
2. The issues of child support, day care costs, medical and dental insurance, out of pocket medical expenses, tax exemptions, parent time shall be resolved as set forth in the Findings of Fact.
3. All other matters set forth in the Findings of Fact shall be ordered in accordance therewith.

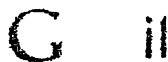
DATED this \_\_\_\_ day of \_\_\_\_\_, 2007.

BY THE COURT:

\_\_\_\_\_  
DISTRICT JUDGE

# EXHIBIT 4

(Email to Petitioner, UCA § 30-3-37)  
(February 28, 2008)

Search results are not indexed[Compose Mail](#)CNN.com Recently Published/Updated: [Defense urges McCain trade's release](#)[Back to Inbox](#)[More Actions](#)[Newer 3 of 7 Older](#)[Inbox \(3\)](#)**Fw: Moving!** Inbox 1[New window](#)[Print all](#)[Starred](#)

Renee to me

show details 11:25 AM (30 minutes ago)

[Reply](#)[Chats](#)[Sent Mail](#)[Drafts](#)[All Mail](#)[Spam](#)[Trash](#)[Contacts](#)[Chat](#)

Renee Globis

Set status here

(1 k)

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Jacob Tade

[Options](#) [Add Contact](#)[Labels](#)[Edit labels](#)[Invite a friend](#)  
[Give Gmail to](#) 50 left[Preview Invite](#)

--- Original Message ---

From: [Renee](#)To: [greg child](#)

Sent: Thursday, February 28, 2008 11:15 AM

Subject: Moving!

Hi Greg,

It is time for me to affirm my plan for my current situation in notifying you.

I need to move. I am trying to relocate to the Salt Lake area. I must do this for many reasons. Most of which revolve around my economic situation here in Moab. As well as, other priorities. I would like to work with you with this transition, regarding Ariann. I feel if we work together in caring for her, while I get established up in Salt Lake, it will be a much smoother and positive change for her.

I would like to work with you, on establishing a 'new' visitation outline, and not 'our' attorney's.

She is my top priority. She is the most important part of both our lives. Truly, fact is we need to maintain her stability as best we can through this move. I would like to discuss how we can do that together, for her. It may mean that she stay with you while I get established up there. I do hope we can cooperate during this time. It is very crucial to me that she is secure and in a safe place for the change that is about to take place.

I am doing this for her! For my life with her. Financially, I have my back against the wall. I realize this probably does not come as a shock to you. As you understand & we have discussed my situation here and moving in the past. So, please take all considerations with my decision here. I would like for you to realize I must gain some independence for myself, and for my daughter. It is obvious you and I need to be financially independent, I'm sure you would agree.

I beg, encourage, and plead we do not go to court or use Attorney's to figure this out. I can not afford it! I believe at some point, like now...we need to start trying, and working together for Ariann. Three years & thousands later.

I believe we can do this, Greg. We will argue, but we will figure it out.

Thanks, I hope this is received with the understanding of what's best for 'our' daughter!

Love,  
renee[Reply](#)[Forward](#)[Back to Inbox](#)[More Actions](#)[Newer 3 of 7 Older](#)[Import contacts](#) from Yahoo, Outlook, and others into your Gmail contact list. [Learn more](#)

You are currently using 0 MB (0%) of your 6518 MB.

Gmail view: [standard](#) | [turn off chat](#) | [view HTML](#) | [Learn more](#)©2007 Google - [Terms](#) - [Gmail Blog](#) - [Google Home](#)

Letter of protocol for our Joint Legal Custody agreement.

March 4, 2008

Hi Greg,

As you know, I am moving from my address at 3970 Heather Lane. I have been ~~evicted~~ as of March 1st. I have a Judgement of \$1500.00 from Kelley, and I owe you \$875.00. Financially, I am unable to provide the standard of living in which I would like to, and stability here in Moab with my career as an architectural draftsman. I feel, I need to make progress in my life with and for my daughter. For Ariann's benefit in life, I need to get away from the highs and lows that Moab offers regarding work. However, it's very important to me that I gain my independence in all respects for raising Ariann.

As her Mother, I have decided that she and I have some more opportunities out there for us. I will be looking for work in the Salt Lake area and potentially Carbondale, Colorado, as it holds more deeper interests with ethical and natural building.

I will let you know, just as soon as, I have found a new place, with a new address.

I will have the help and support of three friends in the Salt Lake area, as well, for Ariann and I. I truly feel it to be a move in a positive direction for us.

Temporarily, I will be at David Wagstaff's house, if you need to contact me!

435-259-0335

400 Cliffview Ln.

Moab, Ut.

84532

Thanks for your understanding through this.

Renee Globis

I informed my landlord I was moving. I was never served papers nor official evicted. Sorry for the confusion of term in class. The word evicted.

(R)

# EXHIBIT 5

(‘Petition to Modify’)  
(February 29, 2008)

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

FILED

BY BCH  
1/8/11

---

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

---

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

---

PETITION TO MODIFY CUSTODY

Civil No. 0547-3  
Judge Lyle R. Anderson

COMES NOW the Petitioner and for cause of action states as follows:

1. The parties rights and duties pursuant to custody and visitation of the minor child Ariann was entered on October 30, 2007 in Grand County in the above entitled case.
2. Pursuant to the Court Order the parties were awarded joint legal custody of the minor child with Respondent having primary physical custody. The Petitioner was granted access to the child as set forth in the Order and Parenting Plan.

3. There has been a substantial change of circumstances since the Order was entered as follows:

A. The Respondent has indicated she will move from Grand County to the Salt Lake City area immediately.

B. The Respondent has not been employed at a sufficient level to support herself and the child since the entry of the Order. She does not have an ability to pay rent.

C. The Respondent has dissipated her assets (property) and has no visible means of support.

D. The Respondent is being evicted from her home and has no financial ability to obtain substitute housing.

E. The Respondent is unable to care for the minor child and provide the necessities for her care and support.

4. There has been a sufficient change of circumstance for the Court to consider a modification of the Custody Order.

5. It is no longer practical for the parties to maintain joint custody of the minor child with the parties living far apart. The joint legal custody arrangement is logistically impossible. Sole Custody should be awarded to Petitioner with rights of visitation to the Respondent.

6. Respondent's parent time should be in accordance with the minimum statutory guidelines for individuals living more than

150 miles apart. Petitioner wishes that the Respondent maintain a full role in Ariann's life, yet he is alarmed by Respondent's insolvency and refusal to work to provide normal means of support for herself and the child.

7. All of the remaining provisions of the Custody Order should remain in full force and effect.

WHEREFORE, Petitioner prays as follows:

1. That the Court find that a sufficient change of circumstances has occurred so that the Court may modify the Custody Order.

2. Awarding the primary physical custody of the minor child to the Petitioner, subject to Respondent's right to parent time in accordance with the minimum statutory relocation guidelines.

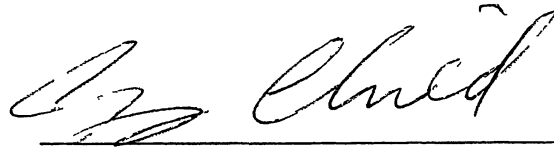
3. Adjusting the amount of child support to be paid in accordance with the sole custody worksheet based upon the current income of the parties.

4. For judgment and relief as set forth above.



5. For such other and further relief as the Court may deem just and proper.

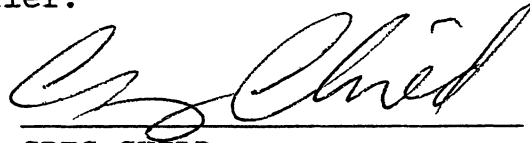
DATED this 29<sup>th</sup> day of Feb., 2008.



Greg Child  
Petitioner

STATE OF UTAH                    )  
  : ss.  
County of Grand                )

GREG CHILD being first duly sworn states that he is the Petitioner in the above entitled matter and that he has signed the same and the allegations there in are true and correct of his own knowledge, information and belief.



GREG CHILD

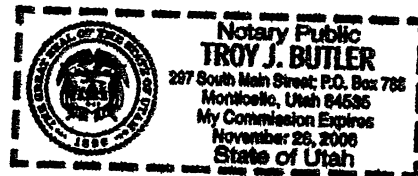
Subscribed and sworn to before me this 29 day of Feb., 2008.



Notary Public  
Residing at:

My Commission expires:

11/28/08



CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

BY BMS  
Deputy

---

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

---

GREG CHILD,

Petitioner,

AFFIDAVIT OF GREG CHILD

vs.

RENEE GLOBIS,

Respondent.

Civil No. 0547-3  
Judge Lyle R. Anderson

---

STATE OF UTAH     )  
                             :  
COUNTY OF GRAND )

Comes now Greg Child and on information and belief states  
and follows:

1. I am the Petitioner in the above entitled matter and have personal knowledge of the Respondent and her circumstances.
2. On about February 28, 2008 Respondent informed be by e-mail that she was moving to Salt Lake City area immediately.
3. She has a boyfriend that is from the Salt Lake area and has recently moved back to Salt Lake City.
4. Respondent has not had sufficient employment to support

herself since the entry of the Order in this case. Furthermore, she has indicated she is unwilling to take available employment in Moab as she desires to take work only if it relates to her goal to work as a draftsman, for which she is not yet fully qualified.

5. Respondent sold a her share in a 40 acre piece of property within the last 3 months and the proceeds have been spent taking care of liens, loans and other obligations.

6. I contacted Respondent on February 28<sup>th</sup> and received confirmation that she intends to move to Salt Lake.

7. I have been told by Respondent that she is being evicted from her residence and has no money to pay to cure the arrears which she says is at least \$875 x 2.

8. Respondent has stated that Ariann may need to stay with me until she can "get on her feet".

9. I have received no written or verbal notice of her intent to move until February 28, 2008.

10. My understanding of her plan to move is that it is immediate, within hours or days.

11. Respondent has no place to stay, nor money to acquire housing. If she goes it is unclear where her address will be or what her phone number will be.

12. If Ariann is allowed to go to Salt Lake it will severely limit my parent time with her.

13. I have had Ariann in excess of every other weekend and at least one night per week for the past year, and for uninterrupted periods as long as five days, and on other ongoing, regular and significant times.

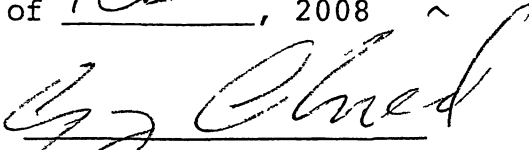
14. Respondent has indicated she is unable or unwilling to pay her share of dental care prescribed for the child as well as the cost of preschool at First Baptist Church.

15. I am concerned that the Respondent is insolvent, homeless, and in debt and wishes to leave Grand County for an unspecified place with no employment.

16. I desire that I be able to maintain the contact that I have enjoyed to this point and that Ariann live within reasonable proximity so that both parents may maintain full involvement.

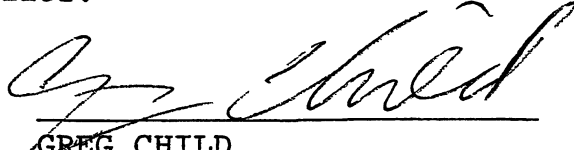
17. I have developed a close bond with Ariann and I have the income and facilities to care for her where she will be protected from undue hardship.

18. I believe that if Ariann goes with Renee or even if she stays in Moab and Renees' financial circumstances do not improve that she will suffer physical hardship and thereby emotional distress.


Dated this 29<sup>th</sup> day of Feb, 2008 ~  
  
GREG CHILD

STATE OF UTAH                     )  
  : ss.  
County of Grand                 )

GREG CHILD being first duly sworn states that he is the Petitioner in the above entitled matter and that he has signed the same and the allegations there in are true and correct of his own knowledge, information and belief.

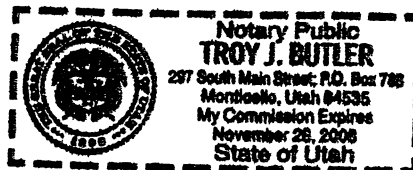
  
GREG CHILD

Subscribed and sworn to before me this 29 day of Feb, 2008.

  
Notary Public  
Residing at:

My Commission expires:

11/28/08



Answers for "Order for Hearing"  
March 20, 2008

Civil Cas # 0547-3  
SEVENTH DISTRICT COURT  
Grand County

Respondant/Defendant  
Renee Globis  
202 Shafer Lane  
P.Box 59  
Moab, Utah  
84532  
(435) 210-0526

FILED MAR 21 2008  
CLERK OF THE COURT  
BY                      Deputy

1. Deny: Per the Custody Order, dated October 28, 2008, in which refers to Relocation UCA 30-3-37, whereas, child support was not received for March 2007 through August 2007 from Petitioner to Respondant.
2. Deny: Geographical distance, age of child, and stability will require revising the visitation schedule that has been outlined in reference to the Custody Order," dated October 28, 2008.
3. Admit: I agree to UCA 30-3-37 apply to Petitioner for visitation, with Respondant and Petitioner, maintaining 'Joint Legal Custody.' As well as, Respondant maintaining 'Primary/Sole Physical Custody.'
4. Deny: A verbal conversation was held per telephone conversation the evening of Tuesday, Feb. 26, 2008. Then an email on the 28th of Feb. 2008, and a written certified letter to Greg Child on March 4, 2008.



Renee Globis

000167

Answer



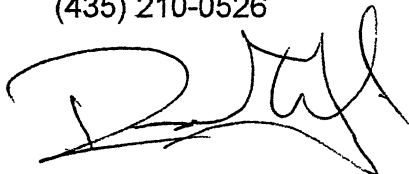
## Certificate of Mailing

I, Renee Globis, hereby certify that I mailed a copy of the foregoing  
*Answers to the following, postage prepaid,*

this 20 day of March, 2008.

Attorney at Law  
Craig Halls  
333 South State St.  
Blanding, Utah 84511  
(435) 678-3333

Respondant  
Renee Globis  
P.O.Box 59  
Moab, Utah 84532  
(435) 210-0526

A handwritten signature in black ink, appearing to read "Renee Globis", with a stylized, flowing script.

**SEVENTH DISTRICT COURT  
Grand County**

**HEUGLY & OLSEN, PLLC**

Dusten L. Heugly 10103

Sonny J. Olsen 11308

Michael D. Olsen 11418


1375 South 100 East

Price, Utah 84501

Telephone: 435-637-3353

Facsimile: 435-637-6261

**Attorneys for Respondent**

**FILED** **APR 29 2008**  
**CLERK OF THE COURT**  
BY  Deputy

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

<p>GREG CHILD,</p> <p>Petitioner,</p> <p>vs.</p> <p>RENEE GLOBIS,</p> <p>Respondent.</p>	<p><b>RESPONDENT'S RESPONSES TO PETITIONER'S INTERROGATORIES, AND REQUEST FOR PRODUCTION OF DOCUMENTS</b></p> <p>Case No.: 0547-3</p> <p>Judge: Lyle R. Anderson</p>
--	--

Respondent submits her responses to Petitioner's Interrogatories and Requests for Production as follows:

**INTERROGATORIES**

**INTERROGATORY NO. 1:** Please provide your current address and telephone numbers.

**Response:** 836 S. 1100 E., Salt Lake City, Utah 84102, 435.210.0526

**INTERROGATORY NO. 2:** With regard to your current living arrangements, please provide the name, address and telephone number of the person who owns said premises.



**Response:** Melinda McIlwaine, 801.363.1668

**INTERROGATORY NO. 3:** Please provide the name, address and telephone number of any individual who also resides at such address.

**Response:** Renee Globis; Ariann Child; 435.210.0526.

**INTERROGATORY NO. 4:** State the terms under which you are occupying the premises where you are living, such as renting, leasing, or other arrangement, the length of any lease or rental agreement, the amount paid per month for occupation of the subject premises, and any amounts paid as security or other deposits.

**Response:** Respondent objects to this interrogatory because it is vague and ambiguous and not susceptible to a knowledgeable response, and because it is a compound question. Without waiving her objection, Respondent responds as follows: Respondent is leasing month to month from a friend. She did not pay a security deposit. She cannot afford a longer lease term because she has to pay most of her disposable income in attorney's fees to defend this action. If Petitioner would back off, then Respondent would be able to get into a more suitable arrangement for her and Ariann.

**INTERROGATORY NO. 5:** Please provide the name, address and telephone number of your landlord or other person or entity who owns the subject premises.

**Response:** See answer to Interrogatory No. 2.

**INTERROGATORY NO. 6:** Please provide the name, address and telephone number of your present employer.

**Response:** Respondent is self-employed. Telephone number is 435.210.0526, P.O. Box 59, Moab, Utah 84532. Respondent is seeking full time employment and has

established some nice contacts in Park City and Salt Lake City, which should help her bottom line in terms of profits and allow her to become more self-sufficient. Respondent hopes to obtain full-time employment working with a firm at the rate of \$35/hr, but this action is limiting the amount of time she can put into a job search.

**INTERROGATORY NO. 7:** With regard to your employment provide:

- a. The number of hours worked per week;
- b. The type of work performed and job title;
- c. The compensation you received for such work.

**Response:**

- a. Varies 10 to 40 per week.
- b. Architectural drafting and design.
- c. \$35/hour on average.

**INTERROGATORY NO. 8:** Please state whether or not you have in day care.

If your answer is in the affirmative, please provide:

- a. The name, address and telephone number of the individual who cares for the child;
- b. The address where the child is cared for;
- c. Whether the daycare is a private individual or a licensed day care center;
- d. The number of hours per week Ariann is in daycare.

**Response:** No. It is not necessary to provide daycare with the move to Salt Lake City.

**INTERROGATORY NO. 9** Please provide the names and addresses of any individuals you intend to call as witnesses at the hearing of this matter and provide a summary of their anticipated testimony.

**Response:** Respondent objects to this interrogatory because it is premature. Respondent will provide a list of pre-trial disclosures as required by Rule 26 of the U.R.C.P.

**REQUEST FOR PRODUCTION OF DOCUMENTS**

**REQUEST NO. 1:** Please provide a copy of your rental or lease agreement for your current residence.

**Response:** See answer to Interrogatory No. 4.

**REQUEST NO. 2:** Please provide copies of your last four paychecks or direct deposit information.

**Response:** Respondent objects to this request as being vague and ambiguous and not susceptible to a knowledgeable response and objects based on relevancy and because the request is premature. Without waiving her objection, Respondent responds as follows: Respondent is tracking down copies of her last four paychecks and/or relevant banking information and will supplement this response when she has the requested information.

DATED this 24<sup>th</sup> day of April 2008.

HEUGLY & OLSEN, PLLC

  
SONNY J. OLSEN  
Attorney for Respondent

**HEUGLY & OLSEN, PLLC**

Dusten L. Heugly, 10103

Sonny J. Olsen, 11308

Michael D. Olsen, 11418

1375 South 100 East

Price, Utah 84501

Telephone: 435-637-3353

Facsimile: 435-637-6261

**Attorneys for Respondent**

**SEVENTH DISTRICT COURT**  
**Grand County**

FILED

**APR 29 2008**

**CLERK OF THE COURT**

Deputy

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

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

**CERTIFICATE OF SERVICE**

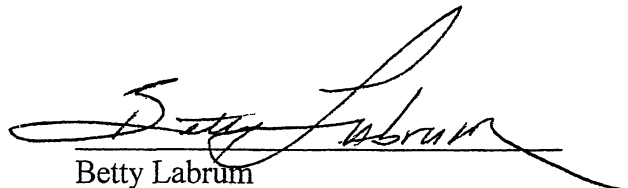
Civil No. : 0547-3

Judge: Lyle R. Anderson

I hereby certify that on the **28th** day of **April 2008**, I mailed the original Respondent's Responses to Petitioner's Interrogatories, and Request for Production of Document to:

Craig C. Halls  
Attorney at Law  
333 South State Street  
Blanding, UT 84511

HEUGLY & OLSEN, PLLC

  
Betty Labrum  
Secretary

# EXHIBIT 6

(‘Proposed Order’ Submitted to  
Petitioner’s Counselor)  
(July 21, 2008)



ATTORNEYS AT LAW

Dusten L. Heugly  
Sonny J. Olsen  
Michael D. Olsen

July 21, 2008

Craig C. Halls  
Attorney at Law  
333 South State Street  
Blanding, UT 84511

**Re: Child vs. Globis**

Dear Craig,

Enclosed please find the proposed Order (Re: Petitioner's Petition to Modify Order) for your approval. If you approve of the form of the Order, please sign in the space provided and deliver the Order to the Court. You will be notified when the Order has the Court's approval. However, if you do not approve of the form of the Order, please contact Sonny with any changes.

Sincerely,

HEUGLY & OLSEN, PLLC

A handwritten signature in cursive script, appearing to read "Mary Olsen", is written over the typed name.

Mary Olsen  
Legal Assistant

South 100 East,  
Utah 84501

(435) 637-3353  
(435) 637-6261

1st Main,  
Dale, Utah 84513  
(435) 381-2095

1st Main, Suite 5,  
Utah 84532  
(435) 259-2424

@heuglylaw.com

/mo  
Enclosure  
cc: Renee Globis

FILED SEP 29 2008

CLERK OF THE COURT  
BY \_\_\_\_\_ Deputy

**HEUGLY & OLSEN, PLLC**

Dusten L. Heugly, 10103

Sonny J. Olsen, 11308

1375 South 100 East

Price, Utah 84501

Telephone: 435-637-3353

Facsimile: 435-637-6261

**Attorneys for Respondent**

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

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

**PROPOSED ORDER  
(Re: Petitioner's Petition to Modify  
Order)**

Case No.: 0547-3

Judge: Lyle R. Anderson

This matter came before the Court for trial on July 9, 2008 regarding Petitioner's Petition to Modify Order.

The parties reached a stipulation on some of the issues, which was presented to the Court. Additionally, the parties presented argument to the Court regarding several issues. The Court having reviewed the terms of the stipulation, the argument concerning the remaining issues, and the pleadings before the Court, the Court's finds and rules as follows:

1. The Court did not make a determination regarding whether a substantial and material change in circumstances occurred in this matter.

2. Child support shall be modified as follows: Petitioner makes \$3,583 per month and Respondent makes \$3,633 per month. Accordingly, child support shall be set at

\$350.50 per month. Petitioner is no longer entitled to a credit towards his child support for medical coverage premiums.

3. Petitioner had sufficient reasons to file the Petition to Modify. The Court finds the Petitioner was not submitted to the Court in bad faith or meant to harass Respondent, but rather related to the circumstances of her move from the Moab, Utah area. Accordingly, Petitioner is entitled to repayment of \$438 in attorney's fees the Court ordered Petitioner pay Respondent to defend this matter. Petitioner is authorized to withhold \$50 per month of child support until the amount of \$438 is paid in full. Interest shall not accrue on this debt.

4. Each party will bear their own attorney's fees and costs in this matter.

5. Petitioner's parent-time with Respondent shall be as follows:

a. Until Ariann is enrolled in school full-time, Petitioner shall have one week uninterrupted with Ariann each month, and his summer parent time shall be a total of four weeks, which amount includes the aforementioned period of one week. The first two weeks shall be uninterrupted. After the initial two week period, Respondent shall see Ariann beginning Friday at 6:00 p.m. and continuing until the following Sunday at 6:00 p.m., whereby Petitioner will then exercise his remaining two weeks of uninterrupted parent-time. For the first six months after the entry of this Order, Petitioner and Respondent shall share equally the costs of transporting Ariann for parent-time. Each party is responsible for the one way drop-off and pick-up of Ariann. Thereafter, until Ariann is enrolled in school full-time, Respondent is to pay the reasonable transportation costs of the pick-up and drop-off of Ariann, and each



b. When Ariann is enrolled in school full-time, Petitioner's parent-time shall be as set forth in Utah Code Annotated §30-3-32 through §30-3-37, except as set forth below:

- i. Petitioner shall have the option of exercising parent-time with Ariann every other weekend, beginning Friday evening at 6:00 p.m. and continuing until 6:00 p.m. Sunday evening. Prior to exercising the option, Petitioner shall notify Respondent one month in advance of his intent to exercise the option with Ariann. Respondent will bear the cost of transportation for the first weekend in the month. If Petitioner elects to exercise parent-time for the second weekend in the month, he must bear his own transportation costs for the second weekend. Each party is responsible for the one way drop-off and pick-up of Ariann regardless of the weekend.
- ii. Summer parent-time when Ariann is in school will be as follows: Petitioner is awarded six weeks of parent-time. The first three week period will be uninterrupted. Then, Ariann will spend the next week uninterrupted with Respondent. The subsequent three week period is Petitioner's remaining weeks to be spent uninterrupted. Petitioner and Respondent shall share equally the costs of transporting Ariann for parent-time in the summer. Each party is responsible for the one way drop-off and pick-up of

iii. The parties shall collaborate and share their schedules with one another to establish summer parent-time.

6. Respondent and Petitioner each have medical coverage for Ariann and both shall pay the respective premiums for Ariann's coverage as long as it is available at a reasonable cost through their employer. Petitioner shall pay Respondent ½ of Ariann's dental coverage premium each month.

7. Each party shall have reasonable telephone contact to Ariann while Ariann is in the other parent's care. Telephone calls shall be at a reasonable time and for a reasonable duration.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

BY THE COURT:

\_\_\_\_\_  
LYLE R. LYMAN  
District Court Judge

Approved as to form and content:

\_\_\_\_\_  
Craig Halls  
Attorney for Petitioner

# EXHIBIT 7

(Minute Entry re: Hearings)

CASE NUMBER 054700003 Custody and Support

---

RENEE GLOBIS

02-01-05 Filed: ACCEPTANCE OF SERVICE

03-09-06 Notice - Notice of Intent for Case 054700003

Clerk: PAMELA BRIDWELL

Notice is hereby given that the above entitled matter will be dismissed pursuant to Code of Judicial Administration Rule 4-103 for failure to file a certificate of readiness for trial within 330 days of defendant's answer. Unless a certificate of readiness for trial or written statement showing good cause not to dismiss is received by the court within 20 days of this notice, the court will dismiss without further notice.

03-20-06 Filed: RESPONSE TO COURT'S NOTICE OF INTENT TO DISMISS

06-28-06 Notice - Notice of Intent for Case 054700003

Clerk: PAMELA BRIDWELL

Notice is hereby given that, due to inactivity, the above entitled matter may be dismissed for lack of prosecution pursuant to Rule 4-103(2), Code of Judicial Administration. Unless a written statement is received by the court within 20 days of this notice showing good cause why this should not be dismissed, the court will dismiss without further notice.

07-26-06 Filed: CERTIFICATE OF READINESS FOR TRIAL

07-26-06 Filed: RESPONSE TO NOTICE OF INTENT TO DISMISS

08-31-06 Note: The case was taken off of OTSC hold

09-05-06 SCHEDULING CONFERENCE scheduled on September 26, 2006 at 09:00 AM in DIST. COURT with Judge ANDERSON.

09-05-06 Notice - NOTICE for Case 054700003 ID 6728019

SCHEDULING CONFERENCE is scheduled.

Date: 09/26/2006

Time: 09:00 a.m.

Location: DIST. COURT

GRAND COUNTY COURTHOUSE

125 EAST CENTER

MOAB, UT 84532

Before Judge: LYLE R. ANDERSON

09-26-06 Minute Entry - Minutes for SCHEDULING CONFERENCE

Judge: LYLE R. ANDERSON

Clerk: pamelaab

PRESENT

Petitioner's Attorney: ROSALIE M REILLY

Attorney for the Respondent: KRISTINE M ROGERS

Audio

Tape Number: CD 118 Tape Count: 9:03:45

---

HEARING

TAPE: CD 118 COUNT: 9:03:45

CASE NUMBER 054700003 Custody and Support

---

Ms. Reilly states that most of the issues have been resolved. They need a deadline to provide information on child support. The court would like a planning order and mediation if the issue can't be resolved.

The court will put a date in on the order submitted. The court orders Ms. Reilly and Ms. Rogers to have an attorney planning meeting today.

02-16-07 Filed: MOTION FOR APPOINTMENT OF MEDIATOR AND TO SET MEDIATION DEADLINE

Filed by: CHILD, GREG

02-27-07 Filed order: ORDER RE: PETITIONER'S MOTION FOR APPOINTMENT OF MEDIATOR AND TO SET MEDIATION DEADLINE

Judge LYLE R ANDERSON

Signed February 27, 2007

03-08-07 Notice - NOTICE for Case 054700003 ID 11039258  
STATUS OF CASE is scheduled.

Date: 04/03/2007

Time: 09:00 a.m.

Location: DIST. COURT

GRAND COUNTY COURTHOUSE

125 EAST CENTER

MOAB, UT 84532

Before Judge: LYLE R. ANDERSON

03-08-07 STATUS OF CASE scheduled on April 03, 2007 at 09:00 AM in DIST. COURT with Judge ANDERSON.

03-29-07 Filed: APPEARANCE OF COUNSEL

04-03-07 Minute Entry - Minutes for STATUS OF CASE

Judge: LYLE R. ANDERSON

Clerk: pamelaab

PRESENT

Petitioner's Attorney: CRAIG C HALLS

Attorney for the Respondent: KRISTINE M ROGERS

Audio

Tape Number: CD 140 Tape Count: 9:14:25

---

#### HEARING

TAPE: CD 140 COUNT: 9:14:25

Mr. Halls states that mediation was ordered and they are prepared to go through with it. Mr. Halls and Ms. Rogers asks for a trial date.

BENCH TRIAL is scheduled.

Date: 08/17/2007

Time: 09:00 a.m.

Location: DIST. COURT

GRAND COUNTY COURTHOUSE

125 EAST CENTER

CASE NUMBER 054700003 Custody and Support

---

MOAB, UT 84532

Before Judge: LYLE R. ANDERSON

04-03-07 BENCH TRIAL scheduled on August 17, 2007 at 09:00 AM in DIST.  
COURT with Judge ANDERSON.

06-27-07 Filed: MEDIATION DISPOSITION

07-25-07 Fee Account created Total Due: 5.00

07-25-07 TELEPHONE/FAX CHARGE Payment Received: 5.00

07-25-07 Filed: MOTION FOR LEAVE TO WITHDRAW AS COUNSEL

Filed by: ROGERS, KRISTINE M

07-30-07 Filed: OBJECTION TO MOTION FOR LEAVE TO WITHDRAW AS COUNSEL

08-01-07 Filed: ENTRY OF APPEARANCE

08-01-07 Filed: REQUEST TO SUBMIT FOR DECISION

08-02-07 Filed order: ORDER REGARDING MOTION FOR LEAVE TO WITHDRAW AS  
COUNSEL (DENIED)

Judge LYLE R ANDERSON

Signed August 02, 2007

08-03-07 Filed: (FAX) OBJECTION TO MOTION TO CONTINUE BENCH TRIAL

08-07-07 Filed: OBJECTION TO MOTION TO CONTINUE BENCH TRIAL

08-07-07 Filed order: ORDER

Judge LYLE R ANDERSON

Signed August 07, 2007

08-13-07 Filed: MOTION FOR LEAVE TO WITHDRAW AS COUNSEL

Filed by: OLSEN, SONNY J

08-17-07 Minute Entry - Minutes for Bench Trial

Judge: LYLE R. ANDERSON

Clerk: pamelaab

PRESENT

Petitioner's Attorney: CRAIG C HALLS

Petitioner(s): GREG CHILD

Attorney for the Respondent: SONNY J OLSEN

Respondent(s): RENEE GLOBIS

Tape Number: CD 153 Tape Count: 9:10:42

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TRIAL

TAPE: CD 153 COUNT: 9:10:42

Mr. Halls makes an opening statement.

Greg Child is sworn and examined by Mr. Halls

Exhibit #1 is offered and received.

Exhibits 2, 3 and 4 are offered and received.

Exhibit 5 is offered and received.

Exhibit #6 is offered and received.

Exhibit #7 & 8 is offered and received.

Mr. Olsen cross examines the witness.

Exhibit #9 is offered and received.

Mr. Halls redirects. Objection made - sustained - testimony is  
stricken. Mr. Halls rests.

CASE NUMBER 054700003 Custody and Support

---

Renee Globis is sworn and examined by Mr. Olsen. A lunch recess is taken and the matter will continue this afternoon at 1:30 pm.

Ms. Globis retakes the stand and Mr. Olsen continues to examine her.

Exhibit #10 and #11 are offered and received. Mr. Halls objects. Overruled.

Mr. Halls cross examines the witness.

Petitioner Exhibit #12 is marked offered and received.

Mr. Olsen redirects.

Jill Dastrup is sworn and examined by Mr. Olsen. Mr. Halls cross examines.

Greg Child is sworn and examined by Mr. Halls.

Mr. Olsen cross examines. Mr. Halls has nothing further.

Mr. Halls gives his closing arguments.

Mr. Olsen gives his closing arguments.

Court orders - joint legal custody of the child; Grand County will be residence of child until further order of court; mother will make decision if the parties can't agree; physical custody to be with the mother; stipulate to statutory visitation;

child support set beginning August 2007; uninsured expenses to be split by parents; judgment for dad - not to be taken out of child support; tax exemption - she to have it every year - sign over to him if it will not benefit her - he will have to pay her

the benefit she will lose; can exchange information about income each year; nothing to respondent in arrearages. Mr. Halls to prepare the findings and decree.

08-21-07	Fee Account created	Total Due:	10.00
08-21-07	AUDIO TAPE COPY	Payment Received:	10.00
09-11-07	Fee Account created	Total Due:	10.00
09-11-07	Fee Account created	Total Due:	0.50
09-11-07	AUDIO TAPE COPY	Payment Received:	10.00
09-11-07	COPY FEE	Payment Received:	0.50
10-03-07	Fee Account created	Total Due:	28.00
10-03-07	COPY FEE	Payment Received:	28.00
10-05-07	Filed: NOTICE OF SUBMISSION OF PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER		
10-09-07	Filed: CERTIFICATE OF MAILING		
10-15-07	Received: October 15, 2007		
	Container: #7 Statement from respondent to repay Location: Locker		
10-15-07	Filed: SUBMISSION OF SUPPLEMENT MATERIAL AND REQUEST FOR HEARING		
10-16-07	Fee Account created	Total Due:	2.75
10-16-07	COPY FEE	Payment Received:	2.75
10-16-07	Notice - NOTICE for Case 054700003 ID 11255767		
	REVIEW HEARING is scheduled.		
	Date: 10/30/2007		
	Time: 01:00 p.m.		
	Location: DIST. COURT		

CASE NUMBER 054700003 Custody and Support

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GRAND COUNTY COURTHOUSE  
125 EAST CENTER  
MOAB, UT 84532

Before Judge: LYLE R. ANDERSON

10-16-07 REVIEW HEARING scheduled on October 30, 2007 at 01:00 PM in  
DIST. COURT with Judge ANDERSON.

10-16-07 Notice - NOTICE for Case 054700003 ID 11255781  
REVIEW HEARING is scheduled.

Date: 10/30/2007

Time: 01:00 p.m.

Location: DIST. COURT

GRAND COUNTY COURTHOUSE  
125 EAST CENTER  
MOAB, UT 84532

Before Judge: LYLE R. ANDERSON

HEARING ON PROPOSED FINDINGS, CONCLUSIONS AND DECREE

10-16-07 REVIEW HEARING Cancelled.

Reason: Correct calendar

10-16-07 REVIEW HEARING scheduled on October 30, 2007 at 01:00 PM in  
DIST. COURT with Judge ANDERSON.

10-24-07 Filed: (FAX) RESPONDENT'S OBJECTION TO PETITIONER'S SUBMISSION  
OF SUPPLEMENTAL MATERIAL AND REQUEST FOR HEARING

10-26-07 Filed: RESPONDENT'S OBJECTION TO PETITIONER'S SUBMISSION OF  
SUPPLEMENTAL MATERIAL AND REQUEST FOR HEARING

10-30-07 Minute Entry - Minutes for Review Hearing

Judge: LYLE R. ANDERSON

Clerk: janeneo

PRESENT

Petitioner's Attorney: CRAIG C HALLS (TELEPHONICALLY)

Attorney for the Respondent: SONNY J OLSEN

Respondent(s): RENEE GLOBIS

Audio

Tape Number: CD 161 Tape Count: 1:22:11

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HEARING

TAPE: CD 161 COUNT: 1:22:11

Mr Halls is appearing telephonically and his client, Mr. Child is not present. Court addresses counsels regarding responsibility to prepare the orders.

Mr. Halls acknowledges that he was to prepare the orders and that they were submitted on October 5. Court then examines the paragraphs in the orders that parties are disagreeing on.

As to paragraph #7, Mr. Olsen objects to the word "liberal." Court overrules the objection.

As to paragraph #11 regarding attorney's fees, Court will



CASE NUMBER 054700003 Custody and Support

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consider awarding attorney fees to the party who prevails in any such dispute.

As to paragraph #17, the disputed amount of health care insurance premium that can be attributed to the child. Court orders the insurance premium to be set at \$127.00 for the child with each party contributing 1/2 subject to the right of the mother to file a motion to correct if wrong.

As to paragraph #30 regarding the child, Ariann Child, traveling internationally, Court will allow Ariann to travel to Australia with Mr. Childs at the age of 3 and 1/2 years and to other international locations beginning at the age of five.

Court signs the Verified Petition and Findings of Fact and Conclusions of Law. Court orders the clerk of court to enter for the record Mr. Olsen's proposed findings and conclusions as well.

10-30-07 Filed order: FINDINGS OF FACT AND CONCLUSIONS OF LAW

Judge LYLE R ANDERSON

Signed October 30, 2007

10-30-07 Filed order: ORDER RE: VERIFIED PETITION FOR PATERNITY, CUSTODY AND RELATED MATTERS

Judge LYLE R ANDERSON

Signed October 30, 2007

10-30-07 Filed: FINDINGS OF FACT AND CONCLUSIONS OF LAW - HUEGLY & OLSEN (Court ordered filed for the record)

10-30-07 Filed: ORDER: RE VERIFIED PETITION FOR PATERNITY AND CUSTODY - HEUGLY & OLSEN (Court ordered to be filed for the record)

10-30-07 Case Disposition is Judgment

Disposition Judge is LYLE R ANDERSON

11-05-07 Fee Account created	Total Due:	4.50	
11-05-07 COPY FEE	Payment Received:		4.50
11-07-07 Fee Account created	Total Due:	10.00	
11-07-07 Fee Account created	Total Due:	7.00	
11-07-07 Fee Account created	Total Due:	8.00	
11-07-07 AUDIO TAPE COPY	Payment Received:		10.00
11-07-07 CERTIFIED COPIES	Payment Received:		7.00
11-07-07 CERTIFICATION	Payment Received:		8.00

02-12-08 Notice - EVIDNOTC for Case 054700003 ID 11368836

Three months have elapsed since the final disposition of this case and no appeal or request for rehearing has been made. Pursuant to the Code of Judicial Administration Rule 4-206(9), you are notified that unless you withdraw the exhibits or file a written objection within 30 days, the exhibits will be disposed of pursuant to the Code of Judicial Administration Rule 4-206.

02-29-08 Filed: PETITION TO MODIFY CUSTODY

02-29-08 Filed: AFFIDAVIT OF GREG CHILD

02-29-08 Filed: Motion TO REVIEW PARENT TIME SCHEDULE AND COSTS AND FOR CONTEMPT

Filed by: HALLS, CRAIG C

03-04-08 Issued: ORDER FOR HEARING

CASE NUMBER 054700003 Custody and Support

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Judge LYLE R ANDERSON  
Hearing Date: April 01, 2008 Time: 09:00  
03-04-08 HEARING scheduled on April 01, 2008 at 09:00 AM in DIST. COURT  
with Judge ANDERSON.  
03-21-08 Filed: Answer  
RENEE GLOBIS  
  
03-27-08 Filed return: SUMMONS  
Party Served: GLOBIS, RENEE  
Service Type: Personal  
Service Date: March 20, 2008  
04-01-08 Minute Entry - Minutes for HEARING  
Judge: LYLE R ANDERSON  
Clerk: jennifer  
PRESENT  
Petitioner's Attorney: CRAIG C HALLS  
Petitioner(s): GREG CHILD  
Respondent(s): RENEE GLOBIS  
Audio  
Tape Number: CD 170 Tape Count: 9:03:30

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HEARING

TAPE: CD 170 COUNT: 9:03:30

Mr. Halls states the respondent would not like there to be any modification to the visitation.

Mr. Halls tells the court that Ms. Globis has been denying Mr. Child visitation of youth.

The court addresses Mr. Globis' living arrangements both in Moab and in Salt Lake City

Ms. Globis tells the court that she is living with a friend until she leaves for Salt Lake City. While living in Salt Lake Ms. Globis would like to refer to the relocation visitation guidelines.

The court questions parties regarding who will pay for the transportation for the visitations.

Mr. Halls addresses same.

Mr. Halls asks the court for a hearing date for the Petition to Modify.

The court orders the visitation be modified to that of the statutory schedule of parents who are separated a distance of more than 100 miles. Ms. Globis is not to pay for the travel expenses. Mr. Child is to pay for the travel expenses.

Ms. Globis will be hiring an attorney for the Petition to Modify.

Ms. Globis is to appear with her attorney and be ready to set a date for a trial on the Petition to Modify.

Ms. Globis tells the court her current address is 865 S 1100 E, Salt Lake City, UT 84105 with a phone # of 801-363-1668.

CASE NUMBER 054700003 Custody and Support

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Mr. Halls to prepare the order.

TRIAL SETTING is scheduled.

Date: 05/06/2008

Time: 09:00 a.m.

Location: DIST. COURT

GRAND COUNTY COURTHOUSE

125 EAST CENTER

MOAB, UT 84532

Before Judge: LYLE R ANDERSON

04-03-08 SCHEDULING TRIAL DATE scheduled on May 06, 2008 at 09:00 AM in  
DIST. COURT with Judge ANDERSON.

04-07-08 SCHEDULING TRIAL DATE Cancelled.

Reason: Clerk error.

04-07-08 TRIAL SETTING scheduled on May 06, 2008 at 09:00 AM in DIST.  
COURT with Judge ANDERSON.

04-10-08 Filed: VERIFIED MOTION OF RENEE GLOBIS FOR AWARD OF ATTORNEY'S  
FEES

Filed by: GLOBIS, RENEE

04-10-08 Filed: RESPONDENT'S ANSWER TO PETITION TO MODIFY CUSTODY;  
REQUEST FOR AWARD OF ATTORNEY'S FEES  
RENEE GLOBIS

04-14-08 Filed order: ORDER RE: EXPEDITED MOTION TO SHORTEN TIME TO  
RESPOND TO DISCOVERY

Judge LYLE R ANDERSON

Signed April 14, 2008

04-14-08 Filed: CERTIFICATE OF DELIVERY

04-14-08 Filed: EXPEDITED MOTION TO SHORTEN TIME TO RESPOND TO DISCOVERY  
AND SUPPORTING MEMORANDUM

Filed by: HALLS, CRAIG C

04-14-08 Filed: PETITIONERS INTERROGATORIES AND REQUESTS FOR PRODUCTION  
OF DOCUMENTS TO RESPONDENT

04-29-08 Filed: Notice to Submit FOR DECISION

04-29-08 Filed: CERTIFICATE OF SERVICE

04-29-08 Filed: (FAX) RESPONDENT'S RESPONSES TO PETITIONER'S  
INTERROGATORIES, AND REQUEST FOR PRODUCTION OF DOCUMENTS

04-29-08 Filed: (FAX) SUPPLEMENT TO PETITIONER'S RESPONSE TO MOTION TO  
AWARD ATTORNEY FEES

04-29-08 Filed: (FAX) RESPONSE TO MOTION TO AWARD ATTORNEY FEES

04-29-08 Filed order: ORDER (RE: VERIFIED MOTION OF RENEE GLOBIS FOR  
AWARD OF ATTORNEY'S FEES)

Judge LYLE R ANDERSON

Signed April 29, 2008

04-30-08 Filed: RESPONSE TO MOTION TO AWARD ATTORNEY FEES

04-30-08 Filed: SUPPLEMENT TO PETITIONER'S RESPONSE TO MOTION TO AWARD  
ATTORNEY FEES

CASE NUMBER 054700003 Custody and Support

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05-06-08 BENCH TRIAL scheduled on July 09, 2008 at 09:00 AM in DIST.  
COURT with Judge ANDERSON.

05-06-08 Minute Entry - Minutes for TRIAL SETTING

Judge: LYLE R ANDERSON

Clerk: bonnieb

PRESENT

Petitioner's Attorney: CRAIG C HALLS

Petitioner(s): GREG CHILD

Attorney for the Respondent: MICHAEL D OLSEN

Audio

Tape Number: CD-173 Tape Count: 09:08:06

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#### HEARING

TAPE: CD-173 COUNT: 09:08:06

Mr. Michael Olsen is appearing telephonically for Mr. Sonny Olsen,  
Mr. Halls is present with Mr. Child. Court sets trial date. Mr.  
Olsen is to clarify with his client the meaning of the visitation  
language that is in the decree.

BENCH TRIAL is scheduled.

Date: 07/09/2008

Time: 09:00 a.m.

Location: DIST. COURT

GRAND COUNTY COURTHOUSE

125 EAST CENTER

MOAB, UT 84532

Before Judge: LYLE R ANDERSON

05-13-08 Fee Account created Total Due: 10.00

05-13-08 AUDIO TAPE COPY Payment Received: 10.00

05-19-08 Filed: CERTIFICATE OF SERVICE

05-20-08 Filed: NOTICE OF SUBMISSION OF PROPOSED ORDER RE: SCHEDULING  
TRIAL AND CLARIFICATION OF OTHER MATTERS

05-27-08 Filed order: ORDER RE: SCHEDULING TRIAL AND CLARIFICATION OF  
OTHER MATTERS

Judge LYLE R ANDERSON

Signed May 27, 2008

06-16-08 Filed: CERTIFICATE OF DELIVERY OF RESPONSE TO REQUEST FOR  
ADMISSIONS

07-07-08 Filed: CERTIFICATE OF SERVICE

07-10-08 Notice - Final Exhibit List

07-10-08 Minute Entry - Minutes for BENCH TRIAL

Judge: LYLE R ANDERSON

Clerk: pamelaab

PRESENT

Petitioner's Attorney: CRAIG C HALLS

Petitioner(s): GREG CHILD

Attorney for the Respondent: SONNY J OLSEN

CASE NUMBER 054700003 Custody and Support

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Respondent(s): RENEE GLOBIS

Tape Number: Cd 176 Tape Count: 9:02:41

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TRIAL

Mr. Halls makes his opening statement. Mr. Olsen makes his opening statement. The court asks the parties to try to come to an agreement. Parties meet and come back into court. Mr. Olsen puts the agreement on the record.

Until the child starts school the father is to have summer visitation of four weeks this summer, with two of the weeks uninterrupted - then mother to have child from 6:00 pm Friday until 6:00 pm Sunday in Moab and father to have an

additional 2 weeks uninterrupted. When child is in their custody there is to be reasonable communication at reasonable times and places. After summer there is to be one week of time uninterrupted for the next six months with each party to bear costs

of transportation one way. When school starts they will split the cost of transportation. One weekend per month to be paid for by Ms. Globis and if he takes a second weekend then he pays for the costs. Holidays are to be pursuant to the statute.

In the summer when the child is in school the father to have the child six weeks - 3 weeks uninterrupted. The mother to have one week and then the father the next three weeks. Each party to bear their own transportation costs. The parties stipulate to not discuss disagreements with the child and no disparaging comments about each other or family in the presence of the child. The father is to give the mother 30 days notice for the extended visit.

They stipulate to July 14, 2008 for the child to start her 30 days of uninterrupted visitation. Mother will be able to visit with child 1/2 day on her birthday.

The respondent asks for her attorney fees. For the next 3 months the child will be on the mother's dental plan with dad paying 1/2 of the premium. Child support is to be adjusted based on current income.

Mr. Halls addresses the court in regard to attorney fees. Mr. Olsen responds. Mr. Childs is sworn and examined. Ms. Globis is sworn and examined. Mr. Halls gives his closing arguments. Mr. Olsen gives his closing arguments.

The court sets the child support on 2008 income for Mr. Childs at \$43,000 and on Ms. Globis at \$3633 per month. Each party to pay their own fees and costs for the modification action. The court will allow Mr. Childs to recover \$438 at \$50/month.

CASE NUMBER 054700003 Custody and Support

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Mr. Olsen to prepare the order.

07-11-08 Received: July 11, 2008  
Container: Pet #1 2005 Tax Return Location: Locker

07-11-08 Received: July 11, 2008  
Container: Pet #2 2006 Tax Return Location: Locker

07-11-08 Received: July 11, 2008  
Container: Res #3 2004 Tax Return Location: Locker

07-11-08 Received: July 11, 2008  
Container: Pet #4 Employee Payroll 3 pages Location: Locker

09-29-08 Filed: NOTICE OF SUBMISSION OF PROPOSED ORDER

09-29-08 Filed: PROPOSED ORDER RE: PETITIONER'S PETITION TO MODIFY ORDER

10-06-08 Filed: OBJECTION TO PROPOSED ORDER RE: PETITIONER'S PETITION TO MODIFY ORDER

10-06-08 Filed: Motion TO SET ASIDE AGREEMENT OF 7/11/2008, REQUEST FOR TRIAL SETTING AND REQUEST FOR HEARING ON TEMPORARY ORDERS  
Filed by: CHILD, GREG

10-06-08 Filed: PETITIONER'S AFFIDAVIT IN SUPPORT OF MOTION TO SET ASIDE AGREEMENT OF 7/11/2008, REQUEST FOR TRIAL SETTING AND REQUEST FOR HEARING ON TEMPORARY ORDERS

10-07-08 Filed: MOTION TO WITHDRAW (MR. OLSEN)  
Filed by: OLSEN, MICHAEL D

10-07-08 Fee Account created Total Due: 10.00

10-07-08 AUDIO TAPE COPY Payment Received: 10.00  
Note: AUDIO TAPE COPY

10-10-08 Filed: SUPPLEMENTAL MEMORANDUM TO MOTION TO STAY PROCEEDINGS SUBMITTED BY RESPONDENT

10-17-08 Filed: OBJECTION TO MOTION TO WITHDRAW

10-21-08 Filed order: ORDER (allowing Olsen to withdraw)  
Judge LYLE R ANDERSON  
Signed October 21, 2008

10-22-08 Filed: REPLY MEMORANDUM IN SUPPORT OF MOTION TO WITHDRAW

10-22-08 Filed: NOTICE TO SUBMIT FOR DECISION

10-24-08 Filed: NOTICE TO APPOINT COUNSEL OR APPEAR IN PERSON

10-27-08 Filed order: ORDER  
Judge LYLE R ANDERSON  
Signed October 27, 2008

10-30-08 Filed: NOTICE OF WITHDRAW AS COUNSEL

10-31-08 TEMPORARY ORDERS scheduled on November 18, 2008 at 01:00 PM in DIST. COURT with Judge ANDERSON.

11-12-08 Note: 10.00 for Audio and 1.00 for postage

11-12-08 Fee Account created Total Due: 11.00

11-12-08 AUDIO TAPE COPY Payment Received: 11.00  
Note: AUDIO TAPE COPY

11-12-08 Fee Account created Total Due: 10.00

11-12-08 AUDIO TAPE COPY Payment Received: 10.00  
Note: AUDIO TAPE COPY

11-18-08 Minute Entry - Minutes for TEMPORARY ORDERS HEARING  
Judge: LYLE R ANDERSON  
Clerk: melissap

CASE NUMBER 054700003 Custody and Support

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PRESENT

Petitioner's Attorney: CRAIG C HALLS

Petitioner(s): GREG CHILD

Attorney for the Respondent: BRENDA L FLANDERS

Respondent(s): RENEE GLOBIS

Audio

Tape Number: CD183 Tape Count: 1:20/2:10

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HEARING

TAPE: CD183 COUNT: 1:20/2:10

Mr. Halls states that there is a petition to modify and would like the court to consider the July order temporary until the court can hear the merits.

Ms. Flanders is now representing Ms. Globis.

Court wants to know why Mr. Halls has a problem with the July order. Mr. Hall states that the court made the judgement based on false information.

Mr. Child is sworn and examined by Mr. Halls

Ms. Globis is sworn and examined by Mr. Halls

Ms. Flanders cross examines.

Court temporarily orders Mr. Child to pay \$351 per month in child support.

Court temporarily orders each parent to provide transportation one way. Father will pick up the child from Salt Lake City and Mother will pick up the child from Moab.

Court will allow the father to make deductions from the child support for the insurance premium.

Court temporarily orders that the father will have visitation with the child the third week of every month until the child goes to school.

The court will not allow the father to deduct attorneys fees from the child support until the matter goes to trial.

Mr. Hall is to prepare an order retroactive to July considering ORS deductions.

BENCH TRIAL is scheduled.

Date: 02/20/2009

Time: 09:00 a.m.

Location: DIST. COURT

GRAND COUNTY COURTHOUSE

125 EAST CENTER

MOAB, UT 84532

Before Judge: LYLE R ANDERSON

11-18-08 BENCH TRIAL scheduled on February 20, 2009 at 09:00 AM in DIST.

CASE NUMBER 054700003 Custody and Support

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COURT with Judge ANDERSON.  
11-18-08 Filed: CHILD SUPPORT OBLIGATION WORKSHEET  
01-05-09 Filed: CERTIFICATE OF DELIVERY OF PETITIONER'S SECOND SET OF  
INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS TO  
RESPONDENT  
01-05-09 Filed: EXPEDITED MOTION TO SHORTEN TIME AND MEMORANDUM  
Filed by: HALLS, CRAIG C  
01-20-09 Filed order: ORDER RE: EXPEDITED MOTION TO SHORTEN TIME  
Judge LYLE R ANDERSON  
Signed January 20, 2009  
01-20-09 Filed: PETITIONER'S SECOND SET OF INTERROGATORIES AND REQUESTS  
FOR PRODUCTION OF DOCUMENTS TO RESPONDENT  
02-06-09 Filed: EXPEDITED MOTION TO COMPEL DISCOVERY AND FOR APPROPRIATE  
SANCTIONS  
Filed by: HALLS, CRAIG C  
02-09-09 Filed order: ORDER RE: EXPEDITED MOTION TO COMPEL DISCOVERY,  
MEMORANDUM, AND FOR APPROPRIATE SANCTIONS  
Judge LYLE R ANDERSON  
Signed February 09, 2009  
02-20-09 Minute Entry - Minutes for Bench Trial  
Judge: LYLE R ANDERSON  
Clerk: jennifer  
PRESENT  
Petitioner's Attorney: CRAIG C HALLS  
Petitioner(s): GREG CHILD  
Attorney for the Respondent: BRENDA L FLANDERS  
Respondent(s): RENEE GLOBIS  
Audio  
Tape Number: CD 191 Tape Count: 9:05:51

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TRIAL

TAPE: CD 191 TIME: 9:05 Ms. Flanders invokes exclusionary rule.  
TIME: 9:07 Mr. Halls waives opening statement.  
Ms. Flanders gives opening statement.  
TIME: 9:33 AM Mr. Greg Child is sworn and examined by Mr. Halls.  
TIME: 9:46 AM Exhibits #1: 2007 Tax Return, #2: 2008 W-2 and  
1099, #3: North Face Agreement are offered and received.  
TIME: 9:52 AM Exhibit #4 - Letters and emails from Ms. Globis  
are offered and received.  
TIME: 10:43 AM Exhibit #5 - Packet of E-mails is offered and  
received.  
TIME: 10:44 AM Court is in recess.  
TIME: 11:03 AM Ms. Flanders proffers.  
TIME: 11:08 AM Mr. Halls proffers.  
TIME: 11:13 AM Mr. Halls resumes examination of Mr. Child.  
TIME: 11:33 AM Exhibit #6 - Emails are offered and received for



Printed: 08/19/09 12:53:56

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CASE NUMBER 054700003 Custody and Support

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the limited purpose of the statements were said and not for the purpose of the truthfulness of the statements.

TIME: 11:39 AM Exhibit #7 - Email is offered and received.

TIME: 11:57 AM Court is in recess until 1:15 PM.

TIME: 1:23 PM Court is in session

Rachelle Delanie is sworn and examined by Mr. Halls.

TIME: 1:28 PM Ms. Flanders cross-examines.

TIME: 1:29 PM Mr. Halls re-directs.

TIME: 1:30 PM Ms. Flanders re-crosses.

Witness is excused.

Ms. Flanders asks to reserve the right to cross-examine Mr. Child.

TIME: 1:31 PM Linda Wilson is sworn and examined by Mr. Halls.

TIME: 1:35 PM Ms. Flanders cross-examines.

Mr. Halls re-directs.

The witness is excused.

Paula Bowman is sworn and examined by Mr. Halls.

TIME: 1:41 PM Witness is excused.

TIME: 1:42 PM Drake Taylor is sworn and examined by Mr. Halls

TIME: 1:47 PM Ms. Flanders cross-examines.

TIME: 1:48 PM Emma Madera is sworn and examined by Mr. Halls.

Ms. Flanders cross-examines.

TIME: 1:53 PM Witness is excused.

TIME: 1:54 PM Ms. Macelhane is sworn and examined by Mr. Halls.

TIME: 1:58 PM Ms. Flanders cross-examines.

TIME: 2:00:35 John Porchett is sworn and examined by Mr. Halls.

TIME: 2:04 PM Ms. Flanders cross-examines.

TIME: 2:07 PM Mr. Halls re-direct.

TIME: 2:08 PM Steve Quinlynn is sworn and examined by Mr. Halls.

TIME: 2:11 PM Ms. Flanders cross-examines.

TIME: 2:13 PM Witness is excused.

Mr. Halls rests.

TIME: 2:14 PM Ms. Renee Globis is sworn and examined by Ms.

Flanders.

TIME: 3:03 PM Court is in recess.

TIME: 3:17:17 Court is in session.

TIME: 3:17 PM Ms. Flanders resumes examination of Ms. Globis.

TIME: 4:09 PM Mr. Halls cross-examines.

TIME: 4:20 PM Ms. Flanders re-directs.

TIME: 4:25 PM Witness is excused.

TIME: 4:26 PM Ms. Flanders rests.

TIME: 4:27 PM Mr. Halls calls Mr. Child for rebuttal.

TIME: 4:30 PM Ms. Flanders cross-examines.

TIME: 4:37 PM Exhibit #10 - Stipulation is offered and received.

TIME: 4:38 PM Ms. Flanders rests.

TIME: 4:39 PM The court will be taking this under advisement.

Counsel to submit on written arguments.

TIME: 4:41 PM Submission of the briefs to the court by March 13, 2009.

TIME: 4:42 PM The court is in recess.

CASE NUMBER 054700003 Custody and Support

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02-20-09 Notice - Final Exhibit List  
02-21-09 Received: February 21, 2009  
Container: #1 2007 Tax Return Location: Locker  
02-21-09 Received: February 21, 2009  
Container: #2 2008 W-2 and 1099 Location: Locker  
02-21-09 Received: February 21, 2009  
Container: #3 North Face Agreement Location: Locker  
02-21-09 Received: February 21, 2009  
Container: #4 Letters and Emails Location: Locker  
02-21-09 Received: February 21, 2009  
Container: #5 Packet of Emails Location: Locker  
02-21-09 Received: February 21, 2009  
Container: #6 Emails Location: Locker  
02-21-09 Received: February 21, 2009  
Container: #7 Email Location: Locker  
02-21-09 Received: February 21, 2009  
Container: #10 Stipulation Document Location: Locker  
02-23-09 Notice - Final Exhibit List  
02-23-09 Fee Account created Total Due: 10.00  
02-23-09 Fee Account created Total Due: 2.00  
02-23-09 Fee Account created Total Due: 1.50  
02-23-09 AUDIO TAPE COPY Payment Received: 10.00  
Note: POSTAGE-COPIES  
02-23-09 COPY FEE Payment Received: 2.00  
02-23-09 POSTAGE-COPIES Payment Received: 1.50  
02-23-09 Filed: EXHIBIT LIST  
03-09-09 Filed: NOTICE OF CHANGE OF ADDRESS  
03-13-09 Filed: PETITIONER'S CLOSING ARGUMENT  
03-13-09 Filed: EXPEDITED MOTION FOR RELIEF OR TO REOPEN HEARING  
PURSUANT TO RULES 59 AND 60 (b)  
Filed by: HALLS, CRAIG C  
03-13-09 Filed: MEMORANDUM IN SUPPORT OF EXPEDITED MOTION FOR RELIEF OR  
TO REOPEN HEARING PURSUANT TO RULES 59 AND 60 (b) (3)  
03-13-09 Filed: PROPOSAL FOR PARENT TIME IF CUSTODY IS NOT CHANGED  
03-13-09 Filed: (FAX) RESPONDENT'S CLOSING ARGUMENT  
03-16-09 Filed: RESPONDENT'S CLOSING ARGUMENT  
03-20-09 Filed: RESPONSE TO EXPEDITED MOTION FOR RELIEF OR TO REOPEN  
HEARING  
03-20-09 Notice - NOTICE for Case 054700003 ID 12004226  
BENCH TRIAL is scheduled.  
Date: 06/19/2009  
Time: 09:00 a.m.  
Location: DIST. COURT  
GRAND COUNTY COURTHOUSE  
125 EAST CENTER  
MOAB, UT 84532  
Before Judge: LYLE R ANDERSON  
03-20-09 BENCH TRIAL scheduled on June 19, 2009 at 09:00 AM in DIST.  
COURT with Judge ANDERSON.

CASE NUMBER 054700003 Custody and Support

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03-30-09 Note: Per Judge Anderson - this should not have been set for trial in June. I have called Ms. Flanders and spoke with her and Mr. Halls left message to disregard trial date.

03-31-09 BENCH TRIAL Cancelled.  
Reason: Clerk error.

04-06-09 Filed: AMENDED NOTICE OF CHANGE OF ADDRESS

04-07-09 Filed: NOTICE OF SUBMISSION FOR RULING ON EXPEDITED MOTION FOR RELIEF OR TO REOPEN HEARING PURSUANT TO RULES 59 AND 60(B)(3)

04-07-09 Filed order: MEMORANDUM DECISION  
Judge LYLE R ANDERSON  
Signed April 07, 2009

04-10-09 Fee Account created Total Due: 6.50

04-10-09 Fee Account created Total Due: 4.00

04-10-09 CERTIFIED COPIES Payment Received: 6.50

04-10-09 CERTIFICATION Payment Received: 4.00

04-14-09 Filed: NOTICE OF PROPOSED ORDER TERMINATING JOINT CUSTODY ARRANGEMENT

04-14-09 Filed: NOTICE OF SUBMISSION OF PROPOSED FINDINGS OF FACT AND ORDER RE: PETITION TO MODIFY ORDER

04-20-09 Filed: Motion FOR RULE 11 SANCTIONS  
Filed by: FLANDERS LAW FIRM,

04-20-09 Filed: RESPONSE TO MOTION FOR RULE 11 SANCTIONS

04-22-09 Filed: Motion FOR RECONSIDERATION RE: CHANGE OF CUSTODY AND MEMORANDUM IN SUPPORT  
Filed by: FLANDERS LAW FIRM,

04-24-09 Filed: REQUEST FOR ENTRY OF FINDINGS OF FACT AND ORDER RE: PETITION TO MODIFY

04-24-09 Filed: OBJECTION TO MOTION FOR RECONSIDERATION RE: CHANGE OF CUSTODY AND MEMORANDUM IN SUPPORT

04-27-09 Filed: REQUEST FOR ENTRY OF PROPOSED ORDER TERMINATING JOINT TENANCY

04-27-09 Filed order: ORDER TERMINATING JOINT CUSTODY ARRANGMENT  
Judge LYLE R ANDERSON  
Signed April 27, 2009

04-27-09 Filed order: FINDINGS OF FACT  
Judge LYLE R ANDERSON  
Signed April 27, 2009

04-27-09 Filed order: ORDER RE: PETITION TO MODIFY ORDER  
Judge LYLE R ANDERSON  
Signed April 27, 2009

04-27-09 Fee Account created Total Due: 7.50

04-27-09 Fee Account created Total Due: 3.75

04-27-09 Fee Account created Total Due: 12.00

04-27-09 CERTIFIED COPIES Payment Received: 7.50

04-27-09 COPY FEE Payment Received: 3.75

04-27-09 CERTIFICATION Payment Received: 12.00

04-28-09 Filed: OBJECTION TO PROPOSED FINDINGS AND ORDER

04-29-09 Filed order: ORDER (OBJECTION UNTIMELY WILL NOT BE CONSIDERED)  
Judge LYLE R ANDERSON

Printed: 08/19/09 12:53:56

Page 20

CASE NUMBER 054700003 Custody and Support

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Signed April 29, 2009

04-30-09 Filed: EXPEDITED EX PARTE MOTION FOR WRIT OF ASSISTANCE

Filed by: HALLS, CRAIG C

04-30-09 Filed: AFFIDAVIT IN SUPPORT OF MOTION FOR WRIT OF ASSISTANCE

04-30-09 Issued: Writ of Assistance

Judge LYLE R ANDERSON

04-30-09 Filed: NOTICE OF ENTRY OF ORDERS

05-11-09 Filed return: WRIT OF ASSISTANCE

Party Served: GLOBIS, RENEE

Service Type: Personal

Service Date: May 01, 2009

05-15-09 Filed return: ORDER RE: PETITION TO MODIFY ORDER

Party Served: GLOBIS, RENEE

Service Type: Personal

Service Date: April 29, 2009

05-27-09 Filed: Notice of Appeal

05-27-09 Fee Account created Total Due: 225.00

05-27-09 APPEAL Payment Received: 225.00

Note: Code Description: APPEAL

05-27-09 Bond Account created Total Due: 300.00

05-27-09 Bond Posted Payment Received: 300.00

05-27-09 Filed: Notice of Appeal

05-27-09 Filed: MOTION AND MEMORANDUM TO DEPOSIT CERTIFIED FUNDS IN LIEU  
OF BOND

Filed by: FLANDERS, BRENDA L

06-10-09 Filed: REQUEST FOR TRANSCRIPT

06-16-09 Note: Transcript information sent to Ms. Flanders and Joe  
Liddell court transcriber. Appellate court also notified.

# EXHIBIT 8

(Notice to Submit ‘Proposed Order’)  
(September 29, 2008)

FILED SEP 29 2008

CLERK OF THE COURT  
BY Deputy

**HEUGLY & OLSEN, PLLC**

Sonny J. Olsen, 11308  
Dusten L. Heugly, 10103  
1375 South 100 East  
Price, Utah 84501  
Telephone: 435-637-3353  
Facsimile: 435-637-6261

**Attorneys for Respondent**

---

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

---

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

**NOTICE OF SUBMISSION OF  
PROPOSED ORDER**

Case No.: 0547-3

Judge: Lyle R. Anderson

Respondent hereby gives notice that the **PROPOSED ORDER (Re: Petitioner's Petition to Modify Order)** was submitted to Petitioner's attorney in August 2008. Counsel for the parties have been unable to reach an agreement on the language used in the order and therefore Respondent submits the Proposed Order (Re: Petitioner's Petition to Modify Order) to the Court.

DATED this 26<sup>TH</sup> day of September, 2008

HEUGLY & OLSEN, PLLC



SONNY J. OLSEN

Attorney for Respondent

**CERTIFICATE OF MAILING**

On the 26<sup>th</sup> day of September 2008, I mailed a true and correct  
copy of the Notice of Submission of Proposed Order to the following:

Craig Halls  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511

*Brittany Bertly*

**HEUGLY & OLSEN, PLLC**

Dusten L. Heugly, 10103

Sonny J. Olsen, 11308

1375 South 100 East

Price, Utah 84501

Telephone: 435-637-3353

Facsimile: 435-637-6261

**Attorneys for Respondent**

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

<p>GREG CHILD,</p> <p>Petitioner,</p> <p>vs.</p> <p>RENEE GLOBIS,</p> <p>Respondent.</p>	<p><b>ORDER</b></p> <p><b>(Re: Petitioner's Petition to Modify Order)</b></p> <p>Case No.: 0547-3</p> <p>Judge: Lyle R. Anderson</p>
--	--

This matter came before the Court for trial on July 9, 2008 regarding Petitioner's Petition to Modify Order.

The parties reached a stipulation on some of the issues, which was presented to the Court. Additionally, the parties presented argument to the Court regarding several issues. The Court having reviewed the terms of the stipulation, the argument concerning the remaining issues, and the pleadings before the Court, the Court's finds and rules as follows:

1. The Court did not make a determination regarding whether a substantial and material change in circumstances occurred in this matter.
2. Child support shall be modified as follows: Petitioner makes \$3,633 per month and Petitioner makes \$3,000 per month. Accordingly, child support shall be set at



\$432.30 per month. Petitioner is no longer entitled to a credit towards his child support for medical coverage premiums.

3. Petitioner had sufficient reasons to file the Petition to Modify. The Court finds the Petitioner was not submitted to the Court in bad faith or meant to harass Respondent, but rather related to the circumstances of her move from the Moab, Utah area. Accordingly, Petitioner is entitled to repayment of the \$2,000 in attorney's fees the Court ordered Petitioner pay Respondent to defend this matter. Respondent shall pay Petitioner \$50 per month until the amount is paid in full. Interest shall not accrue on this debt.

4. Each party will bear their own attorney's fees and costs in this matter.

5. Petitioner's parent-time with Respondent shall be as follows:

a. Until Ariann is enrolled in school full-time, Petitioner shall have one week uninterrupted with Ariann each month, and her summer time shall be a total of four weeks, which amount includes the aforementioned period of one week. The first two weeks shall be uninterrupted. After the initial two week period, Respondent shall see Ariann beginning Friday at 6:00 p.m. and continuing until the following Sunday at 6:00 p.m., whereby Petitioner will then exercise his remaining two weeks of uninterrupted parent-time.

b. When Ariann is enrolled in school full-time, Petitioner's parent-time shall be as set forth in Utah Code Annotated §30-3-32 through §30-3-37, except as set forth below:

i. Petitioner shall have the option of exercising parent-time with Ariann every other weekend, beginning Friday evening at 6:00 p.m. and continuing until 6:00 p.m. Sunday evening. Prior to exercising the option,

Petitioner shall notify Respondent at least one week in advance of his intent to exercise the option with Ariann. Respondent will bear the cost of transportation for the first weekend in the month. If Petitioner elects to exercise parent-time for the second weekend in the month, he must bear his own transportation costs for the second weekend.

ii. Petitioner will have six weeks of summer parent time with Ariann beginning in 2009 and thereafter. The six week period includes the one week per month parent-time award set forth above. The six weeks shall split into two (2) three (3) week periods. The first three week period with Petitioner shall be followed by a one week period with Respondent, and then Petitioner shall exercise the remaining three week period.

iii. The parties shall collaborate and share their schedules with one another to establish summer parent-time.

6. Respondent and Petitioner each have medical coverage for Ariann and both shall pay the respective premiums for Ariann's coverage as long as it is available at a reasonable cost through their employer. Petitioner shall pay Respondent ½ of Ariann's dental coverage premium each month.

7. Transportation costs: Respondent decided to leave the Moab, Utah area and move to the Wasatch Front. Therefore, she is responsible for reasonable transportation costs related to the pick-up and exchange of Ariann for purposes of parent time, with the following exception - for the first six months after the entry of this Order, Petitioner and Respondent shall share equally the costs of transporting Ariann for parent-time.

8. Each party shall have reasonable telephone contact to Ariann while Ariann is in the other parent's care. Telephone calls shall be at a reasonable time and for a reasonable duration.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

BY THE COURT:

\_\_\_\_\_  
LYLE R. LYMAN  
District Court Judge

Approved as to form and content:

\_\_\_\_\_  
Craig Halls, Attorney for Petitioner

# EXHIBIT 9

(‘Objection to Proposed Order’)  
(September 29, 2008)

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

SEVENTH DISTRICT COURT  
Grand County

FILED OCT - 6 '00  
CLERK OF THE COURT  
BY [Signature] Deputy

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

---

GREG CHILD,

Petitioner,

vs.

OBJECTION TO PROPOSED  
ORDER RE: PETITIONER'S  
PETITION TO MODIFY ORDER

RENEE GLOBIS,

Respondent.

Civil No. 0547-3  
Judge Lyle R. Anderson

---

COMES NOW the Petitioner, by and through his attorney, Craig C. Halls, and objects various portion of the proposed order of the Respondent as follows:

1. Petitioner agrees with paragraph 1.
2. Petitioner disagrees with paragraph 2, in that the child support should be calculated by using the joint physical custody worksheet, which establishes child support at \$348 per month.
3. Additionally, with regard to the last paragraph of paragraph 2, the statement is made that Petitioner is no longer

entitled to credit toward child support for medical coverage premiums. In the court's Order based upon the hearing of July 11, 2008, the Court stated that for the next three months, presumably following the hearing, the child will be on the mother's dental plan and Petitioner would pay one-half of that premium. Based upon the Affidavit accompanying the Motion requesting that the parties not follow the Court's order and to have the matter reheard, it was learned that Ms. Globis, at the actual time of the hearing, had lost her job and/or had suffered a paycut and during the times when she was to be reimbursed for medical expenses, she, in fact, did not have medical coverage.

4. With regard to paragraph 3, Petitioner believes that the Court allowed the entire amount of attorney fees (\$2000) which Mr. Child had paid to Mr. Sonny Olson, to be returned to Mr. Child. Petitioner is checking the record with regard to the accuracy of the minute entry. Petitioner believes the amount of repayment to be \$2000, rather than \$438 as set forth in the minute entry.

5. Petitioner agrees with paragraph 4.

6. With regard to the parent time schedule, Petitioner agrees with paragraph 5(A) up to the last sentence of the paragraph in which it states "thereafter until Ariann is enrolled

in school full time, Respondent is to pay the reasonable transportation costs of pick up and delivering Ariann and each party is responsible for the one-way pickup and drop off of Ariann. That sentence is inconsistent and the understanding of the parties and the way the minutes read, is that the entire cost of visitation for one weekend per month of visitation is to be born by the Respondent. The agreement then went further into an additional visit stating that if Mr. Child took the additional weekend, the entire cost of transportation would be born by the Petitioner. Further, if Mr. Child took the 2<sup>nd</sup> weekend, then he would pay for that entire cost. The change Petitioner's believes is necessary, is that after the first six month time period, which was to allow Respondent to get on her feet, Mr. Child agreed to pay one half of those costs which were set forth in the first part of paragraph 5(a).

After that six (6) month period, Ms. Globis was to bear the entire cost of one weekend visit per month; Mr. Child was to bear the entire cost of the second weekend visit per month if he elected to take it.

With regard to Paragraph 5(B)(i) Petitioner disagrees with the statement that he is obligated to notify Respondent one month in advance of his intention to take his weekend visitation. The

reference to 30 days notice in the minute entry and as remembered by Petitioner was that he would give her 30-days notice of his intended time to take extended visitation. (summer) This did not apply to his alternating weekend visits.

Additionally, as to Paragraph 5(B)(i), the last sentence of the paragraph is inconsistent with the other parts of the paragraph where it indicates that Respondent is responsible to bear the costs for the first weekend of the month, yet in the last sentence it states that:

"each party is responsible for the one-way pickup and drop-off of Ariann regardless of the weekend".

If only one week is taken, it is Respondent's entire responsibility; neither the parties nor the Court addressed the issue of who would pay the cost of visitation when the summer visitation visits go to six weeks; Petitioner having one week in the middle of the six week period. However, Petitioner does not object sharing that cost as set forth in paragraphs 5(B)(ii). The Petitioner does not object to 5 (B)(iii), nor to paragraph 6 or 7.


One of the main issues of disagreement is the amount of attorney fees that are stated in the minute entry. The minute entry stated \$438, neither Petitioner nor his counsel, recall



such a figure. Mr. Child paid \$2000 in temporary fees. It is petitioners recollection that based on her asserted employment of \$17/hr + that the court ordered the entire amount reimbursed.

For the foregoing reasons, Petitioner objects to the Respondent's Proposed Order.

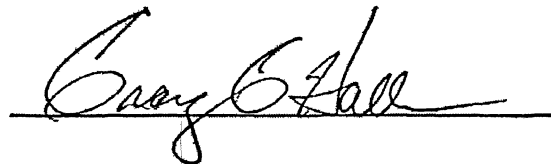
RESPECTFULLY SUBMITTED this 2 day of October.  
October, 2008.

  
CRAIG C. HALLS  
Attorney for Petitioner

#### CERTIFICATE OF MAILING

I hereby certify that I mailed a copy of the foregoing Motion and accompanying Affidavit, to the following, postage prepaid, this 2 day of October, 2008:

Sonny J. Olson  
Attorney for Respondent  
~~217 East Center Street, Ste 270~~  
Price, Utah 1375 So 100 E



SEVENTH DISTRICT COURT  
Grand County

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

FILED OCT 17 2008  
CLERK OF THE COURT

BY                       
Deputy

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

---

GREG CHILD,

Petitioner,

vs.

OBJECTION TO MOTION TO  
WITHDRAW

RENEE GLOBIS,

Respondent.

Civil No. 0547-3  
Judge Lyle R. Anderson

---

COMES NOW the Petitioner, by and through his counsel, Craig C. Halls, and hereby objects to Mr. Olsen's Motion to Withdraw as counsel in the above entitled matter for the following reasons:

1. There are currently motions and issues before the Court which need to be resolved:

a. Mr. Olsen was ordered by the Court to prepare an Order on or about September 30, 2008. Mr. Olsen prepared such an order and distributed the same to the appropriate parties, however, after such distribution learned that the information

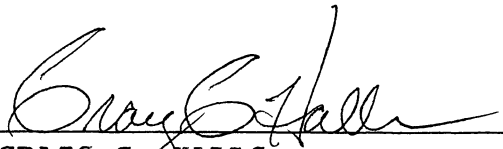
provided by his client was inaccurate and although the time periods have elapsed, no resolution to the wording of the hearing has been reached and Petitioner has objected to the proposed Order.

2. A Request for Trial Setting has been requested.

2. Respondent has had at last two prior attorneys in this matter, and has attempted to represent herself on other occasions. Counsel for Petitioner believes that unless Ms. Globis is represented by counsel to guide and advise her, this matter will languish on for any number of years.

3. Ms. Globis is not skilled in the practice of law and is unable to represent herself regarding the issues of custody, support and other issues surrounding the minor child, which must be resolved shortly for the best welfare of the minor.

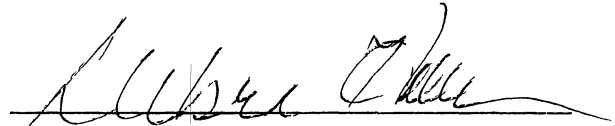
DATED this 14<sup>th</sup> day of October, 2008.

  
CRAIG C. HALLS  
Attorney for Petitioner

CERTIFICATE OF DELIVERY

I hereby certify that I mailed a copy of the foregoing  
Objection to Motion to Withdraw as Counsel, this 16<sup>th</sup> day of  
October, 2008, to the following:

Sonny J. Olsen  
Attorney for Respondent  
1375 South 100 East  
Price, Utah 84501

A handwritten signature in black ink, appearing to read "Sonny J. Olsen", written over a horizontal line.

FILED OCT 22 2008

CLERK OF THE COURT  
BY Deputy 78**HEUGLY & OLSEN, PLLC**

Dusten L. Heugly, 10103

Sonny J. Olsen, 11308

1375 South 100 East

Price, Utah 84501

Telephone: 435-637-3353

Facsimile: 435-637-6261

**Attorneys for Respondent****IN THE SEVENTH JUDICIAL DISTRICT COURT IN AND FOR  
GRAND COUNTY, STATE OF UTAH**

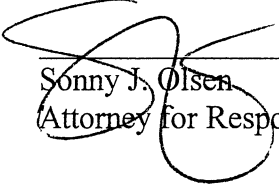
<p>GREG CHILD,</p> <p>Petitioner,</p> <p>vs.</p> <p>RENEE GLOBIS,</p> <p>Respondent.</p>	<p><b>REPLY MEMORANDUM IN SUPPORT OF MOTION TO WITHDRAW</b></p> <p>Civil No. : 0547-3</p> <p>Judge: Lyle R. Anderson</p>
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Pursuant to Rule 7 of the Utah Rules of Civil Procedure, Sonny J. Olsen, submits this Reply Memorandum and moves the Court to withdraw as counsel of record for Respondent Renee Globes.

Respondent has provided Mr. Olsen with information, the nature of which is confidential, that precludes Mr. Olsen from representing Respondent any longer (pursuant to the Utah Rules of Professional Conduct). Mr. Olsen requests the Court to allow him to divulge the nature of the information to the Court during a telephonic conference call at the Court's first opportunity should the Court require such knowledge prior to ruling on the Motion to Withdraw. The nature and extent of the communication precludes Mr. Olsen from representing Respondent at this time.

DATED this 20<sup>th</sup> day of October 2008.

HEUGLY & OLSEN, PLLC

  
\_\_\_\_\_  
Sonny J. Olsen  
Attorney for Respondent

**CERTIFICATE OF MAILING**

On the 20 day of October 2008, I faxed and mailed a true and correct copy of the above and foregoing **Reply Memorandum in Support of Motion to Withdraw** by placing same in the U. S. Mail, postage prepaid, to the following:

**VIA FACSIMILE 435-678-3330 AND U.S. MAIL**

Craig C. Halls  
Attorney at Law  
333 South State Street  
Blanding, UT 84511

# EXHIBIT 10

(Notice to Set Aside Agreement)  
(October 6, 2008)



CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

SEVENTH DISTRICT COURT  
Grand County

FILED

OCT - 6 2008  
CLERK OF THE COURT

BY

C. p. 11

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IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

IN AND FOR GRAND COUNTY, STATE OF UTAH

---

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

---

MOTION TO SET ASIDE  
AGREEMENT OF 07/11/2008,  
REQUEST FOR TRIAL SETTING  
and REQUEST FOR HEARING  
ON TEMPORARY ORDERS

Civil No. 0547-3  
Judge Lyle R. Anderson

COMES NOW the Petitioner, by and through his attorney, Craig C. Halls, and moves the Court to set aside the agreement of the parties reached pursuant to the trial setting of July 10, 2008 and to set the Petitioner's Motion to Modify the Findings of Fact, Conclusions and Order.

This matter commenced by the Petitioner's filing of a Verified Petition for Paternity, Custody and Related Matters. As a result of the original Petition the parties were awarded joint custody of their minor child, Ariann. Following difficulties in

the exercise of parent time, among other parties, the Petitioner filed a Petition to Modify Custody, asking for sole custody of the minor child due to Respondent's plan to move to Salt Lake City.

The Respondent refused to comply with discovery requests, refused to provide information involving her living arrangements and her employment. It is suspected that the information she did provide was false, altered or produced by Respondent.

When the time came for hearing on the merits, the Court invited the parties to make an effort to reach an agreement and resolve the issues of the Petition to Modify.

The parties discussed the reasons for Respondent's move to Salt Lake City, indicating living arrangements, job opportunities and arrangements for child care. Relying upon the Respondent's representations, the parties reached an agreement as to Petitioner's parenting time schedule, child support, and other issues.

The parties went back into the courtroom, read the agreement into the record. Mr. Olson was to prepare the order; the parties have never been able to reach an agreement as to the wording of the orders and the continual changes in Respondent's situation and it has become apparent that no order will be forthcoming

Since the trial on the merits, Respondent has refused to comply with the agreement of the parties regarding parent time and support. Respondent has continually asked Petitioner for additional funds giving various reasons for her lack of funds. and has used parent time, etc. to bargain for money from the Petitioner.

It has come to the knowledge of the Petitioner, his counsel and Mr. Olsen that the information provided by the Respondent as to her employment situation, her living arrangements and most matters involving her move to Salt Lake were based upon erroneous information. The agreement as entered into cannot be finalized because as Sonny Olsen sated to counsel, he cannot in good conscience have Renee agree to its terms because the underlying foundation for the agreement is false.

Based upon the foregoing, the Petitioner requests that the agreement read into the record on July 10, 2008 be set side and that the Court set a time and date for the hearing of Petitioner's Petition to Modify which was filed on February 29, 2008 be rescheduled to be heard on its merits.

Further, based upon the foregoing Motion and the Affidavit filed herewith, the Court set a time and date for hearing of temporary orders to allow Petitioner the temporary custody of the

minor child Ariann based upon Respondent's current situation, and to establish parent time schedule by which the Respondent may visit the child.


Other issues to be determined by the Court are:

1. Respondent's responsibility for payment of one-half of the dental expenses incurred on behalf of Ariann;

2. Clarification to the record as to what attorney fees were ordered;

3. Clarification with regard to the Court's Order as to who is responsible for the expenses incurred for the week-long visits with Ariann's father. It was Petitioner's understanding that he would be responsible for picking up Ariann and Respondent should be responsible for returning Ariann. Respondent has refused to return Ariann at the end of the parent time visit. Petitioner suggests that the current parent time schedule become the temporary schedule during the pendency of the current Petition to Modify the Decree.

DATED this 2<sup>nd</sup> day of October, 2008.

  
CRAIG C. HALLS  
Attorney for Petitioner

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

SEVENTH DISTRICT COURT  
Grand County

FILED: DEC - 6 2008  
CLERK OF THE COURT  
BY \_\_\_\_\_  
Deputy

---

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

---

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

---

PETITIONER'S  
AFFIDAVIT IN SUPPORT  
OF MOTION TO SET ASIDE  
AGREEMENT OF 07/11/2008,  
REQUEST FOR TRIAL SETTING  
and REQUEST FOR HEARING  
ON TEMPORARY ORDERS

Civil No. 0547-3  
Judge Lyle R. Anderson

STATE OF UTAH            )  
                              : ss.  
County of San Juan    )

Greg Child, being first duly sworn, states as follows:

1. I am the Petitioner in the above entitled matter.
2. I filed a Verified Petition for Paternity, Custody and Related Matters on or about January 20, 2005. Respondent filed an Answer, through her attorney Kristine Rogers; the parties engaged in mediation which Petitioner assumed had been successful, until Respondent withdrew her consent to the

mediation agreement shortly following the mediation session.

3. Ms. Rogers attempted to withdraw shortly before the bench trial was to be held, and Mr. Sonny Olsen made an appearance and attempted to withdraw once it became apparent that Ms. Rogers would cover the bench trial; the Respondent and the two attorneys eventually worked out an arrangement wherein Sonny Olsen would appear at the trial on behalf of the Respondent.

4. The parties shortly thereafter went through a bench trial, wherein the parties were awarded joint custody of the minor child and an Order was entered on or about October 30, 2007.

5. On approximately February 29, 2008, Petitioner filed a Petition to Modify Custody based upon Respondent's announcement that she would be leaving the Moab area. Petitioner also filed a Motion to review parent time schedule and costs and for contempt for Respondent's failure to allow Petitioner his parent time rights.

6. The Court held a hearing on approximately April 1, 2008, wherein the Court reviewed the Respondent's intended living arrangements, employment and other pertinent information with Respondent giving the Court a Salt Lake City address, which, as it turned out, was not an accurate address.

7. She then provided at least one Park City address and then provided another Salt Lake City address.

8. Petitioner had propounded discovery prior to the hearing on the modification hearing and requested employment, income, living arrangements, day care providers and cost, among other issues in an effort to be prepared for the hearing on the modification. Respondent refused to provide the majority of the information indicating that it was not pertinent or that Petitioner was not entitled to the information. Pursuant to a motion to compel, the time for Respondent complying with the discovery requests was shortened. Respondent failed to provide the majority of the requested information.

9. The hearing on the petition to modify was held on or about July 10, 2008. The Court invited the parties to attempt to work out a settlement and the parties conducted negotiations upon information provided by Respondent regarding her living arrangements, employment, day care and other important issues related to her move to Salt Lake City. The parties reached a tentative agreement as to Petitioner's parent time schedule.

10. The parties experienced great difficulties in coming to an agreement regarding the wording of the proposed order, with Respondent changing her mind almost daily, withholding parent

time visits, refusing to comply to various agreements unless Petitioner gave her money for various expenses.

11. Through this process of working through the wording for the temporary order Respondent provided conflicting information on living arrangements, employment, income, day care, and other essential matters.

12. Finally, it was learned through discussions between the parties and Respondent's counsel that much of the information provided by Respondent regarding her living arrangements, employment, day care, etc. had been incorrect.

13. In approximately May, 2008, Respondent indicated that she had secured a job with Richardson Design in Salt Lake City, and would be earning \$21 per hour. At the hearing on or about July 10, 2008, the Respondent has already been demoted from \$21 per hour to \$15 per hour. She did not inform the Court, her attorney or the Petitioner of this change in employment. Petitioner learned this from mutual friends approximately two weeks after the demotion had occurred. Shortly after the demotion she was terminated from the job with Richardson Design, failing to inform her attorney or the Petitioner.

14. On September 7, 2008, Respondent informed Petitioner that she was working as a laborer on a construction site near



Park City, Utah, for \$14 per hour, four days per week. She no longer had medical or dental insurance for Ariann. Petitioner has expended \$3140 out-of-pocket for urgent dental work for Ariann; Respondent has failed to pay her one-half share of \$1570.

15. In early September, 2008, Respondent informed Petitioner that she was unable to meet rent and living expenses for herself and Ariann due to the fact that she had lost her job as a laborer on the construction job.

16. On September 7, Respondent appeared at the home of the Petitioner with Ariann and demanded Petitioner give her \$3800 for her overdue rent, \$1800 to pay off her car title loan, \$150 to get her television from a pawn shop and the remainder for various unpaid utility and other such bills. Respondent threatened Petitioner that if he did not give her the \$3800. She would leave Salt Lake City and move to Illinois to live rent-free with her mother. She also informed Petitioner that her landlord will require her leave if she does no pay her rent, and that her car will be repossessed due to an overdue 30-day title loan, which carries 300% interest. This loan was taken in June to pay her move-in costs on the home she rented in June, 2008.

17. Petitioner was unable to advance the \$3800 requested by Respondent and believes, as in February, 2008, that Respondent

will be evicted for non payment of rent. Following the eviction in February, Respondent lived at seven different addresses in two months, one of which she shared a room with her then-boyfriend an Ariann. As in the past, Respondent refuses to give any details as to any other individuals living with her, other than the gender and first name.

18. Since the hearing on Petitioner's Petition to Modify, Respondent has amassed large debts to numerous individuals. Respondent's actions following these circumstances has been to relocate.

19. It was learned at the hearing in August, 2007, that Respondent grossly understated the value of her inheritance. She stated at that time that the value was \$120,000.00 when it was actually \$240,000.00 and this amount was depleted in less than two years.

20. Respondent's statements with regard to day care and preschool have been inconsistent. Ariann has not been attending preschool due to Respondent's financial instability. Daycare attendance has been spotty, due to Respondents contionual cahnges in jobs. Respondent has dropped Ariann off at at an unlicensed sitter in Salt Lake City at 6:00 a.m., in order to travel to Park City in time for work and picked her up at 6:00 p.m.

21, Petitioner has offered to care for Ariann at his house in Moab and to provide preschool and daycare. Respondent has refused. When Respondent dropped the child off at Petitioner's home in Moab on September 7, Respondent did not return for Ariann for a week because she did not have any daycare arrangements. Petitioner rearranged his schedule so that he could care for the child. Respondent claimed that she was camping at the worksite to cut down on travel. The previous arrangement for the week-long visit was denied because she stated that Petitioner had just had a week visit. After intervention of her attorney the visit was allowed but Petitioner had to travel to Salt Lake to pick up the child.

22. The Respondent has continually refused to comply with the parent time schedule. Most recently, she has refused to comply with the week long visit in August. Respondent has stated repeatedly that she may alter visitation times, durations, or deny the visits at will. She interfered with Petitioner's extended summer visit which were scheduled in July, 2008 and made threats to cut short the visit.

23. Respondent's move from Moab with Ariann was justified in court in July, 2008, by representing to the Court progress in the form of a better job, better living arrangements and benefits

for herself and the minor child. Apparently these lifestyle improvements were little more than wishful thinking on

Respondent's

24. Within the month following the move, she was first demoted from the architectural job, then fired prior to the court order even being completed. She then obtained a job with a construction firm and was fired within a few days after beginning the job.

25. Respondent is economically worse off following the move from Moab. She has been threatened with eviction of two occasions, repossession of her car. She could greatly stabilize her financial condition by returning to Moab, where she has friends who can help her, obtain a job earning at least \$14 per hour, and locate cheaper rent. She should not have to threaten Petitioner with moving to Illinois to live with her parent, making Petitioner's parent time schedule extremely difficult.

26. The Petitioner was and continues to be able to provide a much more stable environment for Ariann in Moab. Ariann could resume her attendance with preschool with her former friends, could attend her previous day care where she knows the adults and the children. She could have liberal parent time visits with the Respondent.

27. By returning to Moab, Respondent could have an opportunity to rebuild her financial situation, pay off her obligations and incur fewer debts than living in Salt Lake.

28. At the time Respondent demanded \$3800 from me, she "suggested" that I let her and Ariann live free in my rental in Moab; I declined as the rental is currently occupied.

29. It is my belief that Respondent has increased her debts to approximately \$13,000.0 for rent, car loan, judgment, personal debts and medical bills for Ariann, and that she is currently unemployed and unable to pay her living expenses and those of Ariann.

30. It is my belief that Ariann would have a more stable, secure and normal living experience if I were granted the primary physical custody of the minor child, Ariann.

31. It is my belief that the statements of Respondent are unreliable and that she is unable to provide the necessary stable environment for Ariann. Respondent has shown that she is unable to provide a secure and stable environment on her own and has put Ariann through unnecessary instability and discomfort and deprived Petitioner of the close relationship he and Ariann had developed.

32. When Renee picked up Ariann most recently , she asked me to pay \$200 for "daycare". I declined and indicated I would pay the daycare directly. When I contacted the day care provider they indicated there was no outstanding balance because Ariann had not been attending because Renee had lost her construction job.

33. Renee's landlord called me and indicated he had given her an eviction notice effective for removal by the first of October.. I have learned that a fammily member paid her rent current through September.

34. She currently has indicated she has another job with an engineering firm.

35. I am better able to provide a stable environment for Ariann where she can attend day care and school in one location and with a sense of continuity with friends, teachers and associates. The security and stability will enable her to thrive.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2007.

---

GREG CHILD, Petitioner

STATE OF UTAH            )  
                             :  
COUNTY OF GRAND        )

Personally appeared before me Greg Child on the 2<sup>nd</sup> day of October, 2008, who duly acknowledged that the forgoing assertions are true to the best of his knowledge and belief.

\_\_\_\_\_  
Notary Public  
Residing at

\_\_\_\_\_  
My commission expires

CERTIFICATE OF MAILING

I hereby certify that I mailed a copy of the foregoing Motion and accompanying Affidavit, to the following, postage prepaid, this 2 day of October, 2008:

Sonny J. Olson  
Attorney for Respondent  
~~217 East Center Street, Ste 270~~  
Price, Utah 1375 So 100 E

  
\_\_\_\_\_

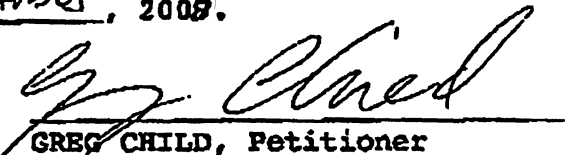
32. When Renee picked up Ariann most recently , she asked me to pay \$200 for "daycare". I declined and indicated I would pay the daycare directly. When I contacted the day care provider they indicated there was no outstanding balance because Ariann had not been attending because Renee had lost her construction job.

33. Renee's landlord called me and indicated he had given her an eviction notice effective for removal by the first of October.. I have learned that a family member paid her rent current through September.

34. She currently has indicated she has another job with an engineering firm.

35. I am better able to provide a stable environment for Ariann where she can attend day care and school in one location and with a sense of continuity with friends, teachers and associates. The security and stability will enable her to thrive.

DATED this 2nd day of October, 2008.

  
GREG CHILD, Petitioner



STATE OF UTAH       )  
                              :  
COUNTY OF GRAND    )

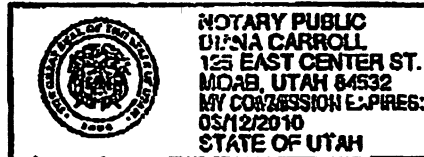
Personally appeared before me Greg Child on the 2<sup>nd</sup> day of  
October, 2008, who duly acknowledged that the forgoing assertions  
are true to the best of his knowledge and belief.

*Diana Carroll*

Notary Public  
Residing at

03-12-2010

My commission expires



# EXHIBIT 11

(‘Order’)  
(October 27, 2008)

SEVENTH DISTRICT COURT  
Grand County

FILED OCT 07 2008

CLERK OF THE COURT  
BY Deputy

**HEUGLY & OLSEN, PLLC**

Dusten L. Heugly, 10103

Sonny J. Olsen, 11308

1375 South 100 East

Price, Utah 84501

Telephone: 435-637-3353

Facsimile: 435-637-6261

**Attorneys for Respondent**

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

GREG CHILD,	<b>MOTION TO WITHDRAW</b>
Petitioner,	Civil No. : 0547-3
vs.	Judge: Lyle R. Anderson
RENEE GLOBIS,	
Respondent.	

Pursuant to Rule 74 of the Utah Rules of Civil Procedure, Sonny J. Olsen, moves the Court to withdraw as counsel of record for Respondent Renee Globes.

As set forth in Rule 74, Sonny J. Olsen provides the following notice to the Court and all parties:

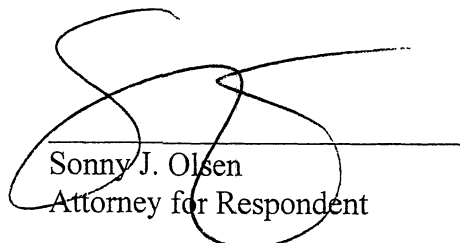
1. A hearing was held in this matter recently and Respondent's counsel was directed to prepare the Order.
2. Mr. Olsen prepared a proposed Order and submitted it to the Court on or about September 30, 2008.
3. Mr. Olsen provided notice of the submission of the proposed Order to all parties on September 30, 2008.

4. Thus far, Petitioner has not objected to the proposed Order and a hearing has not been requested concerning the same.
5. Mr. Olsen also submitted a Motion to Change Venue and submitted the same to all parties.
6. The Motion is pending and counsel for Petitioner has been notified of the submission of the same.
7. A hearing has not been scheduled on either the proposed Order or the Motion to Change Venue.
8. Counsel for Respondent must withdraw because Respondent desires to represent herself pro se in this matter.
9. Counsel for Respondent can no longer provide effective assistance to Respondent at this time.
10. Respondent has provided Mr. Olsen with information, the nature of which is confidential, that precludes Mr. Olsen from representing Respondent any longer (pursuant to the Utah Rules of Professional Conduct).

Therefore, Mr. Olsen requests that he be allowed to withdraw as counsel for Respondent at this time.

DATED this 2<sup>nd</sup> day of October 2008.

HEUGLY & OLSEN, PLLC

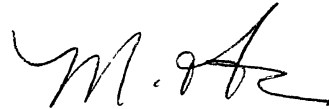
  
\_\_\_\_\_  
Sonny J. Olsen  
Attorney for Respondent

**CERTIFICATE OF MAILING**

On the 3 day of October 2008, I mailed a true and correct copy of the above and foregoing **Motion to Withdraw** by placing same in the U. S. Mail, postage prepaid, to the following:

**VIA FACSIMILE 435-678-3330 AND U.S. MAIL**

Craig C. Halls  
Attorney at Law  
333 South State Street  
Blanding, UT 84511

A handwritten signature in black ink, appearing to read "M. Hall", is written on the right side of the page.

FILED OCT 10 2008

CLERK OF THE COURT  
BY Deputy**HEUGLY & OLSEN, PLLC**

Dusten L. Heugly, 10103

Sonny J. Olsen, 11308

1375 South 100 East

Price, Utah 84501

Telephone: 435-637-3353

Facsimile: 435-637-6261

**Attorneys for Respondent****IN THE SEVENTH JUDICIAL DISTRICT COURT IN AND FOR  
GRAND COUNTY, STATE OF UTAH**

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

**SUPPLEMENTAL MEMORANDUM  
TO MOTION TO STAY  
PROCEEDINGS SUBMITTED BY  
RESPONDENT**

Case No.: 0547-3

Judge: Lyle R. Anderson

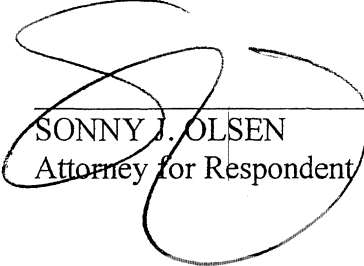
Respondent's attorney has a Motion to Withdraw pending before the Court and Respondent has a Motion to Change Venue and Proposed Order before the Court.

Since the filing of said Motions and proposed Order, Petitioner submitted a Motion to Set Aside the Court's July 11, 2008 Order, Request for Trial Setting and Request for Hearing on Temporary Orders.

Respondent Renee Globis moves this Court to stay all proceedings in this matter until the Court can rule on Respondent's counsel's motion to withdraw and Respondent's Motion to change Venue and Proposed Order. Additionally, the Court should impose a stay on the time period(s) for the answer(s)/replies required to Petitioner's Motions until otherwise ordered by the Court.

DATED this 7<sup>th</sup> day of October, 2008.

HEUGLY & OLSEN, PLLC

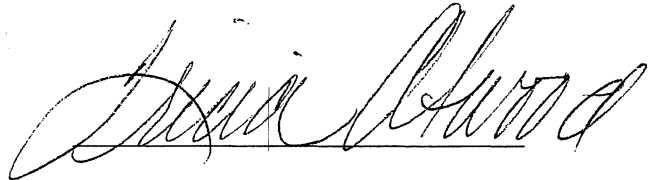


SONNY J. OLSEN  
Attorney for Respondent

CERTIFICATE OF SERVICE

On the 28<sup>th</sup> day of Oct, 2008, I hereby mailed a true and correct copy of the  
above and foregoing SUPPLEMENTAL MEMORANDUM TO MOTION FOR STAY OF  
PROCEEDINGS to the following:

Craig C. Halls  
Attorney for Petitioner  
333 South State Street  
Blanding, UT 84511

A handwritten signature in cursive script, appearing to read "Craig C. Halls", written over a horizontal line.



SEVENTH DISTRICT COURT  
Grand County

FILED OCT 22 2008

BY CLERK OF THE COURT  
Deputy

**HEUGLY & OLSEN, PLLC**

Sonny J. Olsen [11308]  
Dusten L. Heugly [10103]  
1375 South 100 East  
Price, Utah 84501  
Telephone 435-637-3353  
Fax 435-637-6261

**Attorneys for Respondent**

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

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

**NOTICE TO SUBMIT FOR DECISION**

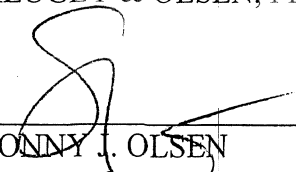
Civil No. : 0547-3

Judge: Lyle R. Anderson

Respondent provides the Court Notice to Submit for Decision on Respondent's Motion to Withdraw. Petitioner filed an objection with the Court. Respondent has filed a reply memorandum. All necessary pleadings are on file with the Court. Respondent declares that the matter is ripe for decision

DATED this 20<sup>th</sup> day of October, 2008.

HEUGLY & OLSEN, PLLC

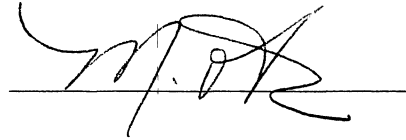
  
\_\_\_\_\_  
SONNY J. OLSEN  
Attorney for Respondent

000284

**CERTIFICATE OF MAILING**

I hereby certify that on the 28 day of April 2008, I placed a true and correct copy of the above **NOTICE TO SUBMIT** in the US Mail, postage prepaid to:

Craig C. Halls  
Attorney at Law  
333 South State Street  
Blanding, UT 84511

A handwritten signature in black ink, appearing to read 'C. Halls', is written over a horizontal line.

GlobisRenee/not.submit/mo

SEVENTH DISTRICT COURT  
Grand County

FILED OCT 24 2008

CLERK OF THE COURT

BY \_\_\_\_\_  
Deputy

THE SEVENTH DISTRICT JUDICIAL COURT IN AND FOR GRAND COUNTY  
STATE OF UTAH

GREG CHILD,  
Plaintiff,  
vs  
RENEE GLOBIS,  
Respondent,

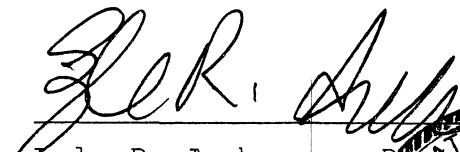
ORDER

Case No. 0547-3  
Judge Lyle R. Anderson

Respondent's counsel seeks leave to withdraw. Petitioner objects. The court agrees with many of the concerns expressed by petitioner. However, where withdrawal is required by ethical rules, the court should refuse consent only for compelling reasons.

The court hereby orders that counsel for respondent withdraw immediately. Petitioner should then give a notice to appoint or appear so that this case may proceed with a minimal delay.

Dated this 21st day of October, 2008

  
Lyle R. Anderson, Judge



CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 054700003 by the method and on the date specified.

METHOD	NAME
Mail	CRAIG C HALLS Attorney PET 333 S MAIN ST BLANDING, UT 84511
Mail	SONNY J OLSEN Attorney RES 1375 S 100 E PRICE UT 84501

Dated this 21 day of October, 2008.

C. P. Se  
Deputy Court Clerk



CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South Main Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330



---

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

---

GREG CHILD,

Petitioner,

vs,

RENEE GLOBIS,

Respondent.

---

NOTICE TO APPOINT  
COUNSEL OR APPEAR  
IN PERSON

Civil No. 0547-3

NOTICE IS HEREBY GIVEN that your attorney, Sonny Olsen, has withdrawn as counsel in the above entitled matter. You are required to either appoint counsel or appear in person in the above entitled matter within 20 days of the date of this notice.

DATED this 23<sup>rd</sup> day of October, 2008.



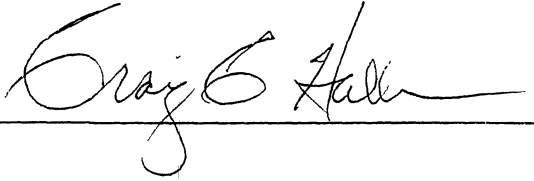
---

CRAIG C. HALLS  
Attorney for Petitioner

CERTIFICATE OF MAILING

I hereby certify that I mailed a copy of the foregoing Notice to the following, postage prepaid, this 23rd day of October, 2008:

Renee Globis  
1329 E. 700 So.  
Salt Lake City, Utah 84102-3216

  
\_\_\_\_\_

FILED OCT 27 2008

CLERK OF THE COURT  
BY Deputy *[Signature]*

THE SEVENTH DISTRICT JUDICIAL COURT IN AND FOR GRAND COUNTY  
STATE OF UTAH

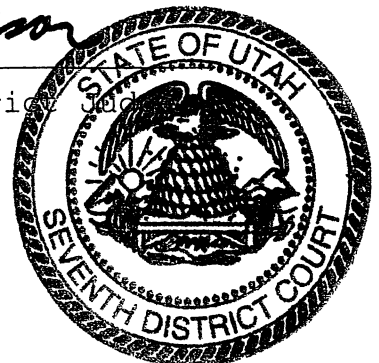
<p>GREG CHILD, Plaintiff, vs RENEE GLOBIS Defendants,</p>	<p>ORDER  Case No. 0547-3  Judge Lyle R. Anderson</p>
---	---

The court will hold a temporary orders hearing in this case on November 18, 2008 at 1:00 pm, if petitioner has given the notice required by Rule 74. U.R.C.P., so that "further proceedings" can be held on that day.

Dated this 27<sup>th</sup>, day of October, 2008.

*Lyle R. Anderson*  
Lyle R. Anderson, District Judge

SIGNATURE STAMP USED WITH APPROVAL  
OF ABOVE-NAMED JUDGE  
*M. Carroll*  
CLERK/DEPUTY CLERK



CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 054700003 by the method and on the date specified.

METHOD NAME

Mail	CRAIG C HALLS Payor 333 S MAIN ST BLANDING, UT 84511
Mail	RENEE GLOBIS Respondent 1329 E 700 S SALT LAKE CITY UT 84102

Dated this 27 day of October, 2008.

M. Parriott  
Deputy Court Clerk





SEVENTH JUDICIAL DISTRICT COURT  
Grand County  
FILED OCT 30 2008  
CLERK OF THE COURT  
[Signature]

**HEUGLY & OLSEN, PLLC**

Sonny J. Olsen [11308]

Dusten L. Heugly [10103]

1375 South 100 East

Price, Utah 84501

Telephone 435-637-3353

Fax 435-637-6261

**Attorneys for Respondent**

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

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

**NOTICE OF**

**WITHDRAW AS COUNSEL**

Civil No. : 0547-3

Judge: Lyle R. Anderson

PLEASE TAKE NOTICE that pursuant to Court Order dated October 21, 2008,  
Sonny J. Olsen withdraws as counsel for Respondent Renee Globis in the above matter.

DATED this 26<sup>th</sup> day of October, 2008.

HEUGLY & OLSEN, PLLC

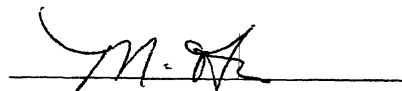
[Signature]  
\_\_\_\_\_  
SONNY J. OLSEN  
Attorney for Respondent

CERTIFICATE OF MAILING

On the 28 day of October, 2008. I mailed a true and correct  
copy of the above and foregoing **NOTICE OF WITHDRAWAL OF COUNSEL** to:

Craig Halls  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511

Renee Globis  
1329 East 700 South  
Salt Lake City, UT 84102



# EXHIBIT 12

(Motions to Compel Discovery and to  
expedite Proceedings)  
(January 20, 2009)

SEVENTH DISTRICT COURT  
Grand County

FILED JAN 05 2009

CLERK OF THE COURT

BY                       
Deputy

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

IN AND FOR GRAND COUNTY, STATE OF UTAH

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

CERTIFICATE OF DELIVERY OF  
PETITIONER'S SECOND SET OF  
INTERROGATORIES AND  
REQUESTS FOR PRODUCTION  
OF DOCUMENTS TO RESPONDENT

Civil No. 0547-3

Judge Lyle R. Anderson

I hereby certify that I mailed a copy of Petitioner's Second  
Set of Interrogatories and Requests for Production of Documents  
this 2<sup>nd</sup> day of January, 2009, postage prepaid to:

Brenda Flanders  
Attorney for Respondent  
8 East Broadway, Suite 411  
Salt Lake City, Utah 84111

DATED this 2<sup>nd</sup> day of January, 2009.



CRAIG C. HALLS  
Attorney for Petitioner

JAN 06 2009

8:.....  
COPY

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

IN AND FOR GRAND COUNTY, STATE OF UTAH

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.


CERTIFICATE OF DELIVERY OF  
PETITIONER'S SECOND SET OF  
INTERROGATORIES AND  
REQUESTS FOR PRODUCTION  
OF DOCUMENTS TO RESPONDENT

Civil No. 0547-3  
Judge Lyle R. Anderson

I hereby certify that I mailed a copy of Petitioner's Second  
Set of Interrogatories and Requests for Production of Documents  
this 2<sup>nd</sup> day of January, 2009, postage prepaid to:

Brenda Flanders  
Attorney for Respondent  
8 East Broadway, Suite 411  
Salt Lake City, Utah 84111

DATED this 2<sup>nd</sup> day of January, 2009.

  
CRAIG C. HALLS  
Attorney for Petitioner

Petitioner respectfully requests the Court shorten the time for responding to the discovery requests and requests the Court order Respondent to respond on or before January 20, 2009.

DATED this 2<sup>nd</sup> day of January, 2009.

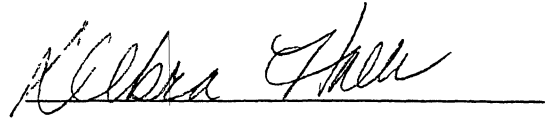
A handwritten signature in black ink, appearing to read "Craig C. Halls", is written above a horizontal line.

CRAIG C. HALLS  
Attorney for Petitioner

CERTIFICATE OF DELIVERY

I hereby certify that I mailed a copy of the foregoing Motion to Shorten time, this 2<sup>nd</sup> day of January, 2009, postage prepaid, to the following:

Brenda Flanders  
Attorney for Respondent  
8 East Broadway, Suite 411  
Salt Lake City, Utah 84111

A handwritten signature in cursive script, appearing to read "Brenda Flanders", is written over a horizontal line.

SEVENTH DISTRICT COURT  
Grand County

FILED JAN 05 2009

CLERK OF THE COURT  
BY                      Deputy 

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

---

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

---

GREG CHILD,

vs.

RENEE GLOBIS,

Respondent.

---

EXPEDITED MOTION TO  
SHORTEN TIME AND  
MEMORANDUM

Civil No. 0547-3  
Judge Lyle R. Anderson

COMES NOW the Petitioner by and through his attorney, Craig C. Halls, and pursuant to Rule 33(b)(3) of the Utah Rules of Civil Procedure, moves the Court to shorten the time to respond to discovery.

This motion is based upon the following:

The hearing in this matter is set for February 20, 2009. Because of the facts set forth hereafter, Petitioner propounds discovery in an effort to gain information essential to the hearing. The information sought is brief, will require little effort on the part of Respondent to respond and the majority of the discovery was propounded in April, 2008, and simply needs to



JAN 06 2009

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

---

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

---

GREG CHILD,

vs.

RENEE GLOBIS,

Respondent.

---

EXPEDITED MOTION TO  
SHORTEN TIME AND  
MEMORANDUM

Civil No. 0547-3  
Judge Lyle R. Anderson

COMES NOW the Petitioner by and through his attorney, Craig C. Halls, and pursuant to Rule 33(b)(3) of the Utah Rules of Civil Procedure, moves the Court to shorten the time to respond to discovery.

This motion is based upon the following:

The hearing in this matter is set for February 20, 2009. Because of the facts set forth hereafter, Petitioner propounds discovery in an effort to gain information essential to the hearing. The information sought is brief, will require little effort on the part of Respondent to respond and the majority of the discovery was propounded in April, 2008, and simply needs to

be updated. Petitioner seeks shortening of the time Respondent has to respond to the discovery requests in order to have the information in time for the hearing.

The information is essential to Petitioner's position and the discovery is brought based upon Respondent's contradictory information in the past. Also, the information is sought to assist in determining the best interests of the minor child, Ariann.

#### THE LAW

Rule 33(b)(3) states:

"The party upon whom the interrogatories have been served shall serve a copy of the answers and objections, if any, within 30 days after the service of the interrogatories. A shorter or longer time may be ordered by the court, or in the absence of such an order . . ."

The information sought by the formal discovery is information which should have been provided to the Petitioner pursuant to the parenting plan and Petitioner should be awarded his costs and attorney fees in having to formally request the information through discovery and in bringing this motion. A copy of the subject Interrogatories are attached hereto.

SEVENTH DISTRICT COURT  
Grand County

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

FILED JAN 20 2009  
CLERK OF THE COURT  
BY [Signature]  
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

IN AND FOR GRAND COUNTY, STATE OF UTAH

GREG CHILD,  
Petitioner,  
vs.  
RENEE GLOBIS,  
Respondent.

ORDER RE: EXPEDITED MOTION TO  
SHORTEN TIME

Civil No. 0547-3  
Judge Lyle R. Anderson

Based upon Petitioner's Expedited Motion and good cause  
appearing therefor,

IT IS HEREBY ORDERED the Respondent shall have until ~~January~~  
February 5, 2009 ~~20, 2009~~ to respond to Petitioner's Second Set of  
Interrogatories and Request for Product of Documents.

DATED this ~~2<sup>nd</sup>~~ day of January, ~~2008~~

20<sup>th</sup> 2009

2009

BY THE COURT:

[Signature]  
DISTRICT JUDGE




CERTIFICATE OF NOTIFICATION

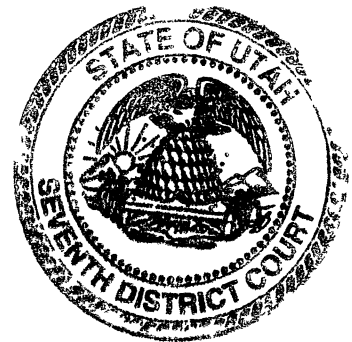
I certify that a copy of the attached document was sent to the following people for case 054700003 by the method and on the date specified.

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

Mail	BRENDA L FLANDERS Attorney RES 8 E BROADWAY STE 411 SALT LAKE CITY, UT 84111
Mail	CRAIG C HALLS Attorney PET 333 S MAIN ST BLANDING UT 84511

Dated this 21<sup>st</sup> day of January, 2009.

  
Deputy Court Clerk



SEVENTH DISTRICT COURT  
Grand County

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435) 678-3333  
Facsimile: (435) 678-3330

FILED JAN 20 2009  
CLERK OF THE COURT

BY *[Signature]*  
Deputy

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

GREG CHILD,

PETITIONER'S SECOND SET OF  
INTERROGATORIES  
AND REQUESTS FOR PRODUCTION  
OF DOCUMENTS TO RESPONDENT

Petitioner,

vs.

RENEE GLOBIS,

Civil No. 0547-3  
Judge Lyle R. Anderson

Respondent.

Pursuant to Rule 33 of the Utah Rules of Civil Procedure, the undersigned submit the following interrogatories to be answered separately and fully in writing and under oath by Respondent, a copy of such answers to be served upon the undersigned within thirty (30) days after service of these interrogatories.

If Respondent is unable to answer any interrogatories or subparts thereof within the designated time ordered by the Court, then Respondent is required to set forth such information

as is presently available, with full and complete supplementary answers to be served on the undersigned as soon as such information is available to Defendants, but not less than sixty (60) days before trial. These interrogatories shall be deemed continuing in nature to the full extent specified by Rule 26(e) of the Utah Rules of Civil Procedure.

#### DEFINITIONS

1. "Document" has the same meaning herein as in Rule 34 of the Utah Rules of Civil Procedure, and includes but is not limited to, written, printed, typewritten, recorded or graphic matter, sound reproduction, or computer input or output, in the possession, custody, or control of Defendants, or accessible to Defendants including but not limited to correspondence, memoranda, handwritten notes, computer printouts, tapes and recordings of all types, minutes of meetings, studies, books, pamphlets, schedules, pictures, voice recordings and every other device or medium on which or through which information of any type is transmitted, recorded or preserved. The term "document" also means every copy of a document where such copy is not an identical duplicate of the original.

2. The term "identify" when used in reference to an individual person means to state his full name, present address,

and telephone number(s), his present or last known position and business affiliation, and his position and business affiliation at the time in question. "Identify" when used in reference to a business organization or agency means to state its full name, principal business address, telephone number, and the nature of the organization, if known (e.g., corporation, partnership, non-profit, state or federal government, etc.). "Identify" when used in reference to a document, means to state the date, author, addressee and type of document (e.g., letter, memorandum, telegram, etc.) or some other means of identifying it, its substance, and its present location and custodian. If any such document was, but is no longer, in your possession or subject to your control or custody, state what disposition was made of it. "Identify" when used in reference to an oral communication means to state exactly what was said, when, where, by whom, and to whom.

3. As used herein, the words "person" and "persons" include natural persons, firms, partnerships, associations, joint ventures, corporations and any other form of business organization or arrangement.

## INTERROGATORIES

INTERROGATORY NO. 1: As to each place you have resided since moving to the Salt Lake City area (include Salt Lake County, Wasatch County and Utah County or other surrounding area) please provide the following:

- A. The address of such residence;
- B. The name, address and telephone number of your landlord, entity or other person who allowed you to occupy such residence;
- C. The names, address and telephone numbers of any individuals residing at the residence while you occupied the residence and whether each such individual contributed to the payment of rent, utilities, etc.;
- D. State the terms under which you are occupying the premises where you are living, such as renting, leasing, or other arrangement, the length of any lease or rental agreement, the amount paid per month for occupation of the subject premises, and any amounts paid as security or other deposits;
- E. The name, address and telephone number of the person or entity who owned the residence;



F. The date you moved into the residence and the date you moved from the residence.

INTERROGATORY No. 2: As to each and every place you have been employed since moving to the Salt Lake City area (including surrounding areas) provide the following:

A. The name, address and telephone number of the person or entity by whom you were employed;

B. The name(s) of your supervisor or other person overseeing your work product;

C. Whether you were paid a salary or worked by the hour and the rate of pay when you began working for such employer;

D. Any change in your rate of pay during the time you worked for such employer;

E. The rate of pay you were receiving when your employment was terminated;

F. State the reason you left each job;

G. Please describe your duties at each place of employment;

H. How many hours per day and per week you worked for each employer; and

I. If you worked by contract, please provide the details of the contract.

INTERROGATORY NO. 3: Since moving to Salt Lake City and/or the surrounding areas, please state the name, address and telephone number of all persons or entities who provided daycare for Ariann while you worked. As to each such provider include the following information:

- A. The address where Ariann was cared for;
- B. Whether the daycare provider was an individual or a licensed day care center;
- C. The number of hours per week Ariann is in daycare;
- D. The rate per hour, day, week and or month, charged by each provider for Ariann's care.

INTERROGATORY NO. 4: Please provide the name, address and telephone number of any preschool or school Ariann has attended since your move to Salt Lake City and the surrounding areas. As to each place provide the following:

- A. The amount per hour, day, week and/or month charged by each preschool or school Ariann attended.
- B. The date Ariann was enrolled in each preschool or school;

C. The dates Ariann attended each preschool or school;

D. The date you terminated Ariann's enrollment in each preschool or school;

E. If Ariann no longer attends preschool or school, please provide the reason she no longer attends.

INTERROGATORY NO. 5. Please provide the names, addresses and telephone numbers of any individuals you intend to call as witnesses at the trial of this matter and provide a summary of their anticipated testimony.

INTERROGATORY NO. 6: With respect to your current residence:

A. Have you paid a deposit in the nature of a lease/purchase, option, prepaid rent, etc.

B. Please set forth the source of the funds used to pay a security or other deposit, option for purchase, and/or down payment as set forth in Interrogatory No. 6, subpart (A)?

C. What is your current rent/lease payment:

D. What is the source of income for your payment of rent/lease payments?

E. Is your rent/lease subsidized by any individuals living in the same residence or by a third party or entity? If so, provide the name, address and telephone number of such entity or individual subsidizing the rent.

INTERROGATORY NO. 7: Have you accepted money, loans, or gifts from anyone in the past year, or has some other person or entity paid for your living expenses on your behalf? If so, please provide the following information:

- A. The name, address and telephone number of the person from whom you received money, loans or gifts;
- B. Were any such funds, loans or gifts used to pay your rent or other living expenses;
- C. Were the funds used to pay bills and obligations, including deposits or down payments on your current residence?
- D. Please provide the date you received any funds, gifts or loans and the amount of each loan, gift or money.

INTERROGATORY NO. 8: Other than income from your employment, please set forth the source of all funds you have received since moving to the Salt Lake City area. State the

date, the amount and the name and address of each person or entity providing such funds.

### REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1: Please provide a copy of your rental or lease agreement for each residence listed in Interrogatory No. 1 hereof.

REQUEST NO. 2: Please provide a copy of your employment contracts for each job referred to in Interrogatory No. 2 hereof.

REQUEST NO. 3: Please provide copies of any and all agreements/contracts you had with each individual or entity providing day care for Ariann as set forth in Interrogatory No. 3 hereof.


REQUEST NO. 4: Please provide copies of any and all agreements/contracts you had with each individual or entity providing preschool or school for Ariann as set forth in Interrogatory No. 4 hereof.

REQUEST NO. 5: Please provide any documents, receipts, checks, etc. which evidences payment to the persons or entities who provided daycare, preschool and/or school on Ariann's behalf as set forth in Interrogatories 3 and 4 hereof.

REQUEST NO. 6: Please provide copies of any exhibits which you intend to introduce at the time of the hearing.

REQUEST NO. 7: Please provide copies of any document you used in responding to these Interrogatories and Requests for Production of Documents.

DATED this 2<sup>nd</sup> day of January, 2009.

  
CRAIG C. HALLS  
Attorney for Petitioner

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South Main Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

SEVENTH DISTRICT COURT  
GRAND COUNTY  
FILED FEB - 6 2009  
CLERK OF THE COURT  
BY \_\_\_\_\_ Deputy

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

---

GREG CHILD,  
Petitioner,

*EXPEDITED*  
MOTION TO COMPEL DISCOVERY  
AND FOR APPROPRIATE SANCTIONS

vs.

Civil No. 0547-3  
Lyle R. Anderson

RENEE GLOBIS,  
Respondent.

---

COMES NOW the Plaintiff, by and through his counsel, and moves the Court for an order compelling discovery pursuant to Rule 37 of the Utah Rules of Civil Procedure and for sanctions.

Plaintiff's discovery requests were propounded on or about the 5<sup>th</sup> day of January, 2009. The trial in this matter is set for February 20, 2009.

Because the trial is set on February, 2009, Petitioner filed a motion requesting the court shorten the time for Respondent to provide the answers to the requests. The Court has signed and



entered an order setting February 5, 2009, as the date for the Respondent to provide her response to the discovery requests.

The information requested will not be difficult for Respondent to provide, but is essential to the Petitioner's case and Petitioner wants to make certain he has the information prior to the trial.

Respondent has not provided her response to the discovery by February 5, 2009, as ordered by the Court and Plaintiff now seeks to compel her to respond by February 15, 2009 so that Petitioner will have time to review the information provided by Respondent.

#### MEMORANDUM

Rule 37 of the Utah Rules of Civil Procedure provides that interrogatories and requests may be served upon an adverse party at any time after a lawsuit has been filed.

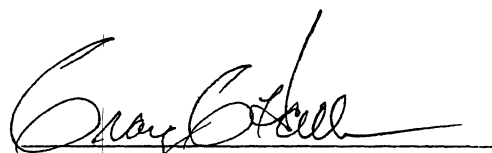
Respondent has not complied with the discovery requests and the time set by the Court for answering has expired. The information and documentation still sought is likely to lead to admissible evidence. Pursuant to Rule 37(a)(2) of the Utah Rules of Civil Procedure, if a deponent fails to answer a question propounded pursuant to the rules, the discovering party may move for an order compelling an answer.

Petitioner's counsel has discussed this matter with Respondent's Counsel and has made a good faith effort to obtain the discovery through cooperation with counsel for Respondent. Counsel for Petitioner discussed the discovery with Ms. Flanders on February 5, 2009, who indicated that she was "working on it".

To preserve the rights of his client, counsel for Petitioner must proceed with this Motion to Compel to ensure Respondent's compliance or suffer sanctions for failing to meet the schedule set by the court or to provide portions of the response as they become available.

Sanctions are permitted under Rule 37 of the Utah Rules of Civil Procedure and should be granted as the Court deems them to be appropriate, but certainly includes sanctions in the form of attorney fees.

DATED this 6<sup>th</sup> day of February, 2009.

  
CRAIG C. HALLS  
Attorney for Petitioner

# CERTIFICATE OF DELIVERY

I hereby certify that I mailed a copy of the foregoing Expedited Motion this 6<sup>th</sup> day of February, 2009, postage prepaid, to the following:

Brenda Flanders  
Attorney for Respondent  
8 East Broadway, Suite 411  
Salt Lake City, Utah 84111

I hereby certify that I also sent the foregoing Expedited Motion by facsimile this 6<sup>th</sup> day of February, 2009, to Brenda Flanders, Attorney for Respondent, at (801)355-6955.

Kleber Hall

*eman  
to  
LPS*

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South Main Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

SEVENTH DISTRICT COURT  
Grand County

FILED FEB 09 2009

CLERK OF THE COURT

BY \_\_\_\_\_ Deputy

*P*

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

GREG CHILD,  
Petitioner,

ORDER RE: *EXPEDITED*  
MOTION TO COMPEL DISCOVERY,  
MEMORANDUM, AND FOR  
APPROPRIATE SANCTIONS

vs.

Civil No. 0547-3  
Judge Lyle R. Anderson

RENEE GLOBIS,  
Respondent.

BASED UPON the Expedited Motion to Compel Discovery and  
Memorandum, and good cause appearing therefor,

IT IS HEREBY ORDERED that the Respondent produce her  
response to Petitioner's Interrogatories and Request for  
Production of Documents, to the Petitioner's counsel on or before  
the 15<sup>th</sup> day of February, 2009.

In the event Respondent fails to provide the required  
information by the date set forth, the Court shall impose

sanctions as follows:

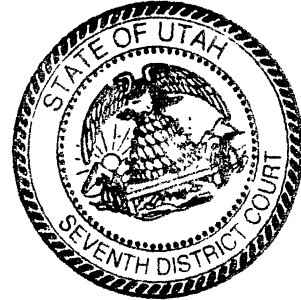
1, Foreclosing respondent from presenting evidence, 2) Making  
certain findings incontestable, or 3) Other relief as the court may  
determine.

~~FURTHER, Petitioner is awarded attorney fees in the amount~~  
~~of \$750 for bringing the Motion to Compel.~~  
*Attorney fees will be determined at trial. Rnt*

DATED this 9th day of February, 2009.

BY THE COURT:

*[Signature]*  
DISTRICT JUDGE




# EXHIBIT 13

(Motions to Reopen Hearing)  
(March 13, 2009)

SEVENTH DISTRICT COURT  
Grand County

FILED MAR 13 2009

BY CLERK OF THE COURT  
Deputy 

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

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IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

IN AND FOR GRAND COUNTY, STATE OF UTAH

---

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

---

MEMORANDUM IN SUPPORT  
OF EXPEDITED MOTION  
FOR RELIEF OR TO REOPEN  
HEARING PURSUANT TO  
RULES 59 AND 60(b)(3)

Civil No. 0547-3  
Judge Lyle R. Anderson

THIS MATTER was set for a hearing on Petitioner's Petition to Modify the decree of divorce entered on the on the merits of the case for February 20, 2009. The matter had been continued from a previous hearing on July 9, 2008; the decision of the Court in that case pursuant to a stipulation of the parties had been set aside by the Court in a November, 2008, hearing in which the Court determined that the Respondent had misrepresented information which was material to determination of child support in the previous hearing.

Greg Child (Greg) had been involved in paying the Montessori House Preschool directly for one-half of the preschool costs, prior to the February 20, 2009 hearing. Greg had had several discussions regarding payment with the director of the school, Irma Martinez. (See Affidavit of Greg Child)

Mr. Child had received two letters from the Montessori school indicating that Ariann had been dismissed from the school due to Renee's failure to pay monthly tuition.

At the time of the hearing on February 20, Greg was aware that Ariann's enrollment had been terminated on February 13, 2009. Irma Martinez could have been called as a witness, but it was not contemplated by Greg, nor his attorney, that Renee would misrepresent this issue before the Court and thus, Ms. Martinez was not called.

Renee, on the stand and under oath, was asked what Ariann's status was with the Montessori School. She indicated under sworn testimony that Ariann was currently a student and that while Renee had not made a complete payment for the preceding month, Ariann's attendance was not an issue and that Ariann was welcome as a student at the school as of February 20, 2009.

Greg, having received letters to the contrary, and Mr. Halls having a written statement from Renee which tended to establish



otherwise, presented Renee with a document marked as proposed Exhibit "9". Renee identified the writing on the bottom of the page as hers, but the document was not placed into evidence because it was part of another letter sent to Greg and his counsel from Irma Martinez and Ms. Martinez was not present. The bottom of the letter dated February 17, 2009, which was read by Renee, was placed in a "sign in" book at the Montessori school for other patrons to observe. This letter left in the sign-in book was the subject of another letter sent to Renee dated February 22, 2009, in which there is a statement that the school may pursue defamation for the statement which Renee testified was hers. The statement reads:

"I am sorry I ever trusted putting Ariann in this school. I am sorry for Ariann. You have no idea who Greg is, neither does John Porcher. I am sorry for the drama Greg inserts in my affairs every where I go."

Renee was asked to read the statement she had identified as her own. Based upon Renee's affirmative answer, Mr. Halls asked Renee if she was still asserting that Ariann was a student at the school and Renee stated unequivocally that she was. The only problem was payment of delinquent tuition which she intended to bring current and that Ariann would attend the Montessori school on Monday.

The Affidavit of Irma Martinez, attached to this Memorandum, establishes that the first letter, dated January 31, 2009, terminating Ariann from the Montessori school. Paragraph 4 of the Affidavit asserts that Renee ignored the letter and continued to bring Ariann in February. A second letter, sent on February 15, 2009, indicates that the termination date for Ariann was effective February 13, 2009.

Based upon the letters she had received from the Montessori school prior to the February 20 hearing, it is clear that Renee has misrepresented Ariann's status at the Montessori school at the time of the hearing. Additionally, the nature and status of the obligation was also misrepresented.

Greg received a letter dated February 19, 2009, which illustrates and explains a portion of the reason Ariann was dismissed from the school. The assertions therein are completely contrary to Renee's testimony. A copy of the February 14, 2009, letter from Irma Martinez to Greg is attached to Greg's affidavit filed herewith.

#### STATEMENT OF THE LAW

The issue of asking a court to reopen a case which has been tried based upon misrepresentation or misconduct of a party does not seem to fall squarely within any rule. Pursuant to Rule

59(1)(a) of the Utah Rules of Civil Procedure, a new trial (hearing) may be had for "irregularity in the proceedings of the court, jury or adverse party, or any order of the court or abuse of discretion by which either party was prevented from having a fair trial. Certainly here we have alleged that there was an irregularity in the proceedings with regard to the adverse party, that being testimony which may now be determined to be a misrepresentation by the adverse party. What remedy would then be available under Rule 59, is set forth under in subpart (a) where it indicates a court may "open a judgment, if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions." This would seem to indicate that pursuant to Rule 59, the court, based upon a proper showing, may open a proceeding and take additional testimony to the point that it may amend the findings or conclusions, or may direct the entry of a new judgment if one has been entered, but it does set forth, at least the option that the court may take additional testimony if a judgment has not been entered; or if it finds that there has been some irregularity or misconduct. Under Rule 60 the rule would seem to contemplate that it would be applied where a judgment has already been entered and a party is seeking relief from a final judgment or

order, but the rule itself says that a party can seek relief from a judgment or proceeding as set forth in part (b) where it indicates:

"The court may in the furtherance of justice relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: (3) fraud, misrepresentation or other misconduct of an adverse party."

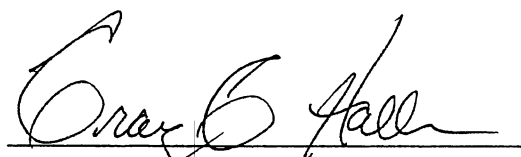
In the case of *Teebs Family Partnership v. Rex*, 2001 Ut. App. 88, Ut. Ct. App. 2001, a motion was made pursuant to Rule 59(a)(1) for a new trial, claiming irregularities in the proceedings which prevented a party from receiving a fair trial. The irregularities apparently constituted one party concealing material facts from the trial court. The trial court held that Rex's claims were not irregularities contemplated by Rule 59(a)(1), but rather factual disputes that Rex had adequate opportunity to present to the trial court when TFP filed its claim against him. The Court of Appeals agreed. This appears to be the only Utah case which may be on point with regard to Rule 59(a)(1). Several other cases have quoted it, but for reasons which are far different from our facts situation. The situation we have in our case is not involving the concealing of fact, but in actually testifying in court differently than what the truth required. In other words, a blatant misrepresentation by one

party or a lie which may constitute perjury. This was not a fact which was pled as in the *Tebbs* case or for which the admission of something had been provided for previously.

The Petitioner in our case could not have anticipated that the Respondent would lie about the issue placed before her and thereby, if the court does not hear the additional testimony or determine whether there was actually a misrepresentation on Respondent's part, this does constitute an irregularity that prevents the court from hearing the entire evidence and prevents the Petitioner from receiving a fair trial. In our case, we have not asked for a new trial, but since a ruling has not been made on the merits to this point, we are simply asking for the case to be reopened and the additional testimony be taken to flesh out this issue. A provision which is specifically recognized or allowed by Rule 59.

Rule 60 deals with fraud in a number of cases and jury misconduct. Counsel was unable to find a Utah case dealing with a misrepresentation by a party in a trial or hearing.


DATED this 12 day of March, 2009.

  
CRAIG C. HALLS  
Attorney For Petitioner

CERTIFICATE OF MAILING

I hereby certify that I mailed a copy of the foregoing Memorandum and Affidavits this 13<sup>th</sup> day of March, 2009, postage prepaid, to the following:

Brenda Flanders  
Attorney for Respondent  
8 East Broadway, Suite 410  
Salt Lake City, Utah 84111



---

CRAIG C. HALLS (1317)  
Attorney for Petitioner  
333 South Main Street  
Blanding, Utah 84511  
Telephone: (435) 678-3333  
Facsimile: (435) 678-3330

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

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

AFFIDAVIT OF  
IRMA C. MARTINEZ

Civil No. 0547-03  
Judge Lyle R. Anderson

STATE OF UTAH     )  
                              : ss.  
County of San Juan )

Irma C. Martinez, being first duly sworn, states as follows:

1. I am the Director of the Montessori Children's House Pre-School.
2. I am aware of the circumstances surrounding Ariann Child's enrollment, attendance, and circumstances leading to termination.

Ariann Child was enrolled and admitted to the Montessori Children's House preschool in September 2008. Her first day of attendance was Tuesday September 30, 2008.

1. Greg Child, Ariann's father telephoned to inquire about tuition and registration fees, and due date. He told me he was going to pay 50% of the monthly tuition fee and

50% of the annual registration fee by the first of the month. He mailed a check for \$365.00, which covered half of October tuition fee and half of the annual registration fee. Greg Child's 50% of fees were paid in a timely manner through February 2009.

2. Renee had agreed to pay her share of tuition fee by the first of each month. She was late for the months of October, November, and December 2008. She did not pay January 2009

3. On January 31 2009 I notified Renee by mail that all childcare services were terminated due to being over 30 days late in paying after services had been rendered. I stated that she had failed to pay.

4. Renee ignored my letter and continued to bring Ariann in February.

5. On February 15, 2009 a second notice by Postal Service Priority mail was sent at my request by Ninette I. Martinez, MSW, LCSW my Clinical and Conflict Resolution Consultant this is part of the notice

The decision to terminate services is based on the following:

1. Ms. Globis, has been late in paying her share of 50% of tuition for each month Ariann has been enrolled in our program. The Montessori Children's House has expenses and financial obligations of a continuing nature that must be met with the tuition fees. It is a hardship in meeting these obligations when tuition is not paid in a timely manner.

2. The time that Ms. Martinez has had to spend on administrative activities and consultation with your family has been beyond the usual and customary allotment of time required for families receiving services. It is of concern that this may divert time away from classroom activities and meeting the needs of the other children and families enrolled in the program.

The termination date is effective Friday February 13, 2009. We have appreciated the opportunity to have Ariann in our pre school



We must enforce the termination notice, effective February 13, 2009. This decision was most difficult and is non-negotiable. We respectfully request that you honor this decision and not bring Ariann to the Pre School. Please do not contact Ms. Irma Martinez regarding this matter.

6. February 18, 2008 Renee came to preschool.

7. Third Urgent Final notice dated February 22, 2009 sent to Renee.

February 22, 2009

Dear Ms. Renee Globes:

This is to advise you and confirm that Ariann's enrollment has been terminated from the pre-school. Under no circumstances should you contact Ms. Irma C. Martinez or other pre-school staff members by any means or come to or on the premises of the Montessori Children's House Pre-School at 1303 South 1100 East, SLC UT 84105.

We have been advised that if you do not respect our request to discontinue contacting us and if you continue to come to or on the premises that we may instigate a legal restraining order against you. This is our formal notice to you about this matter. You will also receive this notice by US Postal Service Priority Mail.

We have returned all court documents and a copy of Ariann's immunization record to you by US Postal Service Priority mail. You have also come to the premises to retrieve any items that you may have left behind that belong to you and Arianne. There is not any reason for you to come to or on the premises.

In addition, you may be liable for defamation of character due to the slanderous statement you wrote and placed in a high visibility area for our other clients to see. Your actions have further reinforced our decision to terminate Ariann's enrollment and discontinue any further transactions with you.

Please be advised if you come to or on the premises or bring Ariann to the pre-school we will contact the Salt Lake City Police department immediately and will go forward with an injunction for a restraining order against you.

Sincerely,

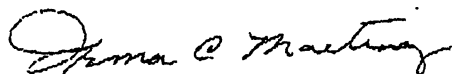
Ninette I. Martinez, MSW, LCSW  
Montessori Children's House  
Clinical and Conflict Resolution Consultant

Copy to: Greg Child

8. Attendance: Renee did not take advantage of the opportunity to have Ariann attend preschool on a regular basis. She had a high number of absences and was consistently late. Arriving after 10:00am or later.

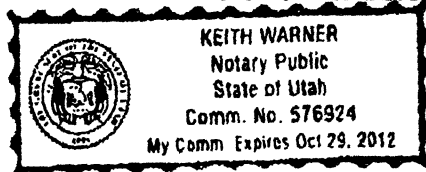
9. I need to add that Ariann is a wonderful, caring, bright and well mannered child. Her parents are very fortunate to have her.

DATED this 9<sup>th</sup> day of March, 2009.



IRMA C. MARTINEZ

Subscribed and sworn to before me this 9<sup>th</sup> day of March, 2009.



My Commission expires: 10.29.2012



Notary Public  
Residing at: 1895 E 2100S  
SLC, UT 84106

Montessori Children's House  
1303 South 1100 East  
Salt Lake City, Utah 84047  
801 467-6024

January 31, 2009

Dear Ms. Renee Globis and Mr. Gregory Child,

Enclosed please find a copy of pages 2 and 3 regarding Tuition Payment Policy and your updated and signed Enrollment agreement form Item 8 " If tuition is not paid 30 days after services have been rendered, all services will be terminated. All efforts to collect will be enforced and consumer agrees to pay reasonable attorney fees, in the event the terms must be enforced.

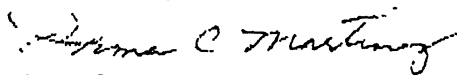
Mr. Child, your share of 50% of monthly tuition fee of \$280.00 for October, November and \$270.00 after Renee without notice changed Ariann's enrollment schedule to less hours for December and January, has been paid and received in a timely manner

Ms. Globis, you have been late in paying your share of 50% for each month Ariann has been enrolled in our program. You are over 30 days late after services have been rendered. It is with difficulty that I terminate all your services. You have failed to pay on time. The worse is that you have failed your daughter of the continuation of being in an environment that she has enjoyed so much.

Our Montessori Children's House has expenses and financial obligations of a continuing nature that must be met with the tuition fees. We don't receive any grants

Thank you for the opportunity to share in the nurture, care and the education of your developing child. Our best wishes in your endeavors.

Respectfully,

  
Irma C Martinez

On 2/15/09 Irma@xmission.com <irma@xmission.com> wrote

Dear Renee and Greg,

I apologize I have had technical problems with my e-mail attachments. This is the third e-mail I have sent. Please use this one. We have also sent you copies of the letter by US Mail. Thank you.

Montessori Children's House  
Ninette Martinez MSW, LCSW  
1303 South 1100 East  
Salt Lake City, Utah 84105  
801 467-6024

February 14, 2009

Dear Ms. Renee Globis and Mr. Gregory Child

Please allow me to introduce myself. I am the Clinical and Alternative Dispute Resolution consultant for the Montessori Children's House. Ms. Irma Martinez has spoken to me about the current circumstances. I have reviewed the situation. As a result of the review, we have made the difficult decision to dismiss Ariann from the pre-school. My understanding is that this issue was previously addressed in writing on January 31, 2009. However, Ms. Globis continued to bring Ariann to the pre-school. As a courtesy, Ms. Irma Martinez extended Ariann's stay in pre-school to assist you with locating another childcare provider. However, this has not yet occurred. Therefore, to assist with the process, we will waive the balance owed for January and February 2009 tuition of \$200.00 (\$170.00 tuition balance and \$30.00 late fee). We recommend that you contact Child Care Resource and Referral Metro at 801 355-4847 for referrals to other childcare providers. They also have a web site [www.cssulak.org/childcare/families/referrals.htm](http://www.cssulak.org/childcare/families/referrals.htm).

The decision to terminate services is based on the following:

1. Ms. Globis has been late in paying her share of 50% of tuition for each month. Ariann has been enrolled in our program. The Montessori Children's House has expenses and financial obligations of a continuing nature that must be met with the tuition fees. It is a hardship in meeting these obligations when tuition is not paid in a timely manner.
2. The time that Ms. Martinez has had to spend on administrative activities and consultation with your family has been beyond the usual and customary allotment of time required for families receiving services. It is of concern that this may divert time away from classroom activities and meeting the needs of the other children and families enrolled in the program.

The termination date is effective Friday, February 13, 2009. We have appreciated the opportunity to have Ariann in our pre-school.

We are returning Ms. Globis's court documents and the copy of Ariann's immunization records by US Priority Mail, and they are no longer at the pre-school.

We must enforce the termination notice, effective February 13, 2009. This decision was most difficult and is non-negotiable. We respectfully request that you honor this decision and not bring Ariann to the pre-school. Please do not contact Ms. Irma Martinez regarding this matter.

Respectfully,

Ninette I. Martinez  
Copy to: Irma C. Martinez

Montessori Children's House  
1303 South 1100 East  
Salt Lake City, Utah 84105  
801 467-6024

February 19, 2009

Reference. Renee Globis

Attention: Mr Greg Child/ Mr Greg Halls

In a certified letter dated February 14, 2009 Ms. Renee Globis was asked not to have contact with me. She did not honor this request. Ms Renee Globis came into my preschool on February 17, 2009 and prior to speaking to me wrote the enclosed message next to attendance record book where parents sign their children in for the day. A client brought it to my attention and was concerned about the content

Renee, came to tell me that Greg is to blame for Ariann's dismissal from our program. I explained that her failure to pay caused the dismissal. She then accused me of not accepting her payments. She does not appear to understand that I never refused her payment. She has never brought money for January or February.

She then proceeded to tell me that she needs to bring Ariann for child care here because she starts work in March. She appears to be confused and mentally stressed. This has given me concern for my staff and students' safety and well being. I have been advised to file a restraining order against Ms Globis.

Respectfully,

*Irma C Martinez*  
Irma C Martinez  
Director

2/17- I'm sorry I ever trusted putting  
Ariann in this school. I'm sorry  
for Ariann you have no idea who Greg is  
& neither does John Porsche!  
I am sorry for the ~~data~~ Greg  
inserts in my affairs everywhere I go  
(affairs?)

CRAIG C. HALLS #1317  
 Attorney for Petitioner  
 333 South State Street  
 Blanding, Utah 84511  
 Telephone: (435)678-3333  
 Facsimile: (435)678-3330

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

IN AND FOR GRAND COUNTY, STATE OF UTAH

GREG CHILD,  
 Petitioner,

vs.

RENEE GLOBIS,

Respondent.

AFFIDAVIT IN SUPPORT  
 OF **EXPEDITED** MOTION  
 FOR RELIEF OR TO REOPEN  
 HEARING PURSUANT TO  
 RULES 59 and 60(b)

Civil No. 0547-3  
 Judge Lyle R. Anderson

Greg Child, being first duly sworn, states as follows:

1. In the fall of 2008 Renee informed me she would enroll Ariann in Montessori Children's house, a preschool in Salt Lake City. She told me by phone that I was obligated under law and by the terms of the decree of August 2007 to pay half the tuition. I informed her that this was a misinterpretation of the law, but I would pay half since I am in favor of Ariann's education. Ariann began school on 9/29/08.

2. Full tuition cost \$590 per month, with additional registration fees. In the aforementioned conversation to Renee I stated my concern that she may not be able to afford such cost since she had recently been given an eviction notice from her

landlord, John Porcher. She said all would be fine, she had not been evicted and was working.

3. I contacted Irma Martinez, owner of the Montessori Children's house on or about 10/2/08. to understand the costs of her program and begin payment. At that time I wrote a check and mailed it to her for the initial month and registration fees, total of \$365. I informed her that I would pay half of the costs, but that under no circumstances would I pay any more than that.

4. Immediately following that call Renee told me by phone and in email that I had ``interrogated'' Irma about her and her mothering techniques. This was untrue. I subsequently asked Irma if she regarded our conversation as being an interrogation. She said she did not, and described our call as polite and professional."

5. About mid October Irma Martinez informed me by telephone her concerns that Rochelle Dulaney had appeared to pick up Ariann, and that her negative behaviour towards Ariann had led Irma to tell Rochelle, and Renee, that she would not release Ariann to Rochelle in the future. Irma told me that Rochelle was listed as a resident of Renee's then home.

6. During the period from October until Ariann's dismissal in January 2009 I called the preschool several times to speak to Ariann, and to enquire about Ariann's progress. Irma welcomed this contact. During these calls Irma informed me that Renee was consistently late in arrival by one to two hours, and that Ariann

was missing out on key developmental parts of the program. On one occasion, Irma gave me educational materials to assist Ariann's learning.

7. In mid January 2009 Irma told me by phone that Renee was late in paying her half of tuition.

8. On January 26 in my daytimer journal I record another entry in which Irma again informed me that Renee was late in payment for January, and that she was concerned and that she may have to terminate Ariann.

9. In a letter dated January 31, 2009 and signed by Irma Martinez and sent to Renee and me, Irma announced that Ariann had been terminated from the program. The letter made clear that I was paid in full, and that Renee had violated the terms of the contract she signed by not paying.

10. At no time in January did Renee inform me that she was late in paying tuition.

11. During February 2009 Irma informed me by phone that despite the letter of termination, Renee was continuing to bring Ariann to her school. Out of compassion and their fondness for Ariann, the school staff accepted Ariann on several occasions.

12. At that time I explained to Irma that I could not pay the additional amounts for Ariann because I could not afford to be sole payer of her program.

13. Previously in Moab in 2007/2008 Renee had ceased to pay for her half of preschool at First Baptist Church preschool,



leaving me to shoulder all payments there, till Renee pulled Ariann from that school and moved to Salt Lake City.

14. On February 13 I picked up Ariann from preschool in Salt Lake City, for commencement of my parent time. Irma told me in person that Renee was still not paid up for either January or February. She affirmed that Ariann remained terminated and that she was troubled by Renee's unwillingness to stay away from the school. I paid my half for February at that time to conclude services on good terms regarding my share of payments.

15. On February 14 I received by email and later by regular mail a letter signed by Ninette Martinez, Irma's colleague at the school, which again affirmed termination of services. It requested that Renee not make contact with Irma.

16. On February 15 in an email from Renee to me, Renee stated "I spoke with Irma and Ariann will remain in the pre-school till it ends in May." (see email)

17. Also on February 15 I emailed Irma to see if this was correct. Irma affirmed that she had told Renee that services were terminated. Irma affirmed that Renee was still delinquent in fees for January and February. (see email)

18. On February 18 2009 (two days before our hearing), while Ariann was at my house, Irma Martinez called me to express her concerns over a visit to the school that Renee had made on February 17. She told me that Renee had arrived in an agitated state demanding that she reinstate Ariann into the school because

it would look bad in court if Ariann was terminated. Irma asked Renee if she had the ability to pay her past dues, and she did not. Irma affirmed her position that regrettably services must be terminated.

19. In that call to me on Feb 18, Irma told me that Renee had then left the building, but on the way out had written defamatory comments about the school and about me in the school sign-in book. She was alarmed that parents had seen these comments before she had detected them.

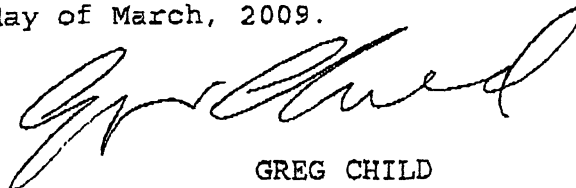
20. On February 19 Irma faxed a copy of the comments to me and to Mr Craig Halls. Accompanying the comments was a letter from Irma explaining that she would contact police if Renee came to her premises again. The letter again made clear that Ariann had been terminated.

21. On February 20, in court, I gave sworn testimony that it was my certain knowledge that Ariann had been dismissed from Irma's preschool.

22. On February 20, in court, Renee said that Ariann was not dismissed and that she would be attending the school as usual.

23. In a letter dated February 22, 2009 Ninette Martinez reaffirmed that her school had terminated services to Ariann, and that they may pursue legal actions against Renee concerning the defamatory note she wrote, and that they will contact police to remove her from the school if she returns.

DATED this 12<sup>th</sup> day of March, 2009.



GREG CHILD

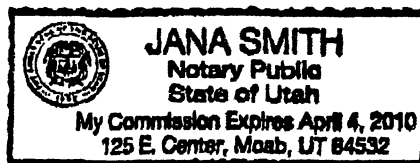
Greg Child, after being sworn and while under oath, stated that he had read this document, understood the contents and that the contents were true of Petitioner's own personal knowledge, and thereafter signed this document.



Notary Public

Residing at: Moab, Utah

My Commission expires: 4/4/2010



the owl plus

From: irma@xmission.com

Sent: Thu 2/12/09 11:01 PM

To: greg child (gregchild@hotmail.com)

Greg, Ariann did her presentation of the "The Owl and PussyCat" in front of her friends. She did a great job! Her friends were very interested and gave a big applause when she finished. Then she repeated it and the kids applauded again. Today at circle time she sang "You are my sunshine". She is an extremely bright child. She has good language and comprehension skills above her age level. The academics skills she will develop as you begin to teach her. I will give you the advice my parents gave me and I pass it to my clients. Do not rely on the school system...public or private...The education of your child is your responsibility. School attendance is important and has its values. We were 7 in our family and my parents sacrificed so that we could attend a private parochial school. Every night after dinner we sat in our small dining room and both of my parents helped with homework and after that was finished, we worked on new skills...if you knew addition,,,you learned subtraction...and so on. My husband and I started to build a small library some new some old books before our children were born and it was well worth it. Think about it. Other matters now. I have decided to ask you for 50% of 270.00 which would be for the first two weeks of February. Friday will be Ariann's last day of school here. I will let Renee know after the weekend. Are you still picking up Ariann? I have some books for you and her...Children love to learn, they just need someone to show them new ideas etc. Continue teaching her to recite. She has excellent recall....key to all learning.....thank you...

email earlier?

From: **Renee Globis** (reneeglo@gmail.com)

Sent: Sun 2/15/09 7:37 AM

To: greg child (gregchild@hotmail.com)

Did you get my email earlier or are you ignoring it?

I hope Ariann is having a good time?

I spoke with Irma and Ariann will remain in the pre-school til it ends in May.

Please make sure you keep her warm enough, she doesn't need to get another cold right now. & That pink coat isn't super warm...I usually have her wear a sweatshirt underneath.

Anyway, I'm just making sure everything is kopasetic for next week...as my Mom can't wait to see her!

Ciao,  
renee

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

SEVENTH DISTRICT COURT  
Grand County  
FILED MAR 13 2009  
BY CLERK OF THE COURT  
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

IN AND FOR GRAND COUNTY, STATE OF UTAH

GREG CHILD,  
Petitioner,

vs.

RENEE GLOBIS,

Respondent.

*EXPEDITED* MOTION  
FOR RELIEF OR TO REOPEN  
HEARING PURSUANT TO  
RULES 59 and 60(b)

Civil No. 0547-3  
Judge Lyle R. Anderson

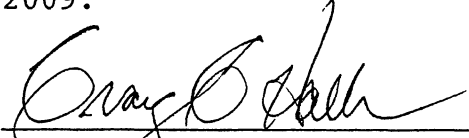
COMES NOW the Petitioner, by and through his attorney, Craig C. Halls, and pursuant to Rules 59 and 60(b)(3), requests the Court allow a hearing to take further testimony before making a final ruling on the Petitioner's Petition to Modify based upon fraud, misrepresentation or other misconduct of Renee Globis. This motion is being brought prior to the entry of the final judgment or order in this matter, but pursuant to the ongoing proceeding, in that the Petitioner herein feels that the Court should address this issue at this time so that a judgment or order

based upon improper facts or misrepresentation should not be entered. Pursuant to Rule 59, the Court is authorized to open a proceeding to take additional testimony where there are (a)(1) irregularities in the proceedings of the . . . adverse party . . . or abuse of discussion which prevented a fair trial.

WHEREFORE, Petitioner hereby requests the Court set aside two hours for a continued hearing on Petitioner's Petition to Modify the Divorce Decree to take the testimony of Irma Martinez, bearing on the issue of whether the minor child, Ariann, had been dismissed from the Montessori preschool at the time of the hearing. That issue is an important factor in the petition to modify, but also is directly related to the truthfulness of Renee's testimony regarding the matter. Renee, while under oath, insisted that Ariann had not been dismissed from the Montessori preschool and that the Renee was still on good terms with the school, except that she was in arrears in payment of the tuition for a month, or a part of a month.

The truthfulness of Renee's testimony not only bears upon an important issue in the Petition to Modify, but also bears upon the credibility of the witness, ReNee Globis.

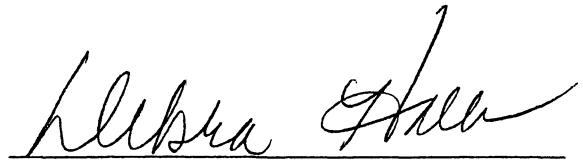
DATED this 12 day of March, 2009.

  
CRAIG C. HALLS  
Attorney for Petitioner

CERTIFICATE OF MAILING

I hereby certify that I mailed a copy of the foregoing Motion this 13<sup>th</sup> day of March, 2009, postage prepaid, to the following:

Brenda Flanders  
Attorney for Respondent  
8 East Broadway, Suite 410  
Salt Lake City, Utah 84111

A handwritten signature in cursive script, appearing to read "Kisha G. Hall", is written over a horizontal line.



# EXHIBIT 14

(‘Memorandum Decision’)  
(March 7, 2008)

**FILE COPY**

APR 09 2009

SEVENTH DISTRICT COURT  
Grand County

FILED APR 07 2009

BY: \_\_\_\_\_

CLERK OF THE COURT

BY: \_\_\_\_\_ Deputy

THE SEVENTH DISTRICT JUDICIAL COURT IN AND FOR GRAND COUNTY  
STATE OF UTAH

GREG CHILD,  
Petitioner  
vs  
RENEE GLOBIS  
Respondent

MEMORANDUM DECISION

Case No. 054700003

Judge Lyle R. Anderson

Renee Globis ("Mother") and Greg Child ("Father") met in 2002. In late 2003, they decided to begin living together. In August, 2004, their child Ariann was born. The relationship of Mother and Father has never been stable for any appreciable time. They did not initially agree about whether it was wise for Mother to have a baby. Mother was allowed to live with Father during the pregnancy, but was asked to contribute towards the cost of the housing. Shortly after Ariann was born, Mother took her to Illinois where she spent several months caring for dying relatives.

When Mother moved back to Moab in 2005, an action to determine custody and parent time had already been filed. The action languished for two years and the parties apparently worked



out the responsibility of supporting and caring for Ariann. Ariann spent substantial time with both parents.

It is not clear why this case heated up in 2007. Perhaps routine notices from the court warning of dismissal for failure to prosecute triggered the activity. In any event, a trial date was set and the parties scheduled mediation. The mediator reported the case as settled, but that agreement was not consummated. This case was initially tried in August, 2007. The parties agreed that Mother would have primary physical custody, but disagreed about whether legal custody should be joint. The court eventually determined that joint legal custody should be awarded. The court also resolved other minor disputed issues. The court's oral ruling directed that Ariann would reside in Grand County unless the court otherwise ordered. However, this oral ruling was not included in the court's written order prepared by the lawyers.

The parent time schedule agreed by the parties, and approved by the court, was very generous to Father. Following that schedule, Father would be with Ariann about 40% of the time. Father did exercise his allowed parent time and has been involved in Ariann's life in a significant way.

Mother is a dismal failure at managing money. The money she inherited in 2005, almost \$150,000, is completely gone. She owes money to several people with whom she has lived and from whom she rented residences. She consistently selects housing far above what her income would support, even when she is employed. She has not managed to hold a job for more than two months at a time since the original custody order was entered. From watching her testify, the court recognizes that she is scattered and unfocused. The court is not optimistic that she will ever be able to muster the focus necessary to hold down a job and provide a stable, secure home for Ariann.

Mother is also an unreliable witness. She has repeatedly failed to tell this court the whole truth about her housing, her employment and child care for Ariann. The contrast between reality as established by all other evidence and as described by Mother is sometimes so stark that the court is led to ponder whether Mother is intentionally attempting to deceive the court or has such a tenuous grasp on reality that she has deceived herself.

Father, in contrast, is able to manage his finances responsibly, even though his income is irregular. There is no question that he is financially able to provide a home and the

necessities of life for Ariann. Father's weakness is his inflexibility. Though he clearly cares for Ariann, this court wonders whether he has the emotional flexibility to manage the roller coaster of raising a five year old child. Children need structure and stability, but they also need parents who provide opportunities to learn and grow. Father has also been much more critical of Mother than this court considers reasonable, especially considering that Father chose Mother as a sexual partner.

The latest legal struggle between the parties erupted when Mother decided to move to Salt Lake City. She maintains that she needed to do so in order to further her career in drafting, to put some distance between herself and Father, and to be nearer to her mother. Father correctly notes that this move has made the generous parent-time schedule agreed to in August, 2007, impossible to follow. The dispute over this relocation originally came before the court for hearing in July, 2008. At the court's urging, the parties negotiated an agreement providing for Father to have less frequent, longer visits with Ariann, and to share transportation costs.

At the July, 2008, hearing, the court informed the parties that it would evaluate Mother's decision to move by comparing the

supposed benefits of the move to Ariann with the obvious detriment of substantially reduced, less frequent contact with Father. That analysis made Mother's claim that she had secured advantageous employment in Salt Lake City very relevant. Before the court urged the parties to settle, it actually took testimony from Mother about her employment.

No judgment based on the July, 2008, stipulation was ever entered. Mother lost her job shortly after the hearing. Father claims that Mother knew at the time of the hearing that her employment was ending. Counsel for Mother refused to prepare a Judgment because the facts on which it was based had changed. Counsel for Father refused to prepare a Judgment because he claimed the stipulation was based on untrue testimony. Father moved to set aside the oral ruling of the court, Mother agreed and this hearing was scheduled. The absence of a new governing order since Mother moved has made all interaction between the parties more contentious.

It has been clear to this court since at least August, 2007, that Ariann's interest are best served by frequent, regular contact with both parents. Both parents have significant deficiencies. Ariann will get what she needs to grow up healthy, happy, and secure only if both parents are heavily involved in

her life. This is why the court directed that Ariann not be moved from the Moab area without court approval. Unfortunately for Ariann, this verbal order was never included in the written order. Nevertheless, the truth which inspired the court to give that instruction remains true today. The parents are almost polar opposites in their approach to life. Neither recognizes his or her own deficiencies, but both are acutely aware of the deficiencies of the other. Both are blind to the truth which is obvious to the court. As a result, this court is not offered the option which is best for the child, namely living with one parent and frequent, regular contact with the other. It has been forced to choose between the parents.

Following the most recent hearing, Father moved the court to reopen the hearing so that he could present additional evidence demonstrating that Mother lied when she testified about the status of her child care arrangements for Ariann at the Montessori preschool in the Salt Lake City area. Mother testified at the hearing that she had been required to remove Ariann from the preschool because her financial difficulties had prevented her from paying her share of the monthly fee. Father offers to present testimony from the director of the Montessori Children's House, Irma Martinez, proving that Mother's

unreasonable conduct in dealing with Martinez and her preschool has led Martinez to bar Ariann from the preschool. Father offers to prove that:

1. Mother did not consistently bring Ariann to school even when it was paid for.

2. When Mother did bring Ariann to school, she was frequently very late.

3. Mother consumed disproportionate amounts of administrative time, diverting attention from other children.

4. Mother kept bringing Ariann to the school even after her enrollment had been terminated.

5. Mother left an unreasonable critical message on the sign in sheet for the school, where all other parents could see it.

6. Martinez has reached the point of threatening legal action against Mother.

The court denies Father's request to reopen the hearing because 1) the essence of what Father asserts, that Mother deals immaturely with other adults, to Ariann's detriment, has already been established, 2) the evidence at the hearing had already convinced the court that Mother was not being truthful about her interactions with the Montessori school, and 3) the conflict between Mother and Father which would result from reopening the



hearing, with consequent detriment to Ariann, would be far greater than the probative value of the additional evidence. In short, this is not worth fighting over.

The law requires this court to first consider whether a change of circumstances occurred with respect to the parent with primary physical custody which is substantial enough to warrant considering a custody change. Father points to the following:

1. Increase of approximately 250 miles in the one way distance between Ariann and Father. Though this primarily affects the relationship between Ariann and Father, this change does reflect that Mother has substantially less regard for that relationship than the court originally expected.

2. Instability of housing. Father correctly notes that Mother has moved Ariann from home to home in the Salt Lake area, without having a realistic plan to pay for the selected housing.

3. Instability of Employment. Mother has moved from job to job since leaving Moab, without establishing herself as a desirable employee for any of her employers. The court believes it is unlikely that Mother will be able to find a viable niche for herself in the Salt Lake City area which will match her talents to a prospective employer's needs and provide for the life style she apparently considers necessary.

4. Lack of Responsible Adult Behavior. The court is convinced by ample evidence at trial that Mother left Moab without any clear viable plan for living elsewhere, and that she did so primarily, if not entirely, to put distance between herself and Father. The court recognizes that Father has never been very supportive of Mother's individual choices. Mother was clearly not comfortable with Father's monitoring of her activities in Moab. The court recognizes that Father could have been less critical and more supportive without abandoning his responsibilities to Ariann. However, given Mother's penchant for immature choices, some monitoring was clearly indicated. The court is also convinced that Mother's ability to play the role of a responsible adult in Ariann's life is much less than the court expected when it made its original custody decision.

Considering all of these factors, the court is persuaded that the circumstances affecting Mother's role as primary physical custodian of Arian are so different from what the court believed to be true at the time of the original trial, that a change in custody must be considered.

In determining whether custody should change, the court must consider numerous factors. They are:

1. Past Conduct and Demonstrated Moral Standards of Each Parent. There is no appreciable difference in the moral standards of Mother and Father. However, Father has been more financially responsible than Mother and somewhat less vindictive in dealing with those who oppose him.

2. Which Parent Will Act in the Child's Best Interests. Although both parents have shown some tendency to put their need for conflict with the other parent above the interests of Ariann, the court believes Father is more likely to provide for the food, shelter, clothing, and education of Ariann in a responsible way. He is also somewhat more likely to promote frequent and continuing contact with the other parent.

3. Bonding Between Parent and Child. Though little evidence was presented on the bond between Ariann and each parent, the court believes that she has a strong bond with Mother, simply because she has recently spent substantially more time with Mother. However the relationship between Ariann and Father is healthy and good.

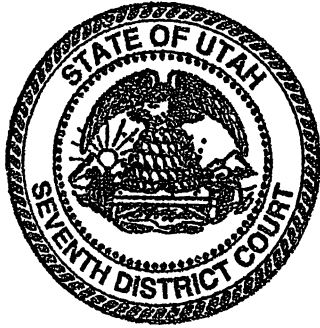
4. Maturity of Parents. Father is more emotionally mature than Mother. However, both parents show signs of immaturity.

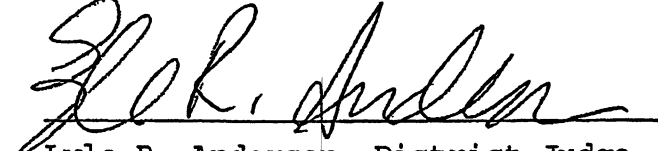
The court has also considered a number of lesser factors, set out in the factual background above. In view of all of those factors, the court believes Father is best able to provide the necessities of life for Ariann and help her grow into a healthy adult. The court accordingly awards custody to Father. However, the court emphasizes that Ariann especially needs the influence of both parents in her life because of the severe and complementary strengths and weakness of Mother and Father. It is therefore essential that Mother have liberal parent time with Ariann.

Because neither Father nor Mother has submitted a parenting plan pursuant to Section 30-3-10.8, Utah Code, and because the relationship between the parties has been filled with conflict, the court will not approve joint legal custody. The parties are encouraged to negotiate a liberal parent-time schedule. If they fail to agree, the statutory schedule will be imposed by the court.

Counsel for Father should submit a formal order pursuant to  
Rule 7, U.R.C.P.

Dated this 7<sup>th</sup> day of April, 2009.



  
Lyle R. Anderson, District Judge

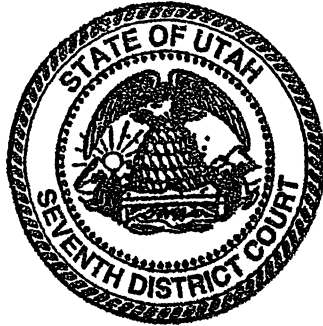
CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 054700003 by the method and on the date specified.

MAIL: BRENDA L FLANDERS LEWIS HANS WALD PLES & SANDERS 8 E  
BROADWAY STE 410 SALT LAKE CITY, UT 84111  
MAIL: CRAIG C HALLS 333 S MAIN ST BLANDING UT 84511

Date: 4-7-09

J. Rawlston  
Deputy Court Clerk



# EXHIBIT 15

(Order and Findings)  
(March 27, 2009)

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

San Juan County  
James M. Winder, Sheriff  
Court Services Division  
(801) 749-5779  
SEVENTH JUDICIAL DISTRICT COURT  
San Juan County

Served by Deputy Brown  
On 4-29, 2009 at 4:52 hours  
Served at 175 S. CLIFTON ST.  
Manner of Service Personal  
Signed [Signature]

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

IN AND FOR GRAND COUNTY, STATE OF UTAH

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

ORDER RE: PETITION TO  
MODIFY ORDER

Civil No. 0547-3  
Judge Lyle R. Anderson

Pursuant to the Memorandum Decision entered in this matter  
on April 7, 2009, and pursuant to the Findings of Fact entered  
herewith,

IT IS HEREBY ORDERED AS FOLLOWS:

1. The joint legal custody of the parties and primary  
physical custody of the Respondent as to the minor child, Ariann,  
is hereby terminated pursuant to U.C.A. §30-3-10.4(3).

2. Sole legal and physical custody of the minor child,  
Ariann, is hereby awarded to Petitioner, Greg Child pursuant to  
U.C.A. §30-3-10.

ORDER RE: PETITION TO MODIFY ORDER



VD28667123

pages: 3



3. Respondent is entitled to liberal parent time with Ariann. If the parties are unable to negotiate a liberal parent time schedule, the relocation statute found at §30-3-37 shall be imposed if Respondent lives more than 150 miles from the child's domicile in Moab, Utah; the statutory schedule found at §30-3-35 shall apply if the parties live closer than 150 miles apart. This order may be supplemented with an order that deals with the visitation at such time as the parties can agree and submit a stipulated schedule to the court.

4. Respondent is obligated to pay child support at such time as she establishes gainful employment in accordance with the Uniform Child Support Guidelines. The Court reserves the issue of child support until Respondent has steady employment.

5. The parties are ordered to provide medical, dental and optical insurance for the minor child if available through employment at a reasonable cost and each shall pay one-half of all out-of-pocket expenses, including co-pays, deductibles and premiums. The party incurring the expense shall notify the other within 30 days of an obligation being incurred. Petitioner currently carries such insurance and is entitled to a contribution for one-half of such costs by Respondent.

6. Respondent shall be responsible for payment of one-half of any work-related day care costs incurred by Petitioner. Notice of such obligation shall be sent within 30 days of incurring the expense.

7. Costs of visitation with the child shall be born by Respondent.

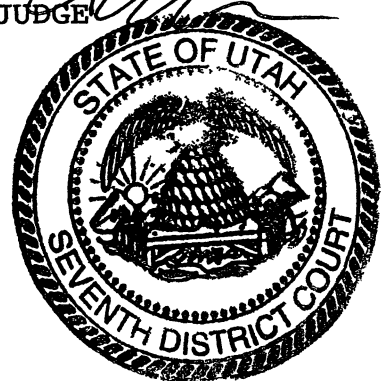
8. Respondent is ordered to execute any document and cooperate in any way requested in the obtaining of a passport or any other travel document to allow Ariann to travel out of the United States.

9. The remaining provisions of the August, 2007, order shall remain in full force and effect.

DATED this 27<sup>th</sup> day of April, 2009.

BY THE COURT:

  
DISTRICT JUDGE



RECEIVED  
MAY 04 2009

SEVENTH DISTRICT COURT  
Grand County

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511

Telephone: (435)678-3333  
Facsimile: (435)678-3330

BY:.....

FILED APR 27 2009

CLERK OF THE COURT

BY Deputy

pages: 11



054700003 GLOBIS, RENEE

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

IN AND FOR GRAND COUNTY, STATE OF UTAH

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

FINDINGS OF FACT

Civil No. 0547-3

Judge Lyle R. Anderson

THIS MATTER came before the Court on February 20, 2009, before the Honorable Lyle R. Anderson. Petitioner was present in person and represented by his attorney, Craig C. Halls. The Petitioner was present in person and represented by counsel, Brenda Flanders.

The matter before the Court is on a petition to modify the based upon a hearing held in August, 2007. The basis for the filing of the Petition to Modify was the move by the Respondent from the Moab area to the Salt Lake City area. The Petitioner filed a motion to amend in early 2008 and that matter came before the Court in August, 2008, the Court encouraged the parties to

try to settle the matter. The parties indicated that they had reached a settlement, but an order was never filed because shortly after the hearing, the Respondent had lost her job and her counsel refused to enter a judgment because the facts had changed. Counsel for Petitioner was unable to gain Respondent's cooperation in filing the order because she believed it was based upon untrue testimony.

Petitioner moved to set aside the oral ruling of the Court and request the matter be set for a full hearing on the merits, the Respondent agreed and the matter was scheduled for February 20, 2009.

The Court issued a Memorandum Decision on April 7, 2009. As the parties were referred to as Mother and Father in the Memorandum Decision, they will be referred to in that manner herein.

#### FINDINGS OF FACT

1. The Father and Mother were joint parents of a child, Ariann, born in August 2004.
2. The parties were never married.
3. The Father played a significant role in the birth and development of the child by allowing the Mother to live with him during the pregnancy.

4. There was some initial discussion as to whether the Mother having the child was wise in its inception.

5. Upon the child's birth, the Mother went to Illinois for a period of time to care for a dying relative. When the Mother returned to Moab in 2005, the Father filed a Petition to Determine Paternity, Custody, Support and Other Matters.

6. The child, Ariann, spent substantial time with both parents during this time period.

7. The parties attempted Mediation, the court noting that the mediation note indicates an agreement was consummated. However, the case was set for trial on the merits to the Court in August, 2007. The Court awarded the Mother the primary physical custody of the child with the parties having joint legal custody.

8. The Court made an oral ruling directing that Ariann would reside in Grand County unless the Court ordered otherwise. That oral ruling did not make it into the Court's written order from the August, 2007, hearing.

9. The current parent time schedule agreed to by the parties and approved by the Court was generous to the Father, allowing two weekends per month and one overnight stay per week.

10. In practice the Father was able to care for the child on additional times when the Mother was working or to provide day care while she was in the Moab area.

11. The amount of time the Father was able to spend with the child was about 40% of the time. The Father did exercise his allowed parent time and has been involved in Ariann's life in a significant way.

12. The Mother made arrangements and did move to the Salt Lake City area in early 2008, making it virtually impossible for the Father to continue with parent time as he had done in the past, in Moab.

13. The Mother is a dismal failure at managing money. In 2005 she inherited approximately \$150,000 which is completely gone.

14. Mother owes money to several people with whom she has lived and from whom she has rented residences.

15. Mother consistently selects housing far above what her income would support, even when she is employed.

16. Mother has not managed to hold a job more than two months at a time since the original custody was entered.

17. In observing Mother's testimony, the Court recognized that she is scattered and unfocused. The Court is not optimistic

that she will ever be able to muster the focus necessary to hold down a job and provide a stable, secure home for Ariann.

18. The Mother is an unreliable witness. She has repeatedly failed to tell this court the whole truth about her housing, her employment and her child care. There is a substantial contrast between reality as established by other evidence and witnesses and the testimony of the Mother. At some times the contrast is so stark that it appears she is intentionally attempting to deceive the court or has such a tenuous grasp on reality that she has deceived herself.

19. In contrast, the Father is able to manage his finances responsibility, even though his income is irregular.

20. There is no question that the Father is financially able to provide a home and the necessities of life for Ariann.

21. The Father's weakness is his inflexibility.

22. The Father has been more critical of the Mother than this court considers reasonable.

23. The court has considered whether the Father has the emotional flexibility to manage the roller coaster of raising a five year old child.

24. The Mother maintains that she decided to move to the Salt Lake City area in order to further her career and to put

some distance between herself and the Father and to be nearer to her mother.

25. This move effectively made it impossible for the Father to exercise the generous parent time schedule agreed to in August, 2007.

26. The matter came before the court with regard to the relocation in July, 2008.

27. The parties negotiated an agreement for the Father to have less frequent, but longer, visits with Ariann and to share transportation costs.

28. In the hearing in July, 2008, the court informed the parties that it would evaluate the Mother's decision to move by comparing the benefits of the move to Ariann with the detriments of a substantially reducing parent time with the Father.

29. The foregoing analysis made the claim by the Mother that she had secured advantageous employment in Salt Lake City very relevant. The court actually took testimony from the Mother about her employment in the July, 2008 hearing. The motion was made by the Father to revisit the orders which were unable to be filed from the July, 2008 hearing based upon the allegation of untrue testimony.



30. The court set the February 20, 2009, for a hearing on the merits.

31. In the absence of an order governing the conduct between the parties, the interaction between the parties has been more <sup>contentious. JNA</sup> contemptuous.

32. The Court finds that Ariann's interest are best served by frequent, regular contact with both parents.

33. The Court finds that both parents have significant deficiencies.

34. The Court finds that Ariann will get what she needs to grow up healthy and happy and secure only if both parents are heavily involved in her life.

35. The Father has once again asked the court to consider the testimony given by the Mother in the February hearing based upon the claim that she had again lied. The court has denied the request to reopen the hearing because it has already been established by observation and testimony from prior hearings and the Court so finds that the mother deals immaturely with other adults to Ariann's detriment.

36. The Court finds from the hearing in February, 2009, that the Mother was not being truthful about her interaction with the Montessori School.

37. The Court finds that the Mother's move has increased the distance between Ariann and the Father of 250 miles one way.

38. The Court finds that the move has primarily affected the relationship between Ariann and the Father.

39. The Court finds that this move reflects that the Mother has substantially less regard for the relationship between the daughter and the Father than the court originally expected.

40. The Father has asserted that Ariann has been moved to four or five different homes in the Salt Lake area and the Court finds that the Mother has moved the minor child from home to home in the Salt Lake City area without having a realistic plan to pay for the selected housing.

41. The Court finds that the mother has moved from job to job, since leaving Moab, without establishing herself as a desirable employee for any of her employers.

42. The court finds that it is unlikely that the Mother will be able to find a viable niche for herself in the Salt Lake City area which will match her talents to a prospective employer's needs and provide for the lifestyle Mother considers necessary.

43. The Court finds that Mother left Moab without any clear viable plan for living elsewhere.

44. The Court finds that the Mother's primary purpose for leaving the Moab area was to put distance between herself and the father.

45. The Court finds that the Father has never been supportive of the Mother's individual choices and that the Father could have been less critical of those choices, but further finds that given her immature choices, some monitoring was clearly indicated.

46. The Court finds that Mother has made immature choices.

47. The Court finds that the Mother's ability to play the role of a responsible adult in Ariann's life is much less than the Court expected when it made its original custody order.

48. The Court finds that based upon the testimony of the parties, the recitation of the history of the hearings in this case, the observation and evidence before the court and the findings contained herein, that there has been a substantial and material change of circumstances sufficient for the court to consider a change of custody in this case.

In determining whether a change of custody should take place, the Court has considered all of those items which have

been previously set forth in the Findings of Fact together with the following:

1. The Court considered the past conduct and demonstrated moral standards of each parent. The Court finds that with regard to this factor, there is no appreciable difference in the moral standards of the Mother and Father.

However, the Father has been more financially responsible than the mother and somewhat less vindictive in dealing with those who oppose him.

2. In determining which parent shall act in the child's best interest, the Court finds that although both parents have shown some tendency to put their conflicts with the other parent above the interest of Ariann, the Court finds that the Father is more likely to provide for the food, shelter, clothing and education of Ariann in a responsible way. The Court also finds that the Father is somewhat more likely to promote frequent and continuing contact with the other parent.

3. The Court finds that there is a strong bond between the mother and the child simply because Ariann has recently spent substantially more time with the Mother. The Court finds that the relationship between Ariann and the Father is healthy and good.

4. The Court finds that the Father is more emotionally mature than the Mother, but that both parents show signs of immaturity.

Based upon all of the factors considered in the foregoing Findings of Fact and the factors set out in the factual background above,

A. The Court finds that the Father is best able to provide the necessities of life for Ariann and help her grow into a healthy adult.

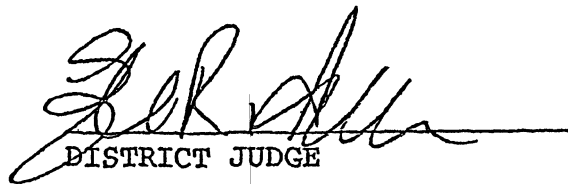
B. The Court finds that Ariann needs the influence of both parents in her life and finds that the Mother is entitled to liberal parent time with Ariann.

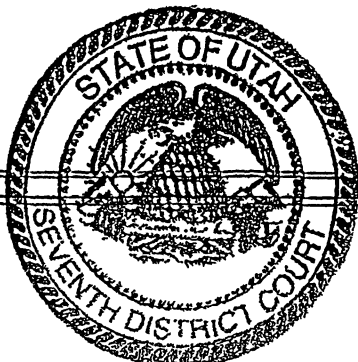
C. Under the foregoing circumstances, it is reasonable to terminate the joint legal custody arrangement between the parties.

D. It is in the best interest of the minor child that the sole physical and legal custody of Ariann be vested in the Father, with Mother having liberal parent time.

DATED this 27th day of April, 2009.

BY THE COURT:

  
DISTRICT JUDGE



RECEIVED  
MAY 04 2009

SEVENTH DISTRICT COURT  
Grand County

COPY

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

BY: \_\_\_\_\_

FILED APR 27 2009

CLERK OF THE COURT  
BY \_\_\_\_\_ Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

IN AND FOR GRAND COUNTY, STATE OF UTAH

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

ORDER TERMINATING JOINT  
CUSTODY ARRANGEMENT

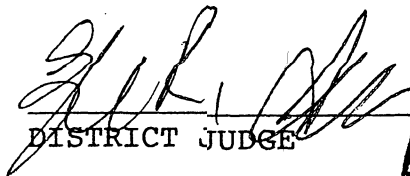
Civil No. 0547-3  
Judge Lyle R. Anderson

Pursuant to Utah Code Annotated §30-3-10.4, the Court hereby terminates the joint legal custody arrangement of the minor child, Ariann between Greg Child and Renee Globis, ordered by the court on 10th day of October, 2007.

DATED this 27th day of April, 2009.

False!  
Oct 30, 2007

BY THE COURT:

  
DISTRICT JUDGE

STATE OF UTAH }  
COUNTY OF GRAND } ss.

I hereby certify that this document is a true and correct copy of the original and now in my custody.  
WITNESS my hand and seal this 27th day of April, 2009.  
SEVENTH DISTRICT/JUVENILE COURT  
BY Lyle R. Anderson



ORDER TERMINATING JOINT CUSTODY ARRANGMENT



VD28667011

pages: 1

# EXHIBIT 16

(‘Objection to Proposed Order’)  
(April 29, 2009)

**BRENDA L. FLANDERS** (3795)  
**LEWIS, HANSEN, WALDO,**  
**PLESHE & FLANDERS**  
8 East Broadway  
Suite 410  
Salt Lake City, Utah 84111  
Telephone (801) 746-6300

Attorney for Renee Globis

**IN THE SEVENTH JUDICIAL DISTRICT COURT**

**IN AND FOR GRAND COUNTY**

**STATE OF UTAH**

---

<b>GREG CHILD,</b>	:	<b>OBJECTION TO PROPOSED</b>
	:	<b>FINDINGS AND ORDER</b>
Petitioner,	:	
	:	Civil No. 0547-3
vs.	:	
	:	Honorable Lyle R. Anderson
<b>RENEE GLOBIS,</b>	:	
	:	
Respondent.	:	

---

Respondent, Renee Globis, respectfully provides her Objection to the proposed Findings and Order as follows:

1. The Findings of Fact include introductory paragraphs that are not included in the Court's Memorandum Decision and do not reflect facts that were provided by the evidence at the trial occurring on February 20, 2009.



2. Finding No. 3 states that “Father played a significant role in the birth and development of the child”. These are not facts found by this Court and are not included in the Memorandum Decision.

3. Finding No. 10 states that “Father was able to care for the child on additional times when the Mother was working or to provide day care while she was in the Moab area.” There was no evidence provided at the trial in this regard and these facts are not included in the Memorandum Decision.

4. Finding No. 40 includes Father’s assertions even though they are not included in the Memorandum Decision. The problem of this inclusion is that it falsely impacts the Court’s actual determination. The Court stated that “Mother has moved Ariann from home to home in the Salt Lake area”. The Court did not determine that Mother had moved four or five times in the Salt Lake area. The insertion of Father’s allegations prejudice the finding by giving it a larger significance. The Finding should be modified to reflect the evidence and the Memorandum Decision, not the allegations of Father.

5. Paragraph 3 of the Order designates parent time if the parties are unable to negotiate a liberal parent time schedule. The designation states that the relocation statute controls and that the Order may be supplemented with an order dealing with visitation.

a. In the Memorandum Decision, the Court directed the parties to “negotiate a liberal parent-time schedule.” Further, the Court stated that if the parties “fail to agree, the statutory schedule will be imposed by the court.”

b. Prior to submission of the Findings and Order the Father has not entered into negotiations regarding parent time.

c. This court did not direct that parent time would be pursuant to the relocation statute.

d. Parent time pursuant to the relocation statute would significantly thwart the Court's determination that Ariann needs both parents in her life and that it is important for her to have substantial contact with both parents. Further, it contravenes the direction of the Court that parent time be liberal.

6. Paragraph 7 of the Order directs that Mother will be responsible for all costs of visitation. This issue was not determined by the Court, is not supported by the findings or evidence, or any other direction by the Court.

7. Paragraph 8 of the Order was not included in the Memorandum Decision and should not be included in the Order.

**WHEREFORE**, Mother, Renee Globis, respectfully objects to the entry of the Findings of Fact and the Order as have been prepared by counsel for Father, Greg Child, and requests that

modifications be required prior to entry, such modifications accurately reflecting this Court's decision.

**DATED** this \_\_\_\_ day of May, 2009.

**LEWIS, HANSEN, WALDO,  
PLESHE & FLANDERS**

---

Brenda L. Flanders  
Attorney for Renee Globis

**CERTIFICATE OF SERVICE**

I hereby certify that on the \_\_\_\_ day of May, 2009, I served the forgoing Objection to Findings and Order on the following, by depositing copies thereof in the United States mail, postage prepaid, addressed as follows:

Craig C. Halls  
Attorney at Law  
333 South Main Street  
Blanding, Utah 84511

# EXHIBIT 17

(‘Notice of Appeal Order’)  
(May 27, 2009)

**FILE COPY**

SEVENTH DISTRICT COURT  
Grand County

FILED MAY 27 2009

CLERK OF THE COURT  
BY Deputy

BRENDA L. FLANDERS (3795)  
LEWIS, HANSEN, WALDO,  
PLESHE & FLANDERS  
8 East Broadway  
Suite 410  
Salt Lake City, Utah 84111  
Telephone (801) 746-6300

Attorney for Renee Globis

**IN THE SEVENTH JUDICIAL DISTRICT COURT**

**IN AND FOR GRAND COUNTY**

**STATE OF UTAH**

---

**GREG CHILD,**

Petitioner and Appellee,

**vs.**

**RENEE GLOBIS,**

Respondent and Appellant.

---

:

**NOTICE OF APPEAL**

:

:

Civil No. 0547-3

:

Honorable Lyle R. Anderson

:

:

---

Notice hereby is given that Renee Globis, Respondent and Appellant herein, through her counsel, Brenda L. Flanders, Esq., appeals to the Utah Court of Appeals the final Order re: Petition to Modify Order of the Honorable Lyle R. Anderson entered in this matter on April 27, 2009.

The appeal is taken from the entire Order.

DATED this 27<sup>th</sup> day of May, 2009.

**LEWIS, HANSEN, WALDO,  
PLESHE & FLANDERS**

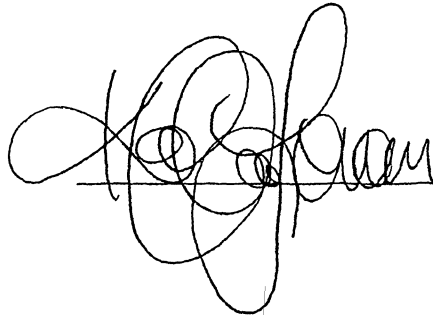


Brenda L. Flanders  
Attorney for Renee Globis

**CERTIFICATE OF SERVICE**

I hereby certify that on the 27<sup>th</sup> day of May, 2009, I served the forgoing Notice of Appeal on the following, by depositing copies thereof in the United States mail, postage prepaid, addressed as follows:

Craig C. Halls  
Attorney at Law  
333 South Main Street  
Blanding, Utah 84511



# EXHIBIT 18

(Exhibit List)

(February 23, 2009 & July 11, 2008)

SEVENTH DISTRICT COURT  
GRAND COUNTY

FILED

JUL 11 2008

CLERK OF THE COURT

BY

Deputy

COURT - MOAB  
STATE OF UTAH

GREG

vs.

RENEE

(11)  
Xtnt  
copy

EXHIBIT LIST

Case No: 054700003

Judge: LYLE R ANDERSON

Date: July 11, 2008

CRAIG  
DUSTIN  
MICHAEL  
SONNY J OLSEN ATTORNEY

NO.	PARTY	DESCRIPTION	OFF	REC	REF	WDN	ADV	SUB
PET 1		2005 Tax Return	Y	Y				
PET 2		2006 Tax Return	Y	Y				
RES 3		2004 Tax Return	Y	Y				
PET 4		Employee Payroll 3 pages	Y	Y				
RES 5		check stubs (5)						



signature

Jul 11, 2008

OFF = Offered  
REC = Received  
REF = Refused  
WDN = Withdrawn  
ADV = Under Advisement  
SUB = Original Substituted



SEVENTH DISTRICT COURT  
Grand County

FILED FEB 23 2009

CLERK OF THE COURT  
BY Deputy

SEVENTH DISTRICT COURT - MOAB  
GRAND COUNTY, STATE OF UTAH

GREG CHILD  
Petitioner  
vs.

RENEE GLOBIS  
Respondent

EXHIBIT LIST

Case No: 054700003  
Judge: LYLE R ANDERSON  
Date: February 23, 2009

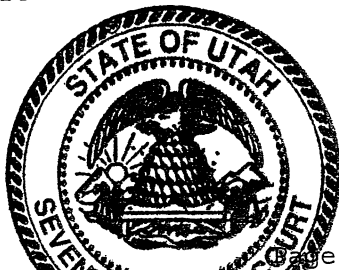
CRAIG C HALLS Attorney for the Petitioner  
BRENDA L FLANDERS Attorney for the Respondent

NO.	PARTY	DESCRIPTION	OFF	REC	REF	WDN	ADV	SUB
PET 0001		2007 Tax Return	Y	Y				
PET 0002		2008 W-2 and 1099	Y	Y				
PET 0003		North Face Agreement	Y	Y				
PET 0004		Letters and Emails	Y	Y				
PET 0005		Packet of Emails	Y	Y				
PET 0006		Emails	Y	Y				
PET 0007		Email	Y	Y				
PET 0008		Montissore School Leter						
PET 0009		Letter From Motissore School						
RES 0010		Stipulation	Y	Y				

*J. Lovertson*  
signature

Feb 23, 2009

OFF = Offered  
REC = Received  
REF = Refused



SEVENTH DISTRICT COURT - MOAB  
GRAND COUNTY, STATE OF UTAH

---

GREG CHILD  
Petitioner  
vs.  
RENEE GLOBIS  
Respondent

EXHIBIT LIST

Case No: 054700003  
Judge: LYLE R ANDERSON  
Date: February 23, 2009

---

WDN = Withdrawn  
ADV = Under Advisement  
SUB = Original Substituted

# EXHIBIT 19

(‘Expedited ‘Exparte’ Motion for Writ of  
Assistance’)  
(April 29, 2009)

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

SEVENTH DISTRICT COURT  
Grand County

FILED APR 30 2009  
CLERK OF THE COURT  
BY \_\_\_\_\_ Deputy

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

GREG CHILD,  
Petitioner,  
vs.

RENEE GLOBIS,

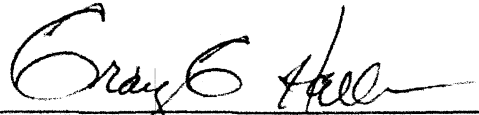
Respondent.

EXPEDITED *EXPARTE*  
MOTION FOR WRIT OF  
ASSISTANCE  
Civil No. 0547-3  
Judge Lyle R. Anderson

COMES NOW, the Petitioner, by and through his attorney,  
Craig C. Halls, and respectfully moves the Court for the  
following:

1. A Writ of Assistance is requested to restore the minor child, Ariann, to the custodial parent, Greg Child.
2. The Order granting sole custody was entered on April 27, 2009.
3. The Court should order such other and further relief as may be determined by the Court to be just and proper.

DATED this 29 day of April, 2009.

  
CRAIG C. HALLS  
Attorney for Petitioner

# EXHIBIT 20

(‘Affidavit in Support of Motion for Writ  
of Assistance’)  
(April 30, 2009)

SEVENTH DISTRICT COURT  
Grand County

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

FILED APR 30 2009  
CLERK OF THE COURT  
BY Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

IN AND FOR GRAND COUNTY, STATE OF UTAH

GREG CHILLO,  
Petitioner,  
vs.  
RENEE GLOBIS,  
Respondent.

AFFIDAVIT IN SUPPORT  
OF MOTION FOR WRIT OF  
ASSISTANCE

Civil No. 0547-3  
Judge Lyle R. Anderson

STATE OF UTAH )  
County of Salt Lake ss.

Greg Child, being first duly sworn and under oath deposes  
and states as follows:

1. I am the Petition in the above entitled matter.
2. \_\_\_\_\_

1. On April 27, 2009 I obtained certified copies of the order for case 0547-3, which awarded me sole physical custody of my daughter, Ariann Child.

2. On April 28 I traveled from Moab to Salt Lake City hoping to enact this change. At about 4 PM I phoned the Mother, Renee Globis, to notify her of my desire to pick up Ariann, and to discuss future parenting. I also requested police to be present for a civil standby.

3. During the aforementioned phone call to mother, she refused to allow me to assume custody of Ariann. Mother became angry and hysterical during phone call. Mother accused me of planning to take Ariann to Australia so mother could not see her, and she said I had gained custody at the February 20 hearing by lying and by manipulating witnesses to lie. She said she would accept no further contact with me.

4. Prior to this event, I had had visitation with Ariann from April 17 - 24. On April 22 mother insisted by telephone that I terminate visitation early. I refused. She traveled to Moab and requested Moab Sheriff dept. personnel to remove Ariann from me, even though visitation was still within the accepted one-week-per-month time frame. On learning of the April 7 Memorandum Decision on this case, which gave father sole custody, and after seeking advice from the Grand County attorney, Deputy Sheriff Levi Mallory told me that his department would not act to remove Ariann from me. Nevertheless, court orders were not in place at that time, so in good faith I exchanged Ariann back to the mother at the usual time of 7 PM on April 24.

5. To facilitate this exchange counsels Halls and Flanders exchanged a letter drafted by Ms Flanders that was made with agreement of both parents to memorialize this understanding. This letter stated that when signed orders were in place, mother would comply.

6. On April 28 when police arrived for the civil standby, and while I was showing the court order to a police officer, we saw mother place Ariann in her car and drive away. Officer C. Lambert did not pursue the matter further but filed a report, case # 09 - 74097.

7. In a second phone call at about 5 PM on April 28, made by Mother to me from whereabouts unknown, she claimed her attorney had advised her not to allow the custody change.

8. At approximately 7 PM I requested another civil standby, in which I intended to present the order for custody change to mother. Officers at the scene advised me not to do this, but to request assistance next

day from the Sheriff department of SLC.

9. I remained in SLC that night.

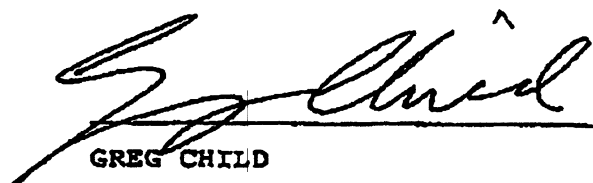
10. On the morning of April 29 SLC sheriff's dept. advised me to seek a writ of assistance so they could enact the custody change. However, clerks at the Matheson Courthouse told me that the writ of assistance must originate from Grand County.

11. Nevertheless, that afternoon I arranged for a Sheriff to serve mother with the custody order. At about 4 PM on April 29 Deputy Sheriff Brown advised me by phone that Mother had been served. Ariann remained with Mother.

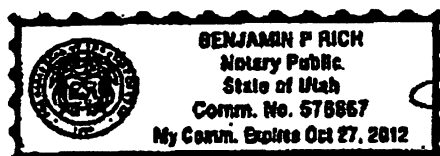
12. Throughout 4/29 and 4/30 I have remained in SLC hoping for resolution. Mother has refused to accept calls from me, and I have had no contact with my daughter.

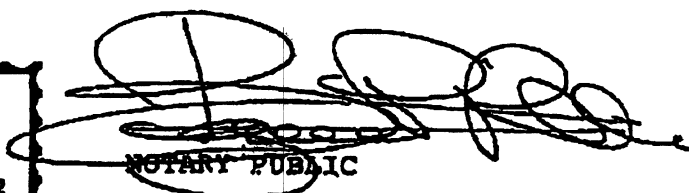
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DATED this 30th day of April, 2009.

  
GREG CHILD

Subscribed and sworn to before me this 30th day of April,  
2009.



  
NOTARY PUBLIC



# EXHIBIT 21

(‘Notice of Entry of Orders’)  
(May 04, 2009)

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

RECEIVED  
MAY 04 2009  
COPY

BY:.....

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

IN AND FOR GRAND COUNTY, STATE OF UTAH

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

NOTICE OF ENTRY OF  
ORDERS

Civil No. 0547-3

Judge Lyle R. Anderson

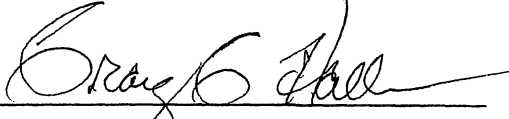
NOTICE IS HEREBY GIVEN that the following documents were  
entered in the above matter on the 27<sup>th</sup> day of April, 2009:

Findings of Fact  
Order Terminating Joint Custody  
Order Re: Petition to Modify Order

A copy of this Notice and a copy of the pleadings referred  
to above were mailed to the following, postage prepaid, this 29<sup>th</sup> day of April, 2009:

day of April, 2009: Brenda L. Flanders  
Attorney for Respondent  
8 East Broadway #401  
Salt Lake City, Utah 84111

DATED this 29 day of April, 2009.

  
CRAIG C. HALLS  
Attorney for Petitioner

# EXHIBIT 22

(‘Writ of Assistance’)  
(May 1, 2009)

CRAIG C. HALLS #1317  
Attorney for Petitioner  
333 South State Street  
Blanding, Utah 84511  
Telephone: (435)678-3333  
Facsimile: (435)678-3330

Salt Lake County Sheriff's Office  
James M. Winder, Sheriff  
Court Services Division  
(801) 743-5779

Served by Deputy Brown  
On 5-1, 2009 at 1200 hours  
Served at 195 S 1200 E  
Manner of Service Personal  
Signed [Signature]

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT

IN AND FOR GRAND COUNTY, STATE OF UTAH

GREG CHILD,

Petitioner,

vs.

RENEE GLOBIS,

Respondent.

WRIT OF ASSISTANCE

Civil No. 0547-3

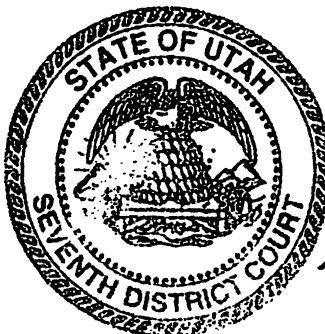
Judge Lyle R. Anderson

TO ANY CONSTABLE, SHERIFF, POLICE OFFICER OR ANY OTHER OFFICER IN  
SALT LAKE COUNTY, STATE OF UTAH:

You are hereby directed and authorized to render any  
necessary assistance to the above-named Petitioner, Greg Child,  
in retrieving and returning to the aforementioned parent's  
physical custody the parties' minor child, namely Ariann Child,  
born August 9, 2004.

Such action include, but are not limited to, obtaining  
access to the child through locked doors and gates and  
restraining any persons who may attempt to prevent you from  
carrying out this Writ.

DATED this 30th day of April, 2009.



BY THE COURT:

[Signature]  
DISTRICT COURT JUDGE

# EXHIBIT 23

(‘Respondent’s Closing Argument’)  
(March 13, 2009)

**BRENDA L. FLANDERS** (3795)  
**LEWIS, HANSEN, WALDO, PLESHE & FLANDERS**  
8 East Broadway  
Suite 410  
Salt Lake City, Utah 84111  
Telephone (801) 355-3839

Attorney for Renee Globis

**IN THE SEVENTH JUDICIAL DISTRICT COURT**

**IN AND FOR GRAND COUNTY**

**STATE OF UTAH**

---

**GREG CHILD,**

Petitioner,

vs.

**RENEE GLOBIS,**

Respondent.

---

:

**RESPONDENT'S CLOSING ARGUMENT**

:

:

Civil No. 0547-3

:

Honorable Lyle R. Anderson

:

This matter having come on for trial before the Honorable Lyle R. Anderson, Seventh Judicial District Court, on the 20<sup>th</sup> day of February, 2009. The Petitioner, Greg Child , appearing in person and with his counsel, Craig C. Halls, Esq., and the Respondent, Renee Globis, appearing in person and with her counsel, Brenda L. Flanders, Esq. The Court heard testimony of witnesses and argument of counsel. At the end of the day, it was determined that counsel should submit closing arguments in written format. Accordingly, Respondent respectfully submits to the court her closing argument in this matter, as follows:

## PROCEDURAL STATUS

On or about October 30, 2007, this Court entered Findings of Fact and Conclusions of Law, and the Order: re Verified Petition for Paternity and Custody. The Findings and Order were entered pursuant to proceedings held before the Honorable Lyle R. Anderson, on the 17<sup>th</sup> day of August, 2007. The Findings state as follows:

The Court having reviewed the stipulation which the parties had entered into and found it to be reasonable. The matter was submitted to the Court on three issues, to-wit: a. Determination of reasonable and appropriate parent time; b. Designation of custody arrangement as being joint legal custody with Respondent having primary physical custody; c. Financial issues with regard to support and monies paid by Mr. Child.”<sup>1</sup>

Further, “[t]he Court was asked to resolve the issue of child custody, and determine whether sole or joint custody would be appropriate.” Findings, at p.2.

Thereafter, Finding No. 2 designates that the parties were not married but have one child born August 9, 2004, Ariann Lucinda Child. Finding No. 5 states that “[d]uring the course of the trial it was determined that both parties are fit and proper persons to have the custody of Ariann Lucinda Child, born August 9, 2004, awarded to them.” In Finding No. 6, “the Court looked at the factors of determining whether the best interest of the child will be served by ordering joint legal or physical custody.” In subparagraphs (a) through (I), the Court notes the factors considered for the custody determination. In Finding No. 7, the Court mandates as follows: “Based upon a preponderance of the evidence, it is in the best interest of the child,

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<sup>1</sup>

Findings of Fact and Conclusions of Law drafted by Craig C. Halls, and entered by this Court on October 30, 2007, pages 1-2.

Ariann, for the parties to have joint legal custody of said minor, with Respondent being the primary physical custodian and Petitioner having liberal parent time.” Finding No. 27 states that “[i]n the event that either party relocates, U.C.A. §30-3-37 shall apply.”

Finally, Finding No. 21 provides as follows: “Petitioner has loaned \$5100 to Respondent. The amount loaned to Respondent represents advances in child support and other support for Respondent and the parties’ minor child. Petitioner is entitled to a judgment in the amount of \$5100, together with interest at the legal rate of 6.99%.”

As a result and consequence of entering the Findings of Fact and Conclusions of Law, the Court entered the Order re: Verified Petition for Paternity, Custody and Related Matters, that had been drafted by Craig C. Halls, Esq. Paragraph 1 of the Order awards joint legal custody to the parties and awards primary physical custody to the Respondent, Renee Globis (“Renee”). Paragraph 6, again, reiterates that the “Court looked at the factors of determining whether the best interest of the child will be served by ordering joint legal or physical custody.” In subparagraphs a through d, the Order reiterates some of the factors considered by the Court. Like the Findings quoted above, paragraph 20 of the Order states that “[i]n the event that either party relocates, U.C.A. §30-3-37 shall apply.” Finally, ¶ 15 states as follows: “Petitioner has loaned \$5100 to Respondent. The amount loaned to Respondent represents advances in child support and other support for Respondent and the parties’ minor child. Petitioner is entitled to a judgment in the amount of \$5100, together with interest at the legal rate of 6.99%.”

In or about April, 2008, after giving notice to Greg Child, Renee moved from Moab to Salt Lake City, Utah. Soon after Renee gave notice to Greg, Greg filed a Petition for Change



of Custody with this Court. This Petition lead to the proceeding at hand and a trial occurred on February 20, 2009.

### **LEGAL AUTHORITY**

As the Court is well aware, modification of an existing custody award begins with § 30-3-10.4, *Utah Code Annotated*, which grants the Court authority as follows: “On the motion of one or both of the parents, . . . the court may, after a hearing, modify an order that established custody if: (a) the circumstances of the child or one or both custodians have materially and substantially changed since the entry of the order to be modified; and (b) a modification of the terms and conditions of the order would be an improvement for and in the best interest of the child.”

In our legal system, a decision made by a Judge is sacrosanct. Regarding custody, a party gets to request a modification on the ground that a specific basis for that decision has changed in a material way. That is the manner in which we avoid the principles of res judicata and collateral estoppel. “[S]ince a custody decree is predicated on a particular set of facts, that decree is res judicata and will not be modified in the absence of a showing of a ‘substantial’ or ‘material’ change of circumstances which warrants doing so.” *Hogge v. Hogge*, 649 P.2d 51, 53 (Utah 1982).

In *Hogge*, the Utah Supreme Court reaffirmed the procedure to be followed in change of custody cases as follows:

a trial court’s decision to modify a decree by transferring custody of a minor child must involve two separate steps. In the initial step, the court will receive evidence only as to the nature and materiality of any changes in those

circumstances upon which the earlier award of custody was based. In this step, the party seeking modification must demonstrate (1) that since the time of the previous decree, there have been changes in the circumstance upon which the previous award was based; and (2) that those changes are sufficiently substantial and material to justify reopening the question of custody.

649 P.2d at 54.

In addition, “[t]he trial court must make a separate finding as to whether this burden of proof has been met.” *Hogge*, 649 P.2d at 54. If the burden is met, the trial court will move to the second step. If the burden is not met, “the trial court will not reach the second step, the petition to modify will be denied, and the existing custody award will remain unchanged.” *Hogge*, 649 P.2d at 54. “[T]o meet this threshold requirement, a party must show, in addition to the existence and extent of the change, that the change is significant *in relation to* the modification sought. The asserted change must, therefore, have some material relationship to and substantial effect on parenting ability or the functioning of the presently existing custodial relationship.” *Becker v. Becker*, 694 P.2d 608, 610 (Utah 1984).

The materiality requirement is designed to help the court decide if there is a valid reason to reopen a question already settled by an earlier order, while the best interests analysis relates to a present and future readjustment of the parties’ interests. In other words, if the circumstances that have changed do not appear on their face to be the kind of circumstances on which an earlier custody decision was based, there is no valid reason to reconsider that decision. The rationale is that custody placements, once made, should be as stable as possible unless the factual basis for them has completely changed.

*Id.* (Emphasis added).

In *Becker*, 694 P.2d 608, the trial court determined that the custodial parent’s move was not a substantial change in circumstances. The Utah Supreme Court affirmed this determination

because “[t]he evidence does not indicate that the custodial circumstances of the child or the parenting capabilities of the respondent will be affected by the move.” *Id.* at 610. “[I]n the absence of a material change in circumstances [that is material to the custody issue], it is not sufficient merely to allege that a child might be better attended in the petitioning parent’s custody.” *Id.* at 611.<sup>2</sup>

In *Fullmer v. Fullmer*, 761 P.2d 942 (Utah App. 1988), the divorce decree had been entered pursuant to the parties’ stipulation. The trial court changed custody. The Court of Appeals reversed.

In the instant case, the trial court did not adhere to the mandated bifurcated procedure. First, the court failed to receive evidence relevant only to the ‘nature and materiality of any changes’ in the circumstances upon which the previous child custody award was based. Second, the court failed to enter a separate finding that a substantial and material change in appellant’s [custodial parent’s] circumstances warranted reopening the custody award. Rather the court received *all* evidence relevant not only to the ‘change in circumstances’ step, but also the ‘best interests of the child.’ Such an approach has been consistently rejected by our supreme court.”

*Id.* at 946.

The *Fullmer* Court, also, found that the trial court “abused its discretion in finding that the changes in circumstances were sufficient to reopen the child custody issue based upon the evidence in the record.” *Fullmer*, 761 P.2d at 946.

In determining whether there has been a change of circumstances warranting the reopening of the child custody provisions of a divorce decree, trial courts are

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<sup>2</sup>

In *Becker*, the court determined that the move was not material to a change of custody, but was material to the question of visitation, so the court could modify the previously ordered parent time.

instructed to focus exclusively on an evaluation of the custodial parent's change of circumstances and its effect on the child. *Kramer*, 738 P.2d at 626. 'The asserted change must . . . have some material relationship to and substantial effect on parenting ability or the functioning of *the presently existing custodial relationship*. In the absence of an indication that the change has or will have such effect, the materiality requirement is not met.'" *Fullmer*, 761 P.2d at 947 (quoting *Becker*, 694 P.2d 608, 610)). "Under this 'change of circumstances' step, the 'threshold is high to discourage frequent petitions for modification of custody decrees.' *Kramer v. Kramer*, 738 P.2d 624, 626 (Utah 1987).

*Fullmer*, 761 P.2d at 946.

Finally, in *Fullmer*, the court stated that "the alleged change of circumstances relied upon by the trial judge were within the reasonable contemplation of the respondent at the time he stipulated to the custody arrangement and thus not legally cognizable." 761 P.2d at 947 (emphasis added). The court, therefore, held that "[g]iven respondent's awareness of the circumstances at the time he voluntarily entered into the stipulation which awarded appellant custody, we find his petition to modify custody the very type of litigation and harassment from which our supreme court has attempted to protect custodial parents." *Id.* at 947-48.

In *Maughan v. Maughan*, 770 P.2d 156 (Utah App. 1989), the decree of divorce was entered upon default after the parties entered into a written stipulation, which was filed with the court and included an award of custody to mom. Subsequently, dad filed a petition to modify alleging mom's "frequent moves, use of alcohol and drugs, promiscuity, and parental neglect of" the child were the basis to change custody. *Id.* at 158. Again, the Utah Court of Appeals held that the trial court was required to, and did, follow the bifurcated procedures established in *Hogge* and *Becker* for determining whether custody should be modified. The Court, however, noted that "[i]f, on the other hand, the initial custody award is premised on a temporary

condition, a choice between marginal custody arrangements, a default decree, or similar exceptional criteria, the trial court may properly focus its ‘inquiry into the effects on the child of the established custodial relationship as it has developed over time.’” *Id.* at 160 (quoting *Kramer*, 738 P.2d at 627 n.5)<sup>3</sup>. This allowed the court to “accept a greater range of evidence under Hogge’s first prong regarding the initial custody arrangement, the events that have since transpired, and the resulting effects on the child.” *Id.* The Court of Appeals found that the trial court did follow Hogge and “generally limited its review to evidence of a substantial change in the circumstances of the custodial parent”. *Id.* Accordingly, the appellate court affirmed the determination of the trial court that there was no substantial change of circumstances to justify reopening of the custody question.

The *Kramer* Court continued the standard that the focus of the trial court is “based exclusively or primarily on an evaluation of the custodial parent’s circumstances”. 738 P.2d at

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Footnote 5, in *Kramer*, provides as follows: “The concurring opinion of Justice Howe discusses exceptional situations where a change in the circumstances of the noncustodial parent may be relevant to a determination of whether the custody issue should be reopened. We agree with Justice Howe that the general rule outlined above is not so rigid as to preclude consideration of such changes in every case. However, as noted above, cases in which the general rule should be departed from would certainly be the exception.”

Justice Stewart’s concurring opinion points out that it is harmful to ‘preserv[e] stability in a parent-child relationship that is destructive’ and that a court should not ignore ‘how well the child is doing under the established custody relationship’ in conducting a hearing on changed circumstances. An inquiry into the effects on the child of the established custodial relationship as it has developed over time is an entirely proper focus for a change-of-circumstances inquiry under *Becker* and *Hogge*.

738 P.2d at 627, n.5 (emphasis added).

627. Further, the Court noted “the *Hogge* test is sound. Many areas of the law involved bifurcated procedures at the trial level. We do not see why this one is unduly burdensome. As this case illustrates, change of circumstances involves a very narrow spectrum of evidence. It should not be difficult for trial courts to keep the two separate.” *Id.* at 627 n.1.

Several other cases have considered the standards to be followed and the continuation of the bifurcated proceeding. In *Stevens v. Collard*, 837 P.2d 593 (Utah App. 1992), the Utah Court of Appeals assists in ferreting out and clarifying the requirements. The Court notes that

in *Elmer v. Elmer*, 776 P.2d 599 (Utah 1989), the Utah Supreme Court made one modification to the Hogge-Becker test. In those situations where the question of the child’s best interest has not been subject to an objective appraisal on the merits, *i.e.*, where the presently existing custody arrangement is the result of stipulation or default, *Elmer* liberalizes the scope of evidence allowed on the issue of changed circumstances.

*Stevens*, 837 P.2d at 596. Further, the Court found that *Elmer* allowed parties in non-litigated cases to offer evidence on the best interests for determining changes in circumstances. “However, appellee’s fundamental burden to establish a material change of circumstances was not diminished merely because the custody decree she challenged was based on default.” *Id.* (emphasis added).

*Maughan* recognized that under exceptional circumstances, *Elmer* relaxes the evidentiary, not substantive, burden under *Hogge*. Regardless of whether exceptional circumstances exist, a non-custodial parent petitioning for custody modification must *always* prove that, since the time of the previous custody decree, the custodial parent’s circumstances have substantially and materially changed. *Elmer* only affects the scope of evidence that can be used to satisfy the changed circumstances requirement; it does not affect the substantive *Hogge-Becker* requirement itself.

*Id.* at 597 n.6 (emphasis added). Finally, the *Stevens* Court reiterated the requirement that to constitute a change of circumstances the change must have a “material relationship to and substantial effect on’ [the custodial parent’s] parenting ability or the functioning of the existing custodial relationship.” *Id.* at 597.<sup>4</sup>

In *Crouse v. Crouse*, 817 P.2d 836 (Utah App. 1991), again, the Court of Appeals clarified the standards established for modification of custody. In *Crouse*, the parties had entered into a stipulation resulting in an uncontested divorce. The decree awarded joint legal custody, with primary physical custody being granted to mom. The Court noted that “the trial court’s ruling is especially appropriate here because of the absence of exceptional criteria such as an initial custody award premised on a temporary condition, a choice between marginal custody arrangements, or a default decree.” *Id.* at 839. In addition, “only changes not contemplated by the parties at the time of divorce are relevant to the substantial change test.” *Id.*

Finally, if this Court determines that the petitioner has met the high threshold burden of proving a substantial changes of Renee’s circumstances that negatively impact her parenting ability, which it should not, then the Court must determine what is in the best interests of the child.

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*Stevens v. Collard*, 837 P.2d 593, was appealed to the Utah Supreme Court. The Supreme Court accepted certiorari, but entered only one change to the Court of Appeals decision, which change was to require that the trial court take evidence on four rather than two issues to determine whether the alleged changes of circumstances were legally sufficient to reopen the custody issue.

In the second step, having found that a substantial and material change in circumstances justifies a reconsideration of the custody award, the trial court must consider the changes in circumstance along with all other evidence relevant to the welfare of best interests of the child, including the advantage of stability in custody arrangements that will always weigh against changes in the party awarded custody.” *Hogge*, 649 P.2d at 54. Further, “it is appropriate for the trial court to consider the quality of the child’s present custody arrangement, the length of time the child has spent in the present arrangement, and the insecurity and emotional upheaval the child may suffer as a result of any modification in custody.” *Id.* at 55. Also, “the extent to which each contesting parent could care for the child personally is an appropriate consideration for the court.” *Id.* at 56.

## **ARGUMENT**

### **CHANGE OF CIRCUMSTANCES**

It is accurate to state that the evidence / testimony presented to this Court does not “paint a pretty picture”. Neither parent appears to meet the standards that the Court would prefer to be satisfied. The testimony, however, does not demonstrate a substantial change in Renee’s circumstances that has negatively impacted her parenting ability or the functioning of the custodial relationship between Renee and Ariann. Greg has not satisfied his burden of proof.

There is no evidence that Renee is less of a parent to Ariann than when the original custody order was entered by this Court. The evidence demonstrates that Renee long has had financial struggles. She has borrowed money from people. At times, she has repaid those loans and some of those loans remain unpaid. This factual circumstance existed prior to the entry of the custody order and continues to exist subsequent to the entry of the order.

Paragraph 15 of the Order states as follows: “Petitioner has loaned \$5100 to Respondent. The amount loaned to Respondent represents advances in child support and other support for Respondent and the parties’ minor child. Petitioner is entitled to a judgment in the amount of



\$5100, together with interest at the legal rate of 6.99%.” In addition, Renee testified that Greg “often told me I should not have the child because he didn’t feel that I was mature enough or financially stable enough”. Further, Renee testified that during her pregnancy, “financially it was extremely stressful for Greg. He was very intimidated about the fact that I had owed him \$4,000.00 and he wanted me to pay him back ASAP. I was talking with my mother about it and her advice was to just pay him. So I did in the spring. I believe I was about 5 months pregnant I believe when I paid him back.” Renee testified further that Greg complained a lot about her financial incapability. She stated that “Yes. I guess I feel over all, a little bit exhausted by it. Just beaten down and told that I’m horrible financially, I’m horrible. I’m trying to get forward and always move forward in life, especially financially. It’s always a struggle for me and I wish I were better at it than I am.”

Included in Greg’s financial allegations regarding the reasons for change of custody, Greg has alleged that Renee received a substantial inheritance and squandered it away. Clearly, Renee disagrees with the assertion that she squandered the money away. Renee testified that she received \$98,000.00 from her Uncle Joey’s estate, and her brother was entitled to one-half, leaving her \$49,000.00. She, also, received \$43,000.00 from her Uncle Jerry’s estate. The money did not come in a lump sum, it came in pieces. In addition, she was required to spend some of that money in order to collect the additional amounts. Renee testified that she paid at least \$30,000.00 to attorneys for costs and fees involved in the litigation with Greg, she was required to purchase a house full of furniture when she moved from Greg’s home, she had to provide for her daughter without financial support from Greg, plus she shared money with

family, purchased a car for her mother, purchased a computer and paid for many other necessities.

Most importantly, the inheritance was received throughout 2005. Thus, Renee received the funds prior to the entry of the custody order. This cannot be considered as a basis for finding a substantial change of circumstances since entry of the custody order.

Although these financial allegations are not preferable, they do not constitute a material and substantial change of circumstances that has occurred since this Court entered the custodial order.<sup>5</sup>

In this matter, Greg, also, attempts to use Renee's employment situation as a basis for the change in circumstances. The testimony, however, demonstrated that Renee has been doing architectural drafting as long as she has known Greg. Again, both before and after the custody order. Renee testified that she stayed at John Kato's house, a friend for whom she had "designed a project and managed the construction of his house."<sup>6</sup> Subsequent to moving from

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It is interesting to note that Renee testified that a main reason for the move to Salt Lake City was to alleviate the financial difficulties she was having in Moab. She believed that she could earn more money in Salt Lake City and provide a better livelihood for Ariann. These sentiments are reflected in the emails submitted by Greg as trial exhibits, as well as, his testimony. During her testimony, Renee identified recent positive developments in this regard. It is unfortunate that she has suffered from the continued participation and stress of this litigation, which has, and is so apt, to interfere with her economic prospects.

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In his testimony, Greg acknowledged that Renee worked as an architectural draftsman. Further, he admitted that she never worked as a waitress during their relationship. Also, Greg acknowledged that Renee did the project for John Kato and that Greg had retained Renee to do a remodel project for him. He stated that the work was satisfactory.

Greg's home, Renee continued to do small contract jobs as an architectural draftsman. She performed on contracts with many individuals and contractors, including Chuck Henderson.<sup>7</sup> The amount of work, however, sometimes is good and sometimes is not. But, it is what she has done the entire time that she has known Greg.

It is true that Renee has had difficulty obtaining steady, full time work, although she has been unemployed only since November 2008, and currently has architectural drafting work lined up, as well as, a job at a Sushi Restaurant. In addition, much of the difficulty has occurred because of the constant interruptions caused to her employment due to the stress and participation in this litigation and the status of the economy. Certainly, custody should not be removed from a parent due to these complicating factors. Further, Renee's employment status is the same as it was prior to entry of the order awarding custody to Renee. Consequently, her employment situation does not constitute a substantial change of circumstances which has negatively impacted her parenting ability or the custodial relationship between Renee and Ariann.

Greg asserts that the move from Moab to Salt Lake City satisfies the change of circumstances requirement. It simply is not legally or factually sufficient to base a determination to reopen the custody question. First and foremost, to be legally sufficient, the change in circumstances must be subsequent to the custodial order and must not have been within the contemplation of the parties. Although the Findings designate Grand County as

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Pursuant to a subpoena from Greg, Drake Taylor testified. As part of his testimony, he stated that Renee had performed architectural drafting for him.

Ariann's residence, the Findings and Decree clearly contemplate a potential move of one of the parties. Finding No. 27 states that "[i]n the event that either party relocates, U.C.A. §30-3-37 shall apply." Paragraph 20 of the Order states that "[i]n the event that either party relocates, U.C.A. §30-3-37 shall apply."

In addition, during the cross examination of Greg, the following occurred:

Flanders: Mr. Child, you state that you were completely surprised by the idea that Renee would move from Moab. I'm going to show you a document, I haven't marked it as an exhibit but I'm going to ask you if you recognize it and if it's your signature on the next to the last page. May I approach, your Honor?

Judge: You may.

Child: This is a Stipulation that Rose Riley created, in 2005. What do you want me to say?

Flanders: Is that your signature on the next to the last page?

Child: It is my signature yes.

Flanders: And is that your handwriting?

Child: Yes, but you know, this never went anywhere.

As is apparent from the testimony, Greg acknowledged that the Stipulation received as Exhibit #10 at the trial "is a Stipulation that Rose Riley created, in 2005". He, also, acknowledged that the handwriting on the same page was his. The question: "is that your handwriting?" The answer: "Yes, but you know, this never went anywhere." In addition, Greg confirmed that Rose Riley represented him at the time of the drafting of the Stipulation. Greg initially confirmed that the Stipulation contained his signature. Thereafter, Greg attempted to

disavow the document completely and asserted that the handwriting was not his. At the end of his testimony in this regard, Greg stated “that is my signature and that is all I will say.”

On page 13 of the document, just above Greg’s signature, paragraph 42 has been added in handwriting. It states “In the event that either party chooses to relocate that will be considered a substantial change of circumstance for modification purposes.” Greg’s signature is just below this language and includes the hand written notation “with changes GC”. His signature is notarized.

The Stipulation, also, has been signed by Renee. Her signature is on page 14. Her signature is dated January 4, 2006. Her signature page contains no reference to additions to the document, however, on page 3, changes have been made to ¶ 11 regarding the computation and amount of child support. Both Renee and her counsel appear to have initialed the changes to this paragraph. The initials KMR and RG are circled next to the changed paragraph. Renee did not initial the changes to ¶ 42 regarding the reference to a move by a party. Greg’s signature is dated January 24, 2006, which is twenty days after Renee signed the Stipulation. A review of this document, in conjunction with Greg’s testimony, demonstrates that he was fully aware of a potential move by Renee and was attempting to add language to the Stipulation in that regard and Renee did not agree to that addition. That appears to be the reason why Greg testified that “this never went anywhere.”

The potential move from Moab by Renee was contemplated early in these parties’ relationship and, thus, was acknowledged in the Findings and the Order. The evidence demonstrated that Renee is from Chicago and her family currently resides in Chicago. During

her pregnancy, Renee went to Chicago for an extended period and returned only when she determined that it would be best for her soon-to-be-born child to try to remain in close proximity to the child's father. Upon Renee's return to Moab, she moved into Greg's home for only a few months. Further, Renee was in and out during that time period due to the acrimony in the relationship between Renee and Greg. The testimony demonstrated that she lived in Greg's home, then moved into a friend's home, and then moved into a home that she rented.

The parties obtained attorneys when Ariann was approximately five months old. They have been in litigation since early 2005.

The move from Moab clearly was within the contemplation of the parties before entry of the custody order and thus, does not constitute a substantial change of circumstances.

Greg, also, appears to assert that a basis to change custody is the relationship between Renee and Rochelle and the fact that Rochelle has lived with Renee at times. Rochelle is Renee's niece and the daughter of Renee's deceased sister. Rochelle lived with Renee, at times, both before the original custody award and after. Consequently, this is not a factual basis for finding a change of custody.

In addition, Greg failed to provide any evidence that Rochelle's relationship with Renee is not in the best interests of Ariann. Rochelle testified that she had some criminal history up to October 2006. She, also, testified that, since that time, she has become responsible, has turned her life around, has obtained her GED and is attending college. Greg provided no evidence of any adverse impact on Ariann due to the relationship between Renee and Rochelle, or due to the relationship between Ariann and her aunt, Rochelle.

Greg did present some testimony regarding alleged hostile behavior on the part of Ariann.<sup>8</sup> Again, this could not support a finding of a change of circumstances or even that it is in Ariann's best interests for this Court to change custody. It cannot provide such support because the evidence demonstrate that this behavior only occurs when Ariann is with Greg or is in his care. Renee clearly testified that she had not see such behavior. The other witnesses testified that they had seen this behavior when Ariann was in Greg's care.

Greg has not presented evidence sufficient to establish a substantial change of Renee's circumstances that has negatively affected Renee's parenting abilities or the custodial relationship between Renee and Ariann.

### **BEST INTERESTS**

If the Court determines that Greg has proven a substantial change in Renee's circumstances that has affected her parenting ability, which we believe the Court should not so find, then the Court should look to the best interests of Ariann. In doing so, a significant factor to be weighed is the importance of maintaining a long standing custodial relationship.<sup>9</sup>

In this case, Renee always has had custody of Ariann. In fact, Ariann only lived in Greg's home from her birth in August 2004 until November, 2004. At most, three months. Ariann is four and a half (4½) years old. Other than testimony from a few witnesses that Ariann

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<sup>8</sup>

Paula Bowman testified that while Ariann was in Greg's care, she saw a child that gets very frustrated; that kicks, hits and lacks boundaries.

<sup>9</sup>

*Kramer*, 738 P.2d 624, 627 (Utah 1987); *Becker*, 694 P.2d 608, 610 (Utah 1984); *Hogge*, 649 P.2d 51, 54 (Utah 1982).

has exhibited aggressive behavior when in Greg's care, the balance of the testimony is that Ariann is happy, well bonded with her mother, is learning her alphabet, is learning to read, enjoys significant time and activities with her mother and is doing well.

The testimony, also, demonstrated that Ariann enjoys time and activities with her father, is a happy child, but, at times, exhibits violent behavior when in his care.

Yes, right after the move to Salt Lake City, Ariann stayed with Renee for a month at a friend's home while finding a place to live. Then, Ariann and Renee moved into a home where Renee felt they could settle. Renee did work on the home. The Landlord, however, raised the monthly rent from \$700.00 to \$1,400.00. In addition, after Renee obtained roommates to help fill the five bedroom house and to help pay the increased rent, and after the Landlord spoke to Greg and was told about alleged financial misdealing on the part of Renee, the Landlord required that Renee sign a written lease agreement.<sup>10</sup> Not an uncommon thing to do, but unbeknownst to Renee, this lease agreement precluded her from having roommates. Interestingly, the landlord required this written lease agreement knowing that Renee had brought in roommates to assist with the increased rent. This is not a circumstance that demonstrates

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<sup>10</sup>

Greg testified that he never called or contacted Renee's landlords, employers, or others. Renee testified that he had made such contacts and the emails submitted by Greg at trial demonstrated Renee's constant complaints at Greg for making such contacts.

In addition, John Porche, testified on behalf of Greg. John Porche was Renee's landlord. He stated that Greg had contacted him, that Greg had told John that Greg was paying money to Renee for rent and that Renee had done away with a sizable inheritance.



some failure on Renee as a parent. There is no showing that Ariann was harmed or negatively affected.

As a consequence of these events, Renee found a home near the University of Utah to lease with an option to purchase. Renee has two student roommates, who attend massage therapy school and work full time. Renee interviewed these students and checked references prior to allowing them to move in with Renee and Ariann. The students get along well with Ariann and Ariann likes them. Each month, a portion of the rent goes toward the potential purchase of the home. Ariann has her own room, her books, her things, her furniture and her mother.

Ariann, also, has a father who has grown to love her. She enjoys activities with her father. From the testimony, he appears to provide care and nurturing for Ariann. But, there is no evidence that he is able to provide on-going, daily, stable care for Ariann. In fact, there was no testimony as to the manner in which Ariann would receive care when Greg is out of town. As the court is well aware, a great deal of Greg's livelihood requires that he spend significant lengths of time away from home. If Ariann is in school, which she will be starting this fall, Ariann will not be able to accompany her father on these trips. In addition, she would not be able to spend time with her mother because she would miss school. Accordingly, she would be required to be in the care of surrogate providers. This is not in the best interests of Ariann.

In fact, Greg has not presented any evidence regarding the affect a change of custody would have on Ariann.

Greg has not satisfied his burden to provide that it would be in Ariann's best interests to change custody.

This is the very type of litigation and harassment from which the Utah Supreme Court has attempted to protect custodial parents. Greg has contacted Renee's employers, her landlords. He makes allegations about her to many people. Greg has initiated at least eight court proceedings in two years, which, again, cost money and interrupt Renee's employment. Greg has brought this matter before the Court with no new allegations. Nothing has changed that was not contemplated by the parties prior to entry of the original custodial order. The Court should deny the petition to modify custody.

#### **ATTORNEYS FEES**

Finally, Greg has requested that this Court award attorneys fees to him. As this Court is well aware, such an award requires that Greg prove that he has the need for Renee to pay his attorneys fees and that she has the ability to do so. Greg has not satisfied these requirements. In fact, Greg has demonstrated that Renee has a need for him to pay her attorneys fees and that he has the ability to pay. Greg has income and assets from which these fees could be paid. If the Court is so inclined, an affidavit could be submitted in this regard. Renee has not focused on this aspect of the case because the most important issues involve the custody of Ariann.

#### **WHAT IF?**

This Court asked each party to submit an answer to the question: What do I want if I do not get custody? Of course, this is a very difficult question to answer. As stated above, Renee always has had custody. She changed her life to provide for her daughter. She and Ariann are

very close and spend a good deal of time together. That being said, Renee's answer to this question is that she wants what is best for Ariann. She wants her to be able to have a positive life, with loving people around her. She wants her parents to be able to communicate and to behave with regard to, and around, her daughter. Renee believes that it might be helpful for her and Greg to attend the type of parenting classes that are provided for parents who no longer are together. To help them learn how to communicate in a better manner, to help them learn how to share the wondrous benefit of having this beautiful daughter.

In terms of parent time, Renee believes that Ariann would benefit from a relationship with both parents, but that Ariann should not be moving out of her primary environment so often. So, if Greg gets custody, Renee would ask for as much time as possible, but no more than Ariann can handle. Renee believes this to be no more than every other weekend, as long as the parties remain as far apart geographically, unless Renee travels to Moab. If Renee travels to Moab, she and Ariann should be able to spend time together. Of course, holidays should be shared, summers should be shared. In addition, for Ariann's sake, virtual parent time should be established on a regular basis (which virtual parent time has been suggested to Greg, as well). Virtual parent time and telephone communication should be uninhibited and uncensored. The parties should share any and all information about Ariann and that has any effect on Ariann. The parties should continue to have joint legal custody. Both parties should be able to participate in Ariann's school, sports, religious, or other activities. Both parties should be involved in Ariann's medical care. Finally, each party should be entitled to ensure that Ariann has time with the family of the other party, so that Ariann continues to have this benefit.

## **CONCLUSION**

At first glance, this appears to be a difficult case. Since when is a custody or change of custody case not difficult? Although we do not have dangerous or completely lacking individuals as parents in this matter, each party has strengths and weaknesses, as is only human. The law, however, mandates that this Court first find a substantial change in Renee's circumstances that is material, in that the substantial change negatively impacts Renee's parenting ability or the existing custodial relationship between Renee and Ariann. Further, Greg is subject to a strong, threshold burden of proof to satisfy this requirement.

In this case, Greg has not demonstrated facts occurring subsequent to the entry of the custody order that satisfy the substantial change of circumstances requirement. Greg has not produced any evidence that Renee's parenting abilities have suffered or that the custodial relationship between Renee and Ariann has suffered.

In addition, even if the Court finds that there has been a substantial change of circumstances sufficient to justify reopening the custody question, Ariann's best interests do not support a change of custody. Ariann has been in Renee's custody for her entire life. She has not lived with Greg since she was approximately three months old. She is very close and bonded with her mother. She enjoys her father and their activities. Ariann appears to have exhibited hostile behavior when in Greg's care. Further, Greg has not provided evidence of how he would provide and care for Ariann when he is out of town, which is the manner in which he earns most of his livelihood. When Ariann is in school, she could not leave the area to be with her father, or to be with her mother. Ariann would be forced to be in surrogate care.


Consequently, the best interests analysis does not support a change in custody.

Greg has not met his burden to demonstrate that this Court should change custody. This type of litigation and harassment is the very type from which the Utah Supreme Court has attempted to protect custodial parents. The petition to modify custody should be denied and custody should remain with Renee.

The Respondent, Renee Globis, respectfully thanks the Court for its consideration of this matter.

DATED this 13<sup>th</sup> day of March, 2009.

LEWIS, HANSEN, WALDO,  
PLESHE & FLANDERS

  
Brenda L. Flanders  
Attorney for Renee Globis

#### CERTIFICATE OF SERVICE

I hereby certify that on the 13<sup>th</sup> day of March, 2009, I served the forgoing Respondent's Closing Argument on the following, by depositing copies thereof in the United States mail, postage prepaid, addressed as follows:

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