

1990

# Joan E. Schafer v. Nathan C. Schafer : Brief of Appellant

Utah Court of Appeals

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Joan E. Schafer; Appellee Pro Se.

Mary C. Corporon; Corporon & Williams; Attorney for Appellant.

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IN THE UTAH COURT OF APPEALS

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JOAN E. SCHAFFER,

Plaintiff/Appellee,

BRIEF OF APPELLANT

-vs-

Case No. 900002-CA

NATHAN C. SCHAFFER,

Priority Classification 14b

Defendant/Appellant.

---

BRIEF OF APPELLANT

---

AN APPEAL FROM THE FINAL JUDGMENT AND ORDERED ENTERED  
IN THE THIRD JUDICIAL DISTRICT COURT, IN AND FOR SALT  
LAKE COUNTY, STATE OF UTAH, IN THE FORM OF AN AMENDED  
DECREE OF DIVORCE, ON OR ABOUT OCTOBER 27, 1989, THE  
HONORABLE JOHN A. ROKICH, JUDGE PRESIDING.

---

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---

IN THE UTAH COURT OF APPEALS

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JOAN E. SCHAFER,

Plaintiff/Appellee,

BRIEF OF APPELLANT

-vs-

Case No. 900002-CA

NATHAN C. SCHAFER,

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Defendant/Appellant.

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### ARGUMENT

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IN THE UTAH COURT OF APPEALS

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JOAN E. SCHAFER,

Plaintiff/Appellee,

-vs-

NATHAN C. SCHAFER,

Defendant/Appellant.

BRIEF OF APPELLANT

Case No. 900002-CA

Priority Classification 14b

---

COMES NOW THE DEFENDANT/APPELLANT to the above-captioned matter, Nathan C. Schafer, (hereinafter "defendant" or "husband") by and through his counsel of record, Mary C. Corporon, and hereby submits the following as his *Brief of Appellant* in the above-referenced appeal:

**JURISDICTION**

Jurisdiction is conferred upon the Utah Court of Appeals in this matter pursuant to Utah Code Annotated, Section 78-2a-3(2)(h) (1953, as amended).

**NATURE OF PROCEEDINGS**

This is an appeal from the final judgment and order entered by the trial court herein, consisting of an *Amended Decree of Divorce*, on or about October 27, 1989. On December 26, 1989, at the request of plaintiff's counsel, an *Order Extending the Time for Appeal*, extending the time for appeal to December 26, 1989, was signed and entered by the judge of the trial court. On December 26, 1989 defendant filed his *Notice of Appeal* herein

with the Third Judicial District Court.

**STATEMENT OF THE ISSUES PRESENTED FOR REVIEW**

The issues presented for review in the above-captioned appeal are as follows:

1. Did the lower court err in granting plaintiff an award of attorney's fees in the sum of Ten Thousand Dollars (\$10,000.00)?

2. Did the lower court err in awarding plaintiff permanent alimony?

**DETERMINATIVE CONSTITUTIONAL PROVISIONS, STATUTES AND RULES**

There are no case law authorities, statutory authorities or constitutional provisions believed by defendant to be wholly dispositive of the issues on appeal herein.

**STATEMENT OF THE FACTS**

1. This is a divorce proceeding.

2. The parties hereto were divorced by a *Decree of Divorce* entered in the Third Judicial District Court in and for Salt Lake County, State of Utah on or about January 5, 1989, a true and correct copy of which decree is attached hereto as *Appendix A*. The *Decree of Divorce* dissolved the bonds of matrimony between the parties and reserved all other issues for disposition at trial.

3. The matter came on for trial before the lower court on July 13, 14 and 17, 1989, the Honorable John A. Rokich, Judge presiding.

4. Subsequent to the final trial in this matter, an *Amended Decree of Divorce* was entered by the trial court on or about October 27, 1989. True and correct copies of the *Amended Findings of Fact and Conclusions of Law* and *Amended Decree of Divorce* are attached hereto as *Appendix B* and *Appendix C*, respectively.

5. Pursuant to the *Amended Decree of Divorce*, the plaintiff/appellee (hereinafter "plaintiff" or "wife") was awarded a judgment against the defendant in the sum of Ten Thousand Dollars (\$10,000.00) representing a portion of plaintiff's court costs and attorney's fees. The wife was awarded permanent alimony, terminating only upon the death of either of the parties or the remarriage or cohabitation of the wife. Finally, the wife was awarded various items of marital property.

6. The lower court extended the time period in which an appeal could be filed herein to December 26, 1989. On December 26, 1989, in response to the appeal by the wife, the husband timely filed his *Notice of Appeal* herein.

7. The wife's appeal herein has subsequently been dismissed, due to her failure to prosecute the appeal.

#### SUMMARY OF THE ARGUMENT

The lower court erred in granting the wife a judgment for Ten Thousand Dollars (\$10,000.00) in court costs and attorney's fees. The award was extreme and outrageous under the

circumstances and not supported by the court's own findings of fact herein.

The lower court erred in awarding the wife permanent alimony for reason that the marriage of the parties was the second marriage of the wife, was of relatively short duration, and the wife made no particular sacrifices to contribute to the income and assets of the parties. The award of permanent alimony is expressly not supported by the court's own findings of fact.

The lower court's determinations with regard to the issues of attorney's fees and permanent alimony were plain error.

#### ARGUMENT

##### **POINT I: THE LOWER COURT ERRED IN AWARDING ATTORNEY'S FEES TO THE WIFE IN THE SUM OF \$10,000.00.**

The issues presented to the trial court by this litigation were, from the inception of this case, relatively simple issues.

The trial court found:

The fees incurred herein were much higher than those usually charged in a case of this type. This was not a complex case, but for the animosity of the parties. This case did not present new and novel issues that have not already been addressed by the courts. (See Appendix B, paragraph 45.)

This was a divorce proceeding. The parties have two minor children and the issues of custody and visitation were stipulated at trial. (See Appendix C, paragraphs 1 and 2.) The husband was ordered to pay child support to the wife in accordance with the uniform child support guidelines. (See Appendix C, paragraph 3.) Routine orders regarding maintenance of health and life insurance



by the husband for the benefit of the children were included in the final order of the court. (See Appendix C, paragraphs 5 and 6.) Each party was awarded his or her own personal effects, jewelry, clothing and belongings, and the parties' previous division of their household goods was confirmed. (See Appendix C, paragraphs 7 and 8.) The husband was employed as a medical doctor in two wage-earning positions, one with the Veterans Administration Hospital and one with the University of Utah Medical Center. (See Appendix B, paragraph 14.) The wife was not employed at the time of trial. The remaining issues presented for consideration had to do with the filing of a joint tax return, the disposition of a diamond ring, the disposition of retirement accounts held through the husband's employment with the University of Utah and the United States government, the disposition of two motor vehicles, the disposition of four cash savings accounts (Merrill Lynch, Keystone, Tracy Collins Bank and University of Utah Credit Union), alimony, and allocation of a possible deficiency judgment against the parties by reason of foreclosure upon their home. (See Appendix C, paragraphs 10, 11, 12, 13, 14 and 15, 16, and 17, respectively.) Absolutely no novel or difficult issues of any kind were presented in this domestic relations matter.

The trial court expressly found that the plaintiff's attorney's fees of Twenty-Nine Thousand Dollars (\$29,000.00) were due to the fact ". . . that the demands made upon her counsel

were not necessary." (See *Appendix B*, paragraph 45.) As against the parties' relatively modest and simple estate, plaintiff's counsel proffered an attorney's fee of Twenty-Nine Thousand Dollars (\$29,000.00) and the court awarded a judgment of Ten Thousand Dollars (\$10,000.00) against defendant. A true and correct copy of the itemized accounting of plaintiff's attorney's fees admitted as a trial exhibit is attached hereto as *Appendix D*. This attorney's fee award is extreme and outrageous under the circumstances and is wholly unsupported by the nature of this litigation, the complexity of this litigation or the results achieved for the wife in the litigation.

Moreover, the attorney's fee award of the lower court fails to take into account the equitable effect of plaintiff's failure to accept a pre-trial settlement offered by defendant in the summer of 1988, which would have granted to plaintiff all or virtually all of the property awards received at trial well in advance of the expenditure of Twenty-Nine Thousand Dollars (\$29,000.00) in attorney's fees by plaintiff. A copy of this settlement proposal was proffered by defendant as an exhibit at the trial of this matter, a true and correct copy of which proposal is attached hereto as *Appendix E*. The trial court wrongfully refused to consider the effect of the plaintiff's failure to accept a reasonable settlement proposal over one year prior to the entry of the Decree of Divorce herein. Since it is the plaintiff who unreasonably refused to settle this case on

terms and conditions ultimately accepted by the trial court, that settlement proposal should be considered in the nature of an offer of judgment and the trial court should not have awarded attorney's fees to the wife.

Under the circumstances, the award of Ten Thousand Dollars (\$10,000.00) in attorney's fees herein is plain error and the matter should be remanded for entry of an order that each party pay and assume his or her own court costs and attorney's fees.

**POINT II: THE TRIAL COURT ERRED IN AWARDING THE WIFE  
PERMANENT ALIMONY.**

The parties to this action were married July 27, 1979. They were divorced January 5, 1989, this divorce action having been filed in the summer of 1988. (See *Appendix B*, paragraph 2.) The parties' marriage, from start to separation, lasted less than nine years.

The parties had two children during their marriage. (See *Appendix B*, paragraph 3.)

At the time of trial herein, the wife was not employed outside the home, but was attending school full-time as a student at the University of Utah. She anticipated graduating in late 1990 or early 1991 with a Bachelor's degree. (See *Appendix B*, paragraph 12.) At the time of trial, the wife's own expert testified that she was capable of obtaining employment in the State of Utah with her then-current job skills and experience at an income of Eighteen Thousand Dollars (\$18,000.00) per year.

(See *Appendix B*, paragraph 13.)

At the time of the trial herein, the husband was employed as a medical doctor at the University of Utah Medical Center and at the Veterans Administration Hospital at a total gross monthly income for both jobs of Seven Thousand Five Hundred Sixty Dollars (\$7,560.00). (See *Appendix B*, paragraph 14.)

At the time of trial herein, the wife was 40 years of age and the husband was 37 years of age. The wife had been previously married and had a sixteen year old daughter by that previous marriage. At the time of the trial herein, the wife was entitled to receive Two Hundred Forty Dollars (\$240.00) per month as child support for her teenage daughter. During her marriage to defendant, the wife had never petitioned any court to increase the child support owing for her teenaged child. (See *Appendix B*, paragraph 15.) From November of 1979 until the separation of the parties in May of 1988 the husband supported this child of the wife's previous marriage, with the exception of the nominal support received from her first husband. (See *Appendix B*, paragraph 30.)

At the time the parties hereto were married, in July 1979, the husband had already graduated from medical school and was already a medical doctor. (See *Appendix B*, paragraph 16.) The wife did nothing whatsoever to assist defendant in obtaining his professional degree. On the other hand, during this marriage, the wife attended colleges or universities in Ohio and in Utah

and, as of the end of the 1988 Winter quarter, the wife had completed or been given transfer credits for 115 quarter hours toward a degree at the University of Utah. (See *Appendix B*, paragraphs 22 and 27.)

During the parties' marriage, the parties' children were regularly in day care and the wife had the services of a maid or housekeeper off and on to assist her with housework in the marital home. (See *Appendix B*, paragraphs 28 and 29.)

Most significantly, the trial court found, with regard to the wife's circumstances during the marriage, as follows:

The plaintiff only worked for a short period of time during the parties' marriage. During the parties' marriage the plaintiff had the opportunity to continue her college education and to enjoy other social and educational experiences as she saw fit. The plaintiff did not make any sacrifices or contribution for any substantial period which increased the earning capacity of the defendant. However, the Court has taken into account the fact that, as a mother, the plaintiff did contribute to the family relationship of the parties. Plaintiff did not suffer from a disparity in earning capacity as a result of the marriage; in fact, she had the opportunity to enhance her earning capacity by education during the marriage. Defendant provided the funds to pay for day care and babysitters and for household assistance so that plaintiff could take advantage of furthering her career goals. The assets of the marital estate were acquired primarily from defendant's income. The assets consisted, at the time of trial, of two motor vehicles, personal effects, minimal furniture and cash and securities having a value of Thirty-Four Thousand Two Hundred Fifty-Eight Dollars (\$34,258.00). This marital estate was accumulated solely by defendant's earnings, which averaged approximately Ninety Thousand Three Hundred Sixty-Four Dollars (\$93,364.00) [sic] per year for the four years immediately prior to the trial. This case is not an appropriate case for equitable restitution. At the time of the marriage the defendant was well on

his way to earning substantial sums of money. Defendant's earning capacity has not been attained by significant efforts and sacrifices on the part of the plaintiff which were detrimental to her development. The Court should not make an award of equitable restitution herein. (See *Appendix B*, paragraph 44.)

Nonetheless, the trial court has awarded the wife permanent alimony in the sum of Six Hundred Fifty Dollars (\$650.00) per month, ceasing only upon her death, remarriage or cohabitation or the death of the husband. (See *Appendix C*, paragraph 16.)

In essence, for a marriage of less than nine years actual duration, which was the wife's second marriage lasting from her 31st year to her 40th year, for which she made no particular sacrifice and to which she made no particular financial contribution and from which she in fact received numerous financial, educational and social benefits, the wife has received a permanent monthly income of Six Hundred Fifty Dollars (\$650.00).

Under the circumstances of the instant case, the award of permanent alimony herein is grossly unjust. The trial court ordered that the defendant pay plaintiff substantial temporary child support and alimony, virtually from the date of the parties' separation until the *Amended Decree of Divorce*, at which point the permanent award of alimony appealed from herein was made. An appropriate award of alimony would have been three years from the date of the parties' separation, or through May of 1991. By the lower court's own finding, this would give the plaintiff substantial financial assistance during a period of

time when she could complete her Bachelor's degree and still provide support for a period of several months beyond the time she anticipated receiving her Bachelor's degree. Such an award would also give the plaintiff alimony until such time as the parties' youngest child is six years of age and about to commence first grade. Such an award of alimony would give the plaintiff significant financial support for a period of time in excess of one-third the total duration of the parties' marriage.

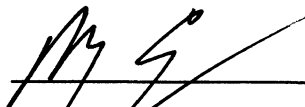
Under the circumstances and given the specific findings of the trial court, it is reasonable, just and proper that this matter be remanded to eliminate the permanent award of alimony to plaintiff and to terminate the alimony effective June 1991.

#### CONCLUSION

FOR THE FOREGOING REASONS the determinations of the lower court as to an award of attorney's fees and as to an award of permanent alimony should be reversed. The matter should be remanded to eliminate the judgment for attorney's fees herein such that each party is ordered to pay and assume his or her own court costs and attorney's fees. Further, the matter should be remanded for entry of a judgment and order that the alimony awarded to plaintiff terminate effective June 1991.

RESPECTFULLY SUBMITTED THIS 9th day of October, 1990.

CORPORON & WILLIAMS

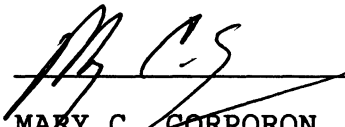
  
\_\_\_\_\_  
MARY C. CORPORON  
Attorney for Defendant/Appellant

CERTIFICATE OF MAILING

I HEREBY CERTIFY that I am employed in the offices of Corporon & Williams, attorneys for the defendant herein, and that I caused the foregoing Brief of Appellant to be served upon plaintiff by placing four true and correct copies of the same in an envelope addressed to:

JOAN E. DONATO  
Appellee Pro Se  
1201 East University Village  
Salt Lake City, Utah 84112

and depositing the same in the United States mail at Salt Lake City, first class postage pre-paid thereon, on the 10 day of October, 1990.

  
\_\_\_\_\_  
MARY C. CORPORON  
Attorney for Defendant/Appellant



## **APPENDIX A**

FILED DISTRICT COURT  
Third Judicial District

MARY C. CORPORON 734  
Attorney for Defendant  
CORPORON & WILLIAM  
Suite 1100 - Boston Building  
#9 Exchange Place  
Salt Lake City, Utah 84111  
(801) 328-1162

JAN 5 1989

By K. Lane Jones  
SALT LAKE COUNTY  
Deputy Clerk

---

IN THE THIRD JUDICIAL DISTRICT COURT,  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH.

---

JOAN E. SCHAFER,

Plaintiff,

-vs-

NATHAN C. SCHAFER,

Defendant.

DECREE OF DIVORCE

Civil No. 884202670DA

Judge John A. Rokich

---

THE ABOVE-CAPTIONED MATTER having come on for hearing before the above-entitled court on Thursday, the 5th day of January, 1989, the Honorable John A. Rokich, Judge presiding, plaintiff being present in person and through her counsel, and defendant being present in person and through his counsel of record, Mary C. Corporon, more than 90 days having elapsed since the filing of the Complaint in this action and the Court having previously signed and entered an Order Granting Motion for Bifurcated Trial, the Court proceeded to hear the sworn testimony of the parties; based thereon, and good cause appearing therefor, the Court having heretofore made and entered its Findings of Fact and Conclusions of Law, now, therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Plaintiff and defendant are each hereby granted a Decree

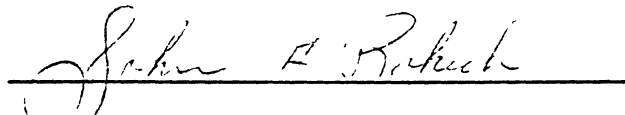
of Divorce from the other, dissolving the bonds of matrimony heretofore existing between the parties, the same to become final and effective immediately upon being signed by the Judge and entered by the clerk in the register of actions.

2. All remaining outstanding issues in this matter are reserved for further trial in this case.

3. Until the trial of the reserved issues in this matter, the temporary order previously entered by this Court shall remain in full force and effect.

DATED THIS 5 day of January, 1989.

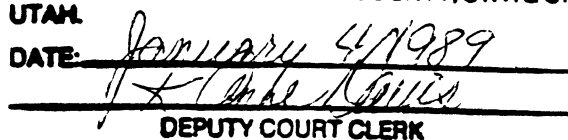
BY THE COURT



JOHN A. ROKICH  
District Court Judge

I CERTIFY THAT THIS IS A TRUE COPY OF AN  
ORIGINAL DOCUMENT ON FILE IN THE THIRD  
DISTRICT COURT, SALT LAKE COUNTY, STATE OF  
UTAH.

DATE:

January 4, 1989  
  
DEPUTY COURT CLERK

CERTIFICATE OF HAND-DELIVERY

I HEREBY CERTIFY that I am employed in the offices of Corporon & Williams, attorneys for the defendant herein, and that I caused the foregoing proposed Decree of Divorce to be served upon plaintiff by hand-delivering a true and correct copy of the same to:

JULIE E. BRYAN  
DAVID S. DOLOWITZ  
Attorneys for Plaintiff  
525 East 100 South  
Fifth Floor  
Salt Lake City, Utah

on the 5th day of January, 1989.

  
Secretary

## **APPENDIX B**

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Attorney for Defendant  
CORPORON & WILLIAMS  
Suite 1100 - Boston Building  
#9 Exchange Place  
Salt Lake City, Utah 84111  
(801) 328-1162

---

IN THE THIRD JUDICIAL DISTRICT COURT,  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH.

---

JOAN E. SCHAFER,  
Plaintiff,

AMENDED FINDINGS OF FACT  
AND CONCLUSIONS OF LAW

-vs-

Civil No. 884902670DA

NATHAN C. SCHAFER,  
Defendant.

Judge John A. Rokich

---

THE ABOVE-CAPTIONED MATTER having come on for trial before the above-entitled court on the 13th, 14th and 17th days of July, 1989, the Honorable John A. Rokich, Judge presiding, plaintiff being present in person and through her counsel of record, David S. Dolowitz, and the defendant being present in person and through his counsel of record, Mary C. Corporon, the Court having proceeded to hear the sworn testimony of the parties and their witnesses, having received the exhibits of the parties and having heard the arguments of counsel and having reviewed the file and the pleadings contained therein, the Court being fully advised in the premises and more than 90 days having elapsed since the filing of the Complaint for Divorce in this action, and good cause appearing therefor, the Court now makes and enters the following:

### FINDINGS OF FACT

1. At the time of the trial both plaintiff and defendant were residents of Salt Lake County, State of Utah, and had been so for a period of three months or more immediately prior to the filing of the Complaint in this action.

2. The parties to this action were previously husband and wife, having been married on July 27, 1979 in Slippery Rock, Pennsylvania and having been divorced by a Decree of Divorce entered herein on or about January 5, 1989. The Decree of Divorce reserved all issues remaining as between the parties, with the exception of the entry of the divorce itself.

3. The parties to this action are the parents of two minor children, namely: Zachary, born April 27, 1983; and Lillian, born June 19, 1985. Plaintiff is a fit and proper person to be awarded the permanent care, custody and control of the minor children of the parties, subject to defendant's reasonable and liberal rights of visitation.

4. Defendant's rights of visitation with the minor children should include the following:

a. Every other weekend, from Friday evening until Sunday evening;

b. One day in the middle of each week;

c. Alternate state and federal holidays;

d. An extended period of time, up to four weeks each summer;

e. Plaintiff should have the children with her on Mother's Day and her birthday, each year, and defendant should have Father's Day and his birthday with the children each year,

irrespective of any other portion of this visitation schedule;

f. Defendant should have reasonable and liberal telephone access to the minor children of the parties;

g. Defendant should be granted access, at all times, to the children's educational and health care records.

5. Defendant should be ordered to exercise visitation with the minor children of the parties, based upon the stipulation of the parties to such an order.

6. Defendant should be ordered to pay child support to the plaintiff, for the support and maintenance of the minor children of the parties, pursuant to his child support guideline worksheet submitted to the Court at the time of trial and designated as "Defendant's Exhibit 1." Specifically, said support should be in the total amount of Five Hundred Ninety-One Dollars (\$591.50) per month, per child, for a total of One Thousand One Hundred Eighty-Three Dollars (\$1,183.00) per month, as and for child support, said support to continue until such time as the minor children achieve the age of 18 years or graduate from high school in the normal course of their high school educations, whichever event occurs later. Said child support should be payable through the clerk of this Court. Further, said child support should abate by 50% during any period of time in which the defendant has the actual physical care, custody and control of the minor children for 25 or more consecutive days.

7. If the defendant falls thirty (30) or more days in arrears in his child support obligation, the plaintiff should be entitled to mandatory income withholding relief, pursuant to Utah Code Annotated, Section 62A-11-401, et. seq. (Supp. 1988).



8. Defendant should be ordered to maintain health and accident insurance coverage for the benefit of the minor children of the parties as such is available through his employment, until each child has attained the age of 18 years or graduated from high school, whichever last occurs. The parties should be ordered to share equally in payment of any non-routine medical and dental expenses incurred for the benefit of the minor children which are not covered by defendant's policy of health and accident insurance. The plaintiff should be ordered to pay and assume all routine medical and dental expenses incurred for the benefit of the minor children and should hold the defendant harmless thereon.

9. Defendant should be ordered to maintain a policy of life insurance on his own life, having a minimum benefit payable on death of Three Hundred Thousand Dollars (\$300,000.00), naming the minor children as the sole primary beneficiaries thereof, said insurance to continue until the children achieve the age of 18 years or graduate from high school in the normal course of their education, whichever event occurs later. Defendant should be awarded the cash surrender value of any life insurance policies he presently owns, as his sole and separate property.

10. During the course of their marriage the parties have acquired certain items of personal effects, jewelry, clothing and belongings. Each party should be awarded his or her own such items of personalty.

11. During the course of their marriage the parties have acquired various items of furniture, fixtures, appliances and household goods, which items have been previously divided by the

parties and which division should be confirmed in each, with each party to be awarded all such items presently in his or her own possession.

12. At the time of trial herein, plaintiff was not employed outside the home and was attending school full-time as a student at the University of Utah. At the time of trial herein, plaintiff anticipated she would graduate in late 1990 or early 1991 with a Bachelor's degree.

13. Plaintiff's expert at trial, Dr. Steve Reynolds, an economist, testified that plaintiff is capable of obtaining employment in the State of Utah with her current job skills and experience at an income of Eighteen Thousand Dollars (\$18,000.00) per year. Based upon this testimony, the Court attributes an income-earning capability to the plaintiff, for purposes of calculating alimony, in the sum of Eighteen Thousand Dollars (\$18,000.00) per year.

14. At the time of trial herein defendant was employed as a medical doctor at the University of Utah and at the United States Veterans Administration Hospital, both in Salt Lake City, Utah, at a total gross monthly income of Seven Thousand Five Hundred Sixty Dollars (\$7,560.00) per month for both jobs.

15. At the time of trial herein, plaintiff was 40 years of age and defendant was 37 years of age. Plaintiff was previously married, prior to the time she became married to the defendant in this action, and had one child by that marriage, a minor daughter, who was 16 years of age at the time of trial herein. At the time of the trial herein, plaintiff was entitled to receive the sum of Two Hundred Forty Dollars (\$240.00) per month

as and for support for her daughter. As of the time of trial herein, plaintiff had never petitioned any court to increase the child support obligation owing for her child by her former husband.

16. At the time the parties to this action were married, in July 1979, defendant had already graduated from medical school and was already a medical doctor, having completed his M.D. degree in May 1979.

17. At the time of the parties' marriage the plaintiff was employed by Huron Road Hospital, as an administrative assistant, at an annual salary of approximately Thirteen Thousand Dollars (\$13,000.00). As of the date of the parties' marriage, plaintiff had completed some course work toward a degree from a college or university at several institutions, but had not obtained a degree from a college or university.

18. At the time of the parties' marriage, plaintiff was the fee title holder of certain real property, consisting of a single-family dwelling in Cleveland, Ohio, subject to a first mortgage obligation on that property and subject to a lien thereon in favor of her former husband.

19. Immediately upon the parties' marriage, the defendant moved to Akron, Ohio to complete an internship at Akron City Hospital from July 1979 through June 1980. During the defendant's internship at Akron City Hospital, plaintiff resided in her home in Cleveland, Ohio, until November 1979, and then moved to Akron, Ohio to reside with the defendant, thus terminating her employment with the Huron Road Hospital in Cleveland, Ohio.

20. After defendant completed his internship at the Akron City Hospital he completed his residency at the Akron Community Hospital in Akron, Ohio. During the years of the parties' marriage when defendant completed his internship and/or residency in Akron, Ohio, the parties resided in Akron, Ohio, Hudson, Ohio and Stowe, Ohio, all suburbs of the Akron, Ohio area. Each residential move within the Akron, Ohio area, from Akron to Hudson, and from Hudson to Stowe, was made based upon a mutual agreement between the parties and because the parties were seeking better living accommodations within the Akron, Ohio area.

21. Defendant became board certified in 1984.

22. Plaintiff attended college in Ohio off and on from 1980 through 1983.

23. Plaintiff and defendant moved from Stowe, Ohio to Salt Lake City, Utah, in 1983 to enable defendant to accept employment in Salt Lake City, Utah.

24. The parties moved from Salt Lake City, Utah to Pittsburgh, Pennsylvania to enable defendant to accept employment. The parties resided in Pittsburgh, Pennsylvania for approximately one year, from 1986 to 1987.

25. In 1987, the parties returned from Pittsburgh to Salt Lake City, Utah to enable defendant to accept employment at the University of Utah and VA Hospital in Salt Lake City.

26. Plaintiff consented to the moves from Ohio to Salt Lake City, from Salt Lake City to Pittsburgh, Pennsylvania and from Pittsburgh to Salt Lake City.

27. Plaintiff continued to attend college off and on, on both occasions when she resided in Salt Lake City. As of the end

of winter quarter, 1988, plaintiff had completed or had been given transfer credits for 115 quarter hours toward her degree at the University of Utah.

28. The minor child of the parties, Zachary, was in day care on a regular basis from age six months on, with the exception of the period of time when the parties resided in Pittsburgh, Pennsylvania. The minor child of the parties, Lillian, was in day care on a regular basis from age one year on.

29. During the course of their marriage the parties have retained services of a maid or housekeeper off and on to assist the plaintiff with housework in the parties' home.

30. From the time defendant ceased her employment with the Huron Road Hospital in Cleveland, Ohio in November 1979 until the separation of the parties in May 1988, defendant supported the plaintiff's minor child from a previous marriage, with the exception of the Two Hundred Forty Dollars (\$240.00) plaintiff received for the support of said child from the child's natural father.

31. From the date the plaintiff terminated her employment with the Huron Road Hospital in Cleveland, Ohio in November 1979, until 1982, defendant paid the mortgage, real property taxes and insurance on the plaintiff's residence in Cleveland, Ohio, with the exception of a period of approximately one year, during which the parties received sporadic rent payments from tenants for a portion of the expenses of that property.

32. In 1982 plaintiff sold her former marital residence in Cleveland, Ohio. The parties' testimony differed as to the amount of net proceeds received from the sale of that property

after satisfaction of the outstanding mortgage indebtedness and the lien obligation owing thereon to plaintiff's former husband. Plaintiff testified that she received net proceeds of approximately Seventeen Thousand Dollars (\$17,000.00) from the sale of the real property and defendant testified that plaintiff received approximately Eleven Thousand Dollars (\$11,000.00) net proceeds from that sale. The Court finds that the determination of the exact amount of net proceeds received from the sale of the Cleveland, Ohio property is not material to determination of this case. The net proceeds from the sale of the plaintiff's property in Cleveland, Ohio were placed in a joint savings account in the names of both parties.

33. In 1982, from the joint savings account of the parties, the defendant purchased a Porsche automobile, which was titled solely and exclusively in the name of the defendant, and which defendant owned and drove as his motor vehicle, for approximately one year. Thereafter, defendant sold this automobile at a profit, and all of the proceeds of that sale, including the profit, were placed back into the joint savings account of the parties.

34. In 1983, upon moving to Salt Lake City, Utah, the parties purchased a residence in Salt Lake County, hereinafter described as the "marital residence." This property was acquired by the parties for a purchase price of One Hundred Sixty-Nine Thousand Dollars (\$169,000.00). The parties made a down payment on this marital residence of Seventeen Thousand Dollars (\$17,000.00) and financed the balance, of One Hundred Fifty-Two Thousand Dollars (\$152,000.00), pursuant to a variable rate

mortgage. The title to the marital residence was held jointly in the names of both parties. The source of funds for the down payment on the marital residence was Ten Thousand Dollars (\$10,000.00) from defendant's bonus from Akron City Hospital and Seven Thousand Dollars (\$7,000.00) from the joint savings account of the parties. The last monthly payment obligation which the parties owed to the mortgage holder on the marital residence was in the approximately sum of One Thousand Five Hundred Dollars (\$1,500.00), including principal, interest, taxes and insurance. The parties ceased making monthly payments on the marital residence in the summer of 1988, and the property was foreclosed upon and sold pursuant to a trustee's sale in June 1989. As of the date of trial herein, the property had been lost to foreclosure. As of the date when the parties ceased making the monthly mortgage payments on the property, the property had a "negative value" to the parties, in that the outstanding mortgage obligation and costs of sale exceeded the fair market value of the property by reason of declining market values in Salt Lake County from 1983 through 1988. All of the parties' investment in the marital residence had been lost by reason of the declining market value at the time of the parties' separation. The sole source of payments made on the marital residence from 1983 through 1988 was the income of the defendant.

35. The parties received a tax rebate from the State of Utah in October 1988 in the approximate sum of Five Hundred Dollars (\$500.00), representing a rebate on their Utah State Income Taxes for 1988. The plaintiff endorsed this check and cashed it. This distribution of these funds to the plaintiff

should be affirmed and plaintiff should be awarded the 1988 tax rebate of the parties as her sole and separate property, free and clear of any interest of the defendant.

36. Plaintiff and defendant stipulated at the time of trial herein that the parties should file joint state and federal income tax returns for the tax year 1988, with defendant to be solely responsible for any tax liability incurred by reason of the filing of the joint returns and with the parties to share equally in any refunds if any are to be received. Based upon this stipulation, this Court should order that the parties cooperate in the filing of joint 1988 federal and state income tax returns. The parties should be ordered to share equally in any refund received by reason of that joint income tax filing. The defendant should be ordered to pay and assume and hold plaintiff harmless on any income tax liability incurred by reason of the joint filings. In the event that the University of Utah should seek a refund of a PEL grant and/or any financial assistance granted to plaintiff during the 1988/1989 academic year by reason of plaintiff's separation from defendant and by reason of this filing of a joint tax return for 1988, then defendant should be ordered to make any refund to the University of Utah so requested by the University of Utah and should be ordered to hold the plaintiff harmless thereon.

37. During the course of the parties' marriage the plaintiff has acquired an interest in a diamond ring which the plaintiff insured at a value of Ten Thousand Eight Hundred Seventy-Five Dollars (\$10,875.00). The Court places the value of this ring at Ten Thousand Eight Hundred Seventy-Five Dollars



(\$10,875.00). The diamond ring should be awarded to plaintiff, free and clear of any interest of the defendant.

38. During the course of the parties' marriage the defendant has acquired an interest in certain retirement accounts through the University of Utah in the TIAA/CREF retirement plan and through the United States Government through his employment with the United States Veteran Administration Hospital. Both these retirement accounts should be divided equally between the parties, according to the Woodward formula, one-half to each, and the appropriate allocations orders should issue from this Court distributing these retirement accounts accordingly.

39. During the course of their marriage, the parties acquired an interest in certain motor vehicles, including a 1983 Subaru GL10 and a 1985 Volkswagen Jetta. The Subaru should be awarded to the plaintiff, free and clear of any interest of the defendant. The Jetta should be awarded to the defendant, free and clear of any interest of the plaintiff. Neither motor vehicle is encumbered by any obligation. The motor vehicle awarded to the plaintiff has an approximate fair market value of One Thousand Five Hundred Dollars (\$1,500.00) and the motor vehicle awarded to the defendant has an approximate fair market value of Three Thousand Dollars (\$3,000.00).

40. During the course of their marriage the parties acquired an interest in various savings and investment accounts, including accounts at Merrill Lynch and Keystone. The Court finds that at the time of filing of the Complaint for Divorce herein, the Merrill Lynch account had a value of Thirty-One Thousand One Hundred Ninety-Three Dollars (\$31,193.00), less

withdrawals of Two Thousand Two Hundred Fifty-Three Dollars (\$2,253.00) and Three Thousand Dollars (\$3,000.00) to pay debts and attorney's fees. At the time of the filing of the Complaint for Divorce herein the Keystone account had a value of Nine Thousand Three Hundred Eighteen Dollars (\$9,318.00). Each party should receive Seventeen Thousand Six Hundred Twenty-Nine Dollars (\$17,629.00) as his or her share of the Merrill Lynch and Keystone accounts. The plaintiff should receive the Keystone account as her sole and separate property, free and clear of any interest of the defendant, and the defendant should be ordered to pay to plaintiff an additional Seven Thousand Eight Hundred Seventy-Six Dollars (\$7,876.00) as a marital property settlement herein, less a credit to defendant of Four Hundred Thirty-Five Dollars (\$435.00) representing payments made by defendant for the plaintiff's car repairs and Visa account during the parties' separation. Defendant should be awarded all right, title and interest in the Merrill Lynch account of the parties, free and clear of any interest of the plaintiff.

41. Plaintiff should be awarded all right, title and interest in her banking accounts with Tracy Collins Bank, free and clear of any interest of the defendant. Defendant should be awarded all right, title and interest in his banking accounts with the University of Utah Credit Union, free and clear of any interest of the plaintiff.

42. Defendant should be ordered to pay alimony to the plaintiff in the sum of Six Hundred Fifty Dollars (\$650.00) per month, said alimony to continue until the death of the plaintiff, the death of the defendant or the remarriage or cohabitation of

the plaintiff, whichever first occurs.

43. During the course of their marriage the parties have incurred various debts and obligations, including the possibility of a deficiency judgment to be assessed against the parties by reason of the foreclosure on the marital residence, an obligation owing by the plaintiff to her parents, plaintiff's moving expenses by reason of her move from the marital residence of the parties upon its foreclosure, and plaintiff's counseling costs. The parties should be ordered to share equally in any deficiency assessed against them by reason of the foreclosure of the marital residence, and each should be ordered to hold the other harmless on one-half of any such obligation. Plaintiff should be ordered to pay and assume the debts and obligations to her parents, for her moving expenses and for her counseling costs, and should be ordered to hold the defendant harmless thereon. Each party should be ordered to pay and assume all debts and obligations incurred in his or her own name, commencing with the date of filing of the Complaint for Divorce in this action and each should be ordered to hold the other harmless thereon.

44. In addressing the issue of plaintiff's claim for equitable restitution against the defendant, the Court has considered the following: the length of the marriage, which was approximately nine (9) years; and the financial contribution which the plaintiff made to the marriage. The evidence at trial established that at the time the parties were married the defendant had completed medical school and was completing his internship training. The plaintiff only worked for a short period of time during the parties' marriage. During the parties'

marriage the plaintiff had the opportunity to continue her college education and to enjoy other social and educational experiences as she saw fit. The plaintiff did not make any sacrifices or contribution for any substantial period which increased the earning capacity of the defendant. However, the Court has taken into account the fact that, as a mother, the plaintiff did contribute to the family relationship of the parties. Plaintiff did not suffer from a disparity in earning capacity as a result of the marriage; in fact, she had the opportunity to enhance her earning capacity by education during the marriage. Defendant provided the funds to pay for day care and babysitters and for household assistance so that plaintiff could take advantage of furthering her career goals. The assets of the marital estate were acquired primarily from defendant's income. The assets consisted, at the time of trial, of two motor vehicles, personal effects, minimal furniture and cash and securities having a value of Thirty-Four Thousand Two Hundred Fifty-Eight Dollars (\$34,258.00). This marital estate was accumulated solely by defendant's earnings, which averaged approximately Ninety Thousand Three Hundred Sixty-Four Dollars (\$93,364.00) per year for the four years immediately prior to the trial. This case is not an appropriate case for equitable restitution. At the time of the marriage the defendant was well on his way to earning substantial sums of money. Defendant's earning capacity has not been attained by significant efforts and sacrifices on the part of the plaintiff which were detrimental to her development. The Court should not make an award of equitable restitution herein.

45. Plaintiff has incurred attorney's fees herein in the approximate sum of Twenty-Nine Thousand Dollars (\$29,000.00), which is indicative of the fact that the demands made upon her counsel were not necessary. The defendant has incurred attorney's fees of approximately Twelve Thousand Dollars (\$12,000.00) herein, both to his present counsel and to a former counsel of record. The Court finds that the hourly rates charged by counsel were reasonable and that each counsel did a very respectable job in representing his or her client's case. The fees incurred herein were much higher than those usually charged in a case of this type. This was not a complex case, but for the animosity of the parties. This case did not present new and novel issues that have not already been addressed by the courts. In view of the circumstances of this case, it is reasonable, just and proper that defendant be ordered to pay a portion of plaintiff's court costs and attorney's fees incurred herein, in the sum of Ten Thousand Dollars (\$10,000.00). With the exception of this award of Ten Thousand Dollars (\$10,000.00), each party should be ordered to pay and assume his or her own court costs and attorney's fees incurred herein.

46. Each party should be ordered to execute and deliver all necessary documents to transfer the title and ownership of the property of the parties pursuant to the Decree entered herein.

47. Prior to the parties' marriage, plaintiff was known by the surname "Donato," which name should be restored to plaintiff and she should be known hereafter as "Joan Donato."

48. Each party has made various claims of contempt on the part of the other party. The Court does not find either party to

be in contempt of court at this time.

FROM THE FOREGOING Findings of Fact, the Court now makes and enters the following:

CONCLUSIONS OF LAW

1. This Court has jurisdiction over the parties to this action and over the subject matter of this action.

2. An Amended Decree of Divorce should enter from this Court in conformity with the foregoing Findings of Fact.

DATED THIS \_\_\_\_ day of November, 1989.

BY THE COURT

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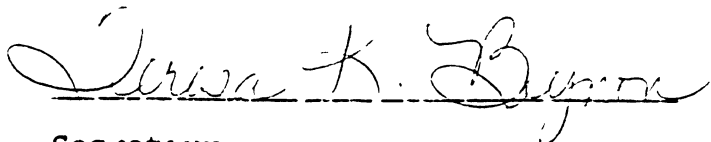
JOHN A. FOKICH  
District Court Judge

CERTIFICATE OF MAILING

I HEREBY CERTIFY that I am employed in the offices of Corpron & Williams, attorneys for the defendant herein, and that I caused the foregoing proposed Amended Findings of Fact and Conclusions of Law to be served upon plaintiff by placing a true and correct copy of the same in an envelope addressed to:

DAVID S. DOLOWITZ  
Attorney for Plaintiff  
P. O. Box 11008  
Salt Lake City, Utah 84147

and depositing the same in the United States mail at Salt Lake City, first class postage pre-paid thereon, on the 17th day of October, 1989.

  
Secretary

## **APPENDIX C**

MARY C. CORPORON #734  
Attorney for Defendant  
CORPORON & WILLIAMS  
Suite 1100 - Boston Building  
#7 Exchange Place  
Salt Lake City, Utah 84111  
(801) 328-1162

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IN THE THIRD JUDICIAL DISTRICT COURT,  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH.

---

JOAN E. SCHAFER,

2144950

Plaintiff,

AMENDED DECREE OF DIVORCE

-vs-

Civil No. 884902670DA

NATHAN C. SCHAFER,

Judge John A. Rokich

Defendant.

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THE ABOVE-CAPTIONED MATTER having come on for trial before the above-entitled court on the 13th, 14th and 17th days of July, 1989, the Honorable John A. Rokich, Judge presiding, plaintiff being present in person and through her counsel of record, David S. Dolowitz, and the defendant being present in person and through his counsel of record, Mary C. Corporon, the Court having proceeded to hear the sworn testimony of the parties and their witnesses, having received the exhibits of the parties and having heard the arguments of counsel and having reviewed the file and the pleadings contained therein, the Court being fully advised in the premises and more than 90 days having elapsed since the filing of the Complaint for Divorce in this action, and having heretofore made and entered its Findings of Fact and Conclusions of Law, now, therefor;



IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Plaintiff is hereby awarded the permanent care, custody and control of the two minor children of the parties, Zachary and Lillian, subject to defendant's reasonable and liberal rights of visitation.

2. Defendant is awarded visitation with the minor children of the parties, including a minimum of the following:

a. Every other weekend, from Friday evening until Sunday evening;

b. One day in the middle of each week;

c. Alternate state and federal holidays;

d. An extended period of time, up to four weeks each summer;

e. Plaintiff shall have the children with her on Mother's Day and her birthday, each year, and defendant shall have Father's Day and his birthday with the children each year, irrespective of any other portion of this visitation schedule;

f. Defendant is awarded reasonable and liberal telephone access to the minor children of the parties;

g. Defendant shall be granted access, at all times, to the educational and health care records of the children.

Based upon the stipulation of the parties, defendant is hereby ordered to exercise his visitation with the minor children of the parties.

3. Defendant is hereby ordered to pay child support to the plaintiff, for the support and maintenance of the minor children of the parties in the total sum of One Thousand One Hundred Eighty-Three Dollars (\$1,183.00) per month, or Five Hundred

Ninety-One Dollars and Fifty Cents (\$591.50) per month, per child, payable through the Clerk of this Court, until each child has attained the age of 18 years or graduated from high school in the normal course of their high school educations, whichever event occurs later. Said child support shall abate by 50% during any period of time in which the defendant has the actual physical care, custody and control of the minor children for 25 or more consecutive days.

4. If the defendant falls thirty (30) or more days in arrears in his child support obligation, the plaintiff shall be entitled to mandatory income withholding relief, pursuant to Utah Code Annotated, Section 62A-11-401, et. seq. (Supp. 1988).

5. Defendant is hereby ordered to maintain health and accident insurance coverage for the benefit of the minor children of the parties as such is available through his employment, until each child has attained the age of 18 years or graduated from high school, whichever last occurs. The parties are ordered to share equally in payment of any non-routine medical and dental expenses incurred for the benefit of the minor children which are not covered by defendant's policy of health and accident insurance. The plaintiff is ordered to pay and assume all routine medical and dental expenses incurred for the benefit of the minor children.

6. Defendant is hereby ordered to maintain in force a policy of life insurance on his own life, having a minimum benefit payable on death of Three Hundred Thousand Dollars (\$300,000.00), naming the minor children as the sole primary beneficiaries thereof. Said insurance coverage shall continue in

effect until each child achieves the age of 18 years or graduates from high school in the normal course of his or her education, whichever event occurs later. Defendant is hereby awarded the cash surrender value of any life insurance policies he presently owns, as his sole and separate property.

7. Each party is awarded his or her own items of personal effects, jewelry, clothing and belongings.

8. The parties' previous division of their items of furniture, fixtures, appliances and household goods is confirmed in each and each party is hereby awarded all such items presently in his or her own possession.

9. Plaintiff is hereby awarded all interest and monies received as a result of the rebate previously received by plaintiff for the parties' 1988 Utah State Income Taxes in the approximate sum of Five Hundred Dollars (\$500.00), free and clear of any interest of the defendant.

10. Pursuant to the stipulation of the parties, the plaintiff and defendant are hereby ordered to file, and cooperate in the filing of, joint federal and state income tax returns for the 1988 tax year. The parties shall share equally in any refund received by reason of that joint income tax filing. The defendant is ordered to pay and assume and hold plaintiff harmless on any income tax liability incurred by reason of the joint filing. In the event that the University of Utah should seek a refund of a PEL grant and/or any financial assistance granted to plaintiff during the 1988/1989 academic year due to this joint filing, defendant is ordered to pay any refund to the University of Utah so requested by the University of Utah and to

hold the plaintiff harmless thereon.

11. Plaintiff is hereby awarded the diamond ring valued at Ten Thousand Eight Hundred Seventy-Five Dollars (\$10,875.00), free and clear of any interest of the defendant.

12. The retirement accounts held in the name of the defendant and acquired through defendant's employment with the University of Utah and the United States Government shall be divided equally between the parties, according to the Woodward formula, one-half to each. This Court should issue the appropriate allocations or qualified domestic relations orders distributing these retirement accounts accordingly.

13. Plaintiff is hereby awarded the 1983 Subaru GL10 automobile and plaintiff is hereby awarded the 1985 Volkswagen Jetta automobile, each free and clear of any interest of the other party.

14. Plaintiff is hereby awarded the Keystone account as her sole and separate property, free and clear of any interest of the defendant. Defendant is hereby awarded the Merrill Lynch account as his sole and separate property, free and clear of any interest of the plaintiff. Defendant is ordered to pay to plaintiff the sum of Seven Thousand Four Hundred Forty-One Dollars (\$7,441.00) as a marital property settlement herein.

15. Plaintiff is hereby awarded all right, title and interest in her banking accounts with Tracy Collins Bank, free and clear of any interest of the defendant. Defendant is hereby awarded all right, title and interest in his banking accounts with the University of Utah Credit Union, free and clear of any interest of the plaintiff.

16. Defendant is hereby ordered to pay alimony to the plaintiff in the sum of Six Hundred Fifty Dollars (\$650.00) per month, said alimony to continue until the death of the plaintiff, the death of the defendant or the remarriage or cohabitation of the plaintiff, whichever first occurs.

17. In the event that any deficiency judgment is assessed against the parties as a result of the foreclosure on their marital residence, the parties are ordered to share equally in payment of the same, and each shall be ordered to hold the other harmless on one-half of any such obligation. Plaintiff is hereby ordered to pay and assume the debts and obligations to her parents, the debt for her moving expenses and the debt for her counseling costs, and is ordered to hold the defendant harmless thereon. Each party is hereby ordered to pay and assume all debts and obligations incurred in his or her own name since the date of filing of the Complaint for Divorce in this action and each is ordered to hold the other harmless thereon.

18. Plaintiff is denied any award of equitable restitution.

19. Defendant is hereby ordered to pay to plaintiff and/or plaintiff's counsel the sum of Ten Thousand Dollars (\$10,000.00) representing a portion of plaintiff's court costs and attorney's fees incurred herein. With this exception, each party is hereby ordered to pay and assume his or her own court costs and attorney's fees incurred in this matter.

20. Each party is hereby ordered to execute and deliver all necessary documents to transfer the title and ownership of the property of the parties pursuant to the Decree entered herein.

21. Plaintiff's previous surname is hereby restored to her

and she shall be known hereafter as "Joan Donato."

22. Neither party is found to be in contempt of this Court at this time.

DATED THIS 27 day of <sup>October</sup>~~November~~, 1989.

BY THE COURT

John A. Rokich

JOHN A. ROKICH  
District Court Judge

CERTIFY THAT THIS IS A TRUE COPY OF AN  
ORIGINAL DOCUMENT ON FILE IN THE Tenth  
DISTRICT COURT, SALT LAKE COUNTY, STATE OF  
UTAH

Deborah A. Hare  
DEPUTY COURT CLERK

CERTIFICATE OF MAILING

I HEREBY CERTIFY that I am employed in the offices of  
Corporon & Williams, attorneys for the defendant herein, and that  
I caused the foregoing proposed Amended Findings of Fact and  
Conclusions of Law to be served upon plaintiff by placing a true  
and correct copy of the same in an envelope addressed to:

DAVID S. DOLOWITZ  
Attorney for Plaintiff  
P. O. Box 11008  
Salt Lake City, Utah 84147

and depositing the same in the United States mail at Salt Lake  
City, first class postage pre-paid thereon, on the 17th day of  
October, 1989.

Deborah A. Hare  
Secretary

## **APPENDIX D**



SCHAFFER V. SCHAFFER

PLAINTIFF' S ATTORNEY FEES

<u>DATE</u>	<u>TIME-ATTY.</u>	<u>TOTAL</u>
<u>1988</u>		
August, 1988	4. 8 (DSD) 10. 0 (JAB)	\$1, 433. 75
September, 1988	5. 4 (DSD) 5. 85 (JAB) 5. 9 (BSN) 1. 5 (FBT)	\$1, 357. 25
October, 1988	2. 9 (DSD) 8. 55 (JAB) . 75 (FBT)	\$1, 075. 25
November, 1988	3. 6 (DSD) 15. 1 (JAB)	\$1, 642. 00
December, 1988	3. 8 (DSD) 15. 6 (JAB)	<u>\$1, 692. 00</u>
		\$7, 200. 25
1988 TOTAL		
<u>1989</u>		
January, 1989	3. 9 (DSD) 3. 0 (JAB)	\$ 845. 00
February, 1989	9. 9 (DSD) 4. 8 (JAB) 25. 6 (HSD) 19. 0 (JBM)	\$4, 998. 25
March, 1989	4. 9 (DSD) 3. 8 (JAB) 13. 05 (HSD)	\$1, 532. 25
April, 1989	4. 0 (DSD) 16. 6 (HSD) 1. 25 (FBT)	\$1, 326. 00



May, 1989	5.9 (DSD)	
	20.7 (HSD)	\$2,195.75
June, 1989	12.0 (DSD)	
	27.95 (HSD)	\$2,585.75
July, 1989	11.6 (DSD)	\$1,740.00
	22.75 (HSD)	796.25
	<u>22.5 (FBT)</u>	<u>1,012.50</u>
TOTAL FEES TO JULY 12, 1989		\$24,232.00

TRIAL TIME	21 (DSD)	\$3,150.00
	18 (HSD)	630.00
WRAP UP	10 (DSD)	\$1,500.00
	10 (HSD)	<u>350.00</u>
		\$29,862.00

TOTAL ATTORNEY FEES:

/13/89

PAGE: 1

COHNE, RAPPAPORT & SEGAL  
P O BOX 11006  
SALT LAKE CITY, UT 84147-0008 532-2666

Joanie Schaffer  
177 Sunnvoak Circle  
Provo, Utah 84121

Number: 95190401 Joanie Schaffer

Cycle: JM

Prebill Report for 07/01/89 to 07/13/89

Services Rendered:				
7/03/89	USD	Review ruling by Judge Rolich; inter-office strategy conference. commence trial preparations	.70	\$105.00
7/03/89	HSM	Calls to and from client; memo; conference with DSD	1.00	\$35.00
7/03/89	HSM	Call from Martin Murphy; call to client; prepare trial notebook; conference with DSD	1.75	\$61.25
7/05/89	USD	Review inter-office memo and discovery documents; plan case strategy	.30	\$45.00
7/06/89	USD	Continue trial preparation	.50	\$75.00
7/06/89	HSM	Telephone call to Sargent; message re: trial; call to Cook; conference DSD; call to Martin Murphy; call from MM	1.25	\$43.75
07/06/89	USD	Telephone conference with Pat Sargent; plan case strategy	.30	\$45.00
07/06/89	HSM	Call from Pat Sargent; call client; trial notebook; call to client	1.75	\$61.25
07/06/89	HSM	Payroll records; call Rick Leonard; call to Margie Richins; call to VA Hospital; prepare trial notebook exhibits; call from Pat Sargent	3.00	\$105.00
07/09/89	USD	Review trial notebook materials; prepare for & plan trial; review & revise trial brief on issue of alimony	3.20	\$480.00
07/10/89	FBI	Office conference with USD & Heather re: trial preparation; review VA employment records	2.50	\$112.50
07/10/89	USD	Review tax returns (draft) transmittal by counsel for note; inter office strategy conference; telephone call to Dr. Sargent; plan case strategy	.80	\$120.00
07/10/89	HSM	Call from client; call from Dick Leonard; call to opposing side; call to client; call from Janice Sargent	1.25	\$43.75
07/10/89	HSM	Call to Dept. Cook; call to Steve Reynolds; call from Steve Reynolds; call to Meredith Gibson; call to Annette	1.25	\$43.75
07/10/89	HSM	Call to Pat Sargent; call to Dick Leonard; call to Col. Butler; call from Don Nelson; call from Mary C.	1.25	\$43.75
07/10/89	HSM	Call to Don Nelson; call to Mary C.; office conference with DSD; prepare exhibits; call to Paul Jackson	2.25	\$78.75
07/11/89	FBI	Prepare for trial	7.00	\$315.00
07/11/89	USD	Prepare for trial	1.60	\$240.00
07/12/89	HSM	Call to Pat Sargent; call from Sargent; prepare exhibits; office conference with client; office conference with DSD & Sargent	8.00	\$280.00

13/89

PAGE: 2

In: 95190401 Joanie Schaffer

Cycle: LM

Fees Rendered:

1/12/89	HSM	Call from Tom Hartford. call to Tom Hartford; call from client; call from Tom Hartford; call to Tom Hartford	1.00	\$35.00
1/12/89	FBI	Prepare for trial	10.00	\$450.00
1/12/89	USD	Prepare for trial	4.20	\$630.00
Matter Total			54.85	\$3,448.75

## Fees Summary:

FBI - \$877.50  
HSM - \$831.25  
USD - \$1,740.00

Total - \$3,448.75

## Accounts Receivable:

7/01/89		Beginning Balance:	\$19,990.52
7/03/89	8411	Service of process subpoena	\$15.00
11/05/89		Service of process	\$4.50
11/10/89	8427	Witness fees Thomas Hartford, esq	\$15.00
11/10/89	8428	Witness fees Donald P Nelson	\$16.00
07/11/89	8458	Witness fees Mary Gibson and or Keeper of records	\$15.00
07/11/89	8459	Witness fees Dick Lenard -Head of Payroll	\$15.00
Balance Due:			\$20,071.02

Total Fees Charged	\$18,437.75
Total Fees Paid	\$0.00
Total Fees Balance	\$18,437.75

Total Cost Charged	\$1,633.27
Total Cost Paid	\$0.00
Total Cost Balance	\$1,633.27

## Aging Summary

Current	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS	OVER 120 DAYS
\$151.75	\$47.00	\$2,372.57	\$1,896.25	\$15,603.45

## Unbilled Accounts Receivable:

07/01/89	Beginning Balance:	\$0.29
	Balance Due:	\$0.29

13/89

PAGE: 3

95190401 Joanie Schaffer

Cycle: 1M

led Accounts Receivable:

Fees Charged	\$ .00
Fees Paid	\$ .00
Fees Balance	\$ .00
Cost Charged	\$ .29
Cost Paid	\$ .00
Cost Balance	\$ .29

Aging Summary

Current	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS	OVER 120 DAYS
\$ .29	\$ .00	\$ .00	\$ .00	\$ .00

it Ledger:

7/01/89	Beginning Balance:	\$1,000.00
	Balance:	\$1,000.00

al Trust Receipts:	\$1,000.00
al Trust Disbursements:	\$ .00
al Trust Balance:	\$1,000.00

Aging Summary

Current	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS	OVER 120 DAYS
\$ .00	\$ .00	\$ .00	\$ .00	\$1,000.00

Grand Total for this Matter \$23,520.06

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\* Grand Totals \*

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ime:	\$3,448.75
ccounts Receivable:	\$20,071.02
nbilled A/R:	\$ .29
rust:	\$1,000.00
Grand Total:	\$23,520.06

1/89

PAGE:

COHNE, RAPPAPORT & SEGAL  
P.O. BOX 11008  
SALT LAKE CITY, UT 84147-0008 532-2666

Joanie Schaffer  
Sunnvoak Circle  
Salt Lake City, Utah 84121

Case: 95190401 Joanie Schaffer

Cycle: IM

## Prebill Report For 06/01/89 to 06/30/89

Services Rendered:				
01/89	HSM	Telephone call to court; call with client; memo; draft notice of hearing	1.25	\$43.75
01/89	HSM	Calls to and from IHC; memo	.65	\$22.75
01/89	USD	Inter-office strategy conference	.20	\$30.00
02/89	USD	Study valuation of professional practice and on equitable restitution methods and techniques including evidence presentation and cross examination; plan case strategy	1.60	\$240.00
02/89	HSM	Review and revise notice, arrange signing and copying	.25	\$8.75
04/89	USD	Review inter-office memos and files; plan case strategy; draft motion; affidavit, notice and processing instructions	.60	\$90.00
05/89	USD	Review and revise pleadings; Inter-office strategy conference	.60	\$90.00
05/89	HSM	Memo to BSN re: investigation; draft exhibit; call to opposing counsel	.40	\$14.00
05/89	HSM	Call from client; memo; conference with USD; call to opposing counsel	1.75	\$61.25
06/89	USD	Review inter-office memos; plan case strategy; Inter-office strategy conference	.30	\$45.00
06/89	USD	Inter-office strategy conferences	.30	\$45.00
06/89	HSM	Telephone calls to and from client; call to BSN; call from court	1.50	\$52.50
06/89	HSM	Telephone calls to and from Court; conference with USD; conference with client; memo to USD	2.25	\$78.75
06/07/89	USD	Inter-office conference re: case developments; draft case processing instructions; Research alimony law and plan preparation and presentation of case re: alimony	.90	\$135.00
06/07/89	HSM	Conference with BSN; call to client; memo; call to VA Hospital; call with Halliday	1.15	\$40.25
06/07/89	HSM	Call with client; call to court; call from Paul Halliday	.75	\$26.25
06/07/89	HSM	Telephone call to Court; memo; call to VA Hospital; call with BSN re: 6464 Farmer Lane	1.15	\$40.25
06/08/89	USD	Telephone conference with Joan; conference with Commissioner Peuler; review pleadings and draft memo to court; telephone conference with Commissioner Peuler's clerk;	2.60	\$390.00

11/89

Cycle: 1M

r: 95190401 Joanie Schatter  
ces Rendered:

		telephone conference with counsel for		
		Nate; conference with Joan; inter-office		
		strategy conference		
08/89	MJU	Dictate Dr. Schatter deposition/ abstract	7.00	\$245.00
		summary	.25	\$8.75
08/89	HSM	Memo to OSD re: telephone records	1.10	\$165.00
09/89	OSD	Conference with counsel for Nate; review		
		information and material transmitted by		
		Joan; plan case strategy; draft case		
		processing instructions; inter-office		
		strategy conference	5.00	\$175.00
09/89	MJD	Complete dictation of Dr Schatter		
		deposition abstract summary	.30	\$45.00
11/89	OSD	Review discovery documents; plan case		
		strategy	.30	\$45.00
12/89	OSD	Review inter-office memos re:		
		information from Joan and from		
		counsel for Nate; inter-office conference		
		re: case developments; direct case		
		processes and action	1.50	\$52.50
13/89	HSM	Review memos; review clients notes re:		
		harrassing; calls from client; memo to		
		OSD	.25	\$8.75
5/13/89	HSM	Conference BSN	.20	\$30.00
5/14/89	OSD	Review inter office memo; draft case		
		processing instructions	1.50	\$52.50
5/15/89	MJD	Proofread & edit abstract & deposition		
		of Nathan Schatter	.20	\$30.00
5/18/89	OSD	Review inter-office memo; plan case		
		strategy	.25	\$8.75
6/19/89	HSM	Call I Arnett	.20	\$30.00
6/20/89	OSD	Inter-office strategy conference	.50	\$75.00
6/20/89	OSD	inter-office conference re: case		
		developmentns; review messages from		
		Joan; telephone conference with Joan	2.50	\$62.50
6/20/89	BSN	Research property records re: ownership		
		of property by Nathan Schatter	2.25	\$225.00
16/20/89	JBM	Conference with OSD; prepare for		
		hearing; attend hearing	1.15	\$40.25
16/20/89	HSM	Conference with JM and MB; calls to and		
		from Tom Arnett; memo; call to opposing		
		counsel	.80	\$120.00
16/21/89	OSD	Inter-office strategy conference: review		
		subpoena documents; plan case strategy;		
		draft objection to Commissioners		
		recommendation, memo in support of		
		objection, and processing instructions	.75	\$26.25
06/21/89	HSM	Prepare subpoena for Tom Arnett; call		
		from client; memo	1.00	\$35.00
06/21/89	HSM	Calls to VA; revise subpoena documents;		
		call from clients father	.20	\$30.00
06/22/89	OSD	Inter-office strategy conference	1.25	\$43.75
06/22/89	HSM	telephone call to Clients father; call		
		to Jim McKee; call to Mr Bigler	.25	\$8.75
06/22/89	HSM	Telephone call from S Reynolds	.50	\$17.50
06/23/89	MJD	Final edit abstract deposition Dr		
		Schatter		

1/89

Cycle: 1M

95190401 Joanie Schatter

Fees Rendered:

23/89	HSM	Telephone calls to and from D Gunnell	.50	\$17.50
23/89	HSM	Telephone call from client; trial notebook	1.40	\$49.00
25/89	USD	Review and revise objection to recommendation and memorandum in support of objection; draft case processing instructions	.30	\$45.00
12/27/89	USD	Review correspondence from counsel for Nate; plan case strategy	.20	\$30.00
12/27/89	HSM	Calls to and from client; call to Keystone	1.25	\$43.75
1/28/89	USD	Inter-office strategy conference	.20	\$30.00
1/28/89	HSM	Calls to Keystone; call with client; conference with DSD	1.25	\$43.75
1/28/89	HSM	Call to client; call to Celia Stamb	.50	\$17.50
1/28/89	HSM	Letter to opposing counsel; call from client	.75	\$26.25
1/29/89	USD	Telephone conference with Joan; Inter-office strategy conference	.30	\$45.00
5/29/89	HSM	Conference with DSD; call to P Halliday Jr.; call to First Union; calls to client; call from Paul Nate	1.40	\$49.00
5/29/89	HSM	Memo: call from client	.50	\$17.50
6/30/89	USD	Review message from Joan; Inter-office strategy conference	.30	\$45.00
6/30/89	HSM	Conference with DSD; call from client; call to Value Care; call to Don Nelson;	1.15	\$40.25
6/30/89	HSM	Telephone call to and from client; conference with DSD; call from and to Don Nelson; dictate subpoena	1.50	\$52.50
Matter Total			58.90	\$3,585.75

## Attorney Summary:

JBM -	\$225.00
BSN -	\$62.50
HSM -	\$978.25
MJD -	\$490.00
USD -	\$1,830.00

Total - \$3,585.75

## Accounts Receivable:

Beginning Balance: \$19,903.27  
\$16.00

06/01/89		Witness fees	
06/08/89	8275	and mileage to Margie Richins	\$6.75
06/13/89		Service of process subpoena	\$16.00
06/23/89	8357	Witness fees Margie Richins	\$15.00
06/23/89	8358	Deposition costs document deposition	\$16.75
06/26/89		Service of process Subpoena	\$16.75
		Service of process	

11/89

PAGE: 4

n: 95190401 Joanie Schaffer

Cycle: 1M

nts Receivable:

Balance Due: \$19,990.52

I Fees Charged	\$18,437.75
I Fees Paid	\$ .00
I Fees Balance	\$18,437.75
I Cost Charged	\$1,552.77
I Cost Paid	\$ .00
II Cost Balance	\$1,552.77

Aging Summary

Current	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS	OVER 120 DAYS
\$87.25	\$1,077.57	\$1,382.75	\$1,959.70	\$15,483.25

st Ledger:

6/01/89

Beginning Balance: \$1,000.00

Balance: \$1,000.00

tal Trust Receipts:	\$1,000.00
tal Trust Disbursements:	\$ .00
tal Trust Balance:	\$1,000.00

Grand Total for this Matter \$23,576.27

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\* Grand Totals \*

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ime:	\$3,585.75
ccounts Receivable:	\$19,990.52
nbilled A/R:	\$ .00
rust:	\$1,000.00
Grand Total:	\$23,576.27



13/89

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COHNE, RAPPAPORT & SEGAL  
P.O. BOX 11008  
SALT LAKE CITY, UT 84147-0008 532-2666

Joanie Schatter  
7 Sunnyoak Circle  
Salt Lake City, Utah 84121

r: 95190401 Joanie Schatter

Cycle: JM

Prepaid Report for 05/01/89 to 05/31/89

## Services Rendered:

05/01/89	HSM	Revise letter	.25	\$8.75
05/01/89	HSM	Telephone calls from client and M Corporon (4-12-89)	1.00	\$35.00
05/01/89	HSM	Telephone call and memo (4-13-89)	.50	\$17.50
05/01/89	HSM	Telephone calls with client; call re: First Union Meeting; conference with DSD (4-17-89)	1.15	\$40.25
05/01/89	HSM	Telephone calls to First Union, Realtor, Client; conference with DSD; call from Realtor (4-18-89)	1.50	\$52.50
05/01/89	HSM	Telephone call from Chapman and Richard Realtor (4-18-89)	.25	\$8.75
05/01/89	HSM	Conference with FBI; review and revise file; letter; calls to and from Keystone (4-18-89)	1.05	\$36.75
05/01/89	HSM	Conference with DSD; call to client; call to Realtor; letter to S Reynolds (4-19-89)	1.00	\$35.00
05/01/89	HSM	Telephone calls to and from Realtor (4-19-89)	.75	\$26.25
05/01/89	HSM	Telephone calls to and from client (4-24-89)	.40	\$14.00
05/03/89	HSM	Telephone call from client; telephone call from client	.75	\$26.25
05/05/89	HSM	Telephone call from client; telephone call to other side; memo; telephone call from other side; telephone call to client	1.25	\$43.75
05/06/89	DSD	Review discovery responses; plan case strategy	.20	\$30.00
05/06/89	DSD	Analyze recent Utah decisions re: alimony and treatise re: alimony; plan case strategy	.80	\$120.00
05/08/89	HSM	Review replies; telephone call to client; memo to Dean; letter; telephone call to client	1.25	\$43.75
05/08/89	HSM	Office conference with BSN	.25	\$8.75
05/09/89	HSM	Telephone call to client	.25	\$8.75
05/10/89	HSM	Telephone call to other side; telephone call from Steve Reynolds; memo; telephone call to other side; telephone call to other side	1.25	\$43.75
05/10/89	HSM	Review and revise clients memo; listen to tape; telephone call to other side; telephone call from Steve Reynolds; telephone call to other side	1.15	\$40.25
05/11/89	HSM	Memo to DSD re: Keystone	.25	\$8.75
05/11/89	HSM	Telephone call to other side	.25	\$8.75

In: 95190401 Joanne Schaffer

Cycle: LM

Des Rendered:

4/15/89	HSM	telephone call to client; telephone call from client; telephone call to client	.75	\$26.25
4/16/89	USD	Review memo from Joan; review inter-office memos; plan case strategy; inter-office strategy conference; telephone conference with counsel for Nate; inter-office strategy conference; institute trial preparations	1.30	\$195.00
4/16/89	HSM	Conference with USD; call to US West	.30	\$10.50
4/17/89	HSM	telephone call from client; conference with USD; calls to opposing counsel	1.25	\$43.75
4/17/89	HSM	telephone call from client; letter to opposing counsel	.50	\$17.50
5/18/89	HSM	Call and letter	.75	\$26.25
5/18/89	HSM	Telephone calls to and from Mary Capman	.50	\$17.50
5/19/89	USD	Inter-office strategy conference	.20	\$30.00
5/19/89	USD	Review pleadings transmitted by counsel for Nate; inter-office strategy conference	.30	\$45.00
5/19/89	HSM	Telephone call to LDS Hospital; prepare subpoena	.75	\$26.25
5/22/89	USD	Inter-office strategy conferences	.40	\$60.00
5/22/89	HSM	Telephone calls to and from client; letter; call to Paul Jackson	1.25	\$43.75
5/22/89	HSM	Review and revise letter and order	.25	\$8.75
5/23/89	HSM	Call Paul Jackson	.25	\$8.75
5/23/89	HSM	Calls with Strassberg; call court; review and revise notice of hearing	.75	\$26.25
5/23/89	HSM	telephone calls to and from Paul Jackson; call to Cottonwood Hospital; call with client	1.00	\$35.00
05/24/89	USD	Inter-office strategy conference	.30	\$45.00
05/24/89	HSM	telephone calls to and from client; conference with USD	1.15	\$40.25
05/24/89	HSM	Compile papers for receiver	1.75	\$61.25
05/25/89	USD	Inter-office strategy conference	.20	\$30.00
05/25/89	HSM	telephone call M Gibson; dictate subpoena; call to Paul Jackson; call Phil Adamson; review; memo	3.00	\$105.00
05/25/89	HSM	Conference with USD; organize memo, court documents and letters	1.25	\$43.75
05/26/89	USD	Conference with Joan; inter-office strategy conference; plan case strategy	1.80	\$270.00
05/26/89	HSM	Conference with USD and client	3.00	\$105.00
05/30/89	USD	Review inter-office memo's re: case developments and correspondence and documents transmitted by LDS Hospital; plan case strategy	.30	\$45.00
05/30/89	HSM	telephone call to and from client; call with Sheriff; memo	1.25	\$43.75
05/30/89	HSM	telephone call from client; call US West Communications; memo; call to Phil Adamson; arrange service of subpoena	1.50	\$52.50
05/30/89	HSM	Memo	.25	\$8.75
05/31/89	USD	Inter-office strategy conference	.10	\$15.00
05/31/89	HSM	Telephone calls to and from Phil Adamson	.50	\$17.50
05/31/89	HSM	telephone calls to and from Phil Adamson	.50	\$17.50

3/89

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: 95190401 Joanie Schaffer  
es Rendered:

Cycle: LM

11/89 HSM Telephone calls to and from opposing .50 \$17.50  
counsel

Matter Total 43.35 \$2,195.75

Key Summary:

HSM - \$1,310.75

OSD - \$885.00

- \$2,195.75

nts Receivable:

01/89		Beginning Balance:	\$18,825.70
01/89		Long distance charges	\$2.47
		March 1989	
10/89	8124	Deposition costs	\$1,044.10
		of Nathan C Shaffer	
19/89	8179	Witness fees	\$16.00
		Paul Jackson	
26/89	8222	Witness fees	\$15.00
		Meredith Dixon	

Balance Due: \$19,903.27

al Fees Charged	\$18,437.75
al Fees Paid	\$ .00
al Fees Balance	\$18,437.75

al Cost Charged	\$1,465.52
al Cost Paid	\$ .00
al Cost Balance	\$1,465.52

Aging Summary

Current	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS	OVER 120 DAYS
\$1,077.57	\$1,382.75	\$1,959.70	\$6,213.50	\$9,269.75

1st Ledger:

05/01/89	Beginning Balance:	\$1,000.00
	Balance:	\$1,000.00

tal Trust Receipts:	\$1,000.00
tal Trust Disbursements:	\$ .00
tal Trust Balance:	\$1,000.00

Grand Total for this Matter \$22,099.02

13/89

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COHNE, RAPPAPORT & SEGAL  
P.O. BOX 11008  
SALT LAKE CITY, UT 84147-0008 532-2666

nie Schaffer  
7 Sunnvoak Circle  
dy, Utan 84121

nr: 95190401 Joanie Schaffer

Cycle: 1M

Prebill Report For 04/01/89 to 04/30/89

ices Rendered:				
7/03/89	HSM	Call from client; call from client	.50	\$17.50
7/05/89	HSM	Initial exhibits; prepare dictate; review & correct; call to client; call to client	6.00	\$210.00
7/06/89	USD	Inter-office strategy conference	.20	\$30.00
7/06/89	HSM	Call to client; call to client; call from Janice Sargent; call to Janice Sargent; office conference with DSD	1.25	\$43.75
7/06/89	HSM	Letter; letter; call to American Express in SLC; call from other counsel; call to other counsel	1.25	\$43.75
7/06/89	HSM	Memo	.25	\$8.75
7/07/89	USD	Review messages from counsel for Nate; inter-office strategy conference; review pleadings transmitted by counsel for Nate; plan case strategy	.50	\$75.00
7/07/89	HSM	Call from U of U; call to U of U; call to Corporon; call to client; office conference with DSD	1.15	\$40.25
7/10/89	USD	Review inter-office memo; plan case strategy	.20	\$30.00
7/10/89	HSM	Call from client; call to client; call to Pat Sargent; call to Pat Sargent; call from S. Reynolds	1.15	\$40.25
04/11/89	USD	Inter-office conferences re: case developments and strategy	.40	\$60.00
04/11/89	USD	Inter-office strategy conference	.20	\$30.00
04/11/89	HSM	Letter	.25	\$8.75
04/11/89	HSM	Call to client; call to otherside; letter; call to Pat Sargent; call from Pat Sargent	1.25	\$43.75
04/11/89	HSM	Pickup documents from M. Corporon; office conference with DSD; office conference KWM	.30	\$10.50
04/11/89	HSM	Office conference; memo of receipt; letter to otherside; call to client; memo	.50	\$17.50
04/11/89	HSM	Call to Pat Sargent; call to client; call from otherside; call	.75	\$26.25
04/13/89	JAB	Call from client and P Sargent and M Corporon re: sale of house	.70	\$56.00
04/13/89	USD	Conference with counsel for Nate re: case developments and procedure; inter-office strategy conference	.40	\$60.00
04/14/89	JAB	Call from J Schaffer call from P Sargent re: sale of house	.30	\$24.00
04/14/89	USD	Review American Express records; plan case strategy	.20	\$30.00

/13/89

PAGE: 2

er: 95190401 Joanie Schaffer

Cycle: 1M

ices Rendered:

3/17/89	DSO	Inter-office strategy conferences	.30	\$45.00
3/18/89	DSO	Inter-office strategy conference	.30	\$45.00
4/18/89	FBT	Call with Joan and Kathleen O'Connell re: case issues; conference with DSO; memo to DSO	1.00	\$45.00
4/19/89	DSO	Telephone call with Joan; inter-office strategy conference	.80	\$120.00
4/19/89	FBT	Call with Kathleen O'Connell re: Keystone account; conference with Heather D	.25	\$11.25
4/20/89	DSO	Review notice of trial; inter-office strategy conference; transmit information to Joan	.20	\$30.00
4/26/89	HSM	Call to client; call to Keystone; calls with opposing counsel	1.75	\$61.25
4/28/89	DSO	Telephone conference with Joan; plan case strategy	.30	\$45.00
4/28/89	HSM	Telephone call and letter	.50	\$17.50
Matter Total			23.10	\$1,326.00

torney Summary:

FBT -	\$56.25
HSM -	\$589.75
JAB -	\$80.00
DSO -	\$600.00

otal - \$1,326.00

ccounts Receivable:

04/01/89		Beginning Balance:	\$17,442.95
04/11/89	7920	Service of process	\$42.75
04/11/89	7915	Federal Express charges	\$14.00
04/30/89		Legal Fees - See Matter Total	\$1,326.00

Balance Due: \$18,825.70

Total Fees Charged	\$18,437.75
Total Fees Paid	\$0.00
Total Fees Balance	\$18,437.75

Total Cost Charged	\$387.95
Total Cost Paid	\$0.00
Total Cost Balance	\$387.95

Aging Summary

Current	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS	OVER 120 DAYS
\$3,217.75	\$124.70	\$7,058.50	\$1,692.00	\$6,732.75

Trust Ledger:

04/01/89	Beginning Balance:	\$1,000.00
	Balance:	\$1,000.00

13/89

PAGE: 3

n: 95190401 Joanie Schaffer

Cycle: 1M

Ledger:

I Trust Receipts:	\$1,000.00
I Trust Disbursements:	\$ .00
I Trust Balance:	\$1,000.00

Grand Total for this Matter

\$20,151.70

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\* Grand Totals \*

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as:	\$1,326.00
ounts Receivable:	\$18,825.70
illed A/R:	\$ .00
st:	\$1,000.00
nd Total:	\$20,151.70

05/89

PAGE: 1

COHNE, RAPPAPORT & SEGAL  
P.O. BOX 11008  
SALT LAKE CITY, UT 84147-0008 532-2666

Joanne Schaffer  
58 East 7800 South  
Provo, Utah 84121

Case: 95190401 Joanne Schaffer

Cycle: 1M

Prebill Report For 03/01/89 to 04/04/89

Fees Rendered:				
1/01/89	USD	Inter-office strategy conference	.20	\$30.00
1/01/89	HSM	Call: conference with FBI; conference with USD; dictate exhibits; letter: call with Third district Court	2.00	\$70.00
3/01/89	HSM	Review and revise exhibits; arrange for copies; call with Supreme Court; call Sevier; call Court of Appeals; filing and organize documents	3.25	\$113.75
3/02/89	HSM	Call: subpoena U of U Credit Union; call with U of U Credit Union; review and revise assets and liabilities	1.25	\$43.75
03/02/89	USD	Inter-office strategy conference	.20	\$30.00
03/03/89	USD	Inter-office strategy conference	.20	\$30.00
03/03/89	HSM	Calls with court; calls with opposing counsel; call Tom Arnett;	1.50	\$52.50
03/03/89	HSM	Call M Corporon; calls with Tom Arnett; memo	1.00	\$35.00
03/05/89	USD	Research implications of support statute on case issues; plan case strategy	.30	\$45.00
03/06/89	HSM	Call: memo to JBM and USD	.65	\$22.75
03/07/89	USD	Review correspondence and pleadings transmitted by counsel for Nate; plan case strategy	.30	\$45.00
03/09/89	HSM	Subpoenas completed, checks signed; call with Steve Reynolds	.75	\$26.25
03/13/89	JAB	Call from P Sargent	.25	\$17.50
03/13/89	USD	Review inter-office memo; plan case strategy	.20	\$30.00
03/13/89	HSM	Telephone call; memo	.65	\$22.75
03/14/89	JAB	Call from P Schaffer re: the sale of house; call to P. Hallidays office re: mortgage and possible buydown	.40	\$28.00
03/14/89	USD	Review inter-office memo; telephone conference with witnesses; plan trial strategy; inter-office strategy conference	.50	\$75.00
03/15/89	JAB	Calls to Mortgage Company, M Corporon and client re: sale of home	1.60	\$112.00
03/15/89	USD	Inter-office strategy conference re: sale of house and trial preparation; telephone conference for Joan	.50	\$75.00
03/15/89	HSM	Telephone calls from client; call to client; letter; call to Keystone	1.50	\$52.50
03/16/89	JAB	Call with J Schafer and M Corporon re: offer on house	.60	\$42.00
03/16/89	USD	Research recent Court of Appeals decision re: valuation of professional practice; plan case strategy; draft	.40	\$60.00

15/89

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95 90401 Joanie Schaffer

Cycle: 1M

Fees Rendered

16/89	HS*	Dictate letters	.25	\$8.75
16/89	HS*	Dictate financial statement	.25	\$8.75
17/89	USD	Inter-office strategy conference	.20	\$30.00
19/89	USD	Research recent Utah Court of Appeals decision re: valuation of prob of practice, plan case strategy	.30	\$45.00
21/89	JAB	Call to M. Corporon - Draft hardship letter and net proceeds statement for mortgaged property	.75	\$60.00
23/89	JAB	Call from M. Corporon re: offer on house	.20	\$16.00
26/89	USD	Analyze Steve Reynolds report: plan case strategy	.30	\$45.00
27/89	USD	Review correspondence from Western States Credit; inter-office strategy conference	.30	\$45.00
28/89	JAB	Call from client: letter to M. Corporon re: sale of house	.25	\$20.00
28/89	USD	Review and revise discovery responses	.20	\$30.00
31/89	USD	Research recent developments in law & methods of trial techniques in alimony & property case valuation & division (goodwill); research recent developments in tax law governing case issue areas; plan case strategy; inter office strategy	1.10	\$165.00

Matter Total 22.30 \$1,532.25

## Orney Summary

HSM -	\$456.75
JAB -	\$295.50
USD -	\$780.00

Total - \$1,532.25

## Accounts Receivable:

03/01/89		Beginning Balance:	\$15,483.25
03/06/89	7695	Witness fees	\$15.50
03/06/89	7682	Witness fees	\$16.00
03/06/89	7700	Witness fees	\$16.00
03/06/89	7701	Witness fees	\$16.00
03/10/89	7729	Service of process	\$46.50
03/13/89		Inhouse Copy Costs	\$10.20

Balance Due: \$15,603.45

Total Fees Charged	\$15,276.75
Total Fees Paid	\$ .00
Total Fees Balance	\$15,276.75

Total Cost Charged	\$326.70
Total Cost Paid	\$ .00
Total Cost Balance	\$326.70



7/05/89

PAGE: 3

en: 95190401 Joanie Schatter

Cycle: 1M

unts Receivable:

AGING Summary

Current	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS	OVER 120 DAYS
\$120.20	\$6,213.50	\$845.00	\$1,692.00	\$6,732.75

st Ledger:

3/01/89

Beginning Balance: \$1,000.00

Balance: \$1,000.00

ial Trust Receipts: \$1,000.00

ial Trust Disbursements: \$.00

ial Trust Balance: \$1,000.00

Grand Total for this Matter \$17,135.70

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\* Grand Totals \*

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ime: \$1,532.25

ccounts Receivable: \$15,603.45

nbilled A/R: \$.00

rust: \$1,000.00

rand Total: \$17,135.70

24/89

PAGE: 1

COHNE, RAPPAPORT &amp; SEGAL

P.O. BOX 11008

SALT LAKE CITY, UT 84147-0008 532-2666

nie Schaffer  
8 East 7800 South  
dy, Utah 84121

In: 95190401 Joanie Schaffer

Cycle: 1M

Prepilot Report For 02/01/89 to 02/24/89

## ices Rendered:

Date	Attorney	Description	Hours	Amount
01/89	DSO	Inter-office conference re: case developments: inter-office strategy conference: transmit information to Joan: review correspondence from JR MacFarlane: review discovery responses; inter-office strategy conference	1.50	\$225.00
01/89	JAB	Call from M Corporon; call to client re: visitation and depositions	.60	\$42.00
01/89	JAB	Call from M Corporon; call to J Schaffer re: visitation	.25	\$17.50
01/89	JBM	Calls with Mary Copperman; meeting with Sandy	.25	\$25.00
02/89	DSO	Inter-office strategy conference	.20	\$30.00
03/89	JAB	Call from client; conference with DSO; conference with JBM re: trial strategy	.75	\$350.00
03/89	DSO	Inter-office strategy conference	.20	\$30.00
06/89	JAB	Review answers to interrogatories	1.00	\$70.00
07/89	JAB	Phone conference with Reynolds re: economic theories	.40	\$28.00
08/89	DSO	Inter-office strategy conference; review correspondence and pleadings transmitted by counsel for Nate; inter-office strategy conference	.50	\$75.00
08/89	JAB	Letter to M. Corporon re: visitation (J. Schefer ill)	.20	\$14.00
08/89	JAB	Review Motion for Contempt	.30	\$21.00
08/89	JAB	Letter to M. Corporon re: contempt	.30	\$21.00
09/89	DSO	Inter-office strategy conference	.20	\$30.00
09/89	HSM	Review and revise pleadings and disclosure documents; letter	1.75	\$61.25
12/10/89	DSO	Review and revise correspondence; inter-office strategy conference	.20	\$30.00
12/10/89	HSM	Call with client; call with S Reynolds; conference with JAB	1.15	\$40.25
12/12/89	DSO	Review tax, ERISA and qualified domestic relation order; plan case strategy	.40	\$60.00
12/13/89	DSO	Inter-office strategy conference; research case issues; direct trial preparation	1.20	\$180.00
02/13/89	JBM	Meeting with DSO, JAB and HSM re: deposition	.75	\$75.00
02/13/89	JAB	Conference with JBM and DSO re: trial strategy	.75	\$52.50
02/13/89	HSM	Conference with JAB, DSO and JBM; call with police dept.	.80	\$28.00
02/14/89	HSM	Call with client; call with Sheriffs office; call with Mr Butler; call with Sheriffs office again	1.00	\$35.00

14/89

Cycle: 1M

95190401 Joanie Schaffer

Cases Rendered:

14/89 HSM

Call witness; call; prepare trial exhibits; review and revise files; call with Sheriff; call from Deputy Cook

3.50 \$122.50

15/89 HSM

Conference with Mr & Mrs Butler witnesses

1.00 \$35.00

15/89 HSM

Call with Janice Sargent; call with client; call; memo and letter

1.25 \$43.75

16/89 HSM

Call with client; memo; call with opposing counsel; conference with JAB and OSD; letter

1.30 \$45.50

16/89 HSM

Call with client; call with M Corporan

.50 \$17.50

16/89 KJ

Call with Joan Schaffer re: deposition of Nathan

.25 \$5.00

17/89 JBM

Prepare for deposition

1.00 \$100.00

17/89 HSM

Call; review and revise counseling records, foreclosure letters for depositions

1.75 \$61.25

17/89 HSM

Call with client; call with opposing counsel; conference with JBM

1.50 \$52.50

18/89 JBM

Review files and preparation for deposition of Nathan Schaffer

5.00 \$500.00

19/89 OSD

Review inter-office memos; plan case strategy; draft processing instructions

.30 \$45.00

20/89 OSD

Inter-office strategy conference

.20 \$30.00

20/89 HSM

Discovery; visit to other side to copy documents

2.00 \$70.00

20/89 HSM

Call from client; call with witnesses

1.25 \$43.75

21/89 JBM

mother; call from client Preparation for and take deposition of Nathan Schaffer

8.00 \$800.00

21/89 HSM

Call Steve Reynolds

.25 \$8.75

21/89 HSM

Memo; collate letter; memos for deposition

.40 \$14.00

22/89 OSD

Inter-office strategy conference; telephone conference with Dr Sargent; plan case strategy

.50 \$75.00

22/89 HSM

Prepare tax return exhibit

.50 \$17.50

22/89 HSM

Call with MCorporon; call with client; call with M Corporon; more calls with client

2.25 \$78.75

22/89 OSD

Inter-office strategy conference

.30 \$45.00

23/89 KJ

Call with client

.25 \$5.00

23/89 OSD

Inter-office strategy conferences

.60 \$90.00

23/89 HSM

Collate exhibits for trial; call; dictate subpoena; inspect documents

2.95 \$103.25

23/89 HSM

Call with client; conference with OSD; conference with client; collect copy documents; review and revise documents; travel

1.75 \$61.25

24/89 HSM

Call with client and opposing counsel; prepare financial exhibits

.50 \$17.50

24/89 JBM

Meeting with Joan Schaffer; attend deposition of Joan Schaffer; meeting with OSD

4.00 \$400.00

24/89 OSD

Inter-office strategy conferences; review and edit exhibits; plan case telephone conference with

3.80 \$570.00

4/89

PAGE: 3

95190401 Joanie Schatter

Cycle: 1M

Fees Rendered:

Information to Joan

Matter Total 61.50 \$4,998.25

Summary:

JBM - \$1,900.00  
HSM - \$957.25  
KJ - \$10.00  
JAB - \$616.00  
USD - \$1,515.00

1 - \$4,998.25

Accounts Receivable:

/01/89		Beginning Balance:	\$9,269.75
/23/89	7638	Witness fees LT. Col Clifton Butler	\$18.00
/23/89	7640	Witness fees Deputy Steve Cook	\$15.00
/23/89	7641	Witness fees MRs. Clifton Butler	\$18.00

Balance Due: \$9,320.75

Total Fees Charged	\$9,132.25
Total Fees Paid	\$ .00
Total Fees Balance	\$9,132.25

Total Cost Charged	\$188.50
Total Cost Paid	\$ .00
Total Cost Balance	\$188.50

Aging Summary

Current	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS	OVER 120 DAYS
\$896.00	\$1,692.00	\$1,642.00	\$1,089.75	\$4,001.00

Trust Ledger:

02/01/89	Beginning Balance:	\$1,000.00
	Balance:	\$1,000.00

Total Trust Receipts:	\$1,000.00
Total Trust Disbursements:	\$ .00
Total Trust Balance:	\$1,000.00

Grand Total for this Matter \$14,319.00

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## \* Grand Totals \*

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	\$4,998.25
nts Receivable:	\$9,320.75
led A/R:	\$ .00
:	\$1,000.00
Total:	\$14,319.00

COHNE, RAPPAPORT & SEGAL  
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 SALT LAKE CITY, UT 84147-0008 532-2666

Joanie Schaffer  
 258 East 7800 South  
 Sandy, Utah 84121

#: 95190401 Joanie Schaffer

Statement For 01/01/89 to 01/31/89

Date	Initials	Description	Hours	Amount
02/02/89	DSO	Review correspondence & pleadings; plan case strategy	0.20	\$30.00
03/03/89	DSO	Inter-office strategy conference	0.20	\$30.00
03/03/89	JAB	Call from client re: visitation	0.30	\$21.00
03/03/89	JAB	Draft Motion for continuance of trial, divorce	0.25	\$17.50
04/04/89	DSO	Inter-office strategy conference; review file and prepare for hearing	0.40	\$60.00
04/04/89	JAB	Phone call with client re: divorce hearing	0.25	\$17.50
05/05/89	DSO	Review proposed findings of fact, conclusion of law and decree; inter-office strategy conference; draft letter to Joan	0.30	\$45.00
05/05/89	DSO	Conduct hearing; inter-office strategy conference	1.10	\$165.00
05/05/89	JAB	Divorce hearing	1.00	\$70.00
05/05/89	JAB	Call from client re: visitation	0.30	\$21.00
09/09/89	DSO	Inter-office strategy conference	0.20	\$30.00
09/09/89	JAB	Call from client re: evaluation	0.20	\$14.00
09/09/89	DSO	Review memo and documents from Joan; plan case strategy	0.50	\$75.00
12/12/89	JAB	Call from client	0.20	\$14.00
12/14/89	DSO	Research treatise re: case issues; plan trial presentation and strategy	0.50	\$75.00
12/23/89	JAB	Call from P. Sargeant re: sale of house	0.30	\$21.00
01/24/89	DSO	Review correspondence from Mtye Co.; inter office-strategy conference	0.20	\$30.00
01/26/89	DSO	Inter-office strategy conference	0.20	\$30.00
01/26/89	JAB	Call from client	0.30	\$21.00
01/29/89	DSO	Review inter-office memo's; plan case strategy; draft processing instructions	0.20	\$30.00
01/30/89	JAB	Call from client re: funds in savings	0.40	\$28.00

Matter Total 7.50 \$845.00

Beginning Balance: \$8,424.75

\$845.00

Legal Fees - See Matter Total

Balance Due: \$9,269.75

01/89  
31/89

JOHN E. RAPPAPORT & SEGAL  
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 SALT LAKE CITY, UT 84147-0008 502-2666

Joanie Schaffer  
 1258 East 7800 South  
 Sandy, Utah 84121

en : 95190401 Joanie Schaffer

Statement For 12/01/88 to 12/31/88

12/01/88	USD	telephone conference with counsel for Nate; inter-office strategy conference	0.60	\$90.00
12/01/88	JAB	telephone conference with client re: M. Corporon	0.40	\$28.00
12/02/88	USD	Review pleadings transmitted by counsel; note, inter-office strategy conference	0.30	\$45.00
12/02/88	USD	Review financial statement and settlement proposal; inter-office strategy conference	0.30	\$45.00
12/02/88	JAB	Call with client re: visitation; call with M. Corporon re: visitation; review financial statement for pre-trial conference	1.70	\$119.00
12/05/88	USD	Inter-office strategy conference	0.20	\$30.00
12/05/88	JAB	Prepare child support worksheet, financial declaration and proposed settlement; phone calls to client and to M. Corporon and conference with USD	2.10	\$147.00
12/05/88	JAB	Review financial declaration, support schedule meeting with client	1.30	\$91.00
12/06/88	USD	Inter-office conference re: case developments	0.20	\$30.00
12/07/88	USD	Review minute entry; inter-office strategy conference	0.30	\$45.00
12/07/88	JAB	Attend pretrial hearing	1.30	\$91.00
12/08/88	JAB	Call to J. Schaffer; call to M. Corporon re: visitation	0.30	\$21.00
12/11/88	USD	Review correspondence from counsel for Nate; plan case strategy; draft processing instructions	0.30	\$45.00
12/12/88	JAB	Letter to M Corporon; review accounting from N Schaffer; call with client; draft objection to motion to bifurcate	2.50	\$175.00
12/13/88	JAB	Edit letter to M Corporon	0.20	\$14.00



15/88	JAL	Call from client re: visitation	0.30	\$21.00
15/88	JAB	Review financial statements	0.90	\$63.00
16/88	DSL	Telephone conference with counsel for	0.20	\$30.00
		Nate. Inter-office strategy conference		
19/88	DSL	Review pleadings transmitted by counsel	0.20	\$30.00
		for Nate Inter-office strategy		
		conference	0.20	\$30.00
26/88	DSL	Review notice from court; draft		
		processing instructions	0.20	\$30.00
27/88	DSL	Inter-office strategy conference	0.40	\$28.00
27/88	JAB	Meeting with DSL re: strategy and child		
		custody evaluation	0.20	\$30.00
28/88	DSL	Inter-office strategy conference	0.90	\$63.00
29/88	JAB	Calls with client: call with M Corporon		
		re visitation, custody and continuance		
		of trial	1.50	\$105.00
28/88	JAB	Review objection to bifurcated trial	0.40	\$60.00
29/88	DSL	Inter-office strategy conferences	1.80	\$126.00
29/88	JAB	Attend hearing on motion to Bifurcate;		
		calls with client	0.40	\$60.00
2/30/88	DSL	Inter-office strategy conferences		
		Matter total	19.60	\$1,692.00
2/01/88		Beginning Balance:		\$6,732.75
2/31/88		Legal fees - See Matter total		\$1,692.00
		Balance Due:		\$8,424.75

COHNE, RAPPAPORT & SEGAL  
P.O. BOX 11008  
SALT LAKE CITY, UT 84147-0008 532-2666

Joanie Schaffer  
2258 East 7800 South  
Sandy, Utah 84121

er : 95190401 Joanie Schaffer

Statement For 11/01/88 to 11/30/88

1/01/88	JAG	Call from client	0.25	\$17.50
1/02/88	JAB	Call with client	0.60	\$42.00
1/04/88	USD	Research treatise re: award of alimony; research and plan case preparation and strategy	0.80	\$120.00
1/07/88	USD	Inter-office conference re: case developments; inter-office strategy conference	0.40	\$60.00
11/08/88	USD	Review certificate of readiness for trial; draft objection to certificate and processing instructions; inter-office strategy conference	0.30	\$45.00
11/10/88	JAB	Call from client re: visitation; letter to J Arnett	0.30	\$21.00
11/10/88	JAB	Call with client	0.30	\$21.00
11/11/88	USD	Review pleadings transmitted by counsel for Nate; inter-office strategy conference	0.30	\$45.00
11/11/88	JAB	Review defendants motion re: contempt	0.25	\$17.50
11/14/88	JAB	Call with client; call with P Sargent; call with M Gibson; draft subpoena	1.10	\$77.00
11/14/88	JAG	Call with P Sargent; draft affidavit	0.80	\$56.00
11/15/88	USD	Research recent decision of Utah Supreme Court and change in Court rules affecting case issue areas; plan case strategy	0.30	\$45.00
11/16/88	JAB	Review file for violations of restraining order	0.30	\$21.00
11/16/88	JAB	Edit affidavit of P Sargent; meeting with M Gibbons; call to J Schaffer	0.80	\$56.00
11/17/88	JAB	Meeting with client	2.60	\$182.00
11/18/88	USD	Inter-office strategy conference	0.20	\$30.00
11/18/88	JAB	Review affidavit of Nathan Schaffer; Call from R Olsen; draft affidavit of J Schaffer; meeting with J Schaffer	2.30	\$161.00

1/19/88	OSJ	Inter-office strategy conference	0.20	\$30.00
1/19/88	OSJ	Research treatise and cases re: valuation of and division of professional practices. plan case strategy	1.00	\$150.00
1/20/88	AB	Draft response to order to show cause: deal with client	0.70	\$49.00
1/21/88	AB	Meeting with client. review telephone recordings	2.10	\$147.00
1/22/88	OSJ	Inter-office conference re: case developments	0.10	\$15.00
1/22/88	AB	Prepare for and argue motion for contempt	2.70	\$189.00
1/23/88	OSJ	Telephone conference with new counsel for Nate	0.30	\$45.00

Matter Total 19.00 \$1,642.00

1/01/88		Beginning Balance:		\$5,076.25
1/16/88		Witness fees		\$14.50
1/30/88		Legal fees - See Matter Total		\$1,642.00

Balance Due: \$6,732.75

COIN- 83200002 x 5604  
 > 0 BOX 11008  
 5-11 LAK- CUY, UT 84147-0008 532-2660

Joanie Schaffer  
 1258 East 800 South  
 Sandy, Utah 84121

an 85140401 Joanie Schaffer

statement for 10/01/88 to 10/31/88

10/02/88	DSU	Review correspondence and pleadings transmitted by counsel for Nate, plan case strategy	0.30	\$45.00
10/03/88	USD	Draft stipulation order and letter to counsel for Nathan, inter-office strategy conference	0.30	\$45.00
10/04/88	DSU	Inter-office strategy conference	0.20	\$30.00
10/04/88	DSU	Inter-office conference re: case development	0.20	\$30.00
10/04/88	JAB	Call from J. Arnett call to P Sargent re: sale of house	0.40	\$28.00
10/04/88	JAB	Call from client review documents for hearing	1.80	\$126.00
10/05/88	DSU	Inter-office strategy conference, draft letter to Joan	0.30	\$45.00
10/05/88	JAB	Prepare for and attend hearing with Judge Rolich; meeting with DSU	2.50	\$175.00
10/06/88	JAB	Review of proposal	0.25	\$17.50
10/07/88	JAB	Call from client re: visitation	0.30	\$21.00
10/10/88	DSU	Research treatise re: valuation of professional license; plan case strategy	0.30	\$45.00
10/13/88	DSU	Inter-office strategy conference	0.20	\$30.00
10/13/88	FB	Call with Steve Reynolds and Joanie re: economic evaluation; memo to Julie	0.50	\$22.50
10/15/88	RMB	Call re: problems with Husband	0.10	\$8.00
10/18/88	DSU	Review message from Joan; inter-office strategy conference	0.30	\$45.00
10/19/88	JAB	Call from client	0.40	\$28.00
10/24/88	DSU	Conference with Steve Reynolds, inter-office strategy conference	0.40	\$60.00
10/24/88	FB	Conference with DSU, JAB and Steve Reynolds re: evaluation/ economic	0.25	\$11.25
10/24/88	JAB	Prepare for and attend meeting on equitable restitution	2.60	\$182.00

25/88	DSU	Inter-office strategy conference	0.20	\$30.00
26/88	DSU	Inter-office strategy conference	0.20	\$30.00
26/88	JAB	Call from T. Arnett re: order	0.30	\$21.00
		Matter Total	12.30	\$1,075.25
		Beginning Balance:		\$4,001.00
01/88		Legal Fees - See Matter Total		\$1,075.25
31/88		Balance Due:		\$5,076.25

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P.O. BOX 11008  
SALT LAKE CITY, UT 84147-0008 532-2666

Danie Schaffer  
258 East 7800 South  
andy, Utah 84121

in : 95190401 Joanie Schaffer

Statement For 09/01/88 to 09/30/88

Date	Initials	Description	Hours	Amount
09/01/88	JAB	Call from client	0.30	\$21.00
09/04/88	OSD	Review recent Utah Supreme Court decree re: tart action and divorce action; plan case strategy	0.40	\$60.00
09/06/88	JAB	Call from client	0.50	\$35.00
09/07/88	OSD	Telephone call with Joan; draft letter to Joan: inter-office strategy conference	0.50	\$75.00
09/09/88	JAB	Call from client	0.30	\$21.00
09/12/88	JAB	Call from client	0.25	\$17.50
09/12/88	BSN	Draft subpoenas	0.55	\$13.75
09/13/88	OSD	Review correspondence from counsel for Nate: inter-office strategy conference	0.20	\$30.00
09/13/88	OSD	Review inter-office memo; plan case strategy	0.20	\$30.00
09/13/88	JAB	Review subpoena's for documents	0.30	\$21.00
09/13/88	BSN	Contact U of U Medical Center and Vetrans Hospital re: Dr. Schaffer; draft notice of deposition and letters to each Hospital	0.75	\$18.75
09/13/88	BSN	Edit discovery material to VA and U of U Medical Centers	0.45	\$11.25
09/14/88	JAB	Call from T Arnett; call to client re: documents needed by client	0.50	\$35.00
09/15/88	OSD	Review correspondence and documents transmitted by Joan; plan case strategy	0.20	\$30.00
09/16/88	OSD	Inter-office conference re: case developments; review message from Joan; plan case strategy	0.40	\$60.00
09/16/88	BSN	Serve subpoena on the V.A. Hospital	0.75	\$18.75
09/16/88	BSN	Serve subpoena upon University of Utah Medical Center	1.70	\$42.50
09/20/88	BSN	Retrieve documents from University of Utah; arrange for supplemental information	0.75	\$18.75

			0.30	\$21.00
			0.40	\$10.00
1/88	JAB	Call from client		
1/88	BSN	Calls to University of Utah Medical Center and V.A. Hospital re: subpoenas	0.50	\$35.00
		Call from client	0.80	\$120.00
1/88	JAB	Inter-office strategy conference;		
2/88	DSO	review files, pleadings and documents transmitted by Joan to prepare for hearing; plan case strategy	1.20	\$84.00
2/88	JAB	Review documents from VA and U of U; call to Va re: wages of N Shafer; meeting with DSO re: hearing on objection to commissioners ruling	2.50	\$375.00
23/88	DSO	telephone conference with Joan; prepare for and conduct hearing; inter-office strategy conference	0.50	\$20.00
23/88	FBT	Office conference with DSO re: case status; prepare for hearing	1.00	\$40.00
		Organize file; review	0.50	\$35.00
24/88	FBT	Call from client	0.20	\$30.00
27/88	JAB	Inter-office strategy conference	0.40	\$28.00
28/88	DSO	Calls with R Olsen re: spouse abuse		
29/88	JAB			
		Matter Total	17.30	\$1,357.25
		Beginning Balance:		\$2,628.75
				\$15.00
01/88		Witness fees		
1/14/88		and mileage for Margie Richins Veterans Administration		\$1,357.25
		Legal Fees - See Matter Total		\$4,001.00
3/30/88		Balance Due:		

COHNE, RAPPAPORT & SEGAL  
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Joanie Schaffer  
 2258 East 7800 South  
 Sandy, Utah 84121

er : 95190401 Joanie Schaffer

Statement For 08/01/88 to 08/31/88

Date	Initials	Description	Hours	Amount
3/01/88	JAB	Draft motion, affidavit and temporary restraining order; meeting with client; meet with Judge Rokich	2.60	\$182.00
3/01/88	OSD	Inter office strategy conference	0.20	\$30.00
3/02/88	JAB	Travel to court to have temporary restraining order issued; call from client	1.30	\$91.00
8/03/88	JAB	Call from T. Arnett	0.20	\$14.00
8/05/88	JAB	Call to T. Arnett; two calls with client re: visitation	0.40	\$28.00
8/08/88	JAB	Call from client re: temporary support	0.25	\$17.50
8/09/88	JAB	Two calls from client	0.30	\$21.00
8/10/88	OSD	Review draft of arbitration notes. Inter office strategy conference	0.30	\$45.00
8/11/88	OSD	Inter office conference re: case development; review files & prepare for hearing; conduct hearing	2.30	\$345.00
08/11/88	JAB	Two calls from client; prepare for and attend order to show cause hearing	2.10	\$147.00
08/16/88	JAB	Call from client	0.25	\$17.50
08/19/88	OSD	Review commissioner's recommendation; plan case strategy; inter-office strategy conference	0.30	\$45.00
08/19/88	JAB	Call from T. Arnett	0.40	\$28.00
08/23/88	JAB	Call from T. Arnett	0.20	\$14.00
08/24/88	OSD	Inter-office strategy conference; telephone conference with Joan; inter office strategy conference; draft objection, proposed order and transmittal letter; draft processing instructions	0.80	\$120.00
08/24/88	JAB	Call with client; strategy conference with OSD	0.50	\$35.00
08/25/88	BSN	Review file	0.55	\$13.75
08/25/88	JAB	Two calls from client	0.60	\$42.00



			0.30	\$21.00
		Call from client	0.20	\$30.00
88	JAB	Review pleadings transmitted by counsel		
88	DSO	for Nathan; plan case strategy	0.20	\$30.00
		inter-office strategy conference	0.30	\$45.00
88	DSO	Review and revise correspondence and		
88	DSO	pleadings; inter-office strategy		
		conference	0.30	\$21.00
		Call from client	0.20	\$30.00
88	JAB	inter-office strategy conference	0.30	\$21.00
88	DSO	Call from client		
88	JAB			
		Matter Total	15.35	\$1,433.75

Beginning Balance:

\$1,164.00  
\$16.75

1/88		Service of process		\$14.25
2/88		Temporary restraining order		\$1,433.75
		Service of process		
10/88		Legal Fees - See Matter Total		\$2,628.75
31/88				
		Balance Due:		

## **APPENDIX E**

THOMAS N. ARNETT, JR. (0128)  
Attorney for Defendant  
310 South Main Street, Suite 1309  
Salt Lake City, Utah 84101  
Telephone: (801) 363-4600



IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

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JOAN E. SCHAFER,	:	
	:	STIPULATION AND PROPERTY
Plaintiff,	:	SETTLEMENT AGREEMENT
	:	
vs.	:	
	:	Civil No. D88-2670
NATHAN C. SCHAFER,	:	
	:	Judge John A. Rokich
Defendant.	:	

-----ooo0ooo-----

COME NOW the parties in the above-entitled action and  
hereby stipulate and agree as follows:

1. That the parties wish to resolve the issues in the  
above-entitled action in accordance with the terms and provisions  
of this Stipulation.
2. That, subject to the Court approving this Stipulation  
and incorporating its terms and provisions into a Decree of  
Divorce, the defendant agrees that his Answer and Counterclaim may  
be withdrawn, that his default may be entered, and that the  
plaintiff may proceed to obtain a default divorce without further  
notice to defendant.
3. That there are two minor children born as issue of  
this marriage, to-wit: Zachary Meir Schafer, born 4-28-83; and  
Lillian Lara Schafer, born 6-19-85; and that the plaintiff is a  
fit and proper person to be awarded the care, custody and control

of said minor children, subject to liberal and reasonable rights of visitation in the defendant, as set forth below. That a review of custody and visitation may be arranged after the restructured family has been stabilized for a year or two and the parties can take an impartial view of their mutual needs and desires at that time. Such a process should be done by mutual consent and via mediated agreement should it be necessary.

4. That the defendant should be awarded liberal and reasonable rights of visitation as follows:

a. Every Friday from 6:00 p.m. until Saturday at 6:00 p.m.;

b. By mutual consent, the above may be changed to every other weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.;

c. Additional weekday evenings, as dictated by the needs of the children and the defendant;

d. The defendant should notify the children and discuss with them any time when he will be out of town or otherwise unable to exercise visitation;

e. Alternating holidays, and the parties agree to flexibility in sharing family holidays with each other for the benefit of the children, and the parties may elect to share holidays with the minor children at the home of the custodial parent;

f. That vacations should be negotiated within the family as needed by each parent;

g. Other times and places as agreed between the parties.

5. That the defendant should be ordered to pay to the plaintiff child support in the sum of \$1,100.00 per month, for the benefit of the minor children of the parties, until each child reaches the age of majority or that child's high school class graduates, whichever occurs last. That if either of the children pursue higher education, then the defendant should be ordered to continue paying child support for that child directly to that child until age 22 or graduation from college, whichever occurs first. That if either of the children pursues higher education, then the plaintiff should be ordered to pay child support for that child directly to that child in an amount equal to the prorata portion the defendant is paying based upon their respective gross incomes. That the defendant should be awarded the right to claim the minor children for income tax purposes and the plaintiff should be ordered to execute the necessary waivers each year to allow the defendant to make such claim.

6. That the defendant should be ordered to pay to the plaintiff alimony in the sum of \$900.00 per month for a period of 36 months from the date of the Decree of Divorce, when the alimony shall then terminate. That the alimony shall also terminate upon the plaintiff's remarriage, cohabitation, or death, if any of these events occur prior to 36 months from the date of divorce.

7. That the home of the parties located at 2258 East 7800 South, Salt Lake City, Utah, should be ordered sold immediately, and/or turned back to the mortgage company, whichever can be

accomplished first and with the least financial detriment to the parties. That both parties should be ordered to cooperate in taking whatever steps are necessary to accomplish these steps. That the defendant should be ordered to assist the plaintiff and the minor children in moving to their new residence but that the plaintiff should be ordered to pay for the costs of that move.

8. That the plaintiff should be awarded the 1983 Subaru GL automobile and the defendant should be awarded the 1985 Volkswagen Jetta automobile.

9. That the plaintiff should be awarded the furniture, furnishings, fixtures and appliances presently located in the home of the parties, except for the following items of personal property, which should be awarded to the defendant:

That the defendant should be awarded the personal property currently in his possession.

10. That all of the parties' joint financial assets, consisting of savings, stocks, bonds, defendant's retirement accounts, and any other financial accounts, should be divided equally between the parties. That if said financial assets total less than \$30,000.00, then the defendant should be ordered to pay to plaintiff the amount necessary to equal \$30,000.00.

11. That the defendant should be ordered to maintain his existing health insurance available through his employment for the

benefit of the minor children of the parties. That each party should be ordered to assume and pay one-half of any medical or dental expense incurred for the benefit of the minor children of the parties which is not paid by insurance.

12. That the defendant should be ordered to maintain at least \$300,000.00 of life insurance on his life for the benefit of the minor children of the parties, wherein the minor children are named as the sole, primary and irrevocable beneficiaries thereon.

13. That each party should be ordered to assume and pay his or her own separate debts incurred since the separation of the parties herein, and hold the other party harmless therefrom.

14. That each party should be ordered to assume and pay his or her own attorneys' fees and costs incurred herein.

STATE OF UTAH                    )  
                                      :ss.  
COUNTY OF SALT LAKE)

Joan E. Schafer, being first duly sworn, deposes and says that she is the plaintiff herein; that she has read the foregoing Stipulation and Property Settlement Agreement and knows and understands the contents thereof; and that the same is true of her own knowledge, except as to matters therein stated on information and belief, and as to such matters, she believes them to be true.

\_\_\_\_\_  
JOAN E. SCHAFER  
Plaintiff

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

My Commission Expires:

\_\_\_\_\_  
Notary Public

STATE OF UTAH            )  
                              :ss.  
COUNTY OF SALT LAKE)

Nathan C. Schafer, being first duly sworn, deposes and says that he is the defendant herein; that he has read the foregoing Stipulation and Property Settlement Agreement and knows and understands the contents thereof; and that the same is true of his own knowledge, except as to matters therein stated on information and belief, and as to such matters, he believes them to be true.

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NATHAN C. SCHAFER  
Defendant

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

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Notary Public

KW130.26