

1982

L. Craig Knudson and Lewis Craig Knudson v. Utah State Department of Social Services and Goldie Knudson : Brief of Respondents

Utah Supreme Court

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Thompson E. Fehr; Attorneys for Plaintiff-Appellant;

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IN THE SUPREME COURT OF THE STATE OF UTAH

L. CRAIG KNUDSON, a/k/a)
LEWIS CRAIG KNUDSON,)
)
Plaintiff-Appellant,)

vs.)

Case No. 18162

)
UTAH STATE DEPARTMENT OF)
SOCIAL SERVICES and)
GOLDIE KNUDSON,)

)
Defendants-Respondents.)

BRIEF OF RESPONDENTS

Appeal from an Order of the Third Judicial
District Court for Salt Lake County, State
of Utah, Honorable G. Hal Taylor presiding.

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FILED

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Clerk, Supreme Court, Utah

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Reeves v. Reeves, 556 P. 2d 1267 (Utah 1976)

Roberts v. Roberts, 592 P.2d 597 (Utah 1978)

Ross v. Ross, 592 P.2d 600 (Utah 1979)

Ruffinengo v. Miller, 579 P.2d 342 (Utah 1978)

Searle v. Searle, 588 P.2d 689 (Utah 1978)

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Wyoming Wool Marketing Ass'n v. Urruty, 394 P.2d 905 (Wyo. 1964)

47 ALR 3d 1031, Right to Credit on Accrued Support Payments
for Time Which Child is in Father's Custody
or for Other Voluntary Expenditures

Statutes Cited

Uniform Civil Liability for Support Act, § 78-45-1 et. seq.,
Utah Code Annotated, 1953, as amended

Public Support of Children Act, § 78-45b-1 et seq., Utah Code
Annotated, 1953, as amended

§ 78-45-7, Utah Code Annotated, 1953, as amended

§ 78-45-9, Utah Code Annotated, 1953, as amended

§ 78-45b-3, Utah Code Annotated, 1953, as amended

§ 78-45b-6, Utah Code Annotated, 1953, as amended

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Plaintiff-Appellant,)
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UTAH STATE DEPARTMENT OF)
SOCIAL SERVICES and)
GOLDIE KNUDSON,)
)
Defendants-Respondents.)

Case No. 18162

STATEMENT OF THE NATURE OF THE CASE

This is an action for reimbursement for reasonable child support from the father of a child arising from a grant of public assistance by the Utah State Department of Social Services to the mother of the child on and for the benefit of the child, prior to the entry of any order of support.

DISPOSITION IN THE LOWER COURT

The Utah State Department of Social Services initiated administrative proceedings against L. Craig Knudson pursuant to Title 78, Chapter 45b, Utah Code Annotated, 1953, as amended. After hearing, the administrative law judge ordered that the Utah State Department of Social Services was entitled to reimbursement from L. Craig Knudson in the amount of \$ 729.00. The administrative order was appealed to the Third Judicial District Court for Salt Lake County and reviewed by the Court without argument by the parties, as the parties had stipulated that the case could

be decided upon the briefs filed. The Honorable G. Hal Taylor upheld the administrative order.

RELIEF SOUGHT ON APPEAL

Respondents seek affirmance of the Lower Court's decision and Order.

STATEMENT OF FACTS

Except as stated below, Respondents agree with the Statement of the Facts (and Summary of the Facts) set forth in the Brief of Appellant. Exceptions numbered 1, 2 and 3 are not deemed material to the issues raised on appeal, but are made for over-all consistency in response to Appellant's brief. The exceptions are as follows (page numbers refer to the Brief of Appellant):

1. statements concerning L. Craig Knudson's prior employment and date of employment with LaBelle's (in relation to the birth of the child) are not in the record (page 2).

2. statement that Goldie Knudson accepted the security deposit is not in the record (page 3). The record states only that a security deposit was received; but not by whom it was received (R. 44, 59).

3. statements concerning details of the parties separation (page 3), e.g. "grand opening" are not in the record.

4. statement that L. Craig Knudson and Goldie Knudson had reached an oral agreement for free rent in lieu of cash support payments (page 4) is supported in the record only by L. Craig Knudson's assertion that he recited such an agreement to

a gentleman who called him from the State of Utah (R. 46) - there is no evidence that an agreement was made, i.e. the record does not state the particulars of the agreement and the time, date, terms and mutual consent of the parties. L. Craig Knudson merely stated that he did not make enough money to support himself and pay her obligations (R. 46) and thereafter believed, subjectively, that in-kind payments satisfied his obligations of support. There is no evidence that this was the agreement of Goldie Knudson. The record therefore does not support the second summary statement of fact (page 8).

5. statement that L. Craig received the first telephone call during October, 1978 (page 4). He received the call October or November, 1978 (R. 46).

6. the failure to state that, prior to the first telephon call, L. Craig Knudson received a letter from the Utah State Department of Social Services demanding reimbursement which he totally ignored (R. 46).

7. statement that L. Craig Knudson hoped to effect a reconciliation is not in the record (page 4). He merely recited that he saw Goldie Knudson for a period on a daily basis because of an accident. His intentions were not stated (R. 50,51).

8. statement that no order of temporary alimony or child support was entered in the divorce action because L. Craig Knudson was paying the expenses associated with the housing of Goldie Knudson and the child (page 6 and seventh summary statement of fact, page 9). The record is completely silent as to the reason

no temporary order was entered (R. 39).

9. statement that since entry of the Decree, L. Craig Knudson has complied with all provisions thereof is not in the record (page 6).

10. technically the statement that Goldie Knudson was not called as a witness at the administrative hearing is correct (page 7); however, she was sworn (R. 50) and, although the strict formalities of case presentation were not followed at the hearing, her statements are relevant.

11. the fifth and sixth summary statements of fact (page 8) are not in the record but legal conclusions stating the facts to be as the Appellant contends them.

It is submitted that the facts are to be presented and viewed favorable to the order of the Lower Court and that the forgoing exceptions meet that requirement.

ARGUMENT

To facilitate the presentation of Respondent's arguments, the Appellant, L. Craig Knudson, shall hereinafter be referred to as "CRAIG"; the Respondent, Goldie Knudson, shall hereinafter be referred to as "GOLDIE"; and the Respondent, Utah State Department of Social Services, shall hereinafter be referred to as "DEPARTMENT".

POINT I: THE UTAH STATE DEPARTMENT OF SOCIAL SERVICES' RIGHT OF REIMBURSEMENT IS NOT BARRED BY THE DOCTRINE OF RES JUDICATA

The Appellant accurately states the basic principles

of res judicata, namely:

- (1) the present case involves the same parties or their privies as the prior action;
- (2) a final order or judgment has been rendered in the prior action; and
- (3) the issue in question in the present case was actually raised and decided, or could have been raised and decided, in the prior action.

Respondents agree with the Appellant that in the instant case, the second principle (or standard) has been met; but contends that neither the first principle nor the third principle are met. The divorce action, GOLDIE KNUDSON, plaintiff, vs. L. CRAIG KNUDSON, defendant, in the Second Judicial District Court of Weber County, State of Utah, Civil number 71529, constitutes the prior action under the Appellant's res judicata argument. It is submitted that (a) the instant case involves neither the same parties nor their privies as the prior action; and (b) the issue in question in the instant case was neither raised, nor could have been raised, in the prior action.

The key factor to be considered is that on November 29, 1978, Goldie assigned to the Department all monies payable to her or for her child from Craig. The Assignment of Collection of Support Payments is part of the record (R.) and a copy is included in the appendix, page 20, marked Exhibit A. It is clear that the Assignment of Collection of Support Payments was a complete and total assignment of all rights to collect support from Craig. Under the well established principles of assignments, at the time Goldie filed an action

for divorce, she had no legal right to collect, or attempt to collect, support from the Appellant for any month during which she had received public assistance from the Department.

When the Appellant argues that the "Department freely admitted in the course of its argument (R.144) that it is in privity with a party to the prior proceeding (Goldie)..." and asserts privity with Goldie (a) as a matter of fact by virtue of a written contract and (b) as a matter of law because of the derivative nature of the Department's claim, the Appellant misstates the legal effect of the assignment. Once an assignment is made, the assignee is the real party in interest and entitled to maintain an action on the assigned right. Lynch v. MacDonald, 367 P.2d 464 (Utah 1962); Campbell v. Peter, 162 P.2d 754 (Utah 1945). The assignor cannot sue the debtor. First National Bank of Topeka v. United Telephone Ass'n Inc., 353 P.2d 963 (Kan. 1960); Wyoming Wool Marketing Ass'n vs. Urruty, 394 P.2d 905 (Wyo. 1964); Harambee Enterprises, Inc. v. State Board of Agriculture, 511 P.2d 503 (Colo. 1973).

In the case of International Resources v. Danfield, 599 P.2d 515 (Utah 1979) this Court ruled that the doctrine of res judicata does not bar an assignor from maintaining an action against a debtor even though the assignee had brought a prior action. In the case of Bennion Ins. Co. v. 1st OK Corp., 571 P.2d 1339 (Utah 1977) this Court similarly ruled that a mortgagee (assignee) was not barred from maintaining an action since it was not party to prior litigation by the defendant. It is therefore clear that under assignment law.

the assignee and assignor are not considered to be in privity so as to support a defense of res judicata.

On November 29, 1978, Goldie had not filed for divorce. Appellant urges that the Department's failure to appear in the divorce action is fatal. The record does not present any evidence that the Department had notice of the divorce action. To assert that such failure to appear jeopardizes the Department's assigned rights, the Appellant must have established that the Department had notice of the divorce proceeding and opportunity to be heard. In the case of Ruffinengo v. Miller, 579 P.2d 342 (Utah 1978), the defendant-respondent had argued that a prior action by others who had identical claims to the plaintiff-appellant gave rise to the doctrine of res judicata or estoppel by judgment. In ruling in favor of the plaintiff-appellant, this Court stated (citation omitted) at pages 343 and 344:

As to the matter of collateral estoppel, it is to be noted Ruffinengo was not a party nor in privity with a party in the prior suit against Miller. Consequently, he cannot be bound by that proceeding. Collateral estoppel is not a defense as against a litigant who was not a party to the action and judgment claimed to have created an estoppel.

The proposition was clearly stated in Blonder-Tongue v. University of Illinois Foundation as follows:

Some litigants--those who never appeared in a prior action--may not be collaterally estopped without litigating the issue. They never had a chance to present their

evidence and arguments on the claim. Due process prohibits estopping them despite one or more existing adjudications of the identical issue which stand squarely against their position.

It is also to be noted that if the doctrine should be applied to these facts that Ruffinengo would be denied his constitutional right to appeal because he was not a party to the prior suit.

. . . .

Miller's further contention that Ruffinengo was "in privity" simply because he had an identical right to his neighbor's that was previously adjudicated is not persuasive. This is so for two basic reasons:

(1) It is not at all unforeseeable that Ruffinengo might reach a different result than did the other lot owners in the prior suit, simply because he may present a far different or convincing case.

(2) This court has a consistent policy of resolving doubts in favor of permitting parties to have their day in court on the merits of the controversy.

To rule in the instant case that the divorce action by Goldie barred action by the Department on its assigned right would result in denying the Department due process under the law. The Department would also be denied their constitutional right of appeal. The other considerations stated in the above quote similarly have bearing on this matter.

The mere fact that the Department's Assistance Payments

Administration Office approves an application for public assistance for a person, and takes update information thereafter at approximate six-month intervals, does not mean that such person advises the Department of every thing they subsequently do. Goldie was initially asked about any divorce action, but none was pending at the time of her application. The Department was not notified when the divorce complaint was filed or the divorce hearing was conducted. The Department, as assignee, had a legally protected right to reimbursement. The written assignment cannot now be ignored, or in effect rescinded, by saying that Goldie somehow reassumed those rights at the time of the divorce -- in essence -- rewriting the agreement of the Department and Goldie -- and adjudicated the Department's rights with violating the due process and right of appeal of the Department.

The divorce proceedings were conducted upon a written Stipulation and Property Agreement between Goldie and Craig (R.66, 69), Section 78-45b-3(4), Utah Code Annotated, 1953, as amended, provides:

(4) No agreement between any obligee and any obligor either relieving an obligor of any duty of support or responsibility therefor or purporting to settle past, present, or future support obligations either as settlement or prepayment shall act to reduce or terminate any rights of the department to recover from that obligor for support provided unless the department has consented to the agreement in writing.

This section has direct bearing on the assigned rights of the Department. No agreement -- even those made in an uncontested divorce action -- can act to terminate any rights -- especially

those vested by written assignment -- of the Department to recover from an obligor unless consented to in writing by the Department. This provision protects the Department's rights of due process and appeal. These rights are also protected by statute under Section 78-45-9, Utah Code Annotated, 1953, as amended, which require an obligee who has received public assistance to give^{notice} in writing to the Department of any action (including a divorce action) which involves the recovery of support. There being no evidence that the Department had notice of the divorce proceedings, they cannot be bound, nor can their previously assigned rights be jeopardized in the divorce proceeding.

Further, in the case of Searle Bros. v. Searle, 588 P.2d, 689 (Utah 1978), this Court at page 691 gave a legal definition of a person in privity with another and stated: "Our Court has said that as applied to judgments or decrees of court, privity means 'one whose interests have been legally represented at the time.'" At page 692, 46 Am. Jur. 2d. Judgments, Sec. 530, was quoted with approval, to-wit:

A party to the principal case is regarded as a stranger to the judgment rendered in the previous action where he was not directly interested in the subject matter thereof, and had no right to make defense, adduce testimony, cross-examine witnesses, control the proceedings or appeal from the judgment, even though he could have made himself a party to the previous action. The right to intervene in an action does not, in the absence of its exercise, subject

one possessing it to the risk of being bound by the result of the litigation, under the doctrine of res judicata. . . .
(Emphasis added)

The Searle case involved claims tied to a divorce proceeding. In the instant case, Goldie had assigned her right to receive support and did not attempt in any way in the divorce proceedings to legally represent the Department's. The Appellant places great weight in the fact that Goldie filed an Affidavit for Order to Show Cause in the divorce action. The mere filing of the affidavit is not legally significant since this Court has nothing else before it. The record is void as to whether an order to show cause was issued, a hearing was conducted, etc. Conjecture that Goldie realized after filing the affidavit that she could not pursue an assigned right is just as plausible as the Appellant's unsupported position that no order was entered because Craig was already providing support.

The Appellant cites the cases of Mecham v. Mecham, 570 P.2d 342 (Utah 1979) and Roberts v. Roberts, 592 P.2d 597 (Utah 1978). In the Mecham case, an explanation was made that the Department's right of reimbursement were derivative and no greater than Maxine Mecham's rights. The first important distinction with the instant case is that a written assignment, and the appertenant legal significances of a written assignment, were not at issue or even mentioned. There can be two forms of derivative rights. First, those assigned as in the instant case. Such rights in the assignee are no greater than which the assignor possessed at the time of the assignment.

Second, statutory rights as in the Mecham case. The statutory rights arise under the Uniform Civil Liability for Support Act, Section's 78-45-1 et seq., Utah Code Annotated, 1953, as amended, and the Public Support of Children Act, Sections 78-45b-1 et seq., Utah Code Annotated, 1953, as amended. These rights are also no greater than those possessed under the law by a support obligee and are specified in the statutes. While neither type of derived right is enlarged, the legal rights which vest and the protections afforded those rights are different. The Mecham case properly decided the Department's rights under a statutory right of reimbursement, but did not decide the effects of a valid, written assignment. Other distinctions with the instant case are:

(1) the Complaint for Divorce in Mecham case sought temporary alimony and child support; no evidence in the instant case.

(2) in the Mecham case, specific orders were made denying past alimony and requiring the parties to pay debts incurred since the filing; no such orders in instant case.

(3) the Department is not herein trying to modify the decree of divorce, but to enforce their assigned right of reimbursement which was clearly recognized in the cases of Reeves v. Reeves, 556 P.2d 1265 (Utah 1976) and State Division of Family Services v. Clark, 554 P.2d 1310 (Utah 1976).

In the Roberts case, the judgment of the Department was upheld because the Department had received notice of the

divorce proceeding and intervened. This case also dealt with statutory rights, not assigned rights, and properly decided the Department's rights under a statutory right of reimbursement. It, however, also did not decide the effects of a valid, written assignment.

POINT II: THE DEFENDANT RECEIVED DUE
PROCESS OF LAW AT THE ADMINISTRATIVE
HEARING

At the administrative hearing the Appellant was represented by counsel and testified at great length concerning his and Goldie's wealth, income and living standards. The administrative law judge also considered the Affidavit of Goldie (filed in the divorce action) (R.86), which affidavit was introduced at the hearing by the Appellant. The evidence presented covered both the period they lived together as husband and wife and the period they lived separate and apart. The purpose of the hearing was to determine Craig's liability, if any, under the assignment for the period December, 1978, through July, 1979. Since this was an assigned right, the Department could proceed to determine the liability under any available method. The Department choose the Public Support of Children Act. For the period in question no court order existed, but the Department had enforceable legal, and assigned, right of reimbursement as stated in the cases of State Division of Family Services v. Clark, 554 P.2d 1310 (Utah 1976) and Reeves v. Reeves, 556 P.2d 1265 (Utah 1976).

Section 78-45b-6(2), Utah Code Annotated, 1953, as amended, which provides:

(2) The administrative hearing examiner, after full and fair hearing, conducted in accordance with the rules and regulations of the department shall make specific findings regarding the liability and responsibility, if any, of the alleged responsible parent and the amount of such liability computable on the basis of the amount of assistance paid or to be paid. In making these findings, the hearing officer shall include in his deliberations the necessities and requirements of the child, exclusive of any income of the custodian of said child, the amount of the support debt claimed, the amount of assistance paid or to be paid, the abilities and resources of the responsible parent, and the public policy and intent of the legislature to require that children be maintained from the resources of responsible parents thereby relieving to the greatest extent possible the burden upon the general citizenry through welfare programs. . . .

and Section 78-45-7, Utah Code Annotated, 1953, as amended, are appropriate statutes by which the hearing was conducted. One relevant factor to be considered is that within one year from the period in question the decree of divorce set child support payments at \$150.00 per month. The evidence developed at the hearing clearly demonstrated that the circumstances of Craig and Goldie were not materially different during the period and at the time of the divorce. The administrative law judge is entitled to take notice of the decreed amount and make a conclusion that the amount was also fair and reasonable for the approximate year period preceeding the divorce. The administrative law judge did not assess Craig for all of the public assistance payments in violation of pronouncement in the second

to last paragraph of the Roberts case. A lower court is allowed reasonable discretion in considering the relevant factors outlined and should not be reversed absent a showing in the record of abuse of the discretion. Otero v. Williams, Case No. 16819 (Utah, filed May 8, 1980). The Appellant had a full and fair hearing which allowed him to present his case and which adduced sufficient information for the administrative law judge to make a determination of support during the period.

POINT III: A SUPPORT OBLIGOR IS NOT
UNCONDITIONALLY ENTITLED TO CREDIT
FOR IN-KIND PAYMENTS

In the instant case Craig testified that Goldie told him she was to receive public assistance and that he would be contacted by "welfare" (R.45). He totally ignored their first dunning (R.46) and claimed that they agreed to his mode of payment to Goldie. Such a claim was not accepted. The Department's immediate initiation of the notice of Determination of Financial Responsibility demonstrates the Department's failure to agree to his mode of payment. The evidence is not controverted that Craig did pay certain expenses for Goldie, mainly shelter expenses. The administrative law judge allowed him credit for the expenses paid that were actual costs, i.e. the lot rental, but refused to allow credit for equity payments. The Appellant asserts that he could have rented the trailer as an alternative, but this does not take into account the interest Goldie acquired in the property during their marriage. Although

title was in Craig's name, Goldie owned an equity in the trailer. Respondents cannot find case authority dealing with pre-divorce in-kind payments. The intent of child support is to allow the custodial parents latitude in deciding the needs of the child and not to permit the non-custodial parent to dictate where the monies are to be expended. This intent is clearly stated in the case of Ross v. Ross, 592 P.2d 600 (Utah 1979) where at pages 603-604 it is stated (footnotes omitted):

Plaintiff is entitled, however to credit for expenditures made on behalf of the children or defendant which do not specifically conform to the terms of the decree. To do so would permit plaintiff to vary the terms of the decree and to usurp from defendant the right to determine the manner in which the money should be spent. Only if the defendant has consented to the plaintiff's voluntary expenditures as an alternative manner of satisfying his alimony and child support obligation, can plaintiff receive credit for such expenditures.

The Appellant argues that an agreement between Craig and Goldie is operative, but such is not supported by the record. The annotation "Right to Credit on Accrued Support Payments for Time Which Child is in Father's Custody or for Other Voluntary Expenditures," 47 ALR 3d 1031, deals with the "in lieu of" payments relating to accrued child support payments under a divorce decree. However, the same factual problems exist whenever the Court delves into what sort of monetary value should be given. Undoubtedly these factual problems have given

rise to the general rule "that the father is not entitled as a matter of law to credit for such voluntary expenditures when they are made in a manner other than that specified by the support order or divorce decree." (47 ALR 3d, page 1039). The general rule is sound because if you begin making exceptions there is no factual or legal criteria upon which to base such exceptions. At what point do benefits begin and end, how are the benefits determined, and how much credit should be given are just a few of the questions that come to mind if petitioner's theories are followed. The benefit theory espoused could only lead to an administrative and legal nightmare. This is particularly true when the Department is involved, rather than the parties to the marriage.

The Appellant suggests the Department is substituting rubrics for reasoning in proposing that there was enrichment to Craig in making the trailer payments, and that the order of the Administrative Law Judge was entered on the same basis. The reasoning for the Department's position is that if the payments are made for a trailer, a home or a castle and the obligor is a benefactor to any degree in the increased value involved, then he is in fact enriched. In today's housing market that enrichment may well be a considerable amount. The obvious problem is that the extent of the enrichment becomes extremely difficult to determine. Should the amount be ascertained by selling the trailer or home, by an appraisal acceptable to all parties, by a bonefide offer or some other

formula? Who should participate in the increased equity value and to what extent? Should the Department provide support for children in all cases while the obligor makes house payments? As a practical matter, the problems become insurmountable. What is the simple solution? Prohibit the "in lieu of" payments. This solution is certainly not an illogical and incomprehensible theory as suggested by the petitioner, but represents a workable and sound basis for the resolution of the factual and legal problems which are inherent with the petitioner's proposed theories.

CONCLUSION

In the Reeves case, this Court stated "children are unconditionally entitled to support from their parents and the State is authorized by law and should be encouraged and aided as a matter of public policy to see that the responsibility is borne by them both initially and in any necessary subsequent proceedings". L. Craig Knudson may have assisted Goldie Knudson out of his desire to become reconciled to her. There is no basis under the law, however, to transfer his obligation to support his dependent minor child to the taxpayers of the State of Utah. Both the administrative law judge and the District Court properly ruled that L. Craig Knudson owes some duty of reimbursement to the State Department of Social Services. The duty placed upon him is not onerous and was reasonably and fairly adjudicated. The facts in this case support an order upholding the decision of the District Court.

It is respectfully submitted that this Court
sustained the decision of the lower court.

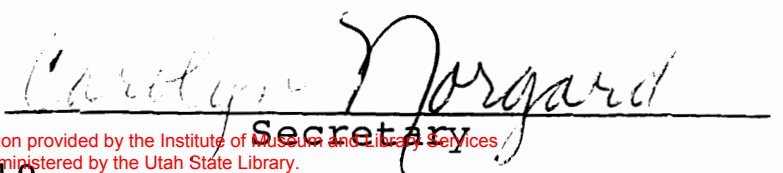
Respectfully submitted,

ROBERT D. BARCLAY
Deputy County Attorney

Attorney for Defendants
and Respondents

CERTIFICATE OF MAILING

I hereby certify that I mailed a true and correct
copy of the foregoing Brief of Respondent to Thompson E. Fehr,
Esq. of and for JENSEN & LLOYD, 870 Commercial Security Bank
Tower, 50 South Main Street, Salt Lake City, UT 84144 on this
12th day of April, 1982.


Secretary

UTAH STATE DEPARTMENT OF SOCIAL SERVICES
OFFICE OF RECOVERY SERVICES

ASSIGNMENT OF COLLECTION OF SUPPORT PAYMENTS

For public assistance received or to be received, or for action on the part of the Department of Social Services to effect collection of support,

I, Goldie Knudson 567-96-9814
(Name) (Soc. Sec. No.)

hereby assign, transfer and set over to the Department of Social Services, Office of Recovery Services, all monies payable to me or my child from any person as support or alimony. Said assigned amount shall be the amount past due or to become due me or my child.

I further authorize anyone whosoever, to deliver to the Department of Social Services, Office of Recovery Services, any and all drafts, checks, money orders or other negotiable instruments to be used by any person obligated to provide support or alimony. The Office of Recovery Services is hereby granted the power of attorney to act in my name in endorsing and cashing of any and all drafts, checks, money orders or other negotiable instruments received by the Department as support or alimony payments.

I agree to send or deliver to the Office of Recovery Services any and all support or alimony I may receive for the period of time I receive public assistance. I agree that I will not seek to collect child support and alimony through any alternative method while this assignment is in force.

I authorize the assignee to do every act it deems necessary to collect the support of alimony payments, including, but not limited to, taking any and all legal action it deems necessary or the compromising of my or our claims without further notice to me.

Signature Goldie Knudson Date Nov 29/78
Address 975 E. 6600 So. #1 Ogden UT 84403

Subscribed and sworn to before me, a Notary Public, this 29th day of November, 1978.

My Commission Expires: Mar 26, 81
Notary Public Wendy Quock
Residing at: Ogden, Utah