

2002

# Judy Cox, Plaintiff/Appellee v. Larry V. Cox, Defendant/Appellant : Reply Brief

Utah Court of Appeals

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Larry V. Cox; Pro Se.

Robert H. Wilde; Attorney for Plaintiff.

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## Recommended Citation

Reply Brief, *Cox v. Cox*, No. 20020183 (Utah Court of Appeals, 2002).  
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**IN THE UTAH COURT OF APPEALS**

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REPLY BRIEF OF APPELLANT

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Attorney for Judy Cox

**FILED**  
Utah Court of Appeals  
JUL 19 2002

IN THE UTAH COURT OF APPEALS

**Paulette Stagg**  
Clerk of the Court

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Judy Cox,	)	
	)	ORDER
Petitioner and Appellee,	)	
	)	Case No. 20020183-CA
v.	)	
	)	
Larry Cox,	)	
	)	
Respondent and Appellant.	)	

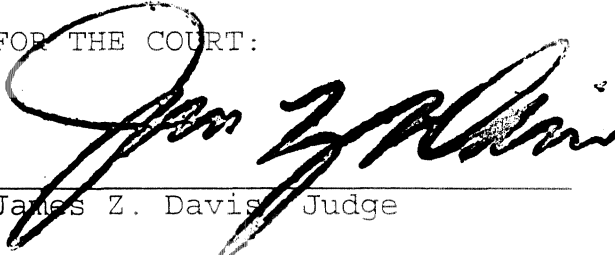
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Before Judges Davis, Greenwood, and Orme.

This case is before the court on Appellee's suggestion of mootness, pursuant to rules 23 and 37 of the Utah Rules of Appellate Procedure. IT IS HEREBY ORDERED that ruling on the motion is deferred pending plenary presentation of the issues presented on appeal.

DATED this 19<sup>th</sup> day of July, 2002.

FOR THE COURT:

  
\_\_\_\_\_  
James Z. Davis Judge

**IN THE UTAH COURT OF APPEALS**

Plaintiff / appellee

Appellate Case No. 20020183CA  
Priority Classification 15

Defendant / appellant

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REPLY BRIEF OF APPELLANT

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Defendant/Appellant

Attorney for Judy Cox

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## INTRODUCTION

The primary issue in this appeal is whether the Trial Court's award of alimony, imputing wages (without using historical income), division of equity in marital assets and computing military retirement correctly was clearly erroneous and supported by adequate findings.

Judy's attorney took an approach in court to discredit Larry on two issues in which Larry admitted in court before trial began, that he misrepresented. The two issues were the sale of two vehicles in Larry's possession and the sale of the Laundromat. Both the vehicles and the Laundromat were awarded to Larry. But yet council wants to use this as the primary issue again, as a basis for those in authority to base their decisions. Utah case law teaches that "correctness means the appellate court decides the matter for itself and does not defer in any degree to the trial judge's determination of law." *State v. Deli*, 861 P.2d 431, 433 (Utah App. 1992). The trial court abuses its discretion if its decision is beyond the limits of reasonableness. *State v. Olsen*. 860 P.2d, 332-334 (Utah 1993).

The undisputed evidence established that Larry, the husband and appellant, did not have the ability to pay the alimony or child support given his income and expenses. Conversely, Judy failed to prove that she lacked the ability to pay her own reasonable expenses or the trial court need not



provide subsidiary findings on Larry's ability to pay alimony. This Court however has stressed the importance of subsidiary findings on both parties' ability to provide their own needs. *See Willey v. Willey*, 866 P.2d 547, 551, & note 1, (Ut. Ct. App 1993) ('[I]n short, the payor spouse's reasonable needs are a necessary subsidiary step in determining the ability to provide support.')

Judy has stated in her brief that Larry was underemployed and voluntarily unemployed, even though evidence (Tp. 634,637) was shown that the company he had worked for six years prior terminated him because the INF Treaty Contract with the Russians was not renewed (Tp 634). Larry also proved that he did try to obtain employment by a stack of applications submitted while he was unemployed. (Tp 557, Exhibit 9). Larry's counsel did not accept the stipulation of Judy's income of \$7.50. and did offer evidence through Judy's own testimony, that she did make more money through other employment that she had worked prior to managing the Homestyle Laundromat business. (Tp 301-302).

It is difficult to follow Appellee's brief titled "**EVIDENCE SUPPORTING THE VALUATION OF PROPERTY**", when it is not clear whom counsel is referring to Judy? or Larry? Did "Mrs. Cox suggest the trial court erred?" Or was it Mr. Cox? Did "Mrs. Cox fail to describe

how this happened?” Or was it Mr. Cox? It is very difficult to respond to this Brief when it is unclear of who said what? The fact of this matter is that there was no actual findings submitted by Judy that a loan was made against the equity of the Sego Lily home after separation of the two parties, as indicated in the Findings of Fact and Conclusions of Law. Judy did not title it equity, but titled it Net Loan Proceeds (Para. 126). “In a divorce action there is no fixed formula upon which to determine a division of debts. However, such allocation must be based upon actual findings which ruling we will not disturb absent in abuse of discretion.” *Rhen v. Rhen*, 1999 Utah App. 41, P 19, 974, P.2d 306 (citations omitted).

Judy does not want the 10 months 14 days included in the Woodward formula, because she would get approximately \$100 less a month than what she is getting. Larry does not want to cheat Judy out of her legal portion of the retirement. He, however, does want the dates to be correct of when he entered the military and what portion of that military time Judy was married to him.

For these reasons and as discussed more fully below, the Trial Court’s alimony award, imputed wages, division of property, and military retirement should be reversed.

## ARGUMENT

### I. LARRY'S INABILITY TO PAY ALIMONY MAKES THE ALIMONY AWARD CLEARLY ERRONEOUS AND AN ABUSE OF DISCRETION.

#### A. The Undisputed Evidence Established Larry's Inability To Pay Alimony In The Amount Of \$900/Month.

In awarding alimony, the trial court must determine whether the obligor spouse has the ability, given his income and expenses, to provide support. *Willey, supra*, 866 P.2d at 550-51 & ft. 1. "Failure to consider [this factor] in fashioning an alimony award constitutes an abuse of discretion." *Id.* In the instant case, the trial court failed to properly consider Larry's ability to pay given his income and expenses. *Wiley, supra*, 866 P.2d at 550-51 (A factual determination on payor spouse's financial need "is required for an assessment of the third Jones factor, the ability of the payor spouse to provide support.") *Baker v. Baker*, 866 P.2d 540, 547 (Ut. Ct. App. 1993) ("[T]he findings should also address [payor's] needs and expenditures, such as housing, payment of debts, and other living expenses.") This evidence consisted of unemployment checks and military retirement benefits at trial which was (Tp 555):

<u>Date</u>	<u>Gross</u>	<u>Net</u>
7/1/2001 to 10/1/2001	\$1,173.00(unemployment)	\$1,173.00
	3,293.00 (retirement)	970.00
TOTAL:	\$4,466.00	\$2,143.00

(The Military retirement was \$3,293.00, after taxes \$2,470.00, and after Judy took her half of \$1,500.00, Larry had a net of \$970.00.) The Trial Court never did consider Larry's ability to pay at the time of court, but what he could make. Money that Larry has never recognized!

For the purpose of assessing his ability to pay alimony, Larry's opening brief before this Court used the net income amount of \$2,800.00 and \$2,850.00. *See Appellant's Opening Brief at p.20.*

Larry also submitted the only evidence concerning his expenses. His monthly expenses was listed at \$3,276.23 (Tp 405, Exhibit 64) and may be summarized as follows:

<u>Expenses</u>	<u>Amount</u>
Mortgage	\$1,631.23
Food	400.00
Utilities	170.00
Phone	50.00
Clothing	100.00
Medical	35.00
Dental	35.00
Entertainment	100.00
Installment Payments	400.00
Water	75.00
Incidentals	50.00
Insurance	100.00
Maintenance	125.00
Total:	\$3,276.23

Using this undisputed income and expenses, the Trial Court could not have found that Larry had the ability to pay \$900/month in alimony. His total monthly expenses not including child support or alimony, are \$3,276.23 per month. [Tp. 149 Ex. 58 ]. When child support of \$469 and alimony of \$900 is added to this amount, his total expenses are \$4,645.23 per month. Given that Larry's monthly net income after taxes is, to include the military retirement, \$2,800 and \$2,850 per month. Larry does not have sufficient funds to pay his legitimate expenses and child support, much less an additional \$900 a month for alimony. In fact his monthly deficit after alimony is between \$1,845.00 and \$1,900.00 a month.

Judy called a Vocational Specialist, Dr. Farnsworth, to provide her opinion, based on Larry's resume, what he should be making. Dr. Farnsworth stated that Larry should be making upwards of \$90,000, an income that Larry has never made. After trial Larry went to Dr. Farnsworth to seek this type of employment. Dr. Farnsworth, after charging \$450 to rewrite his resume, gave him companies as well as web sites to submit his resume. Dr. Farnsworth even suggested that Larry consider driving trucks in order to make this kind of income. After several months of unemployment and the future looking bleak, Larry decided to apply to the Corrections Academy, where there would be no discriminating against age. Larry passed

the physical and the academic requirements to enroll in the Corrections Officer Academy, no small feat for a 58 year old. Larry was hired by the State in the Utah Department of Corrections working in the prison on January 14, 2002. Larry makes \$11.41 per hour or \$21,907.00 per year, which is \$22,000 a year less than what Larry was imputed.

Judy again tries to confuse the facts by stating that Larry was awarded the Laundromat and that it is a revenue producing asset. Although Judy makes these claims in her brief, she never supported this claim by reference to the record. Judy knows that the Laundromat was sold in April, 2001, approximately five months prior to trial and that the contract has since been turned over to a third party for relief of debts. Larry has not recognized any revenue from the sell of the Laundromat since trial.

**B. Judy Has Not Cited This Court To Any Evidence Tending To Show Larry Had The Ability To Pay The Alimony Awarded.**

Before this Court, Judy's argument on Larry's ability to pay border on the frivolous and must be rejected. She bases her arguments on factual allegations that are unsupported by the record or on legal assertions that are contrary to Utah law. Judy stated in her brief that Dr. Farnsworth opinion found that Mr. Cox **could** earn \$90,000.00 per year and that Larry was underemployed over the past six years after retiring from the military at

\$10.43 per hour.” The ability to pay alimony is based on an opinion of what Larry **could** be making but has never made since retiring from the military six years prior. If Larry was voluntarily underemployed, why was it for six years after retiring from the military? This is a good example of why historical history is used to determine of what income should be imputed for the sake of alimony and child support. At the time of trial Larry’s only income was unemployment benefits which was approximately \$1,173.00 per month (Tp555). Judy mentions in her brief that Larry was receiving his military retirement as income, but again failed to mention that she was receiving half of this income also. Judy also states that together with the military retirement and the unemployment benefits is evidence that showed Larry’s ability to pay. At the time of trial Larry was earning monthly \$970.00 in military retirement and \$1,173.00 in unemployment benefits. This equals \$2,143.00 a month. After \$900.00 for alimony and \$469.00 for child support is taken from that income, Larry has \$774.00 to live with. Larry’s expenses were listed at \$3,276.23 per month. Judy on the other hand had income wages (\$1,200.00), Military Retirement (\$1,537.05), Alimony (\$900.00), Child Support (\$469.00), and Mother’s rent (\$600.00). This totals \$4,706.00 per month. Judy’s income is \$3,932.00 per month greater than Larry’s total monthly income. Today Larry is employed with the State

of Utah, as a corrections officer making \$11.41 per hour or \$1,825.00 per month (Exhibit A) Along with Larry's military retirement of \$1,569.00 (Exhibit B), he earns approximately \$3,394.00. After alimony and child support Larry's gross spending power is \$2,025.00, which is still \$1,400 below Judy's spending power and \$2014.00 below his living expenses.

To create the illusion that Larry has the ability to pay, Judy argues that Larry's gross income of \$2,500.00 per month or what he could be making justifies a finding that Larry has the ability to pay. Judy however cites no case law for the proposition that gross income justifies an alimony award. This absence of legal support is not surprising given this Court's requirements that the trial court determine the payor spouse's net income in determining a payor spouse's ability to pay. *Baker, supra*, 866 p.2d at 547.

**C. The Willey Case Does Not Justify The Trial Court Ignoring The Uncontroverted Evidence of Larry's Income and Expenses.**

Relying on *Willey*, the wife sought to establish a need for \$660/month in medical expenses based on a one-time, non-recurring operation. The trial court rejected this expense because the evidence showed it was non-recurring and the wife had not provided otherwise. The Utah Supreme Court affirmed the Trial Court ruling and held:

**At trial, she had the burden of proving her monthly need for that amount. The trial court, however, expressly found that there**



**was no evidence to support such a need on a monthly basis and that the amount claimed was unreasonable.**

*Willey v. Willey*, 951 P.2d 226, 231 (Utah 1997).

*Willey* does not support Judy's claim to alimony and shows the weakness of the Trial Court's findings in the instant case. In contrast to the trial court in *Willey*, the Trial Court in the instant case made no express findings concerning Larry's expenses and stated no reason why it should not accept those expenses. In fact, Judy in her testimony to this Court does not cite to anything in the record suggesting that Larry's expenses are unreasonable. *Willey* thus provides no basis for this Court or the Trial Court ignoring uncontroverted evidence of Larry's income and expenses.

**D. Judy Has Failed To Satisfy Her Burden of Proving Her Inability To Provide For Her Own Reasonable Needs.**

The evidence does not show that Judy's income is insufficient to satisfy her reasonable expenses. Even if Larry had the ability to pay child support, which he does not, Judy would not be entitled to an award of alimony unless she established her own inability to provide for her reasonable needs. *Bingham v. Bingham*, 872 P.2d 1065, 1068 (Ut. Ct. App. 1994) (The recipient spouse's need for payment to cover her expenses constitutes "the maximum permissible alimony award" regardless of payor spouse's ability to pay.) Such proof would require evidence not only of her ability to earn income, but also of her reasonable expenses.

As this Court held in *Willey*, Judy's proof of her own reasonable expenses and income is critically important to the Trial Court's balancing of the parties' competing needs. There, this Court held:

We have previously reversed an alimony award in a similar case when the trial court failed to address the parties' financial needs. In *Bell v. Bell*, 810 P.2d 489 (Utah App. 1991), because the parties 'dissipated and lived on credit,' the trial court did not give 'much weight....as to what the needs and abilities of the parties might be.' Id. at 492. Thus, the trial court failed to determine the reasonableness of the expenses each party claimed. This court reasoned that 'without a finding on reasonable expenses, we are unable to determine the true needs of Wife, or to determine Husband's actual ability to pay and, therefore, to balance Wife's needs against Husband's ability to pay as required in *Jones*.' Id. at 493.*Willey, supra*, 866 P.2d at 551 (emphasis supplied).

As discussed below, Judy as failed to establish her financial need and this court must reverse the alimony award. *See Willey, supra*, 951 P.2d at 231 (Party seeking alimony has burden of proving reasonableness of her expenses).

**1. Judy has the ability to work and earn income.**

In analyzing Judy's ability to provide for her own needs, the first consideration is her income-making ability. Judy owned and managed a Laundromat for approximately two years and also worked in cleaning homes at \$10.00 per hour (Tp 570). Judy voluntarily quit the house cleaning job, and instead worked for a friend at the Chocolate Covered Wagon at the

minimum wage, as she so stated (Tp 258). She felt she should not work a 40 hour week, because she needed to be at home with her 15 year old child. The child was in school most of the day. Judy did not want to work, she just wanted to live off of Larry and his laborers. The Trial Court found that since she was working at the Chocolate Covered Wagon for a friend at minimum wage that is what she should be imputed, completely ignoring her work history over the past six years that her and Larry were separated? No Income Taxes or W-2's were used to determine imputed wages for Judy, just three weeks of pay stubs (Tp 267). This is clearly abuse of discretion by the Trial Court in determining what Judy's earning ability should have been.

**2. Judy did not submit evidence on her living expenses.**

Judy did not address this issue in her brief, because she has not and cannot cite to anything in the record itemizing the amount or type of her living expenses. Judy seeks to avoid this lack of proof because she believes she has no burden to prove reasonable expenses. Both the Utah Supreme Court and this Court have made clear that such proof is required to establish an entitlement to alimony. *Willey. Supra. 951 P.2d at 231. Willey, supra, 866 P.2d at 550-51.* Since no such proof exists here, the alimony award must be reversed.

**E. AN ALIMONY AWARD MUST BE SUPPORTED BY SUFFICIENT FACTUAL FINDINGS SHOWING THAT THE AWARD IS RATIONALLY BASED UPON APPROPRIATE FACTORS.**

The Trial Court's factual findings do not show the steps or rationale by which trial court arrived at the conclusions to award alimony. A trial court's findings supporting an alimony award must include findings on all material issues. *Stevens v. Stevens*, 754 P.2d 952, 958 (Ut. Ct. App. 1988). This Court will reverse findings that fail to provide sufficient subsidiary findings "to disclose the steps by which the ultimate conclusion on each factual issue was reached." *Id.* "[T]he trial court must make sufficiently detailed findings on each factor to enable a reviewing court to ensure that the trial court's discretionary determination was rationally based upon 'the three Jones factors.'" *Willey, supra*, 866 P.2d at 951. Findings on alimony are insufficient if they: do not specifically set for [the recipient's] financial condition and need for support, including her earning capacity, or [the payor's] income and ability to pay." *Stevens, supra*, 754 P.2d at 958.

In the instant case, the Trial Court's findings with respect to alimony do not provide sufficient subsidiary findings to permit this Court to determine the steps by which the Trial Court reached its conclusion on alimony nor do the findings show the alimony award was rationally based on the appropriate factors. *Chambers v. Chambers*, 840 P.2d 841, 843 (Ut. Ct. App. 1992).

These findings do not address in any meaningful fashion either parties' income or expenses. They provide no explanation of how the Trial Court determined that Larry had the ability to pay or that Judy could not provide her own reasonable needs or how the Trial Court balanced these competing findings. *See Willey, supra*, 866 P.2d at 961. (“[W]ithout a finding on reasonable expenses, we are unable to determine the true needs of Wife, or to determine Husband’s actual ability to pay and, therefore, to balance Wife’s needs against Husband’s actual ability to pay as required in *Jones*.”), *Chambers v. Chambers* 840 P.2d 841, 843 (Ut. Ct. App. 1992). (Findings that do no more than simply state that, “the defendant has the ability to pay” are not sufficient). It is thus impossible to divine how the Trial Court arrived at its alimony award in this case.

## **II. THE TRIAL COURT ERRED BY IMPUTING WAGES WITHOUT USING HISTORICAL FINANCIAL INFORMATION**

Judy uses her demand that there was voluntary unemployed on the part of Larry? Larry worked for Lewis Bros. Stages from May 1993 to July 2001, approximately eight years without ever having a break between employment (Tp 634). Larry was terminated from employment in July 2001, because the INF treaty was never renewed between the Soviet Union and the United States (Tp 635). At no time did Larry ever volunteer to be unemployed and

was always seeking better employment. Like all other military veterans seeking employment, the age factor becomes a problem and the fear of retirement even a bigger problem.

This trial court determined that Larry was voluntarily unemployed, even though evidence has proven that Larry was terminated because the contract was not renewed (Tp 634). This is not a case where the Respondent quit his job and did not want to find another job. Larry has worked from the day he was retired from the military on January 26, 1993 and was only unemployed for approximately six months during that eight year period. Presently Larry works for the State of Utah, Utah Department of Corrections, as a Correction Officer for \$11.41 per hour. He cannot pay \$900.00 per month for alimony!

### **III. THE COURT ABUSED ITS' DISCRETION IN FAILING TO DIVIDE THE VALUATION OF PROPERTY EQUALLY.**

The Appellee's brief states that the equity was divided equally by the spreadsheet, that Judy composed, showing the allocation of equity and debt between the parties (Pg. 9). Larry has stated "that the trial court's division of property assets, in which Judy received 100% of the total equity in both the Sego Lily home and the Riverton home in the form of a Net Loan Proceeds, (Findings of Fact and Conclusions of Law, Pg. 20) was an abuse of discretion." The Net Loan Proceeds, which Judy's attorney so cleverly

disguised as a credit, by adding that credit to Larry's total and calling it equity. In reality this is the amount (\$54,704.00) that Judy claimed she borrowed against the Sego Lily home after the parties separated (*Findings of Fact and Conclusions of Law, Pg. 15*). The Loan papers against the Sego Lily home (Exhibit C) shows that the loan was taken in July 1995, the parties separated in October 1995. This amount was not divided as marital property, but as a loan credit that essentially eliminates the equity in the Riverton home that the spreadsheet shows as equity to Larry. Then Judy's attorney, dishonestly, confused a second loan taken with the Sego Lily home in 1997 (Exhibit D) that was taken after the parties' separated. Judy's attorney stated "in connection with the refinancing of the Sego Lily residence the Petitioner obtained the sum of \$10,514.00 which she used to pay bills." (*Finding of Fact and Conclusion of Law, Pg. 16, Para. 98*). This particular refinancing occurred in 1997 (Exhibit D). There were two different refinances done on the Sego Lily home, one in 1995 while the parties were still living together and one in 1997 when the parties were separated. (*Exhibit C and Exhibit D*). Petitioner confused the issue in making the trial court believe that the loan credit was an equity loan completed in 1997 after the parties' separated. This is not true and Exhibit C clearly shows the equity loan was done in July of 1995, with Judy putting

\$25,000 in her personal account. The trial court erred by not using the loan documents as evidence, but taking Judy's word as the only evidence in making its' decision.

#### **IV. THE TRIAL COURT'S FINDINGS WITH RESPECT TO MILITARY RETIREMENT ARE ERRONEOUS.**

*Finding of Fact and Conclusion of Law, Pg 3. Para. 13* states:  
"Respondent's form DD-214 shows he entered the Army on December 10, 1968 as an officer, **but entered the Army on January 26, 1968** and retired, as a Lieutenant Colonel, on January 31, 1993. **From January 26, 1968 to January 31, 1993 is exactly 9,130 days of active duty time.** This is the total time that Larry is being paid retirement on. Judy married Larry on November 18, 1971 (Tp. 387, 388, Ex. 63). Larry retired from the military on January 31, 1993. From November 18, 1971 to January 31, 1993 is exactly 7,741 married military days. 7,741(Married Military Days) divided by 9,130 (Total Military Days) is exactly 84.78%. (Tp. 390). Judy is entitled to half of the 84.78% of the military time that she was married to Larry or 42.39% of the retirement pay. "The appellate court can properly find abuse only if no reasonable person would take the view adopted by the trial court".  
*State v. Gerrard, 584 P.2d 885.887 (Utah 1978).*

#### **CONCLUSION**




Judy stated in her brief that Larry and her went to mediation and tried to work things out and finally resolve these problems. At mediation Judy's attorney stated that he was offended that my attorney did not show up. I came to terms with Judy at this meeting and agreed to the terms. But again what Judy's attorney fails to recognize is not what was agreed upon, but what he added to the divorce decree that was never talked about during the mediation that ruled in Judy's favor. Larry refused to honor such an agreement, because Judy's attorney did not honor their agreement by adding things to the divorce decree that were never discussed during mediation at that time. Mr. Wilde does not want to have this case resolved, because it would prevent him from lining his pockets with innocent people's life savings.

Larry only wants equality and fairness in the legal decision making process so both parties can live their lives without any undue hardship. How can there be equality when Larry is left owing \$90,000 in judgments and \$900.00 a month in alimony and \$469.00 a month in child support or \$1,369.00 a month from employment wages that he only earns \$11.41 per hour and nets approximately \$1,367.80. He is virtually working for nothing. The above facts of this case clearly manifest injustice or inequity to Larry as to constitute a clear abuse of discretion. For these reasons and as set forth in

appellant's Opening Brief, this Court should reverse the award of alimony, recognize that Net Loan Proceeds was actually marital property, reverse the imputed wages because no historical income was used, and properly compute the military retirement so both Larry and Judy are treated equally.

Dated this 6<sup>th</sup> day of January, 2003,

  
\_\_\_\_\_  
Larry V. Cox  
LTC (R)

### DELIVERY CERTIFICATE

I hereby certify that two true and correct copies of the foregoing Reply  
Brief Of Appellant was mailed to the following via first class mail, postage  
paid thereon, this 6<sup>th</sup> day of JANUARY, 2003

Robert H. Wilde  
935 East South Union Avenue Suite D-102  
Midvale, Utah 84047  
Telephone: (801) 255-4774

# EXHIBIT A

Y VAN COX

PR23

PAY DATE 12-06-2002

AMOUNT  
OF WARRANT = 5212191  
\*\*\*66000

PAY	TAXES	DEDUCTIONS	NET PAY
3300	20633	6667	66000
5440	465739	125374	1494327

DESCRIPTION	HOURS	DOLLARS	YEAR TO DATE
LAR EARNING	7200	82152	1897784
FORM ALLOW		2020	18628
NTIVE AWRD			10000
LEAVE PAY			45640
LEAVE PAY			27384
DAY PAID	800	9128	72312
PAY DOWN			4564
PAY DOWN			9128

DEDUCTIONS	CURRENT	YEAR TO DATE
FEDERAL TAX	9226	207523
FICA/MED	6947	157710
UTAH TAX	4460	100506
PEHP ADDL LIFE	3811	72409
PEHP BASC LIFE	953	20966
BOSTON ML AD&D	529	11270
PEHP CHLD LIFE	60	1320
BOSTON ML IDEM	145	3090
*MEDICAL INSUR	477	5247
UPEA ASSN	692	11072

## TAX SUMMARY

PAY	NON TAX PAY	PRE TAX DED.	NET TAXABLE
300	2020	477	90803
440	18628	5247	2061565

MAIN CHECKING

466609

DENOTES EARNINGS/DEDUCTIONS NOT SUBJECT TO TAXES

W-4 STATUS: S-01

ADDTL W/HOLD FED:

.00 ST:

.00

## E BALANCES:

ANNUAL LEAVE  
SICK LEAVE  
CONVERTED SICK  
COMP TIME  
XCESS HOURS

BEG BALANCE	+	EARNED	-	USED/PAYOUT	=	CUR BALANCE
8600		400				9000
4600		400				5000
1900						1900
2400						2400

## ADVANCES:

BEG.  
BAL:

- DED:

= CUR.  
BAL:

\$10.52(STEP 031) TO \$18.59(STEP 052) CORRL OFFICER  
T: \$11.41(STEP 034) LONGEVITY STEP 0

## EXHIBIT B

# FREE ACCOUNT STATEMENT

MENT EFFECTIVE DATE APR 01, 2002	NEW PAY DUE AS OF MAY 01, 2002	SSN 529 58 3229
REMEMBER TO NOTIFY DFAS IF YOUR ADDRESS CHANGES  LTC LARRY V COX USA RET 2195 WEST 13250 SOUTH RIVERTON UT 84065-6229		<b>DFAS-CL POINTS OF CONTACT</b>  DEFENSE FINANCE AND ACCOUNTING SERVICE CLEVELAND CENTER (CODE PRR) PO BOX 99191 CLEVELAND OH 44199-1126  COMMERCIAL (216) 522-5955 TOLL FREE 1-800-321-1080 TOLL FREE FAX 1-800-469-6559  EMPLOYEE MEMBER SELF SERVICE (E/MSS) <a href="https://emss.dfas.mil/emss.htm">https://emss.dfas.mil/emss.htm</a> 1-877-DOD-EMSS (1-877-363-3677)

ITEM DESCRIPTION					
	OLD	NEW	ITEM	OLD	NEW
PAY	3,603.00	3,603.00	FITW	206.80	17.50
IVER	103.00	103.00	SITW	150.00	150.00
LE INCOME	3,500.00	1,962.95	ALLOTMENTS/BONDS	13.39	13.39
			FORMER SPOUSE DED	900.00	1,750.00
			NET PAY	2,229.81	1,569.11

ADDRESS	YEAR TO DATE SUMMARY (FOR INFORMATION ONLY)	
DEPOSIT	TAXABLE INCOME:	14,000.00
	FEDERAL INCOME TAX WITHHELD:	883.45
	STATE TAX WITHHELD FOR UTAH:	600.00

WITHHOLDING STATUS: MARRIED      STATE CODE: UT  
 EXEMPTIONS: 05      STATE INCOME TAX WITHHELD: 150.00  
 INCOME TAX WITHHELD: 17.50

## IR BENEFIT PLAN (SBP) COVERAGE

BP ELECTION IS REFLECTED ON YOUR ACCOUNT.

# EXHIBIT C



# ZIONS FIRST NATIONAL BANK HOME EQUITY CREDIT LINE DISBURSEMENT REQUEST AND AUTHORIZATION

PRINCIPAL	LOAN DATE	ACCOUNT NUMBER	APPLICATION ID
\$ 50000.00	07/29/95	001101880000002886	105763

BORROWER: LARRY V COX  
JUDY M COX  
2202 E SEGO LILY DR  
SANDY, UT 84092

LENDER **ZIONS FIRST NATIONAL BANK**  
104TH SOUTH  
1634 SOUTH JORDAN PARKWAY  
SOUTH JORDAN, UT 84065

## HOME EQUITY CREDIT LINE DISBURSEMENT REQUEST AND AUTHORIZATION

**LOAN TYPE.** This is a Variable Rate, Open-End Line of Credit Loan with a Credit Limit of \$ 50000.00

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for:  
☒ Personal, Family, or Household Purposes or Personal Investment  
☐ Business (Including Real Estate Investment)

**SPECIFIC PURPOSE.** The specific purpose of this loan is \_\_\_\_\_

**DISBURSEMENT INSTRUCTIONS.** I understand that no loan proceeds will be disbursed until any notice of right to cancellation period has expired and all of Zions First National Bank's conditions for making the loan have been satisfied. Please disburse the loan proceeds as follows:

Amount paid to me directly: DEPOSITED TO #90-316845 \$ ~~25~~ 25,000.00  
 Amount paid on my accounts: \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

Amount paid to others for me: \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

## CREDIT INSURANCE DISCLOSURE

**VOLUNTARY CREDIT INSURANCE.** Credit Life Insurance and Credit Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost.

By signing below, I acknowledge that I am not obtaining credit insurance for this loan for one of the following reasons. (a) I am not eligible for credit insurance; (b) Credit insurance is not available from Zions Bank; or (c) If I am eligible and credit insurance is available from Zions Bank, I do not want it.

LARRY V COX

07/29/95  
DATE

JUDY M COX

07/29/95  
DATE

## EXHIBIT D

HUD - 1 UNIFORM SETTLEMENT STATEMENT

© EASY SOFT, Inc.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		SETTLEMENT STATEMENT	
TYPE OF LOAN		6. File Number:	7. Loan Number:
1. FHA		9903-172	980205821
3. <input checked="" type="checkbox"/> Conv. Unins.	4. VA	8. Mortgage Insurance Case Number	
2. FmHA			
5. Conv. Ins.			

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" are outside the closing; they are shown here for informational purposes and are not included in the totals.

NOTE: TIN = Taxpayer's Identification Number

A. NAME AND ADDRESS OF BORROWER:	E. NAME, ADDRESS AND TIN OF SELLER:	F. NAME AND ADDRESS OF LENDER:
7. Cox  East Sego Lily Drive , Utah 84092		City Mortgage
G. PROPERTY LOCATION:	H. SETTLEMENT AGENT NAME, ADDRESS AND TIN	
East Sego Lily Drive , Utah 84092	Robert L. Harrington, Attorney 4625 South 2300 East, SLC, Utah 84117	
	I. PLACE OF SETTLEMENT	J. SETTLEMENT DATE
	same as above	04/07/1999

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
L. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
Contract sales price		401. Contract sales price	
Personal property		402. Personal property	
Settlement charges to borrower (Line 1400)	5,483.59	403.	
Check of America	98,824.20	404.	
Bank	51,250.17	405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
City/town taxes		406. City/town taxes	
County taxes		407. County taxes	
Assessments		408. Assessments	
United America C.U.	10,514.00	409.	
<i>is went to Judy</i>		410.	
<i>said she needed this and a check</i>		411.	
<i>is written to her!</i>		412.	
AMOUNT DUE FROM BORROWER	166,071.96	420. GROSS AMOUNT DUE TO SELLER	
L. REDUCTIONS IN AMOUNT DUE FROM BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
Excess earnest money		501. Excess deposit	
Amount of new loan(s)	168,500.00	502. Settlement charges to seller (Line 1400)	
Loan(s) taken subject to		503. Existing loan(s) taken subject to	
Power Deposit	350.00	504. Payoff of first mortgage loan	
<i>I paid this</i>		505. Payoff of second mortgage loan	
		506.	
		507.	
		508.	
		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
City/town taxes		510. City/town taxes	
County taxes		511. County taxes	
Assessments		512. Assessments	
		513.	
		514.	
		515.	