2002

Margaret Nigohosian v. Robert Nigohosian : Brief of Appellee

Utah Court of Appeals

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THE UTAH COURT OF APPEALS

MARGARET NIGOHOSIAN, Plaintiff/Appellee,	:	**APPELLEE BRIEF**
v.	:	
ROBERT NIGOHOSIAN, Defendant/Appellant.	:	Case No. 2:0020606-CA

APPELLEE BRIEF

Appeal from the Decree of Divorce entered
June 18, 2002, by the Third District Trial Court
(All parties contained in caption)

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v.	:	
ROBERT NIGOHOSIAN, Defendant/Appellant.	:	Case No. 2:0020606-CA

APPELLEE BRIEF

JURISDICTIONAL STATEMENT

Jurisdiction is not proper pursuant to Rule 4 et. seq. of the Utah Rules of Appellate Procedure, in that this is an attempted late appeal from a decree that was not objected to, and the Court of Appeals lacks jurisdiction therefore..

ISSUES FOR REVIEW

1. Is the Respondent barred by the statute of limitations for not objecting in a timely manner to the proposed Findings of Fact, Conclusions of Law, and Decree of Divorce?

2. Did the Respondent appeal the Decree of Divorce before the 30 day limit passed.

3. Are post-judgment motions ripe for adjudication in the appellate court when not having been formally appealed?

4. In the alternative, if this matter was timely appealed, and not barred for failure to object to the decree, did the district court judge abuse his discretion with respect to the findings of fact, conclusions of law, and decree of divorce; and/or is the decree of divorce ambiguous.

STANDARD OF REVIEW

The Utah Supreme Court has held that, "Trial courts are given primary responsibility for making determinations of fact. Findings of fact are reviewed by an appellate court under the clearly erroneous standard. For a reviewing court to find clear error, it must decide that the factual findings made by the trial court are not adequately supported by the record, resolving all disputes in the evidence in a light most favorable to the trial court's determination." State of Utah v. Pena, 869 P.2d 932 (1994).

The appellate court's standard of review with regard to issues of law are, "that all applications of law to findings of fact that produce conclusions of law are reviewed under a nondeferential standard, i.e., for correctness." State v. Ramirez, 817 P.2d 774, 781-82 (Utah 1991).

STATUTORY PROVISIONS

§30-3-7- of the Utah Code Annotated

(1) The decree of divorce becomes absolute:

(a) on the date it is signed by the court and entered by the clerk in the register of actions...

(b) at the expiration of a period of time the court may specifically designate, unless an appeal or other proceeding for review are pending; or

(c) when the court, before the decree becomes absolute, for sufficient cause otherwise orders.

Rule 58A of the Utah Rules of Civil Procedure

(b) Judgment in other cases. Except as provided in Subdivision (a) hereof and Subdivision (b)(1) of Rule 55, all judgments shall be signed by the judge and filed with the clerk.

(c) When judgment entered; notation in register of actions and judgment docket. A judgment is complete and shall be deemed entered for all purposes, except the creation of a lien on real property, when the same is signed and filed as herein provided. The clerk shall immediately make a notation of the judgment in the register of actions and the judgment docket.

(d) Notice of signing or entry of judgment. A copy of the signed judgment shall be promptly served by the party preparing it in the manner provided in Rule 5. The time for filing a notice of appeal is not affected by the requirement of this provision.

Rule 59 of the Utah Rules of Civil Procedure

(b) Time for motion. A motion for a new trial shall be served not later than 10 days after he entry of the judgment.

Rule 2 of the Utah Rules of Appellate Procedure

In the interest of expediting a decision, the appellate court, on its own motion or for extraordinary cause shown, may, except as to the provisions of Rules 4(a), 4(b), 4(e), 5(a), and 48, suspend the requirements or provisions of any of these rules in a particular case and may order proceedings in that case in accordance with its direction.

Rule 4 of the Utah Rules of Appellate Procedure

(a) Appeal from final judgment and order. In a case in which an appeal is permitted as a matter of right from the trial court to the appellate court, the notice of appeal required by Rule 3 shall be filed with the clerk of the trial court within 30 days after the entry of the judgment or order appealed from...

(b) Motions post judgment or order. If a timely motion under the Utah Rules of Civil Procedure is filed in the trial court by any party (1) for judgment under Rule 50(b); (2) under Rule 52(b) to amend or make additional findings of fact, whether or not an alteration of the judgment would be required if the motion is granted; (3) under Rule 59 to alter or amend the judgment; or (4) under Rule 59 for a new trial, the time for appeal for all parties shall run from the entry of the order denying a new trial or granting or denying any other such motion. ... A notice of appeal

filed before the disposition of any of the above motions shall have no effect. A new notice of appeal must be filed within the prescribed time measured from the entry of the order of the trial court disposing of the motion as provided above.

Rule 4-504 (2) of the Utah Code of Judicial Administration

(2) Copies of the proposed findings, judgments, and orders shall be served upon opposing counsel before being presented to the court for signature unless the court otherwise orders. Notice of objections shall be submitted to the court and counsel within five days after service.

STATEMENT OF THE CASE

The Court of Appeals should dismiss this appeal due to the Respondent's lack of objection to the proposed Decree of Divorce, an untimely appeal, untimely motions, and the lack of appeal on the post-appealed district court motions. In the alternative, the appeal should be denied because the Decree is not ambiguous and is based upon the agreement of the parties.

STATEMENT OF FACTS

On June 4, 2002, a proposed Decree of Divorce in this matter was served by Petitioner's counsel via mail to the Respondent's counsel. (See Addendum A). The Respondent never filed an objection to the proposed Decree of Divorce.

The district court judge signed the Decree of Divorce on June 18, 2002. (See Addendum B).

Thirty-one days later, on July 19, 2002, counsel for Respondent filed an untimely appeal of the Decree of Divorce. (See Addendum C).

Following the untimely appeal of the Decree of Divorce, on or about November 3, 2003, the Respondent through counsel, filed a grossly untimely Rule 59 Motion to Alter or Amend Judgment, which was subsequently denied. (See Addendum D). This ruling was never appealed.

Following the untimely appeal of the Decree of Divorce, on or about July 19, 2002, the Respondent through counsel filed a timely Rule 60(a) and(b) motion to set aside the Findings of Fact, Conclusions of Law, and Decree of Divorce, which was subsequently denied after oral argument on October 25, 2002. (See Addendum E). This ruling was never appealed.

Respondent's appeal is on the grounds that the district court denied the Respondent's request for relief under Rules 59 and 60 of the Utah Rules of Civil Procedure. (See Appellate Brief-page 1, Statement of the Case).

On or about February 1, 2002, a Pre-trial Conference was held before Judge Bohling wherein a number of items were supposedly stipulated to between the parties, including: personal property, child support and alimony arrearages. (See Transcript of February 1, 2002 Pre-trial Conference-pages 1 & 2).

Many out of court discussions about this matter took place during February, 2002, and May, 2002, thereafter about the wording and actual agreements between the parties. The Respondent's counsel styled these discussions as "negotiating". (See Transcript of October 25, 2002, Hearing on Motion to Set Aside-pages 11 & 12).

The trial court fully understood that the parties were in negotiations between the February 1, 2002 hearing, and June, 2002, and exchanged drafts. (See Transcript of October 25, 2002, Hearing on Motion to Set Aside-page 24).

Counsel for the Respondent admitted at the October 25, 2002 hearing on Respondent's Motion to Set Aside that she and counsel for the Petitioner exchanged drafts of the Findings, Conclusions, and Decree. (Id.).

Counsel for the Respondent admitted at the October 25, 2002 hearing on Respondent's Motion to Set Aside receiving a final proposed Findings of Fact Conclusions of Law, and Decree of Divorce, but stated that she thought that counsel for the Petitioner was going to hold the documents and not file them. (See Transcript of October 25, 2002, Hearing on Motion to Set Aside-pages 24 and 25).

At the October 25, 2002, hearing on Respondent's Motion to Set Aside, and after a lengthy oral argument before Judge Bohling regarding what was and what was not stipulated to between the parties, the court stated that the parties had extensive dialogue and exchanges of

documents and drafts after the previous stipulation, and that the court "has no way of really knowing what the parties did in exchanging their documents and drafts. What the court has to go on is what -- was submitted to it and then, within the period of time, provided under the rules to object, an objection." And the court concluded after reviewing all of the evidence by holding that, "I think were looking at what would appear to be changes made in the course of the negotiation that were reflected in the final documents that were not acceptable." And the court denied Respondent's Motion to Set Aside the Decree of Divorce. (See Transcript of October 25, 2002, Hearing on Motion to Set Aside-pages 36, 37 and 38).

On or about June 21, 2002, a Notice of Entry of Decree of Divorce was sent to counsel for Respondent. (See Addendum F). The Respondent never objected to the decree pursuant to Rule 4-504 (2) of the Utah Rules of Judicial Administration.

SUMMARY OF THE ARGUMENTS

I. The Respondent is barred by the statute of limitations for not objecting in a timely manner to the proposed Findings of Fact, Conclusions of Law, and Decree of Divorce.

Rule 4-504 sets down the guidelines for decrees. The purposes for the guidelines were well articulated by Judge Bohling in this matter. (See Transcript of October 25, 2002, Hearing on Motion to Set Aside-page 37).

Without a written objection the court can only assume that the

documents prepared and sent for signature are what the parties have agreed to, otherwise it opens the door in all cases for buyers remorse and a second bite of the apple. Without following Rule 4-504(2), and allowing for subsequent appeals, it takes the work of the trial court onto the appellate level.

II. The Respondent's appeal was untimely.

The Respondent was served with the Findings of Facts, Conclusions of Law, and Decree of Divorce on June 4, 2002. The court waited a number of days to sign the documents, and executed them on June 18, 2002. The Respondent never objected to documents, but on July 19, 2002, **thirty one days later**, filed an untimely appeal.

The Respondent may rely upon §30-3-7 as to when the Decree becomes absolute, but for purposes of appeal, the statute of limitations begins to run on an order when it is signed and stamped by the judge or clerk, not when it goes into the registry.

III. Post-judgment motions are not ripe for adjudication in the appellate court when not having been formally appealed from the trial court.

Rule 4(b) of the Utah Rules of Appellate Procedure clearly outline the guidelines as to which post-judgment motions must be appealed, and which motions are granted a tolling of the statute of limitations for purposes of filing a subsequent appeal.

Black-letter law throws out the 60(a) and (b) motions because they were never appealed. The Rule 59 motion is also thrown out because it was filed untimely to begin with.

As such, the Court of Appeals does not have jurisdiction to even hear these matters.

IV. The district court judge did not abuse his discretion with respect to the findings of fact, conclusions of law, and decree of divorce; and the decree of divorce is not ambiguous.

The district court judge signed the above-listed document fourteen days after he received them. He could have signed them earlier. By executing the documents, the court was only following the rules as established by the State Supreme Court.

The documents signed by the court are not ambiguous. According to the Respondent's counsel admissions, the February 1, 2002, stipulations were debated between counsel for a number of months. When the document were sent to the court for signature, Respondent's counsel had a copy. Nothing was said or done by counsel for the respondent for thirty-one days. The document is what it is, a proposed agreement between the parties, and should speak for itself. It clearly outlines items which are not ambiguous purporting to be the agreement between the parties.

ARGUMENT
POINT I

I. The Respondent is barred by the statute of limitations for not objecting in a timely manner to the proposed Findings of Fact, Conclusions of Law, and Decree of Divorce.

With regard to objecting to orders, judgments, and decrees, Rule 4-504(2) specifically outlines the parties responsibilities, which are:

> (2) Copies of the proposed findings, judgments, and orders shall be served upon opposing counsel before being presented to the court for signature unless the court otherwise orders. Notice of objections shall be submitted to the court and counsel within five days after service.

Counsel for the Petitioner sent the Findings of Fact, Conclusions of Law, and Decree of Divorce to Respondent's counsel on June 4, 2003, and sent the notice of Entry of Decree of Divorce to Respondent's counsel on June 21, 2002. The Respondent had five days after the first notice, but did not object to either notice, ever.

The Utah Code outlines when a decree of divorce becomes absolute. it states:

> (1) The decree of divorce becomes absolute:
> (a) on the date it is signed by the court and entered by the clerk in the register of actions...
> (b) at the expiration of a period of time the court may specifically designate, unless an appeal or other proceeding for review are pending; or
> (c) when the court, before the decree becomes absolute, for sufficient cause otherwise orders. §30-3-7(1) of the Utah Code Ann.

The Respondent had ample time to object to the decree and chose not to. As per the statute, the decree became absolute on the day it was entered in the Register of actions which was June 20, 2002.

The Respondent tried to set the decree aside citing differences between the documents and what was orally stated upon the record of the court on February 1, 2002. After lengthy oral argument, it became apparent to the Judge Bohling that the parties had numerous discussions and document exchanges between the February 1, 2002, pre-trial conference and when the documents were presented to the court for signature in June, 2002. After a detailed analysis of the arguments of the parties, and after reviewing the February 1, 2002 oral stipulation, the court ruled that the parties made changes in the course of their negotiations, and that the motion to set aside the decree was based on "buyer's remorse". (See Transcript of October 25, 2002, Hearing on Motion to Set Aside-pages 36, 37 and 38).

As such the court felt that the rules of the court should be followed and denied the motion to set aside and motion for new trial or to alter and amend decree. As Judge Bohling had to determine these facts after lengthy argument, and being apprised in the circumstances of the case, his facts should not be overturned unless he abused his discretion, which he did not.

The court allowed the Respondent an opportunity to explain why the decree was not objected to in Respondent's Motion to Set Aside and Motion to Alter and Amend. The court denied these motions after a careful analysis.

So, if the rule is there to make sure the court is not signing improper orders, and if an opportunity was presented to set the decree aside and explain why the order was not objected to, and was denied, the appellate court should not allow the rule to be broken. The Respondent should have objected to the decree within five days after service of the proposed documents, and did not, and this should present a bar to the Respondent to appeal, due to the appellate court's lack of jurisdiction.

POINT II
The Respondent's appeal was untimely.

The trial court executed the Findings of Fact, Conclusions of Law, and Decree of Divorce on June 18, 2002. The Respondent never objected to the documents, but on July 19, 2002, **thirty one days later**, filed an untimely appeal.

Rule 4(a) of the Utah Rules of Appellate Procedure clearly states:

> (a) Appeal from final judgment and order. In a case in which an appeal is permitted as a matter of right from the trial court to the appellate court, the notice of appeal required by Rule 3 shall be filed with the clerk of the trial court within 30 days after the entry of the judgment or order appealed from...

Entry of judgment is explained as:

> (b) *Judgment in other cases*. Except as provided in Subdivision (a) hereof and Subdivision (b)(1) of Rule 55, all judgments shall be signed by the judge and filed with the clerk.
> (c) *When judgment entered; notation in register of actions and judgment docket*. A judgment is complete and shall be deemed entered for all purposes, except the creation of a lien on real property, when the same is signed and filed as herein provided. The clerk shall immediately make a notation of the judgment in the register of actions and the judgment docket.
> (d) *Notice of signing or entry of judgment*. A copy of the signed judgment shall be promptly served by the party preparing it in the manner provided in Rule 5. The time for filing a notice of appeal is not affected by the requirement of this provision.
> Rule 58A (b)(c)&(d) of the Utah Rules of Civil Procedure

We learn from the above rule that all judgments shall be signed by the judge and filed with the clerk. Except for a lien on real estate, the judgment is complete when the judge signs it and it is filed **with** the clerk, not when the clerk files it in the registry of actions. After the judgment is signed and filed **with** the clerk, the clerk files it in the registry of actions and the judgment docket.

The Respondent may rely upon §30-3-7 as to when the Decree becomes absolute, but for purposes of appeal, the statute of limitations begins to run on an order when it is signed and stamped by the judge or clerk, not when it goes into the registry.

As such, the appeal was untimely and the Court of Appeals lacks jurisdiction to hear the case.

POINT III

Post-judgment motions are not ripe for adjudication in the appellate court when not having been formally appealed from the trial court.

Rule 4(b) of the Utah Rules of Appellate Procedure clearly states:

> (b) Motions post judgment or order. If a timely motion under the Utah Rules of Civil Procedure is filed in the trial court by any party (1) for judgment under Rule 50(b); (2) under Rule 52(b) to amend or make additional findings of fact, whether or not an alteration of the judgment would be required if the motion is granted; (3) under Rule 59 to alter or amend the judgment; or (4) under Rule 59 for a new trial, the time for appeal for all parties shall run from the entry of the order denying a new trial or granting or denying any other such motion. ... A notice of appeal filed before the disposition of any of the above motions shall have no effect. A new notice of appeal must be filed within the prescribed time measured from the entry of the order of the trial court disposing of the motion as provided above.
> outline the guidelines as to which post-judgment motions must be appealed, and which motions are granted a tolling of the statute of limitations for purposes of filing a subsequent appeal.

Respondent's brief outlines that the appeal should be heard on Rule 60 grounds, but the law clearly states that a failure to separately appeal the denial of a Rule 60 Motion will bar any action to it. The Respondent failed to appeal.

Also, when the court denied the Rule 59 Motion, notwithstanding that the Motion was grossly untimely, the Respondent had 30 days from the date of denial to appeal. The Respondent failed to appeal.

The rule has been reinforced by the Utah Supreme Court when they held:

> This court considered the proper time for appeal from a post-judgment motion in Hume v. Small Claims Court, *590 P.2d 309 (Utah 1979).* In Hume, we stated that a timely rule 59 motion for a new trial suspends the time for appeal of a judgment and the "time for appeal does not begin to run again until the order granting or denying such a motion is entered." And, Utah Rule of Appellate Procedure 4(b)] requires a new notice of appeal to be filed after entry of an order disposing of a post-judgment motion.
> Swenson Associates Architects v. State of Utah, 889 P.2d 415, 416-17 (1994).

As such, the Court of Appeals does not have jurisdiction and should dismiss this matter.

POINT IV

The district court judge did not abuse his discretion with respect to the Findings of Fact, Conclusions of Law, and Decree of Divorce; and the Decree of Divorce is not ambiguous.

The Findings of Fact, Conclusions of Law, and Decree of Divorce; and the Decree of Divorce was entered into pursuant to stipulation and documents filed by Petitioner's counsel. There was much discussion between the parties during the time the original stipulation took place on February 1, 2002, and June 4, 2002. When there was no objection to documents filed by Petitioner's counsel, the district court executed the documents pursuant to Rule 4-504, hence no abuse of discretion.

The Decree of Divorce is not ambiguous on it's face. It clearly states that at the time the documents were filed, that:

> Commencing February 1, 2002, Respondent is ordered to pay alimony to Petitioner which is calculated by finding the difference between $1250.00 per month and the monthly child support obligation, which alimony obligation is presently calculated to be $535.00 per month, for 25 years commencing on May 1, 1998, and ending on April 30, 2023, unless sooner terminated based upon statutory bases or unless for good cause extended beyond that period by this Court. With respect to Respondent's alimony obligation, Respondent's income is subject to immediate and automatic withholding regardless of whether a delinquency exists. (See Addendum A, Decree of Divorce-page 4

The decree clearly states that alimony is **presently calculated** at a certain figure which will change when the child support drops. There is nothing ambiguous about it.

Counsel for the Respondent tried to argue that the agreement made on February 1, 2002, at the pre-trial conference refutes the language in the decree. The trial court judge questioned counsel for the Respondent by asking if, "the stipulation on the record was inaccurate because there were these other -- this other deal was made otherwise?" Counsel for the Respondent answered, "No." (See Transcript of October 25, 2002, Hearing on Motion to Set Aside-pages 34, and 35).

Counsel for the Respondent then talked about other items not that the Respondent felt were not mentioned in the stipulation or decree, such

as certain bills, debts, and in an earlier conversations some vehicles. (id.).

After analyzing the facts, circumstances, and wording given in the February 1, 2002, pre-trial conference, and the wording in the executed decree of divorce, the court held that the Respondent's arguments amounted to "buyer's remorse", and that he didn't know what had transpired between the parties during February 2002, and June 2002. See Transcript of October 25, 2002, Hearing on Motion to Set Aside-pages 37).

Given the procedural remedies in place, the court felt that none of the elements of Rule 60 were satisfied, and the motion was dismissed. The Respondent should have appealed the October 25, 2002, ruling in order to keep that motion alive, but chose not to.

The Respondent never did argue until their appellate brief, that the decree was vague or ambiguous. On the contrary, the Respondent cites as determinative law in their Docketing Statement Rule 60(a) and (b)(1)and(6), which is not part of this appeal. Even in the Respondent's Appellate Brief, they cite in their Statement of the Case that:

> This is an appeal from the district court's denial of Mr. Nigohosian's request, under Rules 59 and 60, URCP, to substitute an amended decree of divorce and supporting findings of fact and conclusions of law for those that had been entered which did not accurately reflect the parties' stipulated settlement as spread on the record several months earlier. (See Appellate Brief-page1).

Using the Respondent's reasoning for the appeal, the Court of Appeals lacks jurisdiction because rule 59 and 60 were never appealed.

The documents signed by the court are not ambiguous. According to the Respondent counsel's admissions, the February 1, 2002, stipulations were debated between counsel for a number of months. When the document were sent to the court for signature, Respondent's counsel had a copy. Nothing was said or done by counsel for the Respondent for thirty-one days. The document is what it is, a proposed agreement between the parties, and should speak for itself. It clearly outlines items which are not ambiguous purporting to be the agreement between the parties.

As such, the decree should stand on it's own merit and be interpreted as alimony being presently the difference between child support and $1250.00, and changing to no more nor less than $1250.00 when the children become the age of majority or as Utah law provides. If the circumstances of the Respondent changes in the future he can always return to the court to have alimony adjusted.

CONCLUSION

Clearly the Respondent never objected the findings of fat, conclusions of law, and decree of divorce. He also never appealed all of his post-judgment motions. also, the appeal should be barred due to the decree becoming absolute and/or the untimely appeal. Due to these

reasons, the Court of Appeals lacks jurisdiction to hear this matter and should dismiss the appeal.

In the alternative, the appeal is without grounds because the decree is not ambiguous, nor did the trial court judge abuse his discretion in signing the documents due to the lack of an objection, and the Respondent has not properly marshaled the evidence.

The Petitioner/Appellee respectfully requests that the Respondents appeal be dismissed, and that she be granted her attorney's fees and costs in this matter given the late appeal, no objection, and untimely rule 59 motion.

RESPECTFULLY SUBMITTED this 30th day of December, 2003.

KESSLER LAW OFFICE

Jay L. Kessler, Attorney for Appellant

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December, 2003, I hand-delivered or sent via First Class United States Mail two copies of the foregoing Appellee Brief to the following:

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Jay L. Kessler

ADDENDUM
CONTENTS OF ADDENDUM

A. Petitioner's proposed Decree of Divorce with Certificate of mailing dated June 4, 2002.

B. The parties' Decree of Divorce signed on June 18, 2002, by Judge Bohling.

C. Respondent's Notice of Appeal filed on July 19, 2002.

D. Respondent's untimely Rule 59 Motion to Amend or Alter Judgment filed on or about November 2, 2002.

E. Respondent's Rule 60 Motion to Set Aside Findings of Fact, Conclusions of Law, and Decree of Divorce, filed July 19, 2002.

F. Petitioner's Notice of Entry of Decree of Divorce sent to Respondent on June 21, 2002.

Tab A

IMAGED

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ENTERED IN REGISTRY OF JUDGMENTS
DATE 06/20/02

FILED DISTRICT COURT
Third Judicial District
JUN 19 2002
SALT LAKE COUNTY
By _____ Deputy Clerk

IN THE THIRD JUDICIAL DISTRICT COURT, IN AND FOR

SALT LAKE COUNTY, STATE OF UTAH

MARGARET NIGOHOSIAN, Petitioner, vs. ROBERT NIGOHOSIAN, Respondent.	**DECREE OF DIVORCE** Civil No. 974904859DA Honorable William B. Bohling Commissioner Susan Bradford

THE ABOVE CAPTIONED MATTER came on regularly for hearing at a Pre-Trial conference held before the Honorable William B. Bohling at 9:00 a.m. on February 1, 2002. Petitioner, Margaret Nigohosian, was present and represented by counsel, James A. McIntyre, of and for McIntyre & Golden, L.C. Respondent, Robert Nigohosian, was present and represented by counsel, Ellen M. O'Hara. The parties met and conferred thereafter with the Court and between themselves until 3:15 p.m. during which time periodic stipulations were read into the record until a final and complete settlement was reached and read into the record. Based upon the stipulations of the parties, the Court having made and entered its Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

1. The bonds of matrimony and marriage contract between the Parties are dissolved, and Petitioner is awarded a Decree of Divorce from Respondent, to become final upon entry by the Court.

2. The parties are awarded joint legal custody of the parties' minor children, Philip Nigohosian, born February 23, 1985; and Randall Nigohosian, born June 12, 1987. Petitioner is awarded the primary physical custody of the children.

3. Respondent is awarded reasonable visitation as provided in Utah Code Ann. §30-3-35. Further, Respondent is awarded expanded visitation from following school on Tuesdays until Thursday morning provided that he provide all transportation to and from the children's residence to his residence in Park City, Utah and returning them to school on Thursday morning. This extended period of visitation should also take place during the summer months.

4. The issue concerning the children being left alone for extended periods of time while Respondent works during the "extended periods of time" described above from Tuesday through Thursday is reserved for future determination.

5. The parties are ordered to abide by the provisions contained in Utah Code Ann. §§30-3-32 thru 30-3-37 (2001). Further, generally the children shall be picked up at Petitioner's residence unless other arrangements are made for the convenience of the parties or the children.

6. The State of Utah is the resident state of the children.

7. In the event one party moves to another state, then the party that moved is ordered to pay for the costs of transporting the children for visitation purposes.

8. Petitioner and Respondent are ordered to exchange information concerning the health,

education, and welfare of the child, and where possible, confer before making decisions concerning any of these areas.

9. Petitioner is awarded the parties' marital home located at 7026 Sunburst Circle, Salt Lake County, Utah 84121, and its equity as her sole and separate property, free and clear of any claim by Respondent. Petitioner is ordered to be responsible for the mortgage, property taxes or other encumbrances owing thereon. Respondent is ordered to execute a deed in Petitioner's favor.

10. Petitioner is ordered to refinance the mortgage on the marital residence in her own name and remove Respondent's name from the mortgage no later than the youngest child's attaining the age of 18.

11. Each party is awarded the personal property presently in their possession.

12. Respondent is entitled to claim Philip as a dependant for tax purposes and Petitioner is entitled to claim Randall as a dependent for tax purposes. Respondent's entitlement to claim Philip is specifically conditioned upon his being current on his child support and alimony obligations during the calendar year from which the exemption is claimed.

13. Petitioner is awarded one-half of Respondent's retirement account which amount should be calculated according to the formula established in *Woodward v. Woodward*, 656 P.2d 431 (Utah 1982). This Court shall issue the appropriate Qualified Domestic Relations Order securing Petitioner's interest in said retirement plan.

14. Petitioner is ordered to pay directly to Respondent the sum of $500.00 to equalize the apportionment of debt and Respondent shall thereafter be ordered to hold Petitioner harmless from any claimed indebtedness owed to Fleet Bank of Boston, Sears, Salt Lake Credit Union, Capital One Visa or his mother.

15. Commencing February 1, 2002, Respondent is ordered to pay to Petitioner the sum of $715.00 per month as and for child support for the parties' minor children. Further, Respondent is entitled to deduct one-half of the parties' minor children's portion of the monthly health insurance premium deducted from Respondent's paycheck. Child support shall be paid for each child until the child turns 18 years of age or graduates from high school during the normal course of his education and with his normal graduating class, whichever occurs later. With respect to Respondent's child support obligation, Respondent's income is subject to immediate and automatic income withholding regardless of whether a delinquency exists as is set forth below.

16. Commencing February 1, 2002, Respondent is ordered to pay alimony to Petitioner which is calculated by finding the difference between $1,250.00 per month and the monthly child support obligation, which alimony obligation is presently calculated to be $535.00 per month, for 25 years commencing on May 1, 1998, and ending on April 30, 2023, unless sooner terminated based upon statutory bases or unless for good cause extended beyond that period by this Court. With respect to Respondent's alimony obligation, Respondent's income is subject to immediate and automatic income withholding regardless of whether a delinquency exists.

17. With respect to Respondent's child support and alimony obligation, Respondent's income is subject to immediate and automatic income withholding as of the effective date of the order, regardless of whether a delinquency exists.

a) Each party is ordered to keep the Office of Recovery Service informed of changes in their address, employment, income, or medical insurance coverage.

b) Pursuant to Utah Code Ann. Sec. 62A-11-320.5, each party to this action may request that the Office of Recovery Services review the Court's child support order for this

action to determine whether a modification of the Court ordered child support be pursued.

18. Respondent is ordered to maintain his present life insurance policy and is ordered to name Petitioner as the beneficiary so long as she is owed child support or alimony.

19. Petitioner presently owns a policy of life insurance on Respondent's life which she intends to maintain for so long as she is owed alimony. Petitioner is entitled to maintain that policy of life insurance upon Respondent's life and Respondent is ordered to cooperate in a physical examination on or before April 1, 2002.

20. Respondent is entitled to file amended joint income tax returns for the years 1999 and 2000 at his sole cost and expense and Petitioner is ordered to cooperate in the filing of said returns with the provision that any refund is ordered to be applied as follows: 1) First, to the payment of Respondent's share of the children's braces; and 2) Second, any remainder should be applied to child support, first past due support and then future support.

21. Pursuant to Utah Code Ann. §78-45-7.15 (1996) Respondent is ordered to maintain medical insurance for the medical expenses of the minor children. Petitioner and Respondent are ordered to share equally the out-of-pocket costs of the premium actually paid by Respondent for the children's portion of the insurance.[1] Each party is ordered to share equally all reasonable and necessary uninsured medical expenses (including braces for Randall if necessary and vision expenses), including deductibles and co-payments, incurred for the parties' minor children. Respondent is ordered to provide verification of the coverage to Petitioner and to the Office of

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[1]The children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the children should be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children.

Recovery Services under Title IV of the Social Security Act. 42 U.S.C. section 601 et seq.. upon initial enrollment of the dependent children. and thereafter on or before January 2 of each calendar year. Respondent is ordered to notify Petitioner and the Office of Recovery Services under IV of the Social Security Act. 42 U.S.C. Section 601 et seq., of any change of insurance carrier. premium. or benefits within 30 calendar days of the date he first knew or should have known the change.

A. A parent who incurs medical expenses is ordered to provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

B. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Utah Code Ann. §78-45-7.15 (1996).

22. Respondent is ordered to pay any outstanding debts incurred during the marriage.

23. Both parties are ordered to execute any documents necessary to implement the Decree of Divorce.

24. Petitioner is be restored to her maiden name "Margo Mary Coates."

DATED this 18 day of June, 2002.

BY THE COURT:

HONORABLE WILLIAM B. BOHLING
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 Feb 8, 2003
DEPUTY COURT CLERK

STATE OF UTAH
County of Salt Lake
I, the undersigned, [illegible] of the DISTRICT Court, State of Utah, Salt Lake County, [illegible] Department do hereby certify that the annexed and foregoing [illegible] is a true and correct copy of an original document on file in my office as such clerk.
[illegible]

I:\Clients\Nigohosian\Decree of Divorce3.wpd

Tab B

JAMES A. McINTYRE - 2196
McINTYRE & GOLDEN, L.C.
Attorneys for Petitioner
3838 South West Temple, Suite 3
Salt Lake City, Utah 84115
Telephone: (801) 266-3399

IN THE THIRD JUDICIAL DISTRICT COURT, IN AND FOR

SALT LAKE COUNTY, STATE OF UTAH

MARGARET NIGOHOSIAN, Petitioner, vs. ROBERT NIGOHOSIAN, Respondent.	**DECREE OF DIVORCE** Civil No. 974904859DA Honorable William B. Bohling Commissioner Susan Bradford

THE ABOVE CAPTIONED MATTER came on regularly for hearing at a Pre-Trial conference held before the Honorable William B. Bohling at 9:00 a.m. on February 1, 2002. Petitioner, Margaret Nigohosian, was present and represented by counsel, James A. McIntyre, of and for McIntyre & Golden, L.C. Respondent, Robert Nigohosian, was present and represented by counsel, Ellen M. O'Hara. The parties met and conferred thereafter with the Court and between themselves until 3:15 p.m. during which time periodic stipulations were read into the record until a final and complete settlement was reached and read into the record. Based upon the stipulations of the parties, the Court having made and entered its Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

1. The bonds of matrimony and marriage contract between the Parties are dissolved, and Petitioner is awarded a Decree of Divorce from Respondent, to become final upon entry by the Court.

2. The parties are awarded joint legal custody of the parties' minor children, Philip Nigohosian, born February 23, 1985; and Randall Nigohosian, born June 12, 1987. Petitioner is awarded the primary physical custody of the children.

3. Respondent is awarded reasonable visitation as provided in Utah Code Ann. §30-3-35. Further, Respondent is awarded expanded visitation from following school on Tuesdays until Thursday morning provided that he provide all transportation to and from the children's residence to his residence in Park City, Utah and returning them to school on Thursday morning. This extended period of visitation should also take place during the summer months.

4. The issue concerning the children being left alone for extended periods of time while Respondent works during the "extended periods of time" described above from Tuesday through Thursday is reserved for future determination.

5. The parties are ordered to abide by the provisions contained in Utah Code Ann. §§30-3-32 thru 30-3-37 (2001). Further, generally the children shall be picked up at Petitioner's residence unless other arrangements are made for the convenience of the parties or the children.

6. The State of Utah is the resident state of the children.

7. In the event one party moves to another state, then the party that moved is ordered to pay for the costs of transporting the children for visitation purposes.

8. Petitioner and Respondent are ordered to exchange information concerning the health,

education, and welfare of the child, and where possible, confer before making decisions concerning any of these areas.

9. Petitioner is awarded the parties' marital home located at 7026 Sunburst Circle, Salt Lake County, Utah 84121, and its equity as her sole and separate property, free and clear of any claim by Respondent. Petitioner is ordered to be responsible for the mortgage, property taxes or other encumbrances owing thereon. Respondent is ordered to execute a deed in Petitioner's favor.

10. Petitioner is ordered to refinance the mortgage on the marital residence in her own name and remove Respondent's name from the mortgage no later than the youngest child's attaining the age of 18.

11. Each party is awarded the personal property presently in their possession.

12. Respondent is entitled to claim Philip as a dependant for tax purposes and Petitioner is entitled to claim Randall as a dependent for tax purposes. Respondent's entitlement to claim Philip is specifically conditioned upon his being current on his child support and alimony obligations during the calendar year from which the exemption is claimed.

13. Petitioner is awarded one-half of Respondent's retirement account which amount should be calculated according to the formula established in *Woodward v. Woodward*, 656 P.2d 431 (Utah 1982). This Court shall issue the appropriate Qualified Domestic Relations Order securing Petitioner's interest in said retirement plan.

14. Petitioner is ordered to pay directly to Respondent the sum of $500.00 to equalize the apportionment of debt and Respondent shall thereafter be ordered to hold Petitioner harmless from any claimed indebtedness owed to Fleet Bank of Boston, Sears, Salt Lake Credit Union, Capital One Visa or his mother.

15. Commencing February 1, 2002, Respondent is ordered to pay to Petitioner the sum of $715.00 per month as and for child support for the parties' minor children. Further, Respondent is entitled to deduct one-half of the parties' minor children's portion of the monthly health insurance premium deducted from Respondent's paycheck. Child support shall be paid for each child until the child turns 18 years of age or graduates from high school during the normal course of his education and with his normal graduating class, whichever occurs later. With respect to Respondent's child support obligation, Respondent's income is subject to immediate and automatic income withholding regardless of whether a delinquency exists as is set forth below.

16. Commencing February 1, 2002, Respondent is ordered to pay alimony to Petitioner which is calculated by finding the difference between $1,250.00 per month and the monthly child support obligation, which alimony obligation is presently calculated to be $535.00 per month, for 25 years commencing on May 1, 1998, and ending on April 30, 2023, unless sooner terminated based upon statutory bases or unless for good cause extended beyond that period by this Court. With respect to Respondent's alimony obligation, Respondent's income is subject to immediate and automatic income withholding regardless of whether a delinquency exists.

17. With respect to Respondent's child support and alimony obligation, Respondent's income is subject to immediate and automatic income withholding as of the effective date of the order, regardless of whether a delinquency exists.

a) Each party is ordered to keep the Office of Recovery Service informed of changes in their address, employment, income, or medical insurance coverage.

b) Pursuant to Utah Code Ann. Sec. 62A-11-320.5, each party to this action may request that the Office of Recovery Services review the Court's child support order for this

action to determine whether a modification of the Court ordered child support be pursued.

18. Respondent is ordered to maintain his present life insurance policy and is ordered to name Petitioner as the beneficiary so long as she is owed child support or alimony.

19. Petitioner presently owns a policy of life insurance on Respondent's life which she intends to maintain for so long as she is owed alimony. Petitioner is entitled to maintain that policy of life insurance upon Respondent's life and Respondent is ordered to cooperate in a physical examination on or before April 1, 2002.

20. Respondent is entitled to file amended joint income tax returns for the years 1999 and 2000 at his sole cost and expense and Petitioner is ordered to cooperate in the filing of said returns with the provision that any refund is ordered to be applied as follows: 1) First, to the payment of Respondent's share of the children's braces; and 2) Second, any remainder should be applied to child support, first past due support and then future support.

21. Pursuant to Utah Code Ann. §78-45-7.15 (1996) Respondent is ordered to maintain medical insurance for the medical expenses of the minor children. Petitioner and Respondent are ordered to share equally the out-of-pocket costs of the premium actually paid by Respondent for the children's portion of the insurance.[1] Each party is ordered to share equally all reasonable and necessary uninsured medical expenses (including braces for Randall if necessary and vision expenses), including deductibles and co-payments, incurred for the parties' minor children. Respondent is ordered to provide verification of the coverage to Petitioner and to the Office of

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[1]The children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the children should be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children.

Recovery Services under Title IV of the Social Security Act, 42 U.S.C. section 601 et seq., upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year. Respondent is ordered to notify Petitioner and the Office of Recovery Services under IV of the Social Security Act, 42 U.S.C. Section 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he first knew or should have known the change.

A. A parent who incurs medical expenses is ordered to provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

B. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Utah Code Ann. §78-45-7.15 (1996).

22. Respondent is ordered to pay any outstanding debts incurred during the marriage.

23. Both parties are ordered to execute any documents necessary to implement the Decree of Divorce.

24. Petitioner is be restored to her maiden name "Margo Mary Coates."

DATED this _____ day of _____, 2002.

BY THE COURT:

_____

HONORABLE WILLIAM B. BOHLING
District Court Judge

I:\Clients\Nigohosian\Decree of Divorce3.wpd

CERTIFICATE OF MAILING

I hereby certify that I mailed, postage pre-paid, a true and correct copy of the foregoing **DECREE OF DIVORCE** to the following on this 4th day of June, 2002.

Jody Lee Anderson

Ellen M. O'Hara
Attorney at Law
211 East 300 South, Suite 215
Salt Lake City, Utah 84111-2488

Tab C

Ellen M. O'Hara-7590
Attorney for the Respondent
211 East 300 South, Suite 215
Salt Lake City, Utah 84111
Telephone (801) 532-3968

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

MARGARET NIGOHOSIAN Petitioner, vs. ROBERT NIGOHOSIAN, Respondent.	**NOTICE OF APPEAL** Civil No. **974904859 DA** Judge William B. Bohling Commissioner Susan Bradford

COMES NOW the Respondent, Robert Nigohosian, by and through counsel, Ellen m. 'Hara, and gives notice of appeal from the Decree of Divorce entered on or about June 20, 02.

Respondent received Notice of Entry of Judgment on or about June 24 , 2002. ›ondent files this notice within thirty days as required by Rule 4(a) of the Utah Rules of llate Procedure.

:D this 19th day of July, 2002.

Ellen M. O'Hara
Attorney for the Respondent

CERTIFICATE OF MAILING

On this 19th day of July,2002 I placed in the U.S. mail, first class postage prepaid, a true and correct copy of the foregoing to:

Margaret Nigohosian
Petitioner
7026 South Sunburst Cir.
Salt Lake City, UT 84121

Tab D

Ellen M. O'Hara-7590
Attorney for the Respondent
211 East 300 South, Suite 215
Salt Lake City, Utah 84111
Telephone (801) 532-3968

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

MARGARET NIGOHOSIAN, Petitioner, vs. ROBERT NIGOHOSIAN, Respondent.	**RULE 59 MOTION TO ALTER OR AMEND JUDGMENT AND MEMORANDUM IN SUPPORT OF MOTION** Civil No. 974904859 DA Judge William B. Bohling Commissioner Susan Bradford

COMES NOW the Respondent, Robert Nigohosian, by and through counsel, Ellen M. O'Hara, and moves this Court to alter or amend its judgment given at hearing before the Honorable William B. Bohling on Friday, October 25, 2002 and to enter the Amended **FINDINGS OF FACT AND CONCLUSIONS OF LAW** and **DECREE OF DIVORCE** as attached to this document.

MEMORANDUM

At the hearing on Friday, October 25, 2002, the Court heard argument on Respondent's Rule 60(a) and (b) Motion to Set Aside the Judgment and enter amended documents and

Petitioner's Objections to the Motion for Relief from Judgment. The Court decided to consider both Petitioner's Objections and Respondent's Objections. The Court considered Respondent's Motion for Relief from Judgment as the equivalent of Objections to a proposed Order. The Court ruled that it was fair to consider both Motions, if one or both were untimely filed.

Counsel for Respondent supported the attached proposed amended documents by citing to the records where there were inaccuracies. Counsel for the Respondent also indicated that there were items in the original documents which were not part of the parties' stipulation and were never read into the Court's record.

The inaccuracies or errors in language occur in the Findings of Fact [and parallel places in the Conclusions of Law and Decree of Divorce] at these places:

1. In the opening paragraph, the words "final and complete settlement" occur when in fact there were several issues omitted [vehicles and a tax refund].
2. ¶ 6 does not include Respondent's right to the elections mentioned in U.C.A. 30-3-35, even though the record of the hearing indicates that this is part of the stipoulation.
3. ¶7 does not reflect the court's own wording on the issue.
4. ¶ 14 adds a statement that each party be awarded the personal property presently in their possession, even though that statement does not appear in the record, nor was it part of the parties' agreement.
5. ¶ 18 adds a second sentence even though that statement does not appear in the record, nor was it part of the parties' agreement.
6. ¶ 20 misstates the purpose for which the $500.00 was paid and adds language

concerning the Respondent's mother. The paragraph does not include the timing "on or before February 28, 2002" for payment of the debt. All of these items as read into the record appear in the amended documents attached hereto.

7. ¶ 25 was never part of the parties' agreement nor does it appear in the court record.

8. ¶ 26 fails to include language " or within three months after April 1, 2002" according to the court record.

The Conclusions of Law ¶24 was added and was not part of the parties' agreement. The language does not appear in the court record.

Counsel for the Petitioner did not challenge the accuracy of the statements in the revised documents as they appear in the official court transcript. Counsel for the Petitioner argued only that these items were matters of form and not substance, that the documents were not " perfect" and that the Court should leave them as entered because the divorce action had gone on for a long time.

These errors are more than style: they affect Respondent's parent time [since the elections must appear in the Court order], his responsibilities for debt and for a life insurance policy, for his rights to claim his son for tax purposes, for his right to seek redress for non-payment of the $500.00 and for his right to have the language of the order reflect the agreement as entered into the court record at the time of the hearing in February 2002. Given the acrimonious relationship between the parties, it is likely that there will be further litigation, so the language of the documents should fairly reflect the agreement.

In its ruling, the Court characterized the Respondent's Motion to Set Aside as "buyer's

remorse". That is truly not the issue. At the beginning of the hearing, the Court decided to hear both Petitioner's Objections and Respondent's Motion equally, as if timely filed. If the Court considered Respondent's Motion as timely filed and if no objections were raised by Petitioner as to the accuracy of the changes as in the attached documents, Respondent should be entitled to have the documents enter as amended because these correctly reflect both the parties' agreement and the court's record. Having the amended documents enter would resolve almost all of the issues before

WHEREFORE Respondent respectfully requests that the Court reconsider its decision and allowed the amended documents to enter.

DATED this 2nd day of November , 2002.

Ellen M. O'Hara
Attorney for the Respondent

CERTIFICATE OF MAILING

On this 3rd day of November,2002 I placed in the U.S. mail, first class postage prepaid, a true and correct copy of the foregoing to:

Jennifer Lee
Snow, Nuffer
Attorney for the Petitioner
341 S. Main, #303
Salt Lake City, UT 84111

Tab E

Ellen M. O'Hara-7590
Attorney for the Respondent
211 East 300 South, Suite 215
Salt Lake City, Utah 84111
Telephone (801) 532-3968

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

MARGARET NIGOHOSIAN, Petitioner, vs. ROBERT NIGOHOSIAN, Respondent.	**RULE 60 (a) and (b) MOTION FOR RELIEF FROM JUDGMENT, TO SET ASIDE FINDINGS OF FACT AND CONCLUSIONS OF LAW AND DECREE OF DIVORCE AND TO ENTER AMENDED DOCUMENTS AND MEMORANDUM IN SUPPORT OF MOTION** Civil No. 974904859 DA Judge William B. Bo hling Commissioner Susan Bradford

COMES NOW the Respondent, Robert Nigohosian, by and through counsel, Ellen M. O'Hara, and moves this Court for relief from judgment and to set aside the **FINDINGS OF FACT AND CONCLUSIONS OF LAW** and the **DECREE OF DIVORCE** entered on or about June 20, 2002 in this action and to enter the attached Amended **FINDINGS OF FACT AND CONCLUSIONS OF LAW** and **DECREE OF DIVORCE** as attached to this document.

MEMORANDUM

There are items in the original **FINDINGS OF FACT AND CONCLUSIONS OF LAW** and the

DECREE OF DIVORCE entered on or about June 20, 2002 which were not part of the parties' Stipulations as entered by the Court. The Respondent requests that the Court correct these errors by entering the attached amended documents under Rule 60(a) of the Utah Rules of Civil Procedure. The Court may do so under Rule 60 (a) because the Court assumed that the documents correctly reflected what occurred in Court. The Court may correct these errors as of a clerical nature. *Meagher v. Equity Oil Co.* 299 P.2d 827 (Utah 1956).

In the alternative, Respondent requests that the Court set aside the original documents as entered by the Court and enter the amended documents based on Rule 60(b) (1) and (6) of the Utah Rules of Civil Procedure.

DATED this 19th day of July , 2002.

Ellen M. O'Hara
Attorney for the Respondent

CERTIFICATE OF MAILING

On this 19th day of July,2002 I placed in the U.S. mail, first class postage prepaid, a true and correct copy of the foregoing to:

Margaret Nigohosian
Petitioner
7026 South Sunburst Cir.
Salt Lake City, UT 84121

Ellen M. O'Hara

Tab F

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McINTYRE & GOLDEN, L.C.
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Salt Lake City, Utah 84115
Telephone: (801) 266-3399

IN THE THIRD JUDICIAL DISTRICT COURT, IN AND FOR

SALT LAKE COUNTY, STATE OF UTAH

MARGARET NIGOHOSIAN, Petitioner, vs. ROBERT NIGOHOSIAN, Respondent.	**NOTICE OF ENTRY OF DECREE OF DIVORCE** Civil No. 974904859DA Honorable William B. Bohling Commissioner Susan Bradford

Pursuant to Rule 4-504 of the Code of Judicial Administration, please take notice that the Decree of Divorce was entered on June 20, 2002.

Dated this 21st day of June, 2002.

McINTYRE & GOLDEN, L.C.

JAMES A. McINTYRE
Attorneys for Petitioner

I:\Clients\Nigohosian\Notice of Entry of Decree of Divorce.wpd

CERTIFICATE OF MAILING

I hereby certify that I mailed, postage pre-paid, a true and correct copy of the foregoing **NOTICE OF ENTRY OF DECREE OF DIVORCE** to the following on this 21st day of June, 2002.

Cindy McGuire

Ellen O'Hara
Attorney at Law
211 East 300 South, Suite 215
Salt Lake City, Utah 84111-2488