

1992

Lynette Manske Torres v. John Martin Torres : Reply Brief

Utah Supreme Court

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Case No. 920101-CA
Civil No. 884902184 DA

COURT OF APPEALS

IN THE COURT OF APPEALS
IN AND FOR THE STATE OF UTAH

LYNETTE MANSKE TORRES,
Plaintiff/Appellant,

v.

JOHN MARTIN TORRES,
Defendant/Respondent.

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: APPELLANT'S REPLY BRIEF
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: Case No. 920101-CA
: Civil No. 884902184 DA

ON APPEAL FROM THE THIRD JUDICIAL DISTRICT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH
HONORABLE KENNETH RIGTRUP
District Court Judge

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IN THE COURT OF APPEALS
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LYNETTE MANSKE TORRES,	:	APPELLANT'S REPLY BRIEF	
Plaintiff/Appellant,	:		
v.	:		
JOHN MARTIN TORRES,	:		
Defendant/Respondent.	:	Case No. 920101-CA	
	:	Civil No. 884902184	DA

Appellant, Lynette Manske Torres, herewith submits her Reply Brief to Respondent's Brief. Appellant's Reply Brief shall show the Court that Mr. Torres' Brief mischaracterizes facts, fails to accurately interpret the law, and misapplies fundamental equitable principles.

I.

AWARDING MR. TORRES A \$4,000.00 LIEN IN
MRS. TORRES' PREMARITAL PROPERTY IN LIGHT
OF DISTRIBUTION OF THE MARITAL ASSETS
AND LIABILITIES IS INEQUITABLE

Mrs. Torres agrees with the proposition cited by Mr. Torres "the overriding consideration [in marital property division] is that the ultimate division be equitable." Watson v. Watson, 190 Ut. Adv. Rep. at 45 (Utah App. 1992). In deciding whether awarding

Mr. Torres a \$4,000.00 lien against Mrs. Torres' home and real property is an abuse of discretion, the Court should consider the award in light of the overall division of liabilities and assets from the Torres marriage as the Courts did in Watson v. Watson, supra, and Roberts v. Roberts, 188 Ut. Adv. Rep. 26 (Ut. App. 1992). The trial court awarded assets and divided liabilities as follows:

1. Mr. Torres was awarded a \$4,000.00 lien against Mrs. Torres' home, which she acquired in 1982, four years prior to her marriage to Mr. Torres; the current mortgage on the home is approximately \$47,000.00 and the appraised value of the home is \$37,000.00, making it clear that there is no equity in the home (Finding of Fact, 7). Mrs. Torres will continue to pay the mortgage on the home while Mr. Torres has no responsibility for payment.

2. Mr. Torres gave Mrs. Torres two rings from Morgan Jewelers just before Christmas in 1987, which cost \$4,327.03. When the parties separated in mid-January 1989, the Defendant was still paying on the rings and the Court ordered the Plaintiff to reimburse the Defendant for all payments made after mid-January 1989 in an amount greater than \$3,052.22. (Plaintiff's Exhibit "15" attached; Finding of Fact, 10) The Court made the award despite the fact that the gift was a completed gift in 1987.

3. The Court required the Plaintiff and Defendant to each pay one-half of the \$4,690.09 medical bills incurred for Mrs. Torres' surgery despite the fact that Mr. Torres cancelled Mrs. Torres' coverage on his insurance policy with the Utah Public Employee's Health Plan four (4) days prior to the August 15, 1990 operation without providing notice to Mrs. Torres.

In each instance of an award of an asset or a charging of a liability, there is clearly strong compelling equitable circumstances in favor of Mrs. Torres which makes both the specific awards and overall awards and charging of liabilities inequitable. Specifically, with respect to the \$4,000.00 lien against Mrs. Torres' home, there is no equity in the home, and, in fact, a \$10,000.00 deficit. Mrs. Torres paid for the home for four (4) years prior to marrying Mr. Torres and they resided in Mrs. Torres' home for only three (3) years. Mr. Torres, in providing what the Court determined to be \$6,000.00 worth of labor, did nothing more than that which any husband should do under the circumstances, yet his contribution to the marriage in the form of labor is being highly valued and quantified by the Court without any reference to valuing and quantifying contributions of Mrs. Torres.

This Court should reverse the trial court's award of a \$4,000.00 lien against Mrs. Torres' home based upon the trial court's abuse of discretion where "such a serious inequity has

resulted as to manifest clear abuse of discretion." Watson v. Watson, 190 Ut. Adv. Rep. 42, 44 (Ut. App. 1992).

II.

MR. TORRES HAS NOT "CONTRIBUTED TO THE ENHANCEMENT, MAINTENANCE OR PROTECTION OF THE RINGS AS CONTEMPLATED IN MORTENSEN V. MORTENSEN."

The Defendant has totally misinterpreted the equitable principles set forth in Mortensen v. Mortensen, 760 P.2d 304 (Utah 1988). Mr. Torres' position is that since he continued to make payments on the debt he incurred when purchasing the rings for Mrs. Torres, he has some how "contributed to the enhancement, maintenance or protection" of the rings, and is therefore entitled to an equitable in them. Mortensen v. Mortensen, 760 P.2d at 308. The Mortensen case does not stand for the principle that if you give a gift to a person and incur a debt to purchase the gift, you gain an equitable interest in the gift simply by paying off the debt.

In Mortensen, Mr. and Mrs. Mortensen brought little into the marriage. Approximately ten years after their marriage, Mr. Mortensen received by gift a ten percent (10%) interest in a family farming venture. The issue framed by Associate Chief Justice Howe was: "This case presents for determination the question of what disposition should be made in a Divorce Decree of property given to one of the parties to the marriage by his or her family during the

course of the marriage." Mortensen at p. 304. After reviewing the facts, the Court then reviewed Utah cases wherein a spouse had received a gift or inheritance from a family member during the marriage and each related decision. Absolutely none of the cases dealt with a spouse acquiring an interest in a gift to the other spouse by paying off a debt incurred in financing the gift. Equity is not accomplished by awarding Mr. Torres a lien on the ring he gifted to his wife simply by paying off his own debt.

The Court had absolutely no factual, legal or equitable basis to make Mrs. Torres pay for her own gift and abused its discretion in so ordering. The trial court should be reversed and Mrs. Torres should be awarded the rings free and clear of any debt, and Mr. Torres should be ordered to pay the liability he originally incurred.

III.

**IT IS "MANIFEST IN JUSTICE" TO REQUIRE MRS. TORRES
TO PAY FOR HER SURGERY AFTER MR. TORRES'
ALMOST SIMULTANEOUS TERMINATION OF HER
COVERAGE UNDER HIS INSURANCE POLICY**

The Court in its ruling on the allocation of the \$4,600.00 liability arising from Mrs. Torres' surgery (Finding of Fact, 12), and the Appellee in his Trial Brief, make much of the fact that no written Order was in place requiring Mr. Torres to maintain Mrs. Torres on his health insurance policy. This reliance

totally misses the mark of making an equitable division of the liabilities incurred during the marriage.

Mr. Torres would have this Court believe that Mrs. Torres did not obtain pre-authorization for her surgery. (Appellant's Brief p. 28). Contrary to that misleading assertion, Gary Field, an employee of the health plan covering Mr. and Mrs. Torres testified that on August 7, 1990, eight (8) days prior to the scheduled operation, a pre-authorization letter was sent to Mrs. Torres' physicians authorizing the surgery, (Transcript p. 40-42), that clearly led Mrs. Torres and her physicians to believe that the insurance would be in place at the time of the operation, and they reasonably relied on the pre-authorization letter. It is true, as suggested in Mr. Torres' Brief, that Mrs. Torres did not call up the insurance company ten minutes before the operation to find out if her husband had paid her premium for that month, but then again, after having received the pre-authorization letter from the health plan, who would?

In believing that the insurance policy was in place, and the premium had been paid, Mrs. Torres relied on an agreement reached before Judge Rigtrup that medical insurance would be in place for her surgery. (Transcript p. 82-84; 157-159). The health insurance Mrs. Torres relied upon had been in place during her marriage and for the nineteen (19) months preceding her operation.

Mr. Torres had provided her no notice that he decided to discontinue her coverage on his health plan prior to the operation. Did Mr. Torres receive notification from the health plan of the pre-authorization for surgery for Mrs. Torres? While it is unclear from the record, and Mr. Torres denies notice of the operation, Mrs. Torres asserts that Mr. Torres' actions were not coincidental, but they were malicious and intentional.

Based upon the circumstances, it is clearly manifest injustice to require Mrs. Torres to pay fifty percent (50%) of the doctor's bills incurred for her surgery. The trial court simply abused its discretion. The award should be set aside, and Mr. Torres required to pay the entire medical bills for Mrs. Torres' surgery.

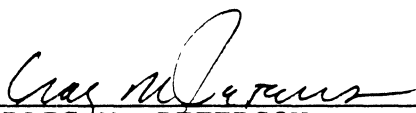
CONCLUSION

The trial court in the Torres marital dissolution clearly misapplied equitable principles in awarding and charging marital assets and liabilities. Mr. Torres was awarded an equitable lien based upon his simply paying off the debt which he incurred to purchase the rings. Mr. Torres has been awarded a \$4,000.00 lien on Mrs. Torres' house, which has no equity. Finally, Mrs. Torres is being penalized for relying upon a long-term history of insurance being in place and having received appropriate pre-authorization less than one week before the surgery, while Mr.

Torres is being rewarded for what is arguably an extraordinarily malicious act. The trial court's award should be set aside based upon abuse of discretion and awards made according to the principles and requests set forth in this Reply Brief.

DATED this 30 day of October, 1992.

LITTLEFIELD & PETERSON


CRAIG M. PETERSON
Attorney for Plaintiff
Appellant

CERTIFICATE OF HAND-DELIVERY

I hereby certify that I caused to be hand-delivered, a true and correct copy of the foregoing, APPELLANT'S REPLY BRIEF, this 30 day of October, 1992, to:

David R. Hartwig, Esq.
263 East 2100 South
Salt Lake City, Utah 84115
Attorney for Respondent


CRAIG M. PETERSON

Torres.RB/W10

DATE - 7/31/90

008 SIDE COMPANY COUN ACCOUNT 30 MONTHS

DELAY BILLING UNTIL	0/0/00
PRINT STOPPING Y/N	Y
CHARGE LINE ITEM Y/N	Y
CREDIT LIMIT ON ACCT \$	0.00
CREDIT LIMIT ON SALE \$	0.00

ACCOUNT OPEN	8/25/88
LIBS CLOSED	00
HISTORY FROM 1/1/80 ON	0/00/00
POST JUL 2001110001100	0 MONTH
REMAINING EVENT 01	
REMAINING HISTORY	00

LAST PAYMENT	77.50	DN	7/12/91	ACCT BAL	11.00
LAST CHARGE	534.16	UN	10/30/87	UN	0.00
HIGHESL CHG	4327.03	UN	9/26/87	FOR	
HIGH BAL	5028.76	UN	9/28/87	TOTAL	

PENGAD-Soyoma, N. I.

PLAINTIFF'S
EXHIBIT

15
rec

[illegible]

8/14/89	PAYMENT, THANK YOU	75.00-	3052.22	8
8/25/89	PAYMENT, THANK YOU	80.00-	2972.22	8
8/31/89	FINANCE CHARGE	54.73	3026.95	8
8/31/89	PROPERTY & LIFE Insu	11.65	3038.60	8
9/11/89	PAYMENT, THANK YOU	75.00-	2963.60	8
9/30/89	FINANCE CHARGE	53.18	3016.78	8
9/30/89	LATE CHARGE	5.00	3021.78	8
9/30/89	PROPERTY & LIFE Insu	11.63	3033.41	8
10/04/89	PAYMENT, THANK YOU	80.00-	2953.41	8
10/18/89	PAYMENT, THANK YOU	77.50-	2875.91	8
10/31/89	FINANCE CHARGE	53.08	2928.99	8
10/31/89	PROPERTY & LIFE Insu	11.27	2940.26	8
11/06/89	PAYMENT, THANK YOU	77.50-	2862.76	8
11/25/89	PAYMENT, THANK YOU	60.00-	2802.76	8
11/25/89	PAYMENT, THANK YOU	17.50-	2785.26	8
11/28/89	PAYMENT, THANK YOU	77.50-	2707.76	8
11/30/89	FINANCE CHARGE	51.45	2759.21	8
11/30/89	PROPERTY & LIFE Insu	13.48	2772.59	8
12/26/89	PAYMENT, THANK YOU	155.00-	2617.59	2
12/31/89	FINANCE CHARGE	40.52	2666.11	8
12/31/89	PROPERTY & LIFE Insu	12.93	2679.04	8
1/24/90	PAYMENT, THANK YOU	77.50-	2601.54	8
1/31/90	FINANCE CHARGE	46.88	2648.42	8
1/31/90	LATE CHARGE	5.00	2653.42	8

/28/90 LATE CHARGE	20.00	4870.77	8
/28/90 Property & Life Insu	12.80	2653.24	8
/16/90 PAYMENT, THANK YOU	77.50-	2575.74	8
/31/90 FINANCE CHARGE	46.43	2622.17	8
/31/90 LATE CHARGE	5.00	2627.17	8
/31/90 Property & Life Insu	12.74	2639.91	8
/17/90 PAYMENT, THANK YOU	160.00-	2479.91	8
/30/90 FINANCE CHARGE	46.20	2526.11	8
/30/90 Property & Life Insu	17.25	2538.36	8
/01/90 PAYMENT, THANK YOU	155.00-	2383.36	8
/19/90 PAYMENT, THANK YOU	77.50-	2305.86	8
/31/90 FINANCE CHARGE	44.42	2350.28	8
/31/90 Property & Life Insu	11.39	2361.67	8
/04/90 PAYMENT, THANK YOU	77.50-	2284.17	8
/25/90 PAYMENT, THANK YOU	155.00-	2129.17	8
/30/90 FINANCE CHARGE	41.33	2170.50	8
/30/90 Property & Life Insu	10.52	2181.02	8
/23/90 PAYMENT, THANK YOU	155.00-	2026.02	8
/31/90 FINANCE CHARGE	38.17	2064.19	8
/31/90 Property & Life Insu	10.01	2074.20	8
/30/90 PAYMENT, THANK YOU	150.00-	1919.20	8
/31/90 FINANCE CHARGE	36.30	1955.50	8
/31/90 Property & Life Insu	9.48	1964.98	8
/20/90 PAYMENT, THANK YOU	77.50-	1887.48	8
/30/90 FINANCE CHARGE	34.39	1921.87	8
/30/90 LATE CHARGE	5.00	1926.87	8
/30/90 Property & Life Insu	24.70	1951.57	8
/04/90 PAYMENT, THANK YOU	77.50-	1874.07	8
/24/90 PAYMENT, THANK YOU	75.00-	1799.07	8
/31/90 FINANCE CHARGE	34.15	1833.22	8
/31/90 LATE CHARGE	5.00	1838.22	8
/31/90 Property & Life Insu	23.56	1861.78	8
/03/90 PAYMENT, THANK YOU	80.00-	1781.78	8
/16/90 PAYMENT, THANK YOU	80.00-	1701.78	8
/30/90 PAYMENT, THANK YOU	80.00-	1621.78	8
/30/90 FINANCE CHARGE	32.58	1654.36	8
/30/90 Property & Life Insu	21.20	1675.56	8
/21/90 PAYMENT, THANK YOU	155.00-	1520.56	8
/31/90 FINANCE CHARGE	29.32	1549.88	8
/31/90 Property & Life Insu	19.86	1569.74	8
/10/91 PAYMENT, THANK YOU	72.50-	1492.24	8
/12/91 PAYMENT, THANK YOU	77.50-	1414.74	8
/13/91 FINANCE CHARGE	27.47	1442.21	8
/13/91 Property & Life Insu	18.48	1460.69	8
/20/91 PAYMENT, THANK YOU	77.50-	1383.19	8
/22/91 PAYMENT, THANK YOU	77.50-	1305.69	8
/28/91 FINANCE CHARGE	25.56	1331.25	8
/28/91 Property & Life Insu	17.06	1348.31	8
/31/91 PAYMENT, THANK YOU	77.50-	1270.81	8
/31/91 FINANCE CHARGE	23.60	1294.41	8
/31/91 LATE CHARGE	5.00	1299.41	8
/31/91 Property & Life Insu	16.65	1316.06	8
/02/91 PAYMENT, THANK YOU	77.50-	1238.56	8
/17/91 FINANCE CHARGE	23.03	1184.09	8
/30/91 Property & Life Insu	15.18	1199.27	8
/01/91 PAYMENT, THANK YOU	77.50-	1121.77	8
/16/91 PAYMENT, THANK YOU	77.50-	1044.27	8
/31/91 FINANCE CHARGE	20.92	1065.26	8
/31/91 Property & Life Insu	13.65	1078.91	8
/01/91 PAYMENT, THANK YOU	77.50-	1001.41	8
/13/91 PAYMENT, THANK YOU	77.50-	923.91	8

9:07:09
7/31/91

MORGAN JEWELERS
TICKLER ACCOUNT SUMMARY

PAGE 1
RC20

ACCOUNT NO. NAME

8075491 JOHN M. TORRES

1 Q. What is the date of that letter?

2 A. July 10th, 1990.

3 Q. And that letter -- does that letter
4 request preauthorization for surgery to Lynette Torres
5 now known as Lynette Manske?

6 A. Yes.

7 Q. And does the first page give
8 preauthorization for that surgery?

9 A. No, it's a bill.

10 Q. Is it a bill?

11 A. Yes.

12 Q. Was preauthorization ever given for that
13 surgery by your offices?

14 A. Yes, it was.

15 Q. And is that indicated in the files?

16 A. Yes.

17 Q. I'm going to ask you to mark that, since
18 I couldn't find it, with a tab. Is that it?

19 A. Yes, right here.

20 Q. It already has a tab. Mark that as Tab
21 D, please. And is that authorization from your
22 office?

23 A. Yes, it is.

24 Q. And the second page of that document is
25 the letter authorizing the surgery, is that correct?

1 A. Yes.

2 Q. What is the date of the
3 preauthorization?

4 A. The date of the letter notifying the
5 preauthorization is August 7th, 1990.

6 Q. I'm going to ask you to tab that, and
7 mark that as E, specifically.

8 A. Okay (Marking).

9 Q. And, I'm sorry, the date was August
10 11th?

11 A. August 7th.

12 Q. August 7th, 1990?

13 A. Yes.

14 Q. Did -- and someone from your office --
15 it was you, I believe -- called Mr. Torres, and had
16 informed him that this surgery was taking place, is
17 that correct?

18 A. No, I did not.

19 Q. Do you know who it was from your office?

20 A. No, I do not.

21 Q. Are there any other -- that
22 authorization is sufficient for authorization of
23 hospitalization, anesthesiology, whatever that
24 particular doctor deems is necessary within the
25 parameters of your payment schedule, is that correct?

1 A. It indicates that, yes, in the letter.

2 Q. So that hospitalization, anesthesiology,
3 the doctor's surgery and the doctor's aftercare or
4 aftertreatment would all be covered by the
5 preauthorization? That's redundant.

6 A. It's preauthorizing, yes, the surgery.

7 Q. Yes. If I can see that exhibit for just
8 a moment, please?

9 Then, have you had an opportunity to
10 review these files fairly thoroughly during the time
11 prior to coming into court today?

12 A. Yes.

13 Q. And, as you've reviewed those files, has
14 there been any payment by the insurance company for
15 surgery -- the surgery which occurred on August 15th,
16 1990?

17 A. Yes.

18 Q. What payment has there been?

19 A. Well, I requested the payments back from
20 St. Mark's Hospital from Dr. Morrison, and that's all
21 I have here.

22 Q. And you have received those two payments
23 back?

24 A. Yes, we have.

25 Q. So, at this point, then, there are no

1 A. Yes, it did.

2 Q. Did you get the preapproval?

3 A. Yes.

4 Q. Was the surgery performed?

5 A. Yes.

6 Q. Did the insurance initially pay for the

7 surgery?

8 A. Yes.

9 Q. Is there now -- did the insurance demand

10 that the checks for the surgery be returned?

11 A. Yes.

12 Q. Is there currently an outstanding

13 balance for that surgery?

14 A. Yes.

15 Q. Do you know why the insurance company

16 demanded the return of the checks?

17 A. Because John terminated me from the

18 insurance.

19 Q. Were you present at the pretrial --

20 again, you were present at the pretrial, as you

21 previously testified, in front of Judge Rigtrup?

22 A. Yes.

23 Q. Was the insurance discussed at that

24 time, to the best of your recollection?

25 A. Yes, it was.

1 Q. Was it specifically discussed, the
2 health insurance?

3 A. Yes.

4 Q. What was said about the health insurance
5 by anyone present?

6 A. I mentioned to you that --

7 Q. Wait a minute. Was Mr. Torres there?

8 A. Yes.

9 Q. Was he represented by counsel?

10 A. Yes.

11 Q. Was the counsel Mr. Hartwig?

12 A. No.

13 Q. Now, what was said at the pretrial
14 regarding the health insurance?

15 A. I mentioned to you that John told me he
16 was taking me off the insurance, and so I mentioned to
17 you that I thought he should keep me on until this
18 divorce was settled. He mentioned it to Judge
19 Rigtrup, and he ordered John to keep me on the
20 insurance, to reinstate me as of that date.

21 Q. If he had, in fact, terminated you?

22 A. Right.

23 Q. Did Mr. Torres represent at that time
24 that he had not terminated you?

25 A. Right.

1 Q. And this was prior to your surgery, is
2 that correct?

3 A. Yes.

4 Q. You have in front of you what's been
5 marked as Plaintiff's Exhibit 23, entitled: "Cost of
6 Preapproved Surgery."

7 Was that cover sheet prepared in my
8 office with your assistance and at your direction?

9 A. Yes.

10 Q. Does the cover sheet represent the costs
11 which are currently outstanding for the surgery?

12 A. Yes.

13 Q. Are those all of the costs which are
14 outstanding?

15 A. To the best of my knowledge.

16 Q. And are the documents which are attached
17 to the cover sheet representative of the billing
18 process, or in the case of St. Marks, also
19 representative of a -- well, the lawsuit is not
20 attached. I'll come back to that. Representative of
21 the billing process of each of the institutions or
22 individuals who provided surgery?

23 A. Yes.

24 MR. PETERSON: Move the admission of
25 Plaintiff's 23, your Honor.

1 in.

2 Q. Did you purchase additional items such
3 as the refrigerator?

4 A. Yes, we purchased a refrigerator. There
5 was, like, Christmas gifts for the kids and Lynette's
6 kids, stuff like that.

7 Q. Were there other things that were
8 purchased for Lynette and the children that you can
9 recall while you were together?

10 A. Yes. One thing we purchased, and we
11 both agreed on -- we were kind of lucky -- is we went
12 to Wendover, and I won 1,100, \$1,200. And with that
13 money, we bought the kids bedroom sets.

14 Q. Okay, now, if I can turn your attention
15 to the insurance issue and the incident with the jaw.
16 We've already indicated to the Court that there was an
17 altercation in January of 1989; is that correct?

18 A. Yes, sir, it is.

19 Q. Wherein you struck Lynette, and
20 apparently broke her -- somehow fractured her jaw; is
21 that correct?

22 A. Yes.

23 Q. Okay. At this point in time, have my
24 representations to the Court and Counsel, as far as
25 your responsibility, that you are willing to take

1 responsibility for that, has that been correct?

2 A. Yes, it is.

3 Q. Did you accompany Lynette or at any time
4 meet with the physicians who were treating her for the
5 jaw problem?

6 A. I was up to the hospital and talked to
7 the doctor, but, no, I really didn't meet with them.

8 Q. Okay. Was there, to your -- well, first
9 of all, do you remember any agreement between you and
10 Lynette concerning carrying the insurance?

11 A. Yes.

12 Q. What do you remember of that agreement
13 to date?

14 MR. PETERSON: Are we asking about the
15 health insurance?

16 MR. HARTWIG: That is correct, thank
17 you, Counsel.

18 THE WITNESS: Yes. We were in Judge
19 Rigtrup's chambers, and Lynette was present, and her
20 attorney and myself and your co-worker, I believe, at
21 the time, we were talking about settlement. And
22 Lynette brought up that I broke her jaw, which the
23 Judge turned to me and asked me if I did, and I said,
24 "Yes, I did." Lynette said that, at that time, that
25 due to what the doctors had told her, she needed to be

1 on the insurance for a year and a half. At that time,
2 the Judge turned to me and says, "Would you leave her
3 on the insurance for a year and a half for her jaw?"
4 And I said, "Yes, I would."

5 At that time, he asked if we agreed on
6 that, and of course I said, "Yes." And after the year
7 and a half was up, just a little over, I took her off
8 the insurance.

9 Q. Okay. And you were here during the
10 testimony of Kate Blackwood, is that correct?

11 A. Yes.

12 Q. Do you remember her testimony concerning
13 the costs, the additional costs to you, for carrying
14 Lynette on your health insurance?

15 A. Out of my paycheck every two weeks was
16 like 34, \$35.

17 Q. And when did you sign the drop slip for
18 removing Lynette from your health insurance?

19 MR. PETERSON: Objection, your Honor.
20 The document speaks for itself, and I think the people
21 who control those documents have already indicated
22 that it was signed on August 15th.

23 THE COURT: Is your evidence any
24 different than what we've seen documented?

25 MR. HARTWIG: No. We would have no