

2003

Laurie L. Barnett v. Gilbert Freedman : Reply Brief

Utah Court of Appeals

Follow this and additional works at: https://digitalcommons.law.byu.edu/byu_ca2



Part of the [Law Commons](#)

Original Brief Submitted to the Utah Court of Appeals; digitized by the Howard W. Hunter Law Library, J. Reuben Clark Law School, Brigham Young University, Provo, Utah; machine-generated OCR, may contain errors.

Clayne I. Corey; Attorney for Respondent.

Gilbert Freedman; Appellant pro se.

Recommended Citation

Reply Brief, *Barnett v. Freedman*, No. 20030476 (Utah Court of Appeals, 2003).
https://digitalcommons.law.byu.edu/byu_ca2/4376

This Reply Brief is brought to you for free and open access by BYU Law Digital Commons. It has been accepted for inclusion in Utah Court of Appeals Briefs by an authorized administrator of BYU Law Digital Commons. Policies regarding these Utah briefs are available at http://digitalcommons.law.byu.edu/utah_court_briefs/policies.html. Please contact the Repository Manager at hunterlawlibrary@byu.edu with questions or feedback.

IN THE UTAH COURT OF APPEALS

LAURIE L. BARNETT,

Plaintiff and Appellee,

vs.

GILBERT FREEDMAN,

Defendant and Appellant.

APPELLANT'S REPLY BRIEF

Case No. 20030476-CA

District Court No. 954400884

APPEAL FROM ALL FINAL ORDERS OF THE FOURTH JUDICIAL DISTRICT
IN AND FOR UTAH COUNTY, STATE OF UTAH
PROVO DEPARTMENT
JUDGE STEVEN L. HANSEN

CLAYNE I. COREY (No. 5847)
CREEKVIEW PLAZA SUITE A-102
942 EAST 7145 SOUTH
MIDVALE, UTAH 84047-4495
TELEPHONE: (801) 255-2552
FACSIMILE: (801) 943-8276
Attorney for Plaintiff and Appellee

Gilbert Freedman
P.O. Box 250
Lehi, Utah 84043
Defendant and Appellant Pro Se

FILED
UTAH APPELLATE COURTS
JUN 21 2004

IN THE UTAH COURT OF APPEALS

LAURIE L. BARNETT,
Plaintiff and Appellee,

vs.

GILBERT FREEDMAN,
Defendant and Appellant.

APPELLANT'S REPLY BRIEF

Case No. 20030476-CA

District Court No. 954400884

APPEAL FROM ALL FINAL ORDERS OF THE FOURTH JUDICIAL DISTRICT
IN AND FOR UTAH COUNTY, STATE OF UTAH
PROVO DEPARTMENT
JUDGE STEVEN L. HANSEN

CLAYNE I. COREY (No. 5847)
CREEKVIEW PLAZA SUITE A-102
942 EAST 7145 SOUTH
MIDVALE, UTAH 84047-4495
TELEPHONE: (801) 255-2552
FACSIMILE: (801) 943-8276
Attorney for Plaintiff and Appellee

Gilbert Freedman
P.O. Box 250
Lehi, Utah 84043
Defendant and Appellant Pro Se

LIST OF PARTIES

Laurie L. Barnett
Plaintiff/Appellee,

v.

Gilbert Freedman,
Defendant/Appellant.

STATEMENT TO THE HONORABLE JUDGES OF THE UTAH STATE COURT
OF APPEALS

From Appellant/Pro Se Gilbert Freedman

Re: Case number 20030476CA

I am respectfully submitting the following statements, truthfully, and to the best of my knowledge and hope the format will be acceptable for the following reasons: it has taken a great deal of time investigating on my part, writing letters, locating people (some have passed away), interference and threats to my attorneys by Appellee's attorneys Mr. Clayne I. Corey #A5847 and Mr. Randall Lund #5617, and the Appellee's **tainted testimony** and the **poor defense** by the Appellant's attorney Rex Bushman #0521 due to his **lack of knowledge** of the case, **lack of interest** (*Rule 1.3 Diligence, Rule 1.1 Competence, Rule 1.7 Loyalty to Client*) in the case and admitting to Appellant that the Appellee's attorney Mr. Corey had convinced him that the Appellant was not truthful and Mr. Bushman would wind up paying Mr. Corey legal fees. Appellant's counsel, Mr. Bushman confessed to the Appellant that he had not believed him after the Appellant had paid him just under \$17,000. Mr. Bushman later apologized after the Appellant showed him the sheriff's report on the Appellant's mother's diamond.

Prior to filing for divorce, during and after the divorce was final, the Appellee removed and continued to take papers and documents belonging to Appellant. The Appellant's hands were tied as far as producing any evidence removed from the file cabinets.

STATEMENT OF THE CASE

(A) Nature of the Case and Statement of Facts are:

This is a matter of a divorce that was filed by Appellee in April 21, 1995. In June 19, 1995, Appellee went to Lossee Jewelers in Provo, Utah and had a \$27,000 diamond removed from the Appellant's mother's ring without Appellant's knowledge, and replaced it with a cubic zirconia. Appellee also took other pieces of Appellant's mother's jewelry there for repairs and kept them, Exhibit A. A constable did not take them as she stated. The Bifurcated Decree of Divorce was entered in October 1996, and the final amended Supplemental Findings of Fact, Conclusions of Law and Amended Supplemental Decree of Divorce and the Binding Agreement were signed and entered by the Court on August 26, 1997. The Binding Agreement was not shown to the court, though parties continued to share the million-dollar house in question until it could be sold, as Appellant was led to believe.

This case concerns the Appellant, who was in his late sixties (60s) and a young wife, 28 years younger and the systematic pillaging of the Appellant's life long belongings, bank accounts and proceeds of his parent's estates, in a well conceived plan of elder abuse. In the early 1990s, the US Congress imposed a luxury tax on the marine industry that destroyed the Appellant's very successful multi-million dollar boat manufacturing business (along with many other boat manufacturers) that he worked over 45 years to build. Exhibit B. The Appellant and his family paid for the million-dollar home that was purchased in 1988, a vacant lot in Charleston, Utah that was purchased in about 1986 (was later traded for a lot in Highland, Utah and then the Appellee sold it for \$68,000)

and designer home furnishings by the famous California interior decorator Peter Scantleberry, Exhibit C, that had been put in the Appellee's name, at the Appellee's insistence, to protect it from inheritance taxes because of the age difference of the couple and in case of the early death of the Appellant. It wasn't to avoid creditors (as Mr. Corey and Mr. Lund told the Appellant's counsel, Exhibit D) because we didn't have any debts until the luxury tax came along in about 1990 or 1991. The Appellant was totally at the mercy of the Appellee who claimed to Judge Hansen that she and her family paid for the home and the Charleston, Utah lot that Appellee traded for a lot in Highland and then sold for \$68,000. The Appellee brought **nothing** of value to the marriage, yet came out of the marriage with all of the Appellant's assets.

The Appellee stated in an affidavit to the court that it was her family who paid for the home in Lehi, Exhibit E. When the US Congress passed the luxury tax, the Appellant was under tremendous pressure to keep his multi-million dollar business from collapsing, and the loss of several million dollars worth of real estate, he didn't realize his young wife was raiding his bank accounts, depositing his substantial pay checks into numerous bank accounts in the Appellee's name, buying gemstones and stocks in Appellee's and Appellee's mother's name and pilfering personal files. Exhibit F.

The Appellant's paychecks were deposited by the Appellee into First Security bank account numbers: 2261066639, 2268168913, 34117465, and 3311007284 plus other hidden California accounts. The Appellant had no knowledge of these accounts at the time. Since the Appellee was an authorized signer on the Appellant's business account,

there were many times that the Appellant never saw the paycheck. See affidavit by Jaline Zoan, Exhibit G, which Appellant has never been allowed to show in court.

While the Appellant was under tremendous pressure, trying to save his business, the Appellee brought undated, handwritten (Appellee's handwriting), agreements (including the Binding Agreements and the Settlement Agreements) for the Appellant to sign all at the same time. There **were not** numerous meetings to discuss the settlement as the Appellee stated. The Appellee adamantly refused to have her deposition taken. The Appellant had put property in Appellee's name when the property was purchased. The settlement agreement **fraudulently included a non-existent \$100,000 debt to Appellee's mother, Maxine Barnett** (but in the Binding Agreement, the Appellee even offers to split the debt to Maxine Barnett with Appellant, Exhibit H-I) **and an \$8,000 debt to Cohne, Rappaport and Segal**, the Appellee was supposed to pay, but did not. The Appellee also included in the settlement agreement that the Appellant was trading a group of promissory notes from Starfire Industries (which happened to be from funds from Appellant's family, Appellant's inheritance, and Appellant's IRA) that the Appellant used to try to save the business and keep the million-dollar house and the vacant lot in Highland. Because the business was in Chapter 7 US Bankruptcy Code, the notes were worthless. *Boyce v. Boyce, (Utah 1980), *928 609 p.2d 928, Supreme Court of Utah, Nina Doreen Davis BOYCE, Plaintiff and Appellant, v. Milan Mack BOYCE, Defendant and Respondent, No. 16342, March 5, 1980 – "Wife moved to set aside a divorce decree on grounds of fraud. The Third District Court, Salt Lake County, Homer F. Wilkinson, J., Denied the motion, and wife appealed. The Supreme Court, Stewart, J.,*

held that trial court abused its discretion in refusing to allow wife a hearing on her motion to set aside a divorce decree on grounds of fraud” Exhibit J.

The Appellee and her attorney, Mr. Corey testified that the Appellee has not used the name Freedman since 1996. The Appellee testified that the Binding Agreement (which had no date and could have been written anytime and was handwritten) and Settlement Agreements weren’t signed on the same day since she signed each with a different last name. Yet mail addressed to Laurie Freedman is delivered to the Appellant’s post office box almost weekly. Exhibit K. The Appellee used the name Freedman to engage Mr. Corey’s services on August 9, 1999. Exhibit K. The Appellee continues to use the name Freedman when it suits her purpose. Exhibits K.

The Appellant was suffering from severe and extreme emotional distress caused by **the Appellee’s outrageous conduct**. The Appellant was also suffering with hypertension, a reading disability and diabetes. With those and the constant threats, Appellant felt he had no choice but to do what the Appellee wanted him to do and had no documents to prove his case. The court should have cited Appellee for “contempt of court” for not producing documents that Honorable Judge Steven Hansen and the Appellant continually requested. Judge Hansen or the Appellant’s attorney never pursued the production of documents even at the insistence of the Appellant. Upon the last request by attorney Brian Harrison for documents, on or about July 25, 2001, a manila envelope approximately ten inches by thirteen inches and three eighths of an inch thick was found on the second floor reception counter at the offices of Brian C. Harrison, attorney at law, address 3651 N. 100 E. Suite 300, Provo, UT 84604. After questioning

all employees by Mr. Harrison, no one in the office had knowledge of how it got on the counter. The envelope had the name "Gil Freedman" written on it, Exhibit L. Mr. Harrison summoned the Appellant to pick up the sealed envelope. The Appellant drove to Mr. Harrison's office in Provo and picked up the sealed envelope and drove directly to Pier 84, a boat dealership in Midvale, Utah where Michael Hardcastle is employed.

While the Appellant took pictures with his camera, Mr. Hardcastle was instructed to open the sealed envelope and identify the contents. The contents were several papers that belonged to the Appellant's father Irving H. Freedman, which shouldn't have been in the Appellee's possession, but nothing in the envelope had any relationship (pictures taken) to items requested by attorney Gary Weight or Attorney Brian Harrison. There were no answers to interrogatories no documents as stated in **Mr. Corey's Certificate of Service for Plaintiff's Response for Defendant's Request for Production of Documents** date **July 25, 2001, signed by Kira (unledgeable)** Exhibit L

Appellee and Appellant had two lateral file cabinets and four, four-drawer file cabinets in the room we called the game room. While Appellant was working, just prior to filing for the divorce, Appellee went through the files and removed all papers pertaining to ownership of the Appellant's belongings, real estate, bank accounts and checkbooks. Even the Appellant's birth certificate, Army discharge papers, diplomas, etc. were taken. When Judge Hansen requested documents, Appellant couldn't produce them. Exhibit N-O. In one of Appellee's temper tantrums, she threw a bunch of papers that didn't even pertain to what was requested, down the hall floor, leading to Appellant's bedroom. Exhibit O. *United States Constitution, 4th Amendment, "The*

right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.”

The Appellant came home on Saturday afternoon in the latter part of June or early July of 1999 and parked in the rear of the house. The Appellee wanted the parking under the front carport reserved for her married boyfriend. As the Appellant came in the downstairs door, he heard fast footsteps going up the stairs. As he started down the hall to the bathroom, he noticed that the locked door in the solid concrete storage room was open, the light was on and there was a set of keys dangling from the lock. The Appellant kept a set of extra keys behind a desk drawer in his bedroom. Also, that day, the Appellant left a gold “Star of David” with a ½ carat diamond on a gold chain on the bathroom sink while he took a shower. When the Appellant got into the bedroom, he noticed the drawer was taken out of the desk and the keys he kept behind the drawer were gone.

The Appellant went to the downstairs kitchen drawer and got out his camera and took the enclosed pictures, Exhibit P of the desk drawer and the two file cabinets with the locks broken out of the two top drawers. The parts for the locks were laying inside the drawers. See photo of lock parts, Exhibit Q.

The Appellee had taken the Appellant’s “Star of David” and gone through his files taking whatever papers she thought would be valuable to him. The Appellant had noticed prior to this incident, that papers were missing or misplaced. Apparently, the Appellee

must have been going through the Appellant's files picking out papers that he would need to prove his case when she felt safe to do so.

So, why didn't the Appellant call the police? Because it meant another name calling, threatening, terrorizing fight where the Appellee would tell the Appellant it was her house and he would have to leave. Then the Appellee would lie to the police and make it the Appellant's fault and his blood pressure would be sky high.

The Appellant's attorney requested a partial list of documents that the Appellant did from memory but as usual, the Appellee didn't know anything about it. The Appellee and Mr. Corey just ignored our request as usual.

It's been very difficult trying to duplicate some of the documents to prove the Appellant's case. Taking years to track down people to reconstruct papers.

The Appellant was living up to the terms of the "Binding Agreement", which he was made to believe was in force. The Appellant paid \$820.00 a month to live in the basement of his home that he was told they would sell along with their vacant lot. The Appellee sold the lot for \$68,000.00, which the Appellee informed the Appellant about in a recorded telephone message, Exhibit R, giving the Appellant the impression that the proceeds would be split. Also as per the Binding Agreement, the Appellant spent almost \$70,000.00 on repairs and maintenance to the home and pool, roof, stone work, expenses, house payments, utilities, and maintenance of two large dogs. The Appellee and Appellant would split the cost of repairs, when the house was sold. Appellant endured the extreme expenses and abuse to what he thought would protect his interest in the house, lot and belongings. The Appellant lived up the terms of the "Binding

Agreement” because he believed there was an agreement in force. Furthermore, the Appellant constantly requested the return of his mother’s jewelry to no avail.

There was **never** a letter from the Appellee to the Appellant not to spend money on repairs to the house as she claimed to the court. She has no proof that he received such a letter. The letter the Appellee produced was false. That is a letter the Appellee made up and presented to the court, **falsifying a document**. Why would a person pay \$820.00 a month to live in a basement, spend \$70,000.00 of his own money and his own labor if he didn’t think there was an agreement that he would be reimbursed when the house was sold? Exhibits S. The Appellee stated in her affidavit to the court that the Appellant insisted on and was reimbursed in cash for upkeep and repairs to the property. This doesn’t make any sense. The Appellee would want proof such as cancelled checks that she repaid the Appellant and to take a tax deduction for the expenses. Appellant’s attorney again did nothing in his oral arguments to defend his client’s position. The Appellant was never allowed to testify to these facts and not allowed to be judged by a jury of his peers. The Appellee has made all kinds of allegations and charges to the court and the Utah County Sheriff’s Department that were never questioned by the court. Appellant has the right of trial by jury, *United States Constitution, Seventh Amendment*. Appellant kept on asking his counsel, Mr. Rex Bushman, # 0521, “when can I testify, when can I show the court my evidence? Why do we always have Oral Arguments between Attorneys?” Mr. Bushman would always raise his hands and shrug his shoulders but never give an answer. *The United States Constitution, Seventh Amendment: “In suits at common law, where the value shall exceed twenty dollars, the right of trial by jury*

shall be preserved, and no fact tried by a jury shall otherwise be otherwise re-examined in any court of the United States than according to the rules of the common law.”

Appellant didn't find out what the problem was until under questioning Mr. Bushman, he stated that he hadn't believe me and he believed that I, the Appellant hadn't been truthful. After going home and thinking about it, I went to see Mr. Bushman and he confessed to me that Mr. Corey, the Appellee's attorney convinced him that the Appellant was a liar and was dishonest.

Appellee filed a false and frivolous lawsuit against Appellant in Judge Maetani's American Fork Court for non-payment of rent, Case #990101236EV for the June and July of 1999 payments of \$820.00 each, Exhibit T. The case was set aside after Appellant showed cashier's checks paid to Appellee for the months of June and July. Exhibit U. Appellant never refused to make his \$820.00 a month payment as Mr. Corey stated in the Opening Brief of the Appellee. In the April 1, 2003 hearing, Judge Hansen questioned Mr. Corey as to why Appellee kept Appellant's belongings. Mr. Corey stated, **"I suppose our reply would be that we had a judgement for past rents for eviction"**, Exhibit V. **Mr. Corey perjured himself** to Judge Hanson's court and in the opening Brief of the Appellee, Mr. Corey stated that Appellant refused to pay the rent. Mr. Corey knew his judgement of \$8,694.00 was set aside because it was false and fraudulent, Exhibit W, **PERJURY**. *Abuse of Process – "One who uses a legal process, whether criminal or civil, against another, primarily to accomplish a purpose other than the purpose for which the process was designed, is subject to liability for harm caused by the abuse of process. However, a criminal charge does not become an abuse*

of process merely because the accuser dislikes the accused or wishes to harm. An abuse of civil process action requires that the proceedings have terminated in favor of the person against whom they were brought.” Mr. Corey, Appellee’s attorney, has never offered any proof to back up his statements made in oral arguments and the Appellee’s affidavits that influenced Judge Hansen

In August of 1999, Appellant hired Attorney Scott Williams to defend Appellant in Appellee’s false protective order charges. Further, Appellee’s counsel interfered with the Appellant’s defense by trying to and convincing Mr. Williams that the Appellant was not truthful and there was criminal fraud involved to hide assets from creditors. See statement from Appellant and letter from Appellant’s counsel Mr. Scott Williams. Mr. Williams stated that he had formed an opinion (after being convinced by Mr. Lund and Mr. Corey). My attorney, Mr. Rex Bushman would not show Mr. Williams’s letter to the court. Exhibit D. Mr. Corey also threatened all of my attorneys with sanctions and legal fees. *Utah Code Annotated, Rule 5.1 Responsibilities of a partner or supervisory lawyer, section C, A lawyer shall be responsible for another lawyer’s violation of the Rule of Professional conduct.* Exhibit M.

Furthermore, a creditor of Starfire Industries (Appellant’s company) obtained a judgement by default. Appellee who was also named in the suit, but the Appellee’s signature wasn’t legible, therefore it listed her as “Coil Freedman”, there is no such a person. There were no other Freedmans involved. Exhibit Z. Therefore, in David Overholt Esq. serving a Writ of Execution relied on Appellee to tell what property belonged to Appellant and what she owned. Because of Appellee’s fraudulent protective

order, Appellant was not allowed near the house, he could not tell what was his.

Appellee kept thousands of dollars of property that belonged to the Appellant, which is being held in the home and also by Appellee's friends and family. Appellant has proof and knowledge of this fact. Appellant's mother's jewelry **was not** taken by the constable, the jewelry is in possession of the Appellee. Appellant filed a police report with Utah Sheriff's Department, Exhibit C3. The sheriff also has a letter and work order from Lossee Jewelers of Provo, Exhibits A1. Mr. Corey, Appellee's attorney lied and stalled the sheriff's detective and never appeared with his client as requested by the sheriff's detectives for an interview until the Utah County Attorney's Office said the statute of limitations of one year, Exhibit D4, had run out and they couldn't get my mother's jewelry and furs, the value in excess of \$50,000 - \$70,000 including a \$27,000 diamond, Exhibits E5. Appellee still has it all. Again, Appellant was never allowed to testify to those facts. The Appellant did not even receive exempt property such as a bed, his mother's piano (that was given to her by Appellant's father as a wedding present in 1922), etc. Exhibits F6.

In not telling the truth to the Utah County Sheriff's Department, the Appellee got a protective order by telling the Utah County Sheriff's Department that the Appellant pushed her, twisted her arm, threatened her life and was firing a gun in the back yard. Appellant denies all of her allegations. Appellant states that he has never hit anyone in his life, let alone a woman and has strived to live an exemplary, honest and lawful life. The Appellee and her counsel have destroyed the Appellant's reputation with their false statements. *Fourteenth Amendment, US Constitution, Section 1 – "All persons born or*

naturalized in the United States and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States' nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

Appellant was given only 20 minutes to be escorted out of the house, in front of passing neighbors, by a Sheriff's Deputy. As the sheriff's deputy was removing the Appellant from the house, the Honeywell alarm serviceman, Bart Bowden was there with his truck in the driveway to activate the alarm system. There was also a service man from Alpine Lock and Safe Company of American Fork to change the locks on all the doors and make new keys. Exhibit G7. After that, Appellee continued to call the Sheriff's Department, complaining that the Appellant was violating the protective order. Saying such things as the Appellant was spying on her, trying to intercept her mail, trying to get her cell phone records, bank records, making calls and leaving messages asking to please take the Appellant back into her and driving by the house.

On 10/1/99 at 10:30 AM she called the sheriff's department and said, "there he is, driving by in his *blue* station wagon." The Appellant's station wagon is *green*, Exhibit H8. At that particular time, the Appellant was at the Costco Wholesale on 1818 S. 300 W. in Salt Lake City at 9:45 AM with his supervisor Jim Duke of Brown and Williamson Tobacco Company in the tobacco department to exchange cartons of cigarettes, which took until about 11:30 AM, Exhibit H8. These were all just wild telephone calls to the Utah County Sheriff's Department with no proof, **giving false**

information to a police officer, but yet becomes part of the criminal record she has created for the Appellant. These charges were never proven.

The Appellee accused Appellant of calling Honeywell Alarm Company to get the alarm code. Appellant stated that while she speaking with Annette Bell, a sales and service representative of the Honeywell Alarm Company, Appellant Gil Freedman just happened to call Annette Bell on her other line to find out the alarm code. Annette Bell only has one phone line, Exhibit J10. The Appellant has always known that the alarm company does not have any record of alarm codes for any client, which are created by the homeowner. The Appellee also made a series of calls prior to 9/29/99 to Annette Bell to set up a pattern and alibi for her story, Exhibit J10.

The Appellant saw the Appellee with a cell phone, but the Appellant didn't know if it was a company or personal phone. The Appellant never saw the phone up close so he doesn't know the make of the phone or who the phone company was. So how could the Appellant call the company to have the Appellee's invoices transferred to the Appellants post office box and what would the reasoning be?

The Appellant didn't know where the Appellee's bank account was. The Appellant never saw the Appellee's checks. The Appellee wouldn't accept the Appellant's checks. The Appellee insisted on cash or cashier's checks so the Appellant didn't know where the Appellee was depositing the money. What would the Appellant do with the Appellee's bank statements? The Appellant didn't know who had the mortgage on the house. The Appellant knew she had a post office Box in American Fork but he never went to the post office to see if he could transfer the Appellee's mail to the Appellant's PO Box. The

Appellant had never been in the American Fork Post Office until Wednesday, May 26, 2004, Exhibit K11. Every time the Appellee called the sheriff's department, they didn't question anything, they just put it on the Appellant's brand new criminal record. May I add that the Appellant has never even had a moving violation traffic ticket in his whole life, but now the Appellee has given the Appellant a criminal record with all her lies.

The Appellee told the sheriff's detective that when she returned from work, she discovered that someone had gone through things in her home and accused the Appellant of breaking into the house. The Honeywell Alarm system in the house has contacts on all doors, motion detection throughout the house and glass breakage alarms in case someone breaks a window to get in the house. How could the Appellant have possibly have gotten in? Did the sheriff's department check out any of these outrageous lies before issuing an arrest warrant? They just believed a pathological liar who was just trying to make sure the Appellant would go to jail and never be able to prove his case.

On confronting Utah County Deputy Attorney Chris Yannelli with evidence showing the Appellee lied to the Utah County Sheriff's Department, he said, "well, we didn't arrest you, did we?" I said to him, "it's only because you didn't know where to find me yet". There is an arrest warrant for the Appellant in the County Attorney's package.

There are two letters remaining in the Utah County Attorney's file.

- One is a letter to John Allan, County Attorney, to Detective Richard Case, dated 10/26/00, which mentions the Appellant's mother's jewelry.
- The other letter is a screening sheet to Detective Gary Adams from Laura Cahanilla, title "Screen Disposition"

The Appellee's phony protective order violated my constitutional rights. If I want to visit my friends and former neighbors, I have to drive three miles out of the way so that I don't pass by my former house, Exhibit L12. It's a real hardship. I can not visit my friends in Highland, because it is necessary to pass the house where the Appellee lives with her new boyfriend, Marty Shearer. The Appellee hasn't seen these friends for over four years because he can't get to their houses. The Appellant kept asking for a lie detector test, but they wouldn't give him one. The Appellant even offered to pay for it. Exhibit M13

The Utah County Sheriff's department and the Utah County Attorney's Department have a criminal file on the Appellant because of all the false charges the Appellee has accused the Appellant of. It was just a simple matter of calling the sheriff's department. They just took her word for it, anything she told them. They didn't even investigate her charges.

Mr. Corey stated to Sheriff's Detective Richard Case that the Appellant had filed numerous other cases against the Appellee and that they would be seeking a court injunction against the Appellant to stop these types of cases, Exhibit N14. In a hearing in Honorable Judge Steven L. Hanson's court, Mr. Corey stated, "We would ask the court to stop frivolous lawsuits being filed again my client." Exhibit N14. The question is, **what frivolous lawsuits might he be talking about?**

The Appellee's whole case is built on lies, cover-ups and deceit. They have never offered any proof to substantiate their statements to the court. Mr. Corey told Judge Hansen that the Appellee let the Appellant live in the house because she felt sorry for him

because of his health and financial condition. Please see Exhibit 015 from First Security Bank showing Appellant's financial condition, and Exhibit P16 from Dr. Jennifer Norris showing Health of the Appellant. Mr. Corey gave Judge Hansen the impression that the Appellant was a dead-beat, indigent pauper and out of the goodness of the Appellee's heart, allowed him to live in **her** basement (the house the Appellant paid for), Exhibit Q17. It was Appellee who asked Appellant to stay until the house was sold because she couldn't afford the house payment, utilities and repairs. Mr. Corey had no knowledge of the Appellant's health and financial condition. It was just another way to sway Judge Hanson.

The Appellee stated in her affidavit to the court that she sold our registered Arabian horses in 1992. Yet, the Appellant was feeding and buying hay for the horses into 1999. Also, Appellee had Dr. Charlie Heaton, DVM from South Valley Animal Clinic come to the house on April 15, 1998 to care for the horses. Also, the Appellee had other people feed the horses into 1999. Exhibit R18. Also, in her affidavit she stated that the two 70 pound dogs were the Appellant's, yet, she drove them to work every morning and took them home in the afternoon and told everyone, including the Appellant, that these were **her** dogs.

There is also the question of a postponed hearing to be heard in front of Honorable Judge James R. Taylor concerning the question of a conflict of interest between attorneys Clayne Corey and Joseph F. Orifici that could disqualify Mr. Corey as the Appellee's attorney, Exhibit S19. Appellant has proof that there was a conflict of interest.

(B) Issue

Did the Honorable Judge Steven Hansen maintain his Duty to Keep a Case? There were seven judges from the Fourth District Court that heard these cases. Some of the cases that were to be consolidated in to it were not. The judges assigned to these cases were as follows: Judge Steven Hansen, Judge Fred Howard, Commissioner Thomas Patton, Judge Claudia Laycock, Judge Gary D. Stott, Judge James Tayler, Judge Ray Harding Jr. and then Judge Steven Hansen again at the end, reaching a decision.

His honor Judge Hanson couldn't possibly have heard all the evidence presented and not presented because the files were still in the court archives, found by the Appellant and never consolidated as ordered. Furthermore, some judges heard evidence that others didn't . In all fairness the Appellant, one judge should have heard the whole case. See Page 120 Appellant's Brief. *Canon 3 - A judge shall perform the duties of the office impartially and diligently, Notes to decisions, Duty to keep a case. A judge has the duty to retain a case until it is completed unless a justification for reassignment exists. Hi County Estates Home Owners Association v Bagley and Co., 2000 UT 27 996 P.2d 534.*

The Appellant is submitting this brief Pro Se out of necessity since the Appellee's attorney, Mr. Clayne Corey has the ability to persuade the Appellant's attorneys that he's not telling them the truth. Furthermore, in or about October 2003, Mr. Clayne Corey, Appellee's counsel and Mr. Rex Bushman, since becoming confidants devised an agreement without the Appellant's knowledge whereby the Appellant would forego all his rights, so that Mr. Bushman would not have to pay Mr. Corey any legal fees. This would mean all the money and time spent, the hopes of recovering assets and personal

items, his mother's jewelry, his money, his home, his appeal to the Utah Court of Appeals, his constitutional right to testify at a jury trial, *US Constitution Seventh Amendment*, and his right to get back his honor and reputation would be gone, Exhibit U21. The Appellant had no knowledge of this conspiracy and upon seeing it, refused to sign the agreement. The Appellant has found it impossible to defend himself under these conditions.

(C) Conclusion

The Appellant does not want to keep dragging this action on. All I want is that which is rightfully mine and damages. The Appellee came into the marriage with nothing of monetary value, yet the Appellee left the marriage with everything; the house the Appellant built with his own funds and labor, the precious and sentimental items he inherited from my parents, my tools, my land and even personal items of no monetary value. Since she has stripped me of my wealth and dignity, I am not able to complete this Reply Brief with the legal knowledge of a competent attorney. So I am hoping I can at least make an emotional plea. I am not the man the Appellee would have you believe. I am only guilty of trusting the Appellee while she taking me for what I was worth. I was once a wealthy, honest, hardworking and proud man, now I am nothing, with a criminal record she has falsely given me. Please give me chance to prove that so I can get my dignity and my possessions back. Why should one party of a divorce get everything, and the other party get nothing. It's just not fair, I have done nothing to deserve this. Please, give me a chance to get back what is rightfully mine, Exhibit B22, Boyce v. Boyce. Appellant is asking for **Trial de nova**. A new trial on the entire case. That is, on both

questions and fact and issues of law as if there was no trial in the first instance.

Appellant will be asking for legal expenses from Appellee and her counsels for misleading the court, false protective order, denial of documents and other charges to be determined by the court and the Utah Bar Association, Office of Professional Conduct.

The Appellant is enclosing a group of Affidavits from friends and people who worked on the Appellant's house to prove my character and honesty. The Appellant asks you to please read them because they are contrary to the person Mr. Corey and the Appellee tried to make the Appellant out to be, Exhibit W23

The Appellant would like to ask for legal fees for this appeal and legal fees for previous hearings and legal work because of Mr. Clayne Corey and his partner Randall Lund's abuse of the legal system in this case. Exhibit X24

EXHIBIT “A”



est. 1956

COTTON TREE SQUARE

LOSEE

Jewelers

September 14, 1999

To Whom It May Concern;

Per a customer request and on a unknown date, a work order was given to our Jeweler to remove a large Marquise diamond from a ring belonging to Laurie Barnett. Her instructions were to replace the diamond with a large cubic zirconia. We returned the loose diamond and the finished ring back to Laurie.

Sincerely;

A handwritten signature in cursive script that reads "Carol Frampton". The signature is fluid and elegant, with a large initial 'C'.

Carol Frampton
Salesperson

6/17/00

Attention:

Deputy Detective
Richard Case

I am enclosing a copy of Laurie's "Complaint
for Divorce" dated April 21, 1995.

Laurie brought my mother's ring into
Loser Jewelers June 19, 1995


(After she filed for divorce.)

I hope Mrs. Loser gave you copies of
work orders for my mother's pearl necklaces,
ear rings, wedding ring and my mother's
Waltham diamond watch and band.

I'm really disappointed that Laurie did those
things among the other things she did.

Thank you,
Bill Johnson

FILED IN
4TH DISTRICT COURT
STATE OF UTAH
UTAH COUNTY

APR 21 10 49 AM '95


JAMES G. CLARK USB #3637
Attorney for
96 East First South
Provo, Utah 84606
Telephone: (801) 375-6092

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH

LAURIE L. FREEDMAN,

Plaintiff,

vs.

GILBERT FREEDMAN

Defendant.

✓ COMPLAINT FOR DIVORCE

Civil No. 954400884

COMES NOW Plaintiff Laurie L. Freedman, by and through her counsel James G. Clark, and complains against Defendant Gilbert Freedman, and alleges as follows:

1. That Plaintiff is a resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.

2. That Defendant is a resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.

3. That Plaintiff and Defendant were married on April 17, 1976, at Elko, Nevada, and have been husband and wife since that

91300

3.37 ct.

Us2 / K,

excellent cut

27,000⁰⁰ Retail

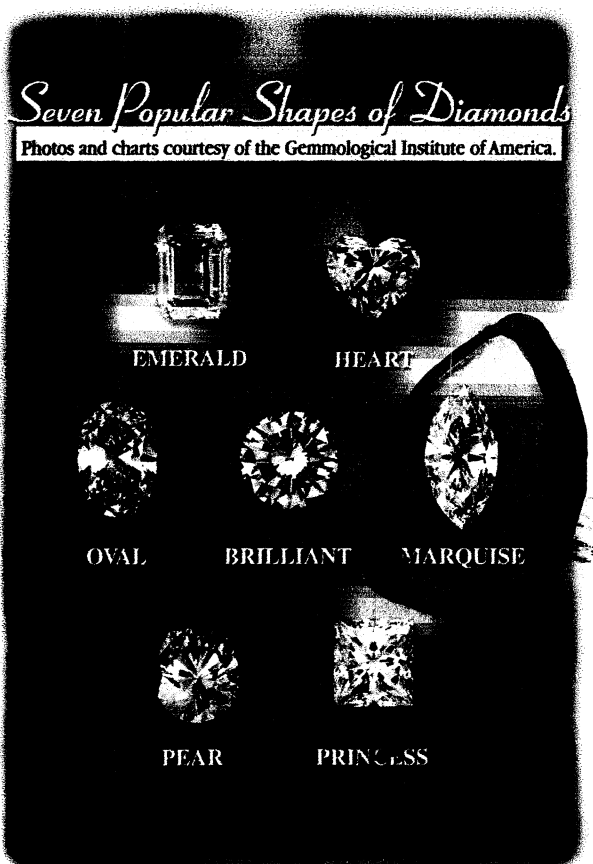
This is the back side
of the work order envelope
Detective Richard Case
has the original.

Let the 4 Cs (cut, clarity, color & carat)

Cut

Many people confuse cut with the shape of the diamond. Our diamonds are cut with a full 58 facets (fancy cuts may vary). A precision-cut diamond with the correct proportions and angles is designed to give the maximum amount of light, brilliance, fire and, therefore, ultimate beauty.

Diamonds are cut into a number of shapes, depending on the nature of the rough stone and the position of the inclusions.



3.37
Carat

Round



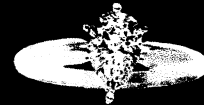
Oval



Marquise



Pear



Radiant



Emerald



Princess



Heart





-- Utah County Sheriff --

VOLUNTARY STATEMENT

Name : Gil Freedman D.O.B. 12/23/24 Date : 3/8/00
Address : PO Box 250 Time : 3:15
City : Lehi State : Utah Case # : _____
Phone : Home 801-568-9772 (msg.) Work 801-699-1330 (cell) Page 1 of 3
Circle One : Principal Witness Suspect Victim

I do give this statement of my own free will. I understand that I have the right to remain silent, that anything I say can be used against me in a court of law, that I have the right to talk to an attorney, and to have him present while I make this statement, that if I cannot afford an attorney one will be appointed for me if I so desire. I understand that I have the right to stop answering questions at any time.

Fully understanding the above rights, I make the following statement.

(Signature)

(Witness)

In about 1974, my mother and father (Irving and Charlotte Freedman) moved to Salt Lake City from Los Angeles. My mother brought her jewelry with her. Since they were building a new house, my mother thought it best to put her jewelry in a safe deposit box at the Bank of Utah, downtown Salt Lake branch, where it remained until her death in 1987. Before doing so, she had her 2½-carat diamond ring appraised at O.C. Tanner Jewelers in Salt Lake City. Mr. Paul Oliver, the store manager did the appraisal. He also took a picture of the ring, which I believe was placed in the deposit box with the appraisal and ring, along with the rest of her jewelry. Mr. Oliver has since passed away. I can't remember the exact value and the figure of \$21,000 sticks in my mind but I'm not quite sure. Let us say the value exceeded \$10,000.

I spoke to Allison Cameron at O.C. Tanner, she said their records do not go back to 1974. I also spoke to the O.C. Tanner manager Brent McMaster and he said they just couldn't help me. They can be contacted at 801-532-3222.

As I remember, Mr. Arie LeeFlang, 2415 E. Melony Drive, Holiday, Utah, who was the Director of Finance for O.C. Tanner Company, a family friend, drove my father to O.C. Tanner's downtown store to have Paul Oliver appraise the ring. I don't think I even knew Laurie then.

My mother had given me the key for the safe deposit box and I was on the signature card. Since my mother left me all of her jewelry in her will, Laurie and I went to the Bank of Utah and brought the contents of the box home where we kept the jewelry in a safe, which I purchased at Glen's Key Shop in Salt Lake. As I remember the jewelry was in a vinyl bank bag. I wrote the safe combination down in a red padded phone book under "S"

for safe, which was kept in a drawer below the microwave oven in the upstairs kitchen. I don't remember seeing the jewelry after that. Also, in looking through the drawer, in later years the red book was not there. Laurie would not give me the combination. I have a picture of the safe.

Laurie and I were divorced October 1, 1996, but we shared the house. She lived upstairs and I lived downstairs. I continued to ask her constantly for my mother's jewelry, amongst other items, but she wouldn't answer me.

After Laurie (Barnett) had me removed by the Utah County Sheriff's Dept. on false charges of domestic violence, I received the ring, a gold ring that belonged to my father and a pair of silver candlesticks that had been in my family in excess of 250 years through an attorney about September 1999. The attorney told me that the main stone (2½-carat) in my mother's ring didn't look like a good diamond. But it was his understanding that the stone would have to be removed from the setting and weighed to see if it was real.

I started driving from one jewelry store to another in Salt Lake County because Laurie worked near Olympus Hills area. The first jeweler I went to was the Shane Company. A tall lady with red hair told me the stone was not real. From that point on, as I went to jewelers, I asked the question, "is it real and did you replace it?" Everyone said it was not real and that they didn't replace the stone.

I then went to the Provo Yellow Pages and started calling jewelers. In calling Lose Jewelers in Provo, I spoke to Carol Frampton who remembered Laurie and said "yes" their repair department had replaced the diamond with a cubic zirconia. After that I visited their store, Lose Jewelers. Carol Frampton said that she gave the ring back to Laurie with the new stone in it and gave her back the loose diamond. Carol commented on what a beautiful stone the diamond that she removed was, but did not appraise it, although she said she would have if Laurie would have requested it. Carol said that she and Mrs. Lose questioned Laurie's motive for removing the stone between them but did not question Laurie. I have a letter in my possession from Lose Jewelers stating that they removed the diamond from my mother's ring at Laurie Barnett's request.

Carol Frampton also mentioned that Laurie Barnett had them make a custom ring for about \$3,000.00, somewhere around that time. I don't know if Laurie used the stones from my mother's jewelry for the ring or not.

In our divorce, Laurie slipped in a copy of a codicil from my mother's will giving ^{me (MA)} her my mother's jewelry and on the cover she typed on "Gifts from Gil to Laurie." It never happened. There was never any discussion or conversation between Laurie and I about giving the jewelry to her. Ever.

I contacted Utah County Sheriff's Dept. Detective Richard Case in about January 2000 concerning the theft of the diamond and a list of jewelry (from memory) that Laurie kept. I'm not great at remembering dates. I am also turning over to Detective Case, several copies (not altered) of recordings of telephone conversations I had



-- Utah County Sheriff --

VOLUNTARY STATEMENT

Name : Gil Freedman D.O.B. 12/23/26 Date : 3/8/00
Address : PO Box 250 Time : 3:15
City : Lehi State : Utah Case # : _____
Phone : Home 801-568-9773 (msg) Work 801-699-1330 (cell) Page 3 of 3
Circle One : Principal Witness Suspect Victim

I do give this statement of my own free will. I understand that I have the right to remain silent, that anything I say can be used against me in a court of law, that I have the right to talk to an attorney, and to have him present while I make this statement, that if I cannot afford an attorney one will be appointed for me if I so desire. I understand that I have the right to stop answering questions at any time.

Fully understanding the above rights, I make the following statement.

Gil Freedman
(Signature)

Cirlyn Kusakabe
(Witness)

with Laurie Barnett of me asking for my mother's jewelry. She would not answer me. She also took and kept a gold "Star of David" on gold chain with a 1/2 carat diamond that she gave to me on our first anniversary in 1977.

If you have any doubts about the preceding statement. I would be more than happy to take a polygraph test:

Carol Frampton said that she thought that they did the job about two years prior to my visit to their store and that they had charged her about \$80.00. I'm sure if you ask them to look up the work order, they would do it for you.

COPY

INVESTIGATION REPORT UTAH COUNTY SHERIFF'S OFFICE

UTAH COUNTY SHERIFF
PATROL / RECORDS
3075 NORTH MAIN STREET
SPANISH FORK, UT 84660

T. Stott

CASE NUMBER : 417386
DATE: 09-22-2000
REPORT BY: DETECTIVE RICHARD CASE
INCIDENT TYPE: THEFT

VICTIM INFORMATION:

NAME: GIL FREEDMAN
D.O.B.: 12-23-26
ADDRESS: PO BOX 250
LEHI, UTAH

SUSPECT INFORMATION:

NAME: LAURIE BARNETT
D.O.B.: 06-05-54
ADDRESS: 8895 WEST BULLRIVER ROAD
LEHI, UTAH

SYNOPSIS:

This is the report of theft that occurred on or about September 1, 1999. This theft was reported to this office by the victim, Gil Freeman. Gil Freedman reported that his ex wife, Laurie Barnett had returned a ring to him that she had in her possession during their divorce. Gil Freedman found that the stone in the ring had been replaced with a Cubic Zirconia. It was found that Laurie had the stone replaced with the Cubic Zirconia at a business in Provo, Utah, and then returned the ring to Gil Freedman. Attempts to interview Laurie Barnett were made with no success. Charges have been referred to the Utah County Attorney for official filing.

INITIAL INFORMATION:

On 02-29-2000, I was contacted by Gil Freedman, and was asked to meet with him in regards to the reported theft of a diamond stone from a ring that had been returned to him. I met with Gil, and discussed the reported theft.

I met with Gil Freedman at the Detective Office, and spoke to him in regards to the theft of the diamond. Gil Freedman informed me that he had recently been divorced from Laurie Barnett, and that the divorce had been a hotly contested divorce. Gil informed me that he had lost a great deal in the divorce, and that he had some jewelry that Laurie had agreed to return to him. Gil stated that there were several items of jewelry that Laurie still had, and that he wanted to get the jewelry back.

Gil then informed me that Laurie had returned a ring to him that had belonged to his mother. Gil stated that the ring had been turned over to his attorney. Gil stated that his attorney had told him that he did not think the stone was real. Gil stated that he had then taken the ring and had it appraised. Gil stated that he had found that the stone in the ring was a Cubic Zirconia.

COPY

Gil stated that he had then been able to do some research, and found that Laurie had the diamond removed, and the Cubic Zirconia put in the ring. Gil stated that Laurie had then returned the ring. Gil stated that this work had been done at the Losee Jewelers in Provo, Utah.

Gil gave me a copy of a letter that Carol Frampton had given him about the ring. This letter was on Losee Jewelers letter head, and stated that there had been a work order on the ring, and the replacing of the diamond.

NARRATIVE:

After meeting with Gil Freedman, I went to the Losee Jewelers store, and met with Mrs Losee, who is the owner of the business. I asked if anyone was familiar with Laurie Freedman or Laurie Barnett. I was informed that their business had indeed been contacted by Gil Freedman, and that he had talked to Carol Frampton, who was no longer employed there. Mrs Losee stated that she would contact Carol, and ask her about this incident. I waited as Mrs Losee made the call, and she returned and informed me that she had spoken to Carol who had informed her that they had indeed done some work for Laurie Freedman, and that they she could not remember the date, but did remember having the diamond replaced with a Cubic Zirconia that was the same size. Mrs Losee stated that the reason Carol could remember this particular ring was due to the fact that the stone was a very large diamond that was two carot or larger.

I asked Mrs Losee if she could find a work order for the ring, and the work that was done on the ring. Mrs Losee stated that she would go up to her office, and be right back. Mrs Losee then went upstairs and returned a short time later. Mrs Losee stated that the work order was not there, but that it could be in her storage, and she would have to do some work to find it. Mrs Losee stated that she would call me later and let me know what she had found.

On 06-14-2000, I was contacted by Mrs Losee, and was asked to meet with her. I was informed that she had been able to recover the work order for the ring. I then went and met with Mrs Losee at her business. Mrs Losee gave me a copy of a work order dated 06-12. Mrs Losee stated that the work order was from the year of 1995. Mrs Losee stated that the work order had been for the removal and replacement of the diamond with like size Cubic Zirconia stone. Mrs Losee stated that the stone was a 3.37 carot diamond. Mrs Losee stated that the stone was indeed of great value, and stated that it would be worth approximately \$27,000.00.

ATTEMPTED INTERVIEW OF LAURIE BARNETT:

On 06-14-2000, I made contact with Laurie Barnett via the telephone, and asked her if I could meet with her. Laurie stated that I could meet with her, and that I could come to her residence on Bullriver Road on the following day.

On 06-15-2000, I was contacted by Laurie Barnett, and she stated that she could not meet with me that evening, and asked if we could meet the following week. I informed her that I could meet with her anytime, and asked her to call me and let me know when.

I was left a message during the next week by a secretary of Claine Corey, who stated that Claine Corey was her attorney, and asked that any questioning of Laurie Barnett be made through his office. I then contacted the office of Claine Corey, and spoke to Claine Corey. Claine asked what the incident was about, and I informed him that I needed to interview Laurie about the diamond that had been replaced with a Cubic Zirconia. I informed Claine that I needed to also arrange to have the diamond returned to Gil Freedman. I was informed by Claine Corey that Gil Freedman had filed numerous other cases against Laurie Barnett, and that they would be seeking

COPY

a court injunction against Gil Freedman to stop these types of cases. I then informed Claine that I had a copy of the work order from the jeweler that had replaced the diamond, and that this copy had Laurie's name on it. Claine then asked if Laurie was to return the diamond, if I would not file charges against Laurie. I then informed Claine that I needed to talk to Laurie about the incident, and informed Claine that there indeed had been a theft, and that I would then be filing charges. Claine then set up a date for me to meet with him and Laurie Barnett. I was asked to meet with Claine and Laurie at his office on 07-26-2000.

Prior to the meeting on 07-26-2000, I was contacted by the office of Claine Corey and informed that we would not be able to meet on that date, and set another appointment for 08-07-2000.

On 08-07-2000, I was not able to meet with Claine Corey due to a conflict in scheduling. I then asked the secretary to have Claine make contact with me via the telephone, and we could discuss this case. I was later contacted by the secretary of Claine Corey, and was informed that we could do a telephone conference on 09-08-2000 at 13:00 hours. On 09-08-2000, I made contact with the office of Claine Corey and was informed that they needed to reschedule due to trials. I was then asked to contact his office on 09-14-2000.

On 09-14-2000, I made contact with the office of Claine Corey and was informed that he was not in. I asked if he would be back into the office, and was informed that he was not in the state. I then informed them that I would call back later.

I was contacted again by the office of Claine Corey and asked to do the conference call on 09-20-2000. I then contacted Claine's office on that date, and was informed that he was not in the office, and that he was out to lunch. I was contacted via the telephone later that evening, and it was the secretary of Claine Corey. I was informed that Claine had been awaiting my call. I informed the secretary that I had called his office, and had been informed that he was not in. I advised the secretary that due to the late hour in the afternoon, I was checking off duty, and that I would have to speak to Claine on another date. The secretary then asked what the case was that I needed to talk to Claine about, and I informed her that it was a case that I had been attempting to interview Laurie Barnett. I then informed her that I would contact their office at a later date.

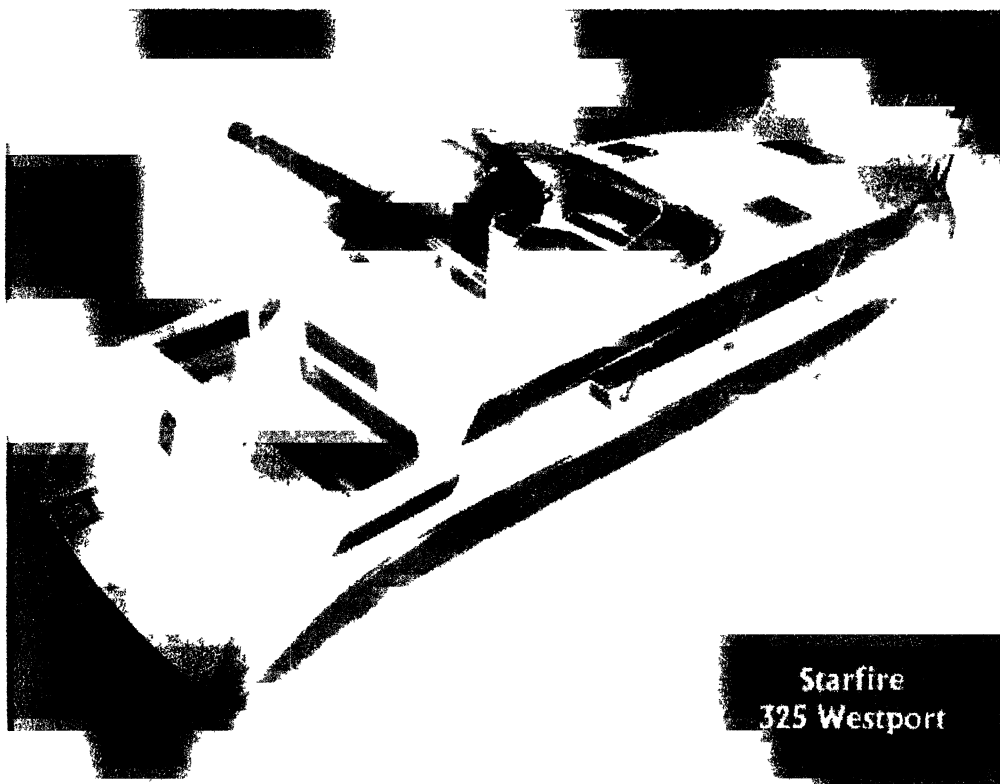
SUMMARY:

Due to the fact that Laurie Barnett took the ring in question to the Losee Jewelers shop and had the diamond removed and replaced with a Cubic Zirconia, and then returned the ring to Gil Freedman, I am referring this matter over to the Utah County Attorneys Office for follow up.

The value of the diamond that was taken out of the ring is \$27,000.00. This diamond is a 3.37 carot diamond.

EXHIBIT “B”

A Sampling of Our World-Famous Line





"A Tradition of Quality & Excellence"

A TRADITION OF QUALITY & EXCELLENCE

For over 24 years Starfire has concentrated on handcrafting the finest boats available in America. Starfire does not, nor will it ever, have a desire to mass produce boats that don't meet exceptional standards for quality. Our goals pay many dividends to our dealers by permitting them greater profits. Quality commands value and customer follow-up becomes a positive experience. Sales people can concentrate on new and repeat business with satisfied customers, rather than complaints and warranty problems. As a result, the customer gets a lot more from you and from us.

Where did Starfire values come from? 30 years ago Gil Freedman, the founder of Starfire, owned a very successful retail marine dealership in Southern California. As with any growing business, product problems became more intense, taking more and more time. Since he had received boats from manufacturers in every conceivable condition, Gil set a new direction and became a boat manufacturer. His goal was to build products that dealers do not have to complete themselves or rebuild to sell.

Mr. Freedman looked at what goes wrong with most boats after a customer has owned one for several years. His concentration centered on other manufacturers failings and he developed manufacturing standards, components and finished products that would withstand the use and abuse given to boats. As a family man and a boater he directs the company to build features into his products that the boating family uses, needs and appreciates. Not content to build a boat that simply looks good on the showroom floor, Starfire styling, superb craftsmanship, and safety are hallmarks of the boat building industry.

Always striving to build the best, Starfire continues the traditions of using the finest materials and methods available. A few important examples are: full-length hardwood stringers totally encapsulated in layers of woven roving, full cored hulls for added strength and rigidity, thru-bolted hulls and decks, back bolted upholstery panels, T-nutted (not screwed) seat hinges, fully glassed in bulkheads, solid motor mounts, wiring that is completely traceable, wire chases built into the hard tops for the addition of accessories (with chase lines installed at the factory), and the complete finishing of every accessible area in the boat. Perfection is a company tradition.

Starfire has assembled a staff with broad experience in the boating industry. Each has expertise in the retail marine business and the manufacture of high quality products. Located in a suburb of Salt Lake City, Starfire has assembled and trained some of the finest craftsmen to be found in the U.S. Few manufacturers can boast that key supervisory and production staffs have a tenure of over 15 years. Our company is very proud of our employees and their continued success. We're also proud to be one of the few independent boat manufacturers in business today with its original ownership and founders values. Our commitment assures each dealer, and their customers, that we care about them. Their problems are listened to and acted upon with no delay.

A Starfire story, but also your story. It will not end as we continue to build each one of you a better and more enjoyable boat. Welcome to the Starfire tradition!

5955 W. Wells Park Road / West Jordan, Utah 84088-5660 / 801-569-1400 / Fax 801-569-2413



N. A. TAYLOR CO., INC.

715 S. W. MORRISON ST.

PORTLAND, OREGON 97205

PHONE 503-227-3888

December 22, 1993

To Whom it may concern:

It has been my pleasure both on a business and personal level to know Mr. Gil Freedman of Starfire Boats for over 20 years.

I am the sales representative for the Nelson A. Taylor Co. which is one of the largest suppliers and manufacturers of boat windshields, hatches, as well as marine accessories. My territory is everything west of the Mississippi river and I do extensive traveling in the area.

I see and talk to many people in the industry. I meet with boat manufacturers as well as distributors and dealers on a daily basis, and have been doing so for over 20 years. I have found Gil Freedman to be one of the most knowledgeable in the boat manufacturing business today, if not the most knowledgeable in the industry. He has a keen sense of styling which shows in his boat designs, and he is very innovative when it comes to new ideas for his Starfire boats.

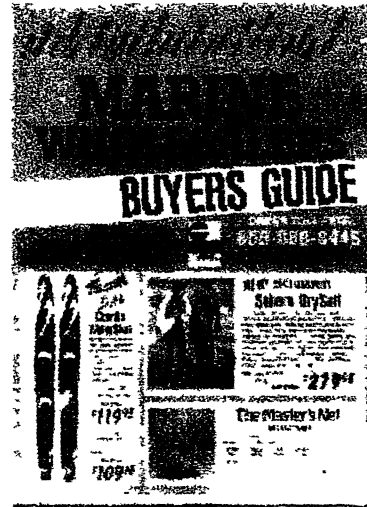
Gil Freedman is an honest and sincere businessman. He would be an asset to any boat manufacturer looking for the kind of knowledge he has regarding the boating industry. I have worked very well with Gil over the years and have found him to be a true force guiding the industry today. If you wish to discuss Gil Freedman's qualifications with me please feel free to contact me. I would be happy to speak with you.

Very truly yours,

Nelson A. Taylor Company, Inc.

Scott R. Houghteling

Marine Wholesalers
 Division of Starfire Boat Company
 Complete line of marine related products
 Retail Sales and Catalog/Mail-Order Operation
 Approximately 400,000 "Qualified" customers on
 Mailing List
 Large Inventory



Starfire Boat Company
 18'-32' Fiberglass Boats
 Internationally recognized Quality and Performance
 Very Well Equipped
 65,000 Square foot Manufacturing facility
 Molds and fixtures
 Diesel Transports
 Large Inventory



EXHIBIT “C”



IMPORTED LIMESTONE FIREPLACE FROM

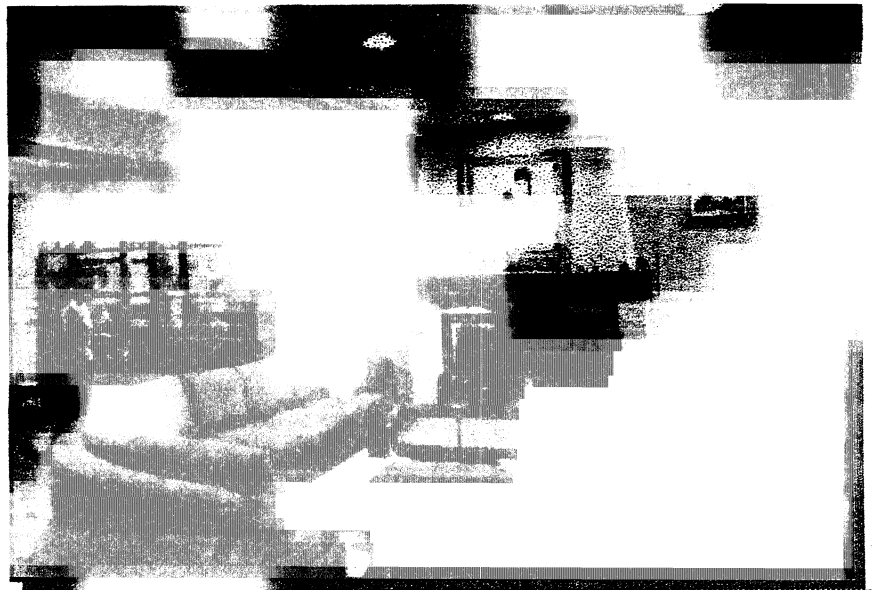
FRANCE.

GORGEOUS WOODWORK OF OAK AND

WALNUT.

GRANITE COUNTERTOPS AND SILK

WALLCOVERINGS.



Ultimate Relaxation



HEATED POOL WITH A 1000 SQUARE FOOT

POOL HOUSE WITH ITS OWN FIREPLACE.

5000 SQUARE FOOT UTILITY/SHOP/GARAGE

TREMENDOUS AMOUNT OF RV PARKING

SATELITE DISH AND A WONDERFUL SAUNA.

2 AWESOME WET BARS.

Magnificent Rural Estate

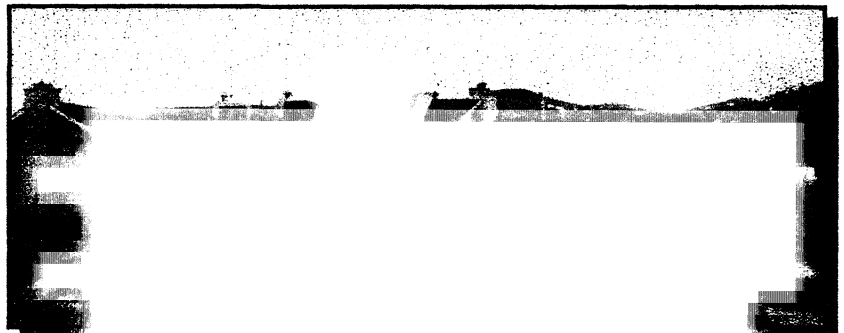
**LARGE AND OPEN ALL BRICK RAMBLER WITH
OVER 9600 SQUARE FEET.**

SPACIOUS 4 BEDROOMS AND 5 BATHROOMS.

2 FULL KITCHENS, AND ALARM SYSTEM.

IDEAL FOR ENTERTAINING

AS WELL AS A FAMILY.



NESTLED ON JUST OVER 5 ACRES INCLUDING APPROXIMATELY A 2 ACRE HORSE CORRAL WITH A BARN.



HEATED POOL WITH A 1000 SQUARE FOOT

POOL HOUSE WITH ITS OWN FIREPLACE.

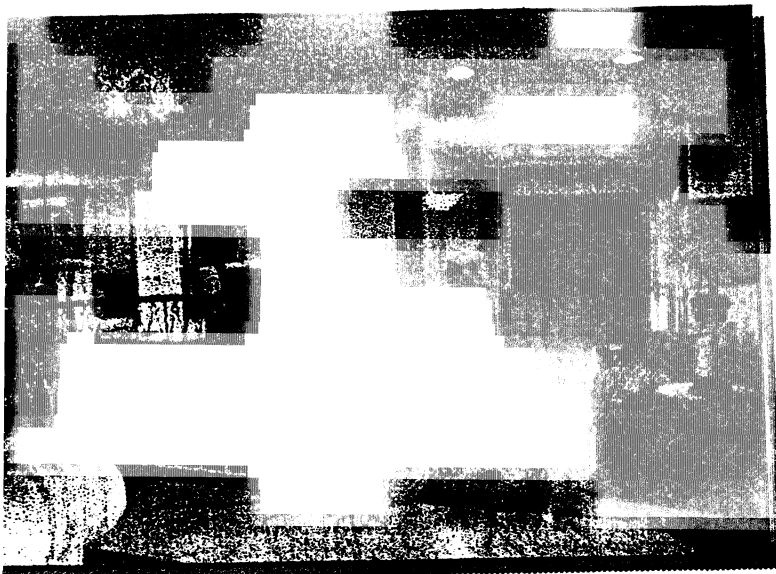
5000 SQUARE FOOT UTILITY/SHOP/GARAGE

TREMENDOUS AMOUNT OF RV PARKING

SATELITE DISH AND A WONDERFUL SAUNA.

2 AWESOME WET BARS.

Elegance meets Tranquility



PROFESSIONALLY DECORATED WITH AN

EXTRAORDINARY COMBINATION OF MARBLE, TILE,

CUSTOM OAK DOORS AND OAK RAILINGS.

THE PROPERTY IS ENCLOSED IN STONE PILLARS

AND WROUGHT IRON.

ENJOY THE SPECTACULAR VIEWS OF THE

MOUNTAIN RANGE AND THE VALLEY.

A Home You Can Live In

FAMILY ROOMS & A ELEGANT LIVING ROOM

STUDY/LIBRARY SURROUNDED IN WALNUT

WITH A FIREPLACE.

GOURMET KITCHEN WITH ST. CHARLES

CABINETS, JENN AIR, &

SUB ZERO APPLIANCES.

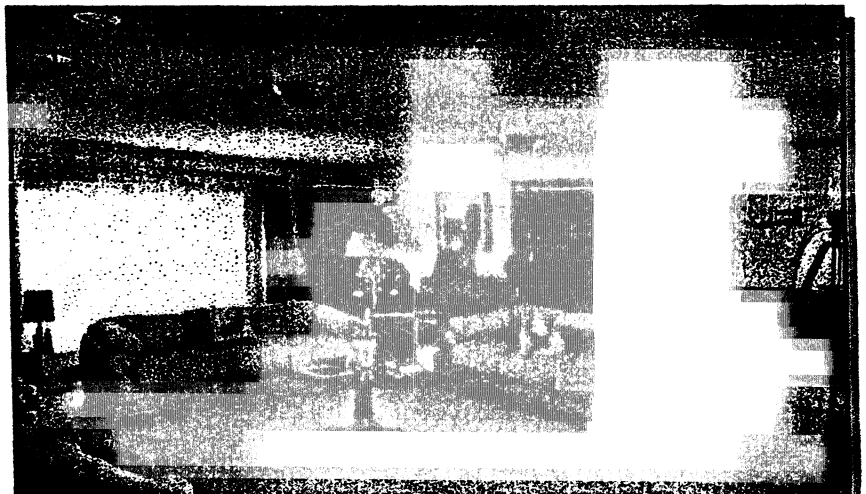


EXHIBIT “D”

I requested that my attorney Scott E. Williams of Duval, Hansen, Witt and Morley to arrange a meeting with Laurie L. Barnett, her attorney, Mr. Randy Lund, Mr. Williams and myself. I think that Mr. Clayne Corey and Mr. Randy Lund were switching off in court appearances with oral arguments between attorneys. I really wouldn't know either one if I saw them on the street. I think it was Mr. Lund, who attended the meeting.

After reading the enclosed newspaper articles, I don't think Mr. Lund should have allowed Mr. Lund to practice law if he was possibly under the influence of narcotics. I had arranged a sale of a lot that we owned, as per the binding agreement, although I paid for it, made and placed a for sale sign on the property and spoke to potential buyers including the purchaser Faye Mounteer, who paid \$68,000.00 (no commission). I needed my share of the money to pay off a judgement for a business debt for Starfire Industries that was gotten by default because I didn't know I had to appear at a hearing. The attorney's for Starfire Industries bankruptcy didn't inform me. The meeting was set for August 27, 1999 at a meeting room at the Fourth District Court building in Provo, Utah. Mr. Lund came alone. He told Mr. Williams that Laurie Barnett was deathly afraid of me and wouldn't be there. Of course, in order to get through the entrance of the building, you had to go through a metal detector and there were armed deputies everywhere you looked in the building. I told Mr. Williams "let's go", but they sat down at the table so I did too. Mr. Lund started telling Mr. Williams what a brilliant move he made by suggesting that the judge dissolve the divorce. Mr. Lund asked Mr. Williams what school he went to. Mr. Williams told him a school in Nebraska. Mr. Lund kept on giving Mr. Williams compliments on how great he thought he was. I couldn't believe what I was seeing and hearing.

Then, Mr. Lund got to me. He started belittling me to my face and told me that he was going to have me psychologically evaluated among other things. He then said to me, "you don't want me to do that, do you?" All in a threatening tone of voice. I had mentioned to Mr. Williams in one of our conversations that every time Laurie Freedman Barnett started yelling, screaming, terrorizing and threatening me, I had to take a valium tablet (by prescription) to help me calm down and help bring my blood pressure down. I never said I wasn't of sound mind. What Laurie did to me was enough to drive me crazy. I tried to explain to Mr. Lund and Mr. Williams that it was impossible to talk to Laurie because of how she abused me verbally, but Mr. Lund had the floor and he wouldn't let me finish speaking. Mr. Lund said this was a poor excuse. Mr. Williams sat there amazed that Mr. Lund would speak to me like that. I could see his facial expressions. I don't think Mr. Lund should have been directly addressing me, but Mr. Williams didn't say anything. I think all communication should have gone through my attorney. When we left the building, Mr. Lund took Mr. Williams over to the front of the building while I waited near my car. I could see them clearly. They talked for about 15 minutes. I could see Mr. Lund doing all the talking while Mr. Williams just shook his head up and down.

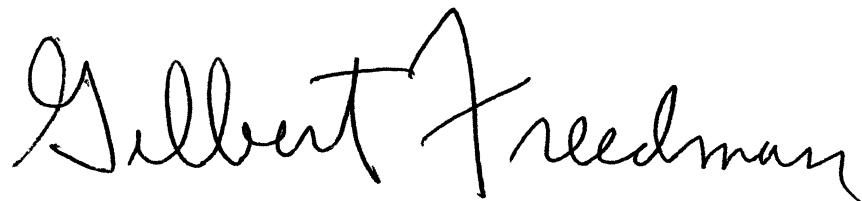
Several days later, Mr. Williams asked me to come to his office so we could talk. We sat in the conference room at the rear of the building. He told me that Mr. Lund told him I was dishonest and involved in criminal fraud and trying to avoid creditors. Mr. Lund told him it would be best if he withdrew from the case because he would probably lose his privilege to practice law in Utah and Mr. Williams would wind up paying legal fees to Mr. Lund.

If Laurie Barnett and Mr. Lund would have paid me my half of the sale of the lot (\$34,000), as per the binding agreement that Laurie Barnett and some attorney wrote up, I could have paid off the judgement as I explained to Mr. Scott E. Williams. There was no attempt to avoid creditors as Mr. Lund told Mr. Williams.

If Mr. Lund knew of criminal fraud, as an officer of the court, he should have reported it instead of scaring off my attorney. Because I did not have an attorney, I had to face the Judge in the third district court by myself, without an attorney, in a case that involved a judgement by Richer, Swan and Overholt on an alter ego theory by default. I was not informed of my constitutional rights to have an attorney. Needless to say, I lost.

I did not pay Scott E. Williams the balance of his bill because he let Mr. Lund verbally attack me and then deserted me and left me without representation. I told Mr. Williams that I paid for the house, but couldn't prove it because Laurie Barnett took all my papers and wouldn't submit them to the court. I told Scott Williams that I had affidavits from people that worked on the house and that I had paid for material and labor. Also, affidavits from neighbors and friends. One day in about 2002 (I can't remember the date) as I was arriving in the Provo courthouse lobby, I met Mr. Williams as he was leaving. We exchanged greetings and he said, "You know you still owe us a balance on your account. If you would like to make some small payments, I would appreciate it." I told him I would try to come and talk to him. I didn't want to go into details in the courthouse. I don't feel I owe him anything after he left me deserted after Mr. Lund scuttled me. Mr. Scott E. Williams now has an office at 3325 N. University, Provo, Utah 801-375-9801.

Mr. Lund and Mr. Corey threatened all my attorneys with sanctions and payment of legal fees. No wonder I had problems keeping attorneys when Mr. Lund and Mr. Corey played "boogieman" scaring my attorneys with sanctions and legal fees.

A handwritten signature in black ink that reads "Gilbert Freedman". The signature is written in a cursive, flowing style with a large initial 'G' and 'F'.

DUVAL HANSEN WITT & MORLEY, P.C.

ATTORNEYS AT LAW
306 WEST MAIN STREET
AMERICAN FORK, UTAH 84003

TELEPHONE (801) 756-7658
FACSIMILE (801) 756-7699
dhwm1af@inconnect.com

GORDON W. DUVAL
JAMES "TUCKER" HANSEN
MARSHALL S. WITT
C. VAL MORLEY

BRUCE R. MURDOCK
LARAMIE D. MERRITT
SCOTT E. WILLIAMS
BRIAN K. HAWS
"TREY" A. R. DAYES III

PLEASANT GROVE OFFICE
110 SOUTH MAIN STREET
PLEASANT GROVE, UTAH 84062
TELEPHONE (801) 785-5350
FACSIMILE (801) 785-0853

OREM (801) 221-5443
FORMERLY HARDING & ASSOCIATES P.C.

September 2, 1999

Gil Freedman
8895 West Bull River Road
P.O. Box 250
Lehi, Utah 84043

Re: Laurie Barnett v. Gil Freedman

Dear Gil:

When you first came to my office, you informed me that Laurie had obtained sole ownership of your home by fraud. You also informed me that at the time your Decree of Divorce was entered, you were not of sound mind. Based on that understanding, I agreed to help you try to get your Decree set aside. At that time, I informed you that no court would set aside the Decree if you had stipulated to the Decree with the intent of defrauding your creditors. I also informed you that if you had intended to defraud your creditors, you could be subject to criminal penalties and jail time. You assured me that you had not intended to defraud your creditors and that if I could get the Decree set aside, that you would pay your creditors. You further assured me that you were willing to take the risk of subjecting yourself to potential jail time.

Since you made the above assurances, I have formed the opinion that you fully intended to defraud your creditors. I have further formed the opinion that you intend to continue to defraud your creditors. Due to the opinions I have formed, I can no longer continue to represent you.

As we agreed on August 31, 1999, the Complaint (Case No. 990402668), which I filed on your behalf, in which we requested that the court set aside your Decree of Divorce, has been dismissed. As you are aware, there are two constable sales scheduled on September 7, 1999, to sell your property (Case No. 920905473). The sale of your vehicle is scheduled for 12:00 p.m. and the sale of your other personal property is scheduled for 1:00 p.m. I believe there is a hearing scheduled that same day at 9:00 a.m. to discuss whether your property is exempt.

Gil Freedman
September 2, 1999
Page Two

I strongly recommend that you do not testify at that hearing as anything you say can be used against you in a criminal proceeding. Unless you can afford to pay off Star Brand, Inc., I recommend that you do not contest the sale of your property in any manner whatsoever. Furthermore, I recommend that you speak with an attorney who specializes in criminal defense immediately and that you do not speak with anyone regarding any of your cases until you have done so.

Please remember that there is an Ex Parte Protective Order in place that requires that you stay away from Laurie (Case No. 994401574). You also have an eviction case pending in American Fork. There is currently a motion pending before the court in that matter which is scheduled on September 29, 1999 at 9:00 a.m. (Case No. 99010236).

Please be informed that I intend to withdraw from all of your cases immediately. You need to contact another attorney as soon as possible to assist you in these matters. Along with this letter, I have enclosed a copy of your entire file. These copies are being provided to you for the use of your new attorney.

If you have any questions or comments regarding the above, please feel free to contact me.

Very truly yours,

DUVAL HANSEN WITT & MORLEY, P.C.



SCOTT E. WILLIAMS

SEW/dw
Enclosures

EXHIBIT “E”

State of Utah

County of Utah

I Kathryn F. Phelps, being first duly sworn upon my oath deposes and say:
I have been neighbor to Lorrie and Gil Freedman for eighteen years. Several years ago my husband and I went out to their boat factory on 90th South, in the West Jordan area. My husband rode in a golf cart with Gil and I rode in one with Lorrie as they showed us around the factory. As I was riding with Lorrie I asked her how she met and married Gil. In these words she said: "I lived in an apartment close to him and I knew that he had big bucks. He was hard to get to know because he seemed unfriendly, but I pursued him by taking plates of goodies to him and I was finally able to get him interested in me. . . but you realize, that he is much older than I am." She also went on to say that the house was in her name because it protected it in case the business failed or had problems. Over the past year it has appeared to me that things of monetary value mean more to her than personal relationships and friendships.

I was sad to see their marriage end and it was hard to understand because Gil was so good to her.

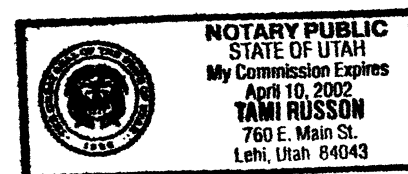
Dated this 5th day of June, 1999

Kathryn F. Phelps

Subscribed and sworn to before me this 6th day of
June, 1999 by

Tami Russon

NOTARY PUBLIC



JAMES G. CLARK USB #3637
Attorney for Plaintiff
96 East First South
Provo, Utah 84606
Telephone: (801) 375-1717

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH

LAURIE L. FREEDMAN,
Plaintiff,

ANSWERS TO DEFENDANT'S
INTERROGATORIES

vs.

Civil No. 954400884DA
Judge: Steven L. Hansen

GILBERT FREEDMAN
Defendant.

PRELIMINARY STATEMENT

All of the responses contained herein are based only upon such information and documents that are presently available and specifically known to Plaintiff, and disclose only those contentions that presently occur to Plaintiff.

It is anticipated that independent investigation, legal research, and analysis will supply additional facts and meaning to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The following responses to Defendant's First Set of

Perjury
/ /
/ /
/ /

C. Identify all the documents upon which you rely in support of your claim that said property constitutes your separate property.

RESPONSE: Yes. 8895 West Bullriver Road, Lehi, Utah. The monies used to acquire this property was from a combination of gifts and cash gifts from Plaintiff's family over several years and Plaintiff's own separate savings accounts. Plaintiff's personal savings account was used as part of the down payment for this property. Gifts from Plaintiff's father, mother and grandmother were also used for some of the down payment. Attached are copies of checks paid by Plaintiff from her private account for the mortgage on the property. Plaintiff also purchased the 1957 Thunderbird from her personal funds and the title is in name only. Attached are all documents available evidencing Plaintiff's claim on the property and the motor vehicle titles owned by the parties individually and jointly.

INTERROGATORY NO.10: Identify all debts wherein Plaintiff and/or Defendant is named as a debtor. Include in your answer the following:

- a. The name and address of the creditor;
- b. The purpose for which the debt was incurred;
- c. The current unpaid balance of the indebtedness;

Nov 14, 1985

Chaparral Land Company
% Mr. Duane Levy
2660 Townsgate Road Suite 530
Westlake, Village, CA 91361

Dear Duane:

I am enclosing a copy of "Assignment of Interest" from Ventura County, which authorizes Howard and me to receive the proceeds for the sale of this property through my father's estate.

I received a call from Howard this morning and gave me the following figures. If you find them incorrect please let me know.

\$665,000.00 at 12% interest for 91 days is \$19,895.34

The above amount is to be split in half and sent to us as follows:

Gilbert Freedman-PERSONAL
619 South 600 West
Salt Lake City, Utah 84101-1093

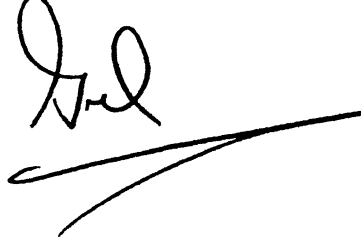
\$ 9947.67

Howard Freedman
2141 Parleys Terrace
Salt Lake City, Utah 84109

9947.67

Thank for all your help.

Gil Freedman



/11f

11/27/85
+ 116
+ 117

EXHIBIT “F”

WEST JORDAN, UT

84088

DATE
8/10/90

31-
124

PAY TO THE
ORDER OF

GILBERT FREEDMAN
8895 W BULL RIVER RD
LEHI, UT 84043

\$\$\$1856.

PAY THIS AMOUNT

*****ONE THOUSAND EIGHT HUNDRED FIFTY SIX AND 3/4

FIRST SECURITY BANK OF UT
WEST JORDAN OFFICE

AUTHORIZED SIGNATURE

⑈000610⑈ ⑆124000012⑆ 254 00107 13⑈

⑈000018⑈

PAYROLLS BY PAYCHEX

STARFIRE INDUSTRIES
5955 W. WELLS PARK RD
WEST JORDAN, UT 84088

CHECK NO.

574

DATE

7/27/90

31-0
1240

PAY TO THE
ORDER OF

GILBERT FREEDMAN
8895 W BULL RIVER RD
LEHI, UT 84043

\$\$\$1856.3

PAY THIS AMOUNT

*****ONE THOUSAND EIGHT HUNDRED FIFTY SIX AND 3/4

FIRST SECURITY BANK OF UT
WEST JORDAN OFFICE

AUTHORIZED SIGNATURE

⑈000574⑈ ⑆124000012⑆ 254 00107 13⑈

⑈000018⑈

PAYROLLS BY PAYCHEX

STARFIRE INDUSTRIES
5955 W. WELLS PARK RD
WEST JORDAN, UT 84088

CHECK NO.

539

DATE

7/13/90

31-0
1240

PAY TO THE
ORDER OF

GILBERT FREEDMAN
8895 W BULL RIVER RD
LEHI, UT 84043

\$\$\$1856.3

PAY THIS AMOUNT

*****ONE THOUSAND EIGHT HUNDRED FIFTY SIX AND 3/4

FIRST SECURITY BANK OF UT
WEST JORDAN OFFICE

AUTHORIZED SIGNATURE

⑈000539⑈ ⑆124000012⑆ 254 00107 13⑈

⑈0000185⑈

EXHIBIT “G”

AFFIDAVIT

To Whom It May Concern:

I have known Gil Freedman since my employment for him as Owner, Starfire Industries, Inc. from 1989-1992. I worked for Gil and Laurie Freedman in the capacity of administration and accounting. I had the opportunity to get to know Gil and Laurie quite well. I trusted them both and I believe they had a good deal of trust in me.

Although it has always been my policy to be very discrete about information I received from either of them I feel like I would like to share some information Gil would always distribute payroll checks personally to each employee; he usually came into my office last and delivered my check. He would then deliver his check to Laurie which she indicated to me on several occasions was deposited to their joint account. It was my impression, always, that Laurie handled all of their personal financial affairs. Gil seemed to always allow her that responsibility and trusted her to take care of those types of matters.

There were, on several occasions, in private conversations with Laurie that she represented to me, due to Gil's previous divorce and difficulties arising from the divorce, ownership of their home at 8895 Bullriver Road was in her name only to protect this asset for both of them. She was always very implicit that the ownership was meant to be an equal share situation. Gil, in my opinion, was always very generous to her in every way.

Signed Jaline T. Zoun
Jaline T. Zoun

Dated: 6-10-99

STATE OF UTAH,)
County of Salt Lake)

On the 10th day of June A.D., 1999 personally appeared before me, Jaline T. Zoun, the signer of the foregoing statement, who duly acknowledges to me that she executed the same.

Address: _____



Danice A. Taylor
Notary Public
Commission Expires: 12/9/2001

EXHIBIT “H”

Plaintiff shall deliver the originals of the Promissory notes at the time of the execution of this Agreement.

2. Plaintiff shall fully pay and discharge all personal indebtedness hereinafter described and covenants and agrees to indemnify Defendant, and save Defendant personally harmless with respect to the claims of the following creditors: Transworld Mortgage Company (indebtedness secured by the family home in the approximate sum of \$60,000); Scalley & Reading (indebtedness in the approximate sum of \$9,000), Bombardier Capital (indebtedness in the approximate sum of \$110,000); Cohne, Rappaport & Segal (indebtedness in the approximate sum of \$8,000); Maxine Barnett (indebtedness in the approximate sum of \$100,000). However, Plaintiff does not agree to assume any debt owing by Starfire, only the personal indebtedness set forth herein.

3. Defendant shall fully pay and discharge all indebtedness hereinafter described and covenants and agrees to indemnify Plaintiff, and save Plaintiff harmless with respect to the claims of the following creditors: Star Brand, Inc., (indebtedness in the approximate sum of \$22,000); Utah State Tax Commission (indebtedness in the approximate sum of \$21,000); Coast Distributing (amount of indebtedness unknown). Provided, however, that Defendant reserves the right to dispute his liability or the amount of indebtedness asserted by the foregoing creditors, but shall fully pay and discharge such indebtedness which he unsuccessfully disputes.

4. Any debt or obligation not mentioned in paragraphs 2 or 3 shall be paid and discharged by the party who incurred the debt and the incurring party shall indemnify the other party, and save the party harmless, with respect to the claims of said undisclosed creditor.

EXHIBIT “I”

This is a binding agreement between Gil Freedman and Laurie L. Freedman and was not made under duress by either party.

On all Real Property listed:

8895 W Bull River
Lehi, UT

Highland lot
Highland, Utah

it is agreed that the property will be sold and proceeds will be split 50/50 between the two parties with the exception of the following.

1. Laurie to receive \$ 284,118.00 off the top.
B
2. All the liens on real property will be paid from proceeds off the top.
3. Lien to Maxine Barnett will be paid off the top & split 50/50 between the two parties

4. Capital gains taxes, property taxes, taxes will be shared 50/50

5. Real estate commissions will be shared 50/50

6. Any repairs to sell property will be split 50/50.

Starline company vehicles will be sold and proceeds and selling expenses will be split 50/50. Gil will be reimbursed for towing and storage costs.

Marine Wholesalers merchandise and boats will be sold and the proceeds will be split 50/50 less selling expenses.

Hyster forklift (3 wheel) will be sold and split 50/50 less repairs. New seat and safety belt must be installed before any sale.

Caskets at 6th St Bldg if retrieved will be sold and split 50/50.

Received by (Signature)
Bill Friedman

Share maint costs 50/50 : garbage..

Phone to install new line 1/2 costs

alarm pad

entrance

door

Bar-b-que - deck

Schedule

550

~~600~~ Rent

250 Utilities

820 00

title, interest and obligation in said real property.

5. The Court decrees that Plaintiff shall assign to the Defendant her rights, title and interest in all promissory notes issued to the Plaintiff or to the Plaintiff and Defendant jointly by Starfire Industries, Inc., and that Defendant shall be awarded all right title and interest in and to Starfire Industries free and clear of any claim of Plaintiff. Defendant is the sole beneficiary of all promissory notes held by the Plaintiff, along with all security agreements and UCC filings, securing said notes.

6. The Court decrees that the Plaintiff assumes the following personal and marital debts and obligations:

a. Debt to Transworld Mortgage Co. in the approximate amount of \$60,000; and

b. Debt to Scalley & Reading in the approximate amount of \$9,000; and

c. Debt to Cahne, Rappaport & Siegel in the approximate amount of \$8,000; and

d. Debt to Maxine Barnett (~~Guardian~~ State Bank) in the approximate amount of \$100,000; and

e. Debt to Bombardier in the approximate amount of \$110,000.

7. The Court decrees that the Defendant assumes the following debts and obligations:

a. The debt to Coast Distributing an approximate amount

EXHIBIT “J”

*928 609 P.2d 928

Supreme Court of Utah.

**Nina Doreen Davis BOYCE, Plaintiff and
Appellant,**

v.

**Milan Mack BOYCE, Defendant and
Respondent.**

No. 16342.

March 5, 1980.

Wife moved to set aside a divorce decree on ground of fraud. The Third District Court, Salt Lake County, Homer F. Wilkinson, J., denied the motion, and wife appealed. The Supreme Court, Stewart, J., held that trial court abused its discretion in refusing to allow wife a hearing on her motion to set aside a divorce decree on grounds of fraud, since it appeared that the assets of parties might actually have been more than five times the amount disclosed by husband at time of settlement agreement, there was support in record for wife's contention that husband prevented wife from gaining full and accurate knowledge of his total assets, and husband's record of noncompliance with discovery procedure would not be overlooked solely on ground that wife was perhaps guilty of some degree of fault in not being as diligent as she might have been.

Reversed and remanded.

West Headnotes

[1] Divorce ☞ 254(2)

134 ----

134V Alimony, Allowances, and Disposition of
Property

134k248 Disposition of Property

134k254 Judgment or Decree

134k254(2) Modification or Vacation.

A liberal standard for application of rule governing motions to set aside a judgment on grounds of fraud is justified in divorce cases, in view of the continuing jurisdiction that a divorce court has over its decrees; court should modify a prior decree when interests of equity and fair dealing with court and the opposing party so require. Rules of Civil Procedure, rule 60(b).

[2] Divorce ☞ 254(2)

134 ----

134V Alimony, Allowances, and Disposition of
Property

134k248 Disposition of Property

134k254 Judgment or Decree

134k254(2) Modification or Vacation.

Trial court abused its discretion in refusing to allow wife a hearing on her motion to set aside divorce decree on grounds of fraud, since it appeared that assets of parties might actually have been more than five times the amount disclosed by husband at time of settlement agreement, there was support in record for wife's contention that husband prevented wife from gaining full and accurate knowledge of his total assets, and husband's record of noncompliance with discovery procedure would not be overlooked solely on ground that wife was perhaps guilty of some degree of fault in not being as diligent as she might have been. Rules of Civil Procedure, rule 60(b).

[3] Lis Pendens ☞ 3(1)

242 ----

242k3 Actions Affecting Rights to Property
Involved Therein

242k3(1) In General.

[See headnote text below]

[3] Lis Pendens ☞ 22(1)

242 ----

242k22 Operation and Effect in General

242k22(1) In General.

A notice of lis pendens may be filed with respect to property whose title would be affected by pending judicial action; that notice would not be effective, however, where third-party rights have arisen subsequent to the execution of quitclaim deeds by plaintiff in compliance with original divorce decree if third party had no actual notice. U.C.A.1953, 78-40-2.

*929 R. M. Child & Donovan C. Snyder of Bayle, Child & Ritchie, Salt Lake City, for plaintiff and appellant.

Jed W. Shields, David S. Dolowitz of Parsons, Behle & Latimer, Salt Lake City, for defendant and respondent.

STEWART, Justice:

Plaintiff appeals from a judgment and order of the district court denying her motion to set aside a divorce decree pursuant to Rule 60(b), U.R.C.P., on grounds of fraud. We reverse.

In May 1977 plaintiff filed a complaint for divorce, together with a motion for temporary

EXHIBIT “K”

COPY

div.

Clayne I. Corey (A5847)
Randall D. Lund (A5617)
COREY & LUND
Creekview Plaza
948 East 7145 South, Suite C-103
Salt Lake City, Utah 84047-1714
Telephone: (801) 255-2552
Facsimile: (801) 255-9566
Attorneys for Petitioner

**IN THE FOURTH JUDICIAL DISTRICT IN AND FOR
PROVO DEPT., UTAH COUNTY, STATE OF UTAH**

**LAURIE FREEDMAN (aka LAURIE
BARNETT),**

Petitioner,

vs.

GILBERT FREEDMAN,

Respondent.

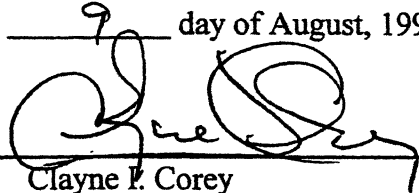
APPEARANCE OF COUNSEL

Case No. 954400884 DA

Judge Gary D. Stott

Please take notice that attorneys Clayne I. Corey and Randall D. Lund of COREY & LUND, hereby enter their appearance as counsel for the Defendant, Laurie Barnett, in the above-entitled case, and request that all pleadings and correspondence be mailed to the above address.

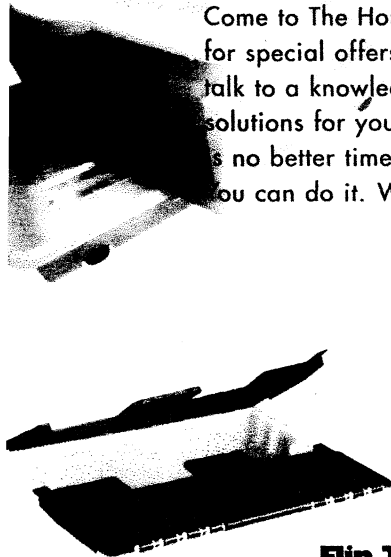
RESPECTFULLY SUBMITTED this 9 day of August, 1999.

By: 
Clayne I. Corey
Randall D. Lund
Attorneys for Petitioner

Don't Miss Our Storage Event



The garage and basement are two of the most important areas of the home in need of organization and storage solutions. Come to The Home Depot's Storage Event for special offers on storage items and talk to a knowledgeable associate about solutions for your storage needs. There is no better time to get organized. You can do it. We can help.



LIMITED TIME OFFER

**Flip Top
Crate**

• Limited to stock
on hand.
(108653)

Prices good 11/18 through 11/23/03

\$3.99
ea.
was \$4.75

AE# 54853 © 2003, HOMER TIC, Inc. All rights reserved.



P.O. Box 105628
Atlanta GA 30348-5628

Postmaster please deliver
between 11/18 and 11/20/03

U.S. Postage
PAID
TMH, Inc

Laurie L. Freedman
P.O. Box 250
Lehi UT 84043-0250



LAURIE L FREEDMAN
PO BOX 250
LEHI UT 84043-0250



IN THE UTAH COURT OF APPEALS

LAURIE L. FREEDMAN (*BARNETT*),

Plaintiff and Appellee,

v.

GILBERT FREEDMAN,

Defendant and Appellant.

OPENING BRIEF OF THE APPELLEE

Case No. 20030476-CA

District Court No. 954400884

**APPEAL FROM ALL FINAL ORDERS OF THE FOURTH JUDICIAL DISTRICT
IN AND FOR UTAH COUNTY, STATE OF UTAH
PROVO DEPARTMENT
JUDGE STEVEN L. HANSEN**

**CLAYNE I. COREY (No. 5847)
CREEKVIEW PLAZA SUITE A-102
942 EAST 7145 SOUTH
MIDVALE, UTAH 84047-4495
TELEPHONE: (801) 255-2552
FACSIMILE: (801) 943-8276
*Attorney for Plaintiff and Appellee***

**Gilbert Freedman
P.O. Box 250
Lehi, Utah 84043
*Defendant and Appellant Pro Se***

EXHIBIT “L”





EXHIBIT “M”

EXHIBIT “N”

ROBERT M. McDONALD
SUZANNE WEST

McDONALD & WEST
ATTORNEYS AT LAW
SUITE 270
3269 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84115
(801) 488-8800

TELEPHONE
(801) 488-8800
FAX
(801) 488-8926

JE /

October 6, 1995

James G. Clark
96 East First South
Provo, Utah 84606

Re: *Freedman vs. Freedman*

Dear Jim:

In response to your letter of September 22, 1995, I posted a letter to my client informing him of your request for discovery responses.

However, in response to my letter, Mr. Freedman advises me that the documents necessary to accurately respond to your inquiries are commingled with private papers of his wife in the family home. He further informs me that his wife refuses any and all communication with him, making it impossible for him to obtain the files without invading her privacy. Moreover, he has expressed great concern that any attempt to unilaterally locate the documents among her private files would cause a serious problem between the parties.

For these reasons, we request that your client separate all of the documents bearing on the issues raised by the pleadings and deliver them to my office for review. Upon receipt of the documents, we will promptly provide responses to your discovery request.

Yours very truly,



Robert M. McDonald

RMM:ap
cc: Gil Freedman

ALDRICH, NELSON, WEIGHT & ESPLIN

ATTORNEYS AT LAW

Gary H. Weight, P.C.
Michael D. Esplin, P.C.
Thomas R. Patton
Michelle N. Wilson, P.C.
Margaret P. Lindsay, P.C.
Patrick V. Lindsay
Troy L. Crossley
Jeri L. Alphin
Laura H. Cabanilla

43 East 200 North
P.O. Box L
Provo, UT 84603-0200
Telephone (801) 373-4912
Fax (801) 373-4964

V. Pershing Nelson
(1918-1980)

Clair M. Aldrich
(1913-1986)

September 1, 2000

Randall D. Lund
Attorney at Law
948 East 7145 South, #C-103
Salt Lake City, Utah 84107

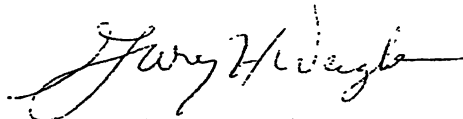
Re: Barnett v. Freedman

Dear Mr. Lund:

On April 5th and 25th I sent you separate discovery requests. The April 5th discovery request was a request for production of documents and the April 25th discovery request was also a request for production of documents. Both discovery requests are now overdue. Please prepare the responses to the requests for production of documents that you have within the next ten (10) days. I am prepared to move this case to trial and would like to have the discovery completed.

Very truly yours,

ALDRICH, NELSON, WEIGHT & ESPLIN



Gary H. Weight
Attorney at Law

GHW/abm

EXHIBIT “O”

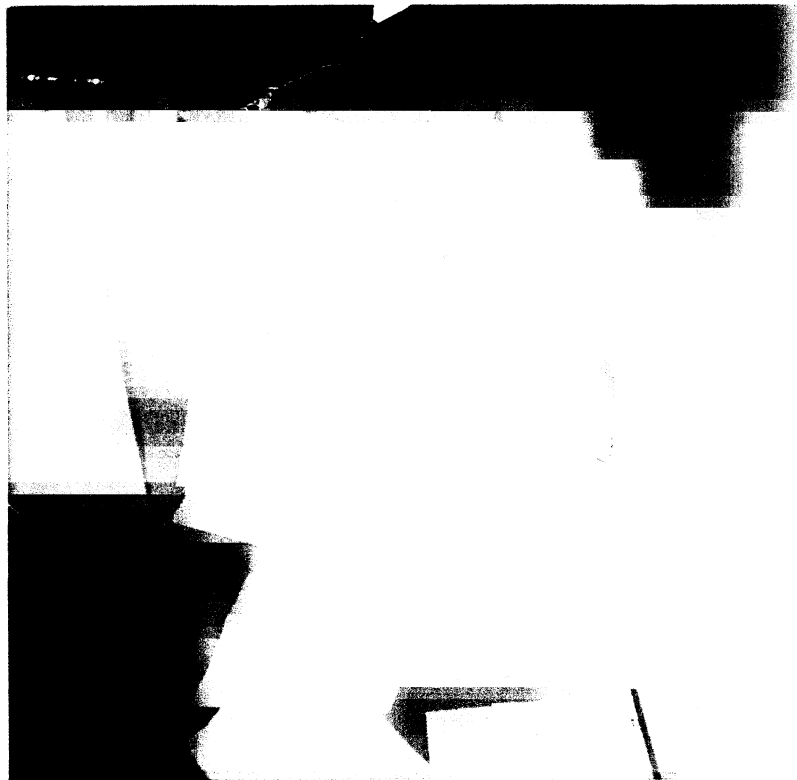


EXHIBIT “P”

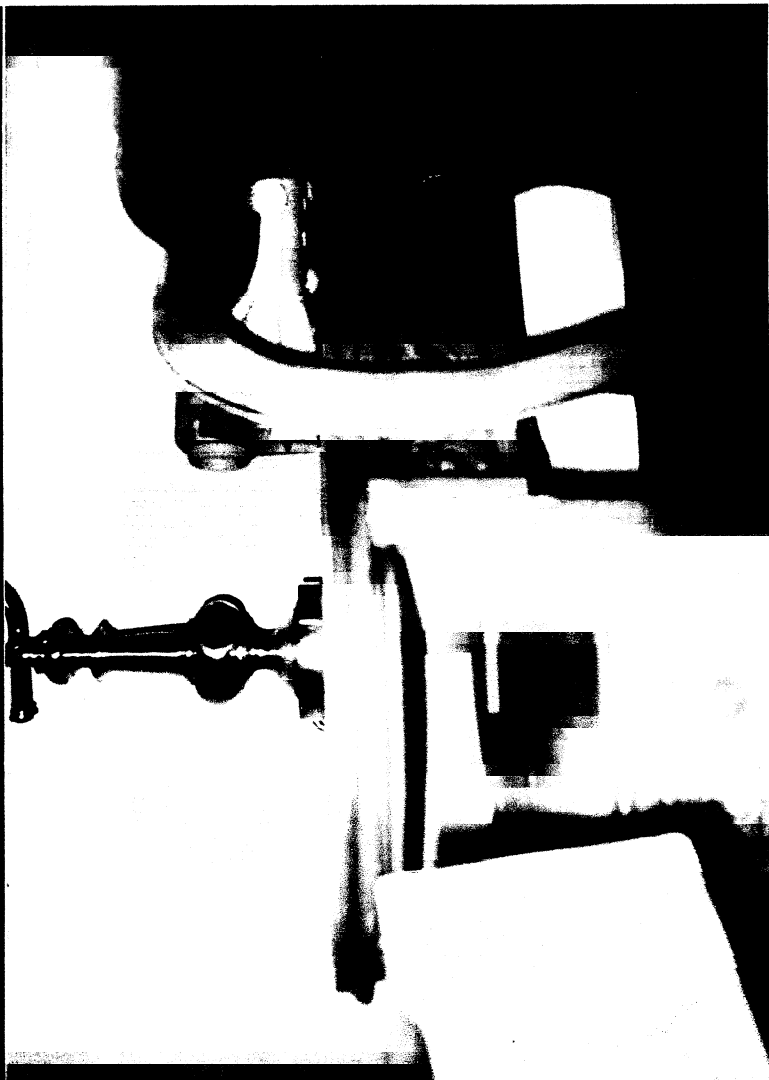
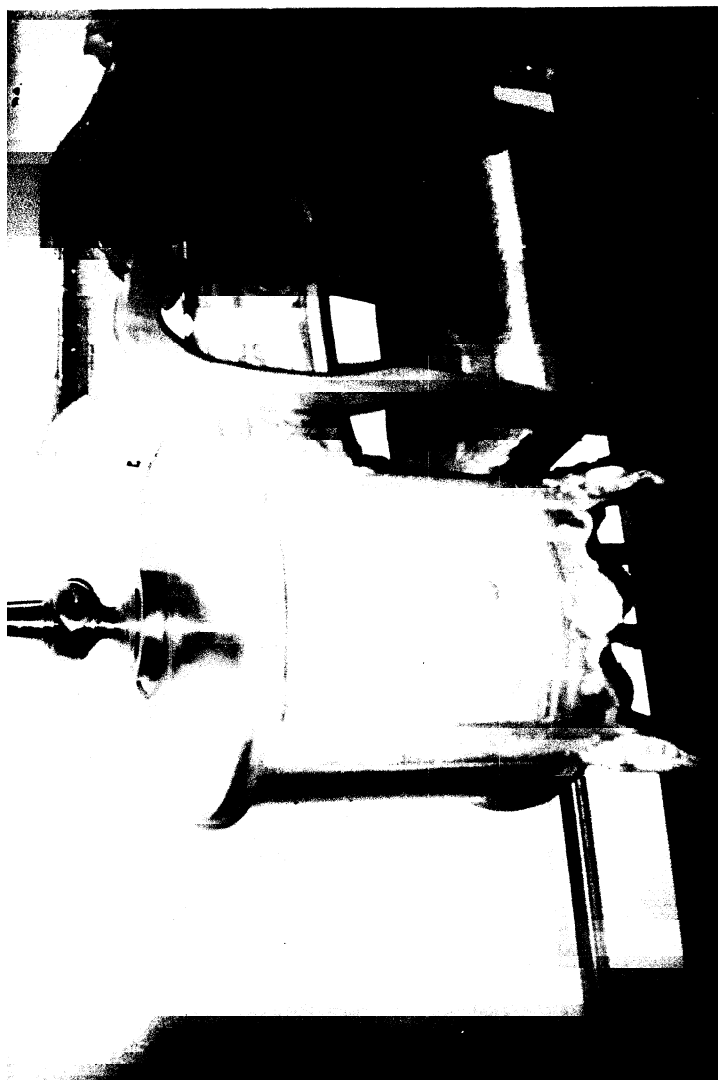


EXHIBIT “Q”

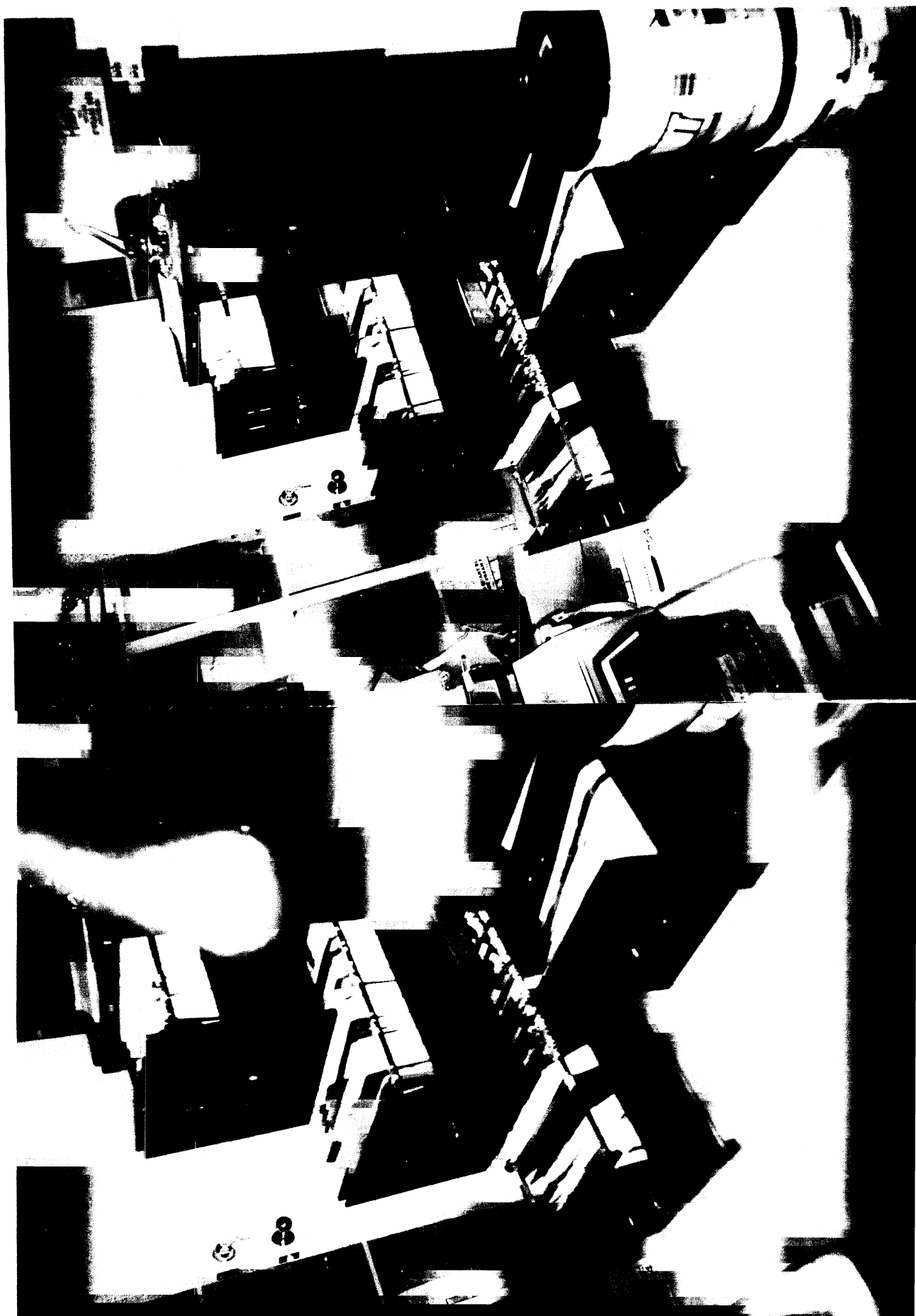


EXHIBIT “R”

TAPE #1

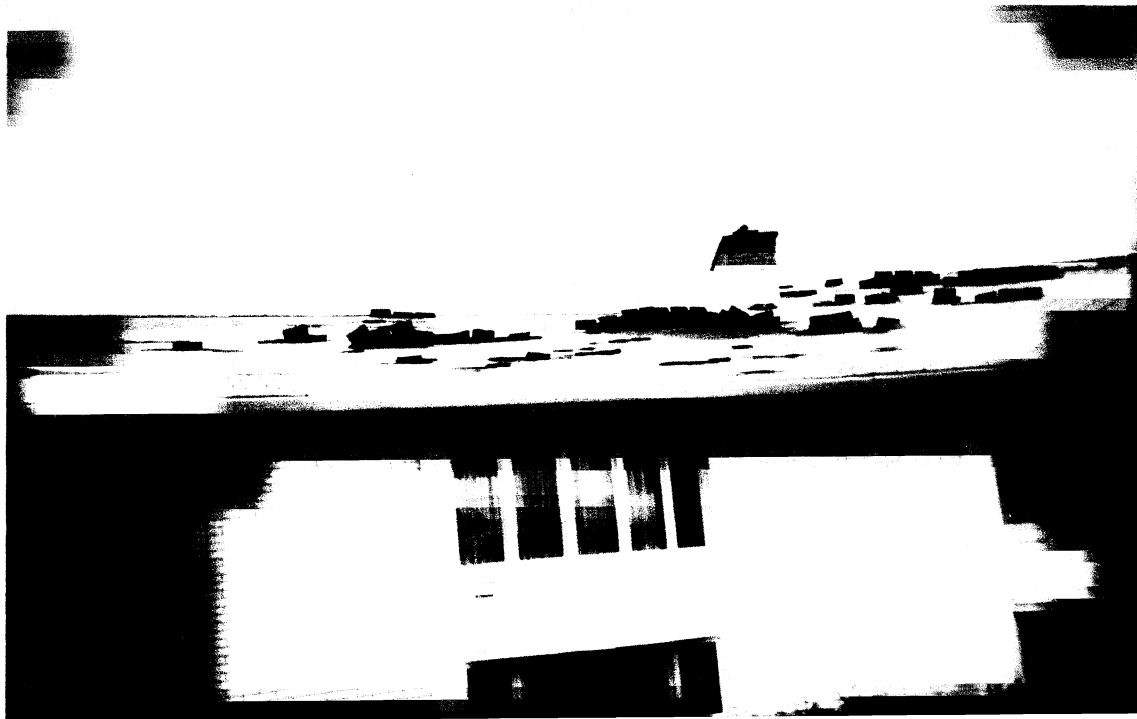
Answering Machine: Saturday, 10:07 am

Laurie: Hi Gil, this is Laurie, um I'm home for a little bit this morning. It's Saturday and then I'm going to be leaving. I'll be down in Albuquerque New Mexico for the next two weeks. I'm hoping I can come back next weekend. I don't know, um but I won't be able to be reached down there at least for a week and a half so if you need to leave any messages, I will be checking my voicemail at work, you can leave any messages there, um so like I say, I probably won't be back for two weeks. See you bye.

Answering Machine: Saturday, 10:09 am

Laurie: I'll also let you know, the lot has been sold in case you should get any calls. And when I get back, I can let you know the details, thanks, bye

EXHIBIT “S”



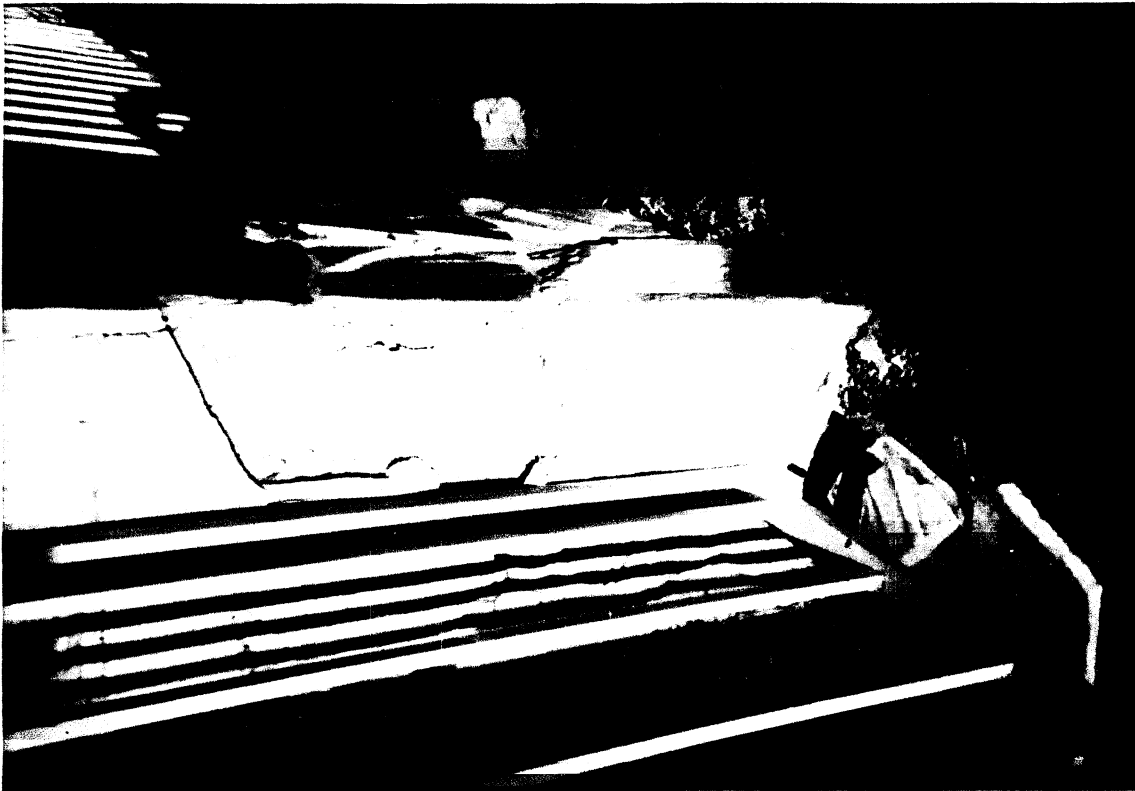


EXHIBIT “T”

Clayne I. Corey (A5847)
Randall D. Lund (A5617)
COREY & LUND
948 East 7145 South, Suite C-103
Salt Lake City, Utah 84047
Telephone: (801) 255-2552

Attorney for Plaintiff

**IN THE FOURTH DISTRICT COURT, IN AND FOR UTAH COUNTY,
STATE OF UTAH, AMERICAN FORK DEPARTMENT**

LAURIE BARNETT)	
)	
Plaintiff,	)	ORDER AND JUDGMENT
)	
v.)	
)	
GILBERT FREEDMAN,	)	Case No. 990101236
)	
Defendant.)	

On December 7, 1999, Plaintiff's Motion for Entry of Default Judgment came for hearing before the Honorable Howard H. Maetani. Plaintiff was represented by her counsel, Randall D. Lund of Corey & Lund. Defendant was not present and was not represented by counsel. Having reviewed Plaintiff's Memorandum, the Court record and having heard the argument by Plaintiff's Counsel, it is hereby ORDERED, ADJUDGED AND DECREED THAT:

1. Judgment is entered in favor of Plaintiff;
2. Defendant is ordered to pay Plaintiff for lost rent for the months of June through August 1999, in the amount of one thousand six hundred and fifty dollars. (\$1,650.00);

3. Pursuant to Utah's Unlawful Detainer Statute, as set-forth in Utah Code Ann., § 78-36-10, the amount of damages is trebled to four thousand nine hundred and fifty dollars (\$4,950.00);
4. Defendant is ordered to pay Plaintiff reasonable attorneys' fees in the amount of three thousand seven hundred and forty four dollars (\$3,744.00); and
5. Judgment in favor of the Plaintiff in the total amount of eight thousand six hundred and ninety four dollars (\$8,694.00) is hereby ordered.

DATED this ____ day of December, 1999.

The Honorable Howard H. Maetani
Fourth District Court Judge

January 20, 2000

Honorable Judge Howard H. Maetani
Forth District Court
State of Utah
American Fork Department

Regarding: Case number 990101236
Laurie Barnett vs. Gilbert Freedman

I am writing in regards to the enclosed judgement, which was sent by Laurie Barnett's attorney, Mr. Corey. I received the judgement at post office box 250 in Lehi, Utah 84043.

I would like to inform you that I have never received any notice of a trial, a pending hearing or a hearing date. If I had known about it, I would have gladly attended with an attorney and supporting evidence. Unfortunately, the notice was sent to my former home, where Laurie Barnett still resides. Instead of forwarding the notice to me, Ms. Barnett refused it. Since I've had the PO Box for over 4 years, I know that Ms. Barnett knows the address. I pick up my mail every Wednesday and Saturday. I had no way of defending myself if I didn't receive the proper notice.

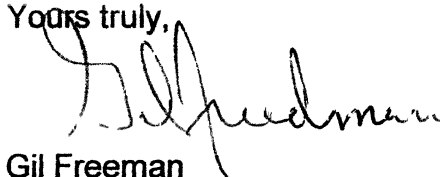
Ms. Barnett failed to mention the thousands of dollars I spent on the house after our divorce for a new roof, materials, labor and laborers to repair and maintain the house, swimming pool, electrical, etc. Ms. Barnett refused to reimburse me but I couldn't keep on asking for the money because of her cruel and violent treatment towards me.

I want to keep this letter as short as possible, but if you could please look over the article I have enclosed, I would greatly appreciate it. I think you will find that Ms. Barnett cashed the June check and refused the July check. Then in mid July, he had me removed from the house on false charges. I feel Ms. Barnett is using the legal system to her own advantage to ruin me.

I would gladly take a polygraph test and would also like to have Ms. Barnett take one to see who is telling the truth in this matter and also in the preceding case held in Judge Fred D. Howard's court room (case No. 990402668).

I thank you for your consideration.

Yours truly,

A handwritten signature in black ink, appearing to read "Gil Freeman", written over the typed name.

Gil Freeman
PO Box 250
Lehi, UT 84043-0250

BANK OF AMERICAN FORK
CASHIERS CHECKS
GIVE TO HAYLIE

The back of this document has been treated with a colorless Bank of American Fork logo. The front of the document has a micro-print border and signature line. Absence of this will indicate a copy. If lost replacement of this item may require a lost instrument bond.

BAF Bank of American Fork
AMERICAN FORK, UTAH

97-102
1243

No L 004625

JUNE 2, 1999

PAY TO THE
ORDER OF*****LAURIE L. BARNETT*****

\$**820.00**

PAY The sum of 820 dollars 00 cents

PURCHASER GIL FREEDMAN FOR RENTAL AT 8895 WEST BULLRIVER RD.
6/1/99-7/1/99 3:40p.m LEHI, UTAH 84043

CASHIER'S CHECK

Marilyn Kieckhefer
AUTHORIZED SIGNATURE

⑈004625⑈ ⑆124301025⑆ 00 70 000 5⑈ ⑈0000082000⑈

6/04/99	4625	820.00
---------	------	--------

W E B

06/03/99 12:44:12
FIRST SECURITY OF UTAH
250 N CHARLES LINDBERG SLC
0073204945

61/03/99 124444124
FIRST SECURITY OF UTAH
254 N CHARLES LINDBERG SLO

1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2

2000

Depositions
James Bond

Back side



Central Bank

SPRINGVILLE-PROVO-SPANISH FORK-RIVERSIDE PLAZA
MAPLETON-PAYSON-OREM-AMERICAN FORK

No 282998

97-32
1243

DATE July 6, 1999

PAY TO THE
ORDER OF

Laurie L. Barnett

820.00

\$

CENTRAL 820 DOLLARS CTS
BANK

DOLLARS

PURCHASER Gil Freedman

CASHIER'S CHECK

jkh

BY

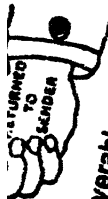
AUTHORIZED SIGNATURE

⑈ 282998 ⑈ ⑆ 124300327⑆ 01012028400⑈

⑆0

98 North Center

American Fork, Utah 84003-1628



- ☐ Not Deliverable As Addressed
☐ Unable to Forward
☐ Insufficient Address
☐ Moved, Left No Address
☐ Unclaimed
☒ Attempted - Not Known
☐ Refused
☐ No Such Street
☐ No Such Number
☐ No Mail Receptacle

GILBERT FREEDMAN
8895 W BULL RIVER RD
LEHI, UT 84043

Route No. RR2 Date 11-18
Carr/Initials MD

OF
FORK

Nov 22 12 34 PM '99

T - AF DEPT COURT
, STATE OF UTAH

: NOTICE OF
: ORAL ARGUMENT
:
:

: Case No: 990101236 EV
:

: Judge: HOWARD H. MAETANI
: Date: November 12, 1999

Court

JT 84003
NI

✓, 1999.
Jill Larsen
District Court Deputy Clerk

RECEIVED APR 10 2000

EX 3

MAR 29 11 53 AM '00

GARY H. WEIGHT, P.C. (3415)
ALDRICH, NELSON, WEIGHT & ESPLIN
Attorneys for Defendant
43 East 200 North, P.O. Box "L"
Provo, UT 84603-0200
Telephone: 373-4912

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH
MUNICIPAL DIVISION - AMERICAN FORK DEPARTMENT

LAURIE BARNETT,

Plaintiff,

vs.

GILBERT FREEDMAN,

Defendant.

: ORDER SETTING ASIDE
: DEFAULT JUDGMENT

: Case No. 990101236 EV

: Judge: Howard H. Maetani

This matter came before the Court on March 7, 2000 for hearing on Defendant's Motion to Set Aside Default Judgment. Plaintiff appeared in person and with counsel Randall D. Lund. Defendant appeared in person and with counsel Gary H. Weight. Counsel for the parties presented argument to the Court on the issue setting aside the Default Judgment. The Court being advised in the premises and good cause appeared therefore enters the following:

ORDER SETTING ASIDE DEFAULT JUDGMENT

The Court hereby sets aside the Default Judgment entered in this matter. This matter is set forth Pretrial Hearing on March 29, 2000 at 9:30 a.m. Counsel for the parties are instructed to be prepared to discuss whether or not this case should be referred to and consolidated with the divorce proceedings of the parties in the Fourth District Court for Utah County in Case Number 954400884DA.

DATED this 29 day of March, 2000.

BY THE COURT:

Howard H. Maetani

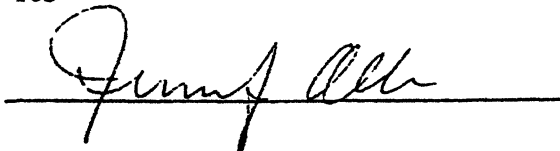
HOWARD H. MAETANI
District Court Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MAILING CERTIFICATE

I hereby certify that I mailed, postage prepaid, this 9th day of March, 2000, a copy of the foregoing to the following:

Randall D. Lund
Attorney at Law
948 East 7145 South, Suite C-103
Salt Lake City, Utah 84047



NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

TO RANDALL D. LUND, ATTORNEY FOR PLAINTIFF:

You will please take notice that the undersigned attorney for Defendant will submit the above and foregoing Order to the Honorable Howard H. Maetani for his signature upon the expiration of five (5) days from the date of this notice, plus three (3) days for mailing, unless written objection is filed prior to that time pursuant to Rule 4-504 of the Utah Rules of Judicial Administration.

DATED this 9th day of March, 2000.

ALDRICH, NELSON, WEIGHT & ESPLIN



GARY H. WEIGHT
Attorney for Defendant

Judgement legal fees for Corey and Lund
\$3744.00

I made calls to Corey and Lund's office
I was told that they charge \$125⁰⁰ per hour
for Mr Lund or Mr Corey.

If work is done by a paralegal they charge
\$65⁰⁰ per hour, I was told.

If Mr. Lund were to do all the work at
\$125⁰⁰ per hour than he worked 30 hours
on this case ($\$3744.00 \div \$125^{00} = 29.952 \text{ hours}$)

Did he really swear before the judge that he
worked 30 hours on this judgement?

Also, wouldn't a paralegal prepare the papers
at \$65⁰⁰ per hour
Was this a frivolous lawsuit?

EXHIBIT “U”

EXHIBIT “V”

1 know.

2 MR. COREY: Part of the reason, Your Honor, is
3 that he has been garnished, he has been, he's had his assets
4 seized and sold on numerous occasions. Everything that
5 my client could give to him has been given to him. But
6 his creditors have beaten a path to him, held sheriffs
7 sales and clear back in 1997 and ever since the decree was
8 entered.

9 THE JUDGE: That seems to me to be a defense that
10 you might or might not raise in an order to show cause
11 hearing. But the question is, shouldn't he be allowed his
12 day in court to make an argument that he didn't get his drill
13 press or his air wrenches--

14 MR. COREY: He should.

15 THE JUDGE: -- and then let you respond and say
16 why he didn't get them.

17 MR. COREY: He should be allowed to do that,
18 Your Honor. And I suppose our reply would be we had a
19 judgment for, for past rents for eviction--

20 THE JUDGE: Uh-huh (affirmative).

21 MR. COREY: -- of Mr. Freedman off the premises
22 and, of course, we'd ask for any offset. But my client
23 insists she's given him everything.

24 THE JUDGE: Well that's your, that's your
25 defense.

ALDRICH, NELSON, WEIGHT & ESPLIN

ATTORNEYS AT LAW

Gary H. Weight, P.C.
Michael D. Esplin
Thomas R. Patton
Michelle N. Wilson, P.C.
Margaret P. Lindsay, P.C.
Patrick V. Lindsay
Troy L. Crossley
Jeri L. Allphin
Laura H. Cabanilla

43 East 200 North
P.O. Box L
Provo, UT 84603-0200
Telephone (801) 373-4912
Fax (801) 373-4964

V. Pershing Nelson
(1918-1980)

Clair M. Aldrich
(1913-1986)

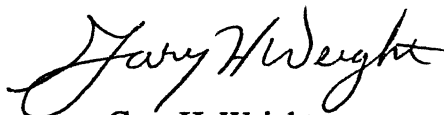
March 13, 2001

Gilbert Freedman
P.O. Box 250
Lehi, Utah 84043

Dear Gilbert:

Enclosed you will find a copy of a document I received from Clayne Corey, attorney for Laurie Barnett. I send this to you for your information. If you have any questions, let me know.

Sincerely,
ALDRICH, NELSON, WEIGHT & ESPLIN



Gary H. Weight
Attorney at Law

GHW/kh

COPY

Clayne I. Corey (A5847)
COREY & ASSOCIATES
Creekview Plaza
948 East 7145 South, Suite C-103
Salt Lake City, Utah 84047-1714
Telephone: (801) 255-2552
Facsimile: (801) 255-9566
Attorneys for Petitioner

**IN THE FOURTH JUDICIAL DISTRICT COURT, PROVO DEPT.
IN AND FOR UTAH COUNTY, STATE OF UTAH**

LAURIE BARNETT,

Petitioner,

vs.

GILBERT FREEDMAN,

Respondent.

**VERIFIED OBJECTION TO
MOTION TO COMPEL
DISCOVERY AND REQUEST
FOR SANCTIONS**

Case No. 000401790

Judge Steven L. Hansen

COMES NOW the Plaintiff, by and through her attorney, Clayne I. Corey, and objects to Respondent's requests for discovery and Motion to Compel Discovery. Indeed, Respondent is seeking discovery related to Civil No. 954400884 DA, which was closed and sealed on August 20, 1997. Moreover, on or about June 9, 1997, the parties signed and executed a Settlement Agreement in this case, the original was filed with the Court.

Further, Petitioner asserts that the Respondent is bent on continuing this litigation for no valid purpose, except to force the Petitioner to incur unnecessary legal fees. This is a blatant case

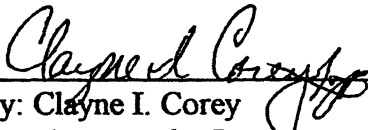
of malicious prosecution and the misuse of the judicial system.

WHEREFORE, Petitioner seeks the following sanctions:

1. Respondent's pleadings be stricken;
2. Respondent be ordered to pay Petitioner's attorney fees and costs incurred in responding to Respondent's requests and motions;
3. For such other relief as the Court shall deem just and equitable.

DATED this 26th day of February, 2001.

COREY & ASSOCIATES


By: Clayne I. Corey
Attorney for Petitioner

COPY

ALDRICH, NELSON, WEIGHT & ESPLIN

ATTORNEYS AT LAW

Gary H. Weight, P.C.
Michael D. Esplin, P.C.
Thomas R. Patton
Michelle N. Wilson, P.C.
Margaret P. Lindsay, P.C.
Patrick V. Lindsay
Troy L. Crossley
Jeri L. Alphin
Laura H. Cabanilla

43 East 200 North
P.O. Box L
Provo, UT 84603-0200
Telephone (801) 373-4912
Fax (801) 373-4964

V. Pershing Nelson
(1918-1980)

Clair M. Aldrich
(1913-1986)

October 3, 2000

Randall D. Lund
Attorney at Law
948 East 7145 South, #C-103
Salt Lake City, Utah 84107

COPY

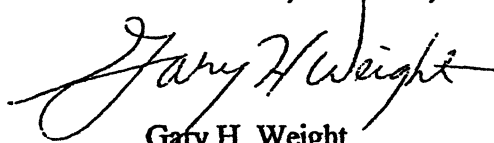
Re: Barnett v. Freedman

Dear Mr. Lund:

I wrote to you on September 1, 2000 requesting that you comply with my discovery requests. I have not heard from you. I am willing to discuss this matter with you and to discover what may be causing the delay. I prefer to do this rather than a motion to compel. However, my client is pressing me and I will need to file a motion to compel within the next couple of weeks if I have not heard from you.

Very truly yours,

ALDRICH, NELSON, WEIGHT & ESPLIN



Gary H. Weight
Attorney at Law

GHW/abm

GARY H. WEIGHT (#3415)
ALDRICH, NELSON, WEIGHT & ESPLIN
Attorneys for Defendant
43 East 200 North
P. O. Box "L"
Provo, UT 84603
Telephone: 373-4912

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH
MUNICIPAL DIVISION - AMERICAN FORK DEPARTMENT

LAURIE BARNETT,	:	
	:	
Plaintiff,	:	DEFENDANT'S REQUEST FOR
	:	PRODUCTION OF DOCUMENTS
vs.	:	
	:	
GILBERT FREEDMAN,	:	Case No. 990101236 EV
	:	Judge: Howard H. Maetani
Defendant.	:	

COMES NOW the Defendant by and through counsel, Gary H. Weight, and submits herewith the following Request for Production of Documents to be answered by the Plaintiff pursuant to Rule 33 of the Utah Rules of Civil Procedure under oath and within 30 days of service hereof. These Request for Production of Documents are to be deemed continuing so as to require a supplementation of response to the full extent specified in Rule 26(e) of the Utah Rules of Civil Procedure.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1: Please produce all checkbooks, checkbook registers and checking

BRIAN C. HARRISON, P.C.
Brian C. Harrison (#1388)
Attorney for Defendant
3651 North 100 East, Suite 300
Provo, Utah 84604
Telephone: (801) 375-7700

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH

LAURIE BARNETT,)	
)	
Plaintiff,	)	ORDER
)	
-vs-)	
)	
GILBERT FREEDMAN,)	
)	
Defendant.	)	Civil No. OLD 000401790,
	)	990101236, 994401574
	)	NEW: 990402668
	)	JUDGE HANSEN

This matter having come on regularly for hearing on June 21, 2001, Plaintiff being present and represented by her attorney, Clayne Corey, and the Defendant being present and represented by his attorney, Brian C. Harrison, and the Court having considered the stipulation of the parties and being fully advised therein;

IT IS HEREBY ORDERED:

1. For purposes of these proceedings, the cases known as Civil Nos. 000401790, 990101236, and 99440157⁹~~8~~ are hereby consolidated into Civil No. 990402668.

2. Plaintiff is ordered to file her response to Defendant's Request for Production of Documents dated April 5, 2000, and dated April 25, 2000, within thirty (30) days of June 21, 2001.

3. The issue of attorney's fees is reserved for further hearing.

DATED this ____ day of _____, 2001.

BY THE COURT:

DISTRICT COURT JUDGE

MAILING CERTIFICATE

I HEREBY CERTIFY that I personally mailed a true and correct copy of the foregoing on this 13th day of July, 2001, by first-class U.S. mail, postage prepaid, to the following:

Clayne Corey
948 East 7145 South, Suit C-103
Salt Lake City, Utah 84047-1714

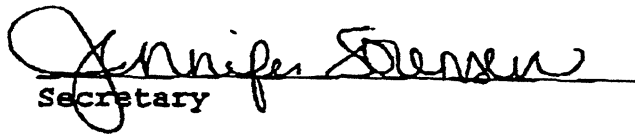

Secretary

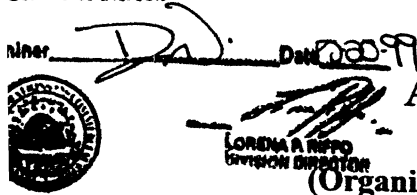
EXHIBIT “W”

EXHIBIT “X”

EXHIBIT “Y”

by certify that the foregoing has been filed
approved on the 28 day of Nov 1999
he office of this Division and hereby issue
Certificate thereof.

LC#034499



ARTICLES OF ORGANIZATION

Limited Liability Company

(Organized under Utah Code Annotated §§48-2b-101 to 48-2b-158)



Executed by the undersigned for the purpose of forming a Utah Limited Liability Company under the Utah Limited Liability Company Act, Title 48, Chapter 2b of the Utah Code Annotated, 1953, as amended:

ARTICLE 1. The name of the limited liability company is:

Corey & Lund LC

ARTICLE 2. The period of duration for the limited liability company is from:

The date organized within the State of Utah through December 31, 2055, unless otherwise dissolved beforehand, statutorily or by the agreement of the members.

ARTICLE 3. The limited liability company is organized for the following purpose(s):

- a. **To provide a variety of legal services as a law firm.**
- b. **To render any and all other services ancillary to the purposes stated herein for the prudent operations of the limited liability company.**

ARTICLE 4. The street address of the registered office is:

**Creekview Plaza
948 East 7145 South, Suite C-103
Salt Lake City, Utah 84047-1787**

ARTICLE 5. The name of the initial registered agent at the above registered office is:

Clayne I. Corey

This limited liability company recognizes that the Director of the Utah Division of Corporations is appointed the agent of the limited liability company for

05-20-99P02:29 RCVD

9140000103

EXHIBIT “Z”

Leslie Van Frank (Bar No. 4913)
COHNE, RAPPAPORT & SEGAL
525 East First South, Fifth Floor
Post Office Box 11008
Salt Lake City, Utah 84147-0008
Telephone: (801) 532-2666
Attorney for Defendant Gil Freedman

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

STARR BRAND, INC.)	
	)	MEMORANDUM IN SUPPORT OF
Plaintiff,	)	MOTION TO QUASH
	)	WRIT OF EXECUTION AND TO
vs.	)	SET ASIDE DEFAULT JUDGMENT
)	
STARFIRE INDUSTRIES, INC.,)	
dba MARINE WHOLESALERS, UNITED	)	Civil Number: 920905473CV
MARINE & SPORTS, INC.,)	
GIL FREEDMAN AND COIL FREEDMAN,	)	Judge Frank G. Noel
)	
Defendant.)	

Defendant, Gil Freedman, by and through his undersigned counsel, hereby files the following Memorandum in support of his Motion to Quash Writ of Execution and to Set Aside Default Judgment.

STATEMENT OF FACTS

1. On or about October 1, 1992, the plaintiff filed the within complaint.
2. In its complaint, plaintiff claimed that three (3) corporate defendants procured and purchased goods and services from plaintiff on open account, and failed to make

EXHIBIT “A” – |

EXHIBIT “B” – 2

EXHIBIT “C”-3

CLARK COUNTY SHERIFF
OFFENSE REPORT

PRINTED: 05/17

CLASSIFICATION: CIVIL
SUB CLASS:

INCID NO: 0380809

ADDRESS OF OCCUR: 8895 BULL RIVER RD CITY: 01 RM/APT:
DIST: N BEAT: 11 GRID: 0300 SHIFT: 2

DATE REPORTED: 05/16/99 TIME REPORTED: 1111
DATE OCCURRED: 05/16/99 TIME OCCURRED: 1111

DAMAGED PROP AMT: STOLEN PROP AMT: PREMISE:

COMPL/BUSN: DOB: SEX: RACE:
ADDR: CTY: ST: ZIP:

REPORTING DEPUTY: BUFTON, SHAUN INITIAL INVESTG UNIT: PATROL

COMMENTS: 1074 X HUSBAND HAS CHANGED ALL LOCKS/LOCKED OTHER DOORS SUSP
LIVES IN THE DOWNSTAIR

INCIDENT NAMES

REEDMAN, GILL SUSP DOB: 12/23/26 SEX: M RACE: W
DDR: 8895 W BULLRIVER RD CTY: 01 ST: UT ZIP: 84004
D NO: MISC ID: SELF RES PHONE: 768-1943
USN/SCHOOL: BUSN PHONE:

ARNETT, LAURIE RPTG DOB: 06/05/54 SEX: F RACE: W
DDR: 8895 W BULLRIVER RD CTY: 01 ST: UT ZIP: 84004
D NO: MISC ID: SELF RES PHONE:
USN/SCHOOL: BUSN PHONE:

OFFENSE NARRATIVE

INCID NO: 0380809

SYNOPSIS:

=====

WAS DISPATCHED TO A REPORT OF A ARGUMENT BETWEEN LARIE AND HER EX-
HUSBAND GIL.

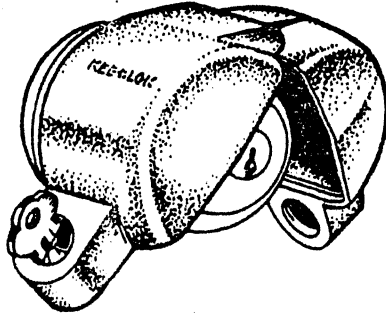
RIVAL:

=====

SPOKE TO LARIE, SHE SAID THAT HER AND GIL WERE DIVORCED BUT SHE WAS
LETTING HIM LIVE IN THE BASEMENT OF HER HOUSE. SHE SAID HE WAS PAYING RENT
TO HER BUT HAD NO WRITTEN CONTRACT. SHE SAID SHE HAD BEEN AWAY ON BUSINESS

Copy to Laurie
Barnett 7-28-99

Mail 17 399
Copy to Neil Prazmo
6-9-99



KEE-BLOK^{T.M.}

MODEL A100

**"BLOCKS ALL EXISTING KEYS TO
A KNOBLOCK IN SECONDS!"**

■ Also fits over padlocks to block out existing keys ■ A must for all travelers ■ Fits 90% of all knoblocks ■ Prevents entry of any existing keys ■ Portable, light and strong ■ Fits in the palm of your hand ■ Added protection . . . A new lock in just seconds ■ High strength aluminum alloy ■ Available "Keyed Alike" and "Keyed Different" ■ Standard finish is in Silver Powdercoat with optional finishes in Red, Yellow, Green and Blue Powdercoats ■ 25 different keyed alike and 100 keyed different changes available in replacement cylinders ■ **A must for: Motels, Hotels, Offices, Schools, Colleges, Government Buildings, Stores, Homes, etc.**

KEE-BLOK^{T.M.}

MODEL LA100

**"BLOCKS ALL EXISTING KEYS TO A
LEVER HANDLE LOCK IN SECONDS!"**

■ Fits: Schlage Rhodes, Schlage Oly, Arrow Sigma, Sargent 10 Line Series, Falcon DG, Lockwood Lever, U.S. Lock, Cal Royal Apollo, LSD Levers, S. Parker Hardware, Sargent 6500 Series Lever and many other models ■ Fits most lever handle locks ■ Prevents entry of any existing keys ■ Portable, light and strong ■ Added protection . . . a new lock in just seconds ■ Available "Keyed Alike" and "Keyed Different" ■ Other specifications same as KEE-BLOK Model A100.

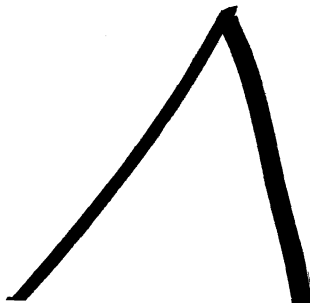
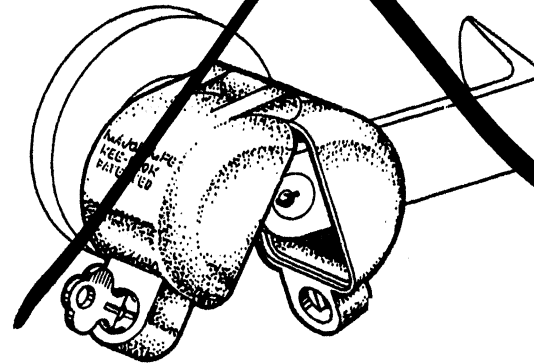
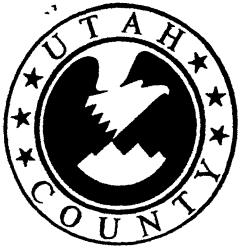


EXHIBIT "D"-30



OFFICE OF
Utah County Attorney

Kay Bryson, County Attorney
E. Kent Sundberg, Civil Division Chief
Sherry Ragan, Criminal Division Chief
Jeff Robinson, Chief Investigator

Civil Division
E. Kent Sundberg
David H. Shawcroft
Kent O. Willis

M. Cort Griffin
Chris Yannelli
Paul D. Wake
Robert J. Moore

100 East Center Street Suite 2400
Provo, Utah 84606
Phone (801) 851-8001
Fax (801) 370-8009

November 25, 2003

Gil Freedman
PO Box 250
Lehi, UT 84043

Re: GRAMA Request for Records

Dear Mr. Freedman:

This letter is provided in response to your request for Utah County Attorney's records regarding Laurie Barnett. The Criminal Division of the Utah County Attorney's office did receive the Utah County Sheriff's Office case no. 417386 for screening for criminal charges. John Allan was the Deputy Utah County Attorney who reviewed the case. After review of the case, this office declined to prosecute as the statute of limitations had run.

If you should have any further questions or concerns regarding this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Chris Yannelli". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Chris Yannelli
Deputy Utah County Attorney

CY:tae

EXHIBIT “E”-4

91300

3.37 cti

Usa. / K,

excellent cut

27,000⁰⁰ Relat

EXHIBIT “F” – 5

NOTICE OF EXECUTION, EXEMPTIONS AND RIGHT TO HEARING

IMPORTANT: YOUR PROPERTY MAY BE TAKEN TO PAY A CREDITOR.
PLEASE READ THIS CAREFULLY.

The attached Writ has been issued on request of a judgment creditor (the Plaintiff) who sued you and got a judgment against you. This means that land or personal property owned by you may be taken by the Plaintiff to pay the judgment against you.

The law provides that certain property cannot be taken to pay judgments. Such property is said to be exempt. The following is a partial list of funds that are exempt.

1. A homestead up to the amount allowed by law (see Utah Code Ann. § 78-23-4, regarding the proper procedure to declare and file a homestead)
2. A motor vehicle used in trade or business up to the amount allowed by law
3. Tools of the trade up to the amount allowed by law
4. Social Security Benefits
5. Supplemental Security Income Benefits (SSI)
6. Veterans' Benefits'
7. Unemployment Benefits
8. Workers' Compensation Benefits
9. Public Assistance (Welfare)
10. Alimony or Child Support
11. Certain Pensions
12. Part of your wages or other earnings from personal services.
13. Certain furnishings and appliances
14. Certain musical instruments
15. Certain heirlooms

This is a partial list and various other property exemptions may be available under federal law or the Utah Exemption Statute. You may want to review the Utah Exemption Statute (Section 78-23-4 of Utah Code Ann.) for other possible exemptions.

There is no exemption solely because you are having difficulty paying your debts.

The above exemptions may not apply to judgments for alimony and child support.

If there is a co-owner of the property taken, you or the co-owner should request a hearing.

IF THE PROPERTY DOES NOT BELONG TO YOU, OR IF YOU ARE AWARE OF OTHER REASONS WHY THIS PROPERTY SHOULD NOT BE TAKEN, YOU OR THE OWNER OF THE PROPERTY MAY WANT TO CONSULT AN ATTORNEY.

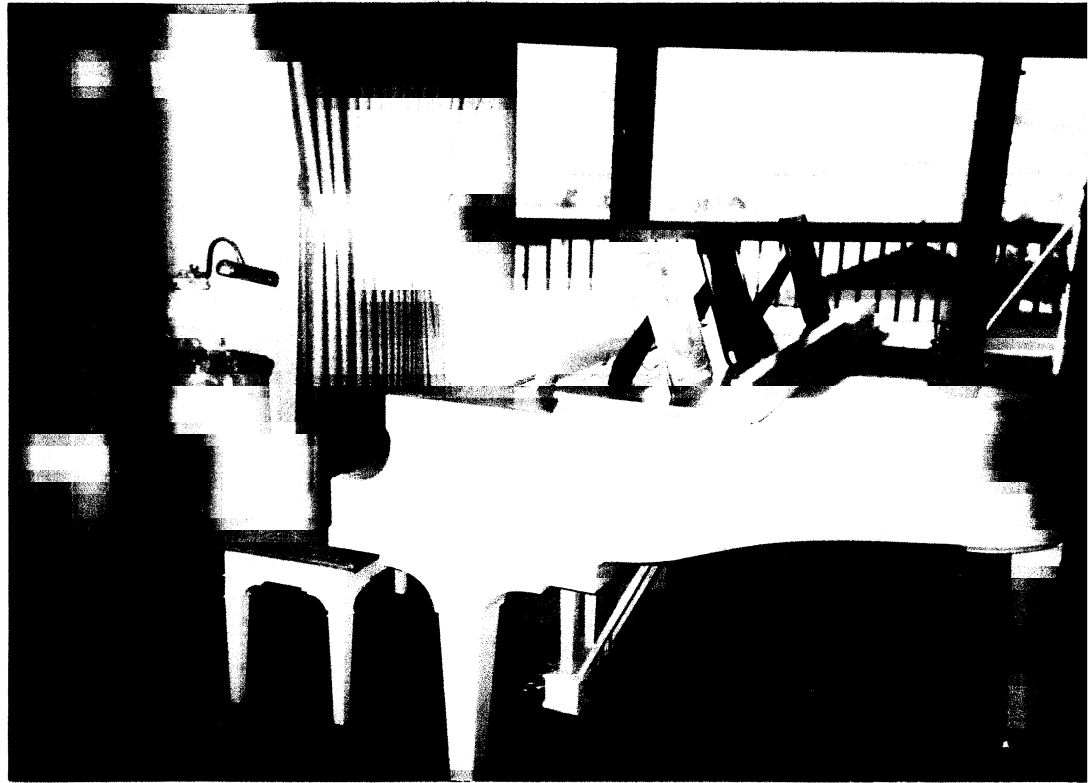


EXHIBIT “G” –6



ALPINE LOCK & SAFE

420 West Main
AMERICAN FORK, UTAH 84003
A.F. 756-8100 Orem 226-2500
Sp.F. 794-2552 Provo 373-1133

Austin CP

NAME Laurie L Barnett DATE 7-30-99

ADDRESS Lehi

RES. PHONE

BUS. PHONE

QTY.	DESCRIPTION	PRICE	AMOUNT
21	Re Keys	8.00	168.00
2	master padlock Rekey	8.00	16.00
2	Keys	1.10	2.20
pd check #3111			

CUSTOMER'S NATURE <input checked="" type="checkbox"/>		TOTAL MATERIALS	
AUTHORIZATION FOR SECURITY/EMERGENCY SERVICES I hereby certify that I have the authority to order the lock, key or security work designated above. Further, I agree to absolve the locksmith who bears this authorization from any and all claims arising from the performance of such work.		TOTAL LABOR	
NATURE		<input checked="" type="checkbox"/> SERVICE CHG. <input type="checkbox"/> TRIP CHG.	25.00
DATE		SUBTOTAL	
ADDRESS		TAX	
IF AUTO	MAKE	LICENSE/SERIAL NUMBER	TOTAL 212.20

PRODUCT 819

8120

To Reorder Call

WORK ORDER
INVOICE



ALPINE LOCK & SAFE

420 West Main
AMERICAN FORK, UTAH 84003
A.F. 756-8100 Orem 226-2500
Sp.F. 794-2552 Provo 373-1133

LP

NAME <u>Laurie Barnett</u>		DATE <u>7-29-99</u>	
ADDRESS <u>8895 Bull river rd.</u>		RES. PHONE	
BUS. PHONE		BUS. PHONE	
QTY.	DESCRIPTION	PRICE	AMOUNT
4	Keys	1. 10	4. 40
4	Rekeys	8. -	32. -
2	Key to lock	8. -	16. -
paid check #3109			
OWNER'S SIGNATURE <u>L. Barnett</u>		TOTAL MATERIALS	
AUTHORIZATION FOR SECURITY/EMERGENCY SERVICES I hereby certify that I have the authority to order the lock, key or security work stated above. Further, I agree to absolve the locksmith who bears this authorization from any and all claims arising from the performance of such work.		TOTAL LABOR	
DATE		<input checked="" type="checkbox"/> SERVICE CHG. <input type="checkbox"/> TRIP CHG.	25. -
SUBTOTAL		77. 40	
TAX			
TOTAL		77. 40	
IF AUTO MAKE LICENSE/SERIAL NUMBER			

PRODUCT 619

9250

**WORK ORDER
INVOICE**

EXHIBIT “H” – 7

Deseret News, Wednesday, June 27, 2001

Volunteer drivers fill a critical need

By Jennifer Dobner

Deseret News staff writer

Twice a week, Warner Woolfenden packs a small black tote bag with a CD player, headphones and a sandwich. Then he waits for Gil Freedman's green station wagon to pull up outside the front door.

Freedman, a retired manufacturing company manager, arrives promptly at 11. He totes the bag, while Woolfenden maneuvers his walker. Once settled in the car, the pair is off to the medical office where 63-year-old Woolfenden gets dialysis treatments.

At another time in life, the two men might never have met. But through the Salt Lake County Aging Services senior transportation program they've become fast friends, chatting door to door about everything from careers past to women, Woolfenden said.

A volunteer driver since December, Freedman has been swinging by for Woolfenden on Tuesdays and Thursdays for the past three months.

"I enjoy picking him up. I actually look forward to it," Freedman said. "We have good talks."

Last year the program provided 40,200 rides to about 2,000 senior clients, program manager Pam Roberts said. Volunteer drivers were at the wheel about 10 percent of the time, taking clients to the grocery store, doctor visits, or in some cases, to nursing homes to visit a friend or a spouse.

For Woolfenden, who suffered renal failure last summer and has been without a driver's license for about seven years, it is a life-and-death proposition. Without dialysis, "the alternative isn't very good."

"I can't miss those appointments, and they are very dependable," said Woolfenden, whose wife is still working full time and is unavailable during the day to chauffeur her husband. "I could probably call on my kids, but I wouldn't want it to be a hardship on them. They have jobs and kids of their own."

Although the program does have a paid driving staff of 13, volunteers like Freedman are critical to operations, Roberts said. In 1996, when volunteers were used for the first time, the volume of rides increased by 2,000. Roberts estimates the per-person value of a volunteer is



Warner Woolfenden, foreground, enjoys his association with volunteer driver Gil Freedman.

Paul Barker, Deseret News

EXHIBIT “I”- 8

UTAH COUNTY SHERIFF
OFFENSE REPORT
PRINTED: 09/29/99

CLASSIFICATION: HARRASSMEN INCID NO: 0391983
UB CLASS:

ADDRESS OF OCCUR: 8895 W. BULL RIVER RD CITY: 01 RM/APT:
DIST: N BEAT: 11 GRID: 0300 SHIFT: 2

DATE REPORTED: 07/31/99 TIME REPORTED: 1024
DATE OCCURRED: 07/31/99 TIME OCCURRED: 1024

DAMAGED PROP AMT: STOLEN PROP AMT: PREMISE:

COMPL/BUSN: BARNETT, LAURIE DOB: 06/05/54 SEX: F RACE: W
ADDR: 8895 W. BULL RIVER ROAD CTY: LEHI ST: UT ZIP: 84043

REPORTING DEPUTY: BINGHAM, JAMES INITIAL INVESTG UNIT: PATROL

COMMENTS: EX HUSBAND KEEPS DRIVING BY RES/TORQ BLU STATION WAGON/HAS
PROTECTIVE ORDER/LS 6 MIN AGO LSH E ON BULL RIVER/TURNED R ON 1200 W

ARRESTED PERSONS

NAME: FREEDMAN, GILBERT ARREST DATE: 09/29/99 INCID NO: 0391983-0
AKA:
DOB: 12/23/26 SEX: M RACE: W HEIGHT: 511 WEIGHT: 190 HAIR: BRN EYES: BRN
S/M/T: BUS PH: UNK RES PH: 8017661481
ADDR: 8895 WEST BULLRIVER RD CTY: LEHI ST: UT ZIP: 84043
ID NO: MISC ID:
FPC:

ARRESTING DEPUTY: ADAMS, GARY

CHARGE DISPOSITION
76-5-108

COMMENTS: VIOLATION OF PROTECTIVE ORDER

INCIDENT NAMES

BARNETT, LAURIE COMP DOB: 06/05/54 SEX: F RACE: W
ADDR: 8895 W. BULL RIVER ROAD CTY: LEHI ST: UT ZIP: 84043
ID NO: 0000003957 MISC ID: RES PHONE: 766-1481
BUSN/SCHOOL: BUSN PHONE:

DEMILOVA - U.N.
 Did you know... Bermuda has no
 billboards, no neon, no heavy industry,
 and no illiteracy.

28 WEDNESDAY

8	
9	
10	
11	
12	
LUNCH	
1	
2	
3	
4	
5	
6	
7	

29 THURSDAY

8	
9	
10	
11	
12	
LUNCH	
1	
2	
3	
4	
5	
6	
7	

30 FRIDAY

8	
9	
10	
11	
12	
LUNCH	
1	
2	
3	
4	
5	
6	
7	

31 SATURDAY

8	
9	
10	
11	
12	
LUNCH	
1	
2	
3	
4	
5	
6	
7	

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July
 August 1999

UTAH COUNTY SHERIFF
OFFENSE REPORT

PRINTED: 11/12,

CLASSIFICATION: HARRASSMEN
SUB CLASS:
INCID NO: 0391983

ADDRESS OF OCCUR: 8895 W. BULL RIVER RD CITY: 01 RM/APT:
DIST: N BEAT: 11 GRID: 0300 SHIFT: 2

DATE REPORTED: 07/31/99 TIME REPORTED: 1024
DATE OCCURRED: 07/31/99 TIME OCCURRED: 1024

DAMAGED PROP AMT: STOLEN PROP AMT: PREMISE:

COMPL/BUSN: BARNETT, LAURIE DOB: 06/05/54 SEX: F RACE: W
ADDR: 8895 W. BULL RIVER ROAD CTY: LEHI ST: UT ZIP: 84043

REPORTING DEPUTY: BINGHAM, JAMES INITIAL INVESTG UNIT: PATROL

COMMENTS: EX HUSBAND KEEPS DRIVING BY RES/TORQ BLU STATION WAGON/HAS
PROTECTIVE ORDER/LS 6 MIN AGO LSH E ON BULL RIVER/TURNED R ON 1200

ARRESTED PERSONS

NAME: FREEDMAN, GILBERT ARREST DATE: 09/29/99 INCID NO: 0391983-1
AKA:
DOB: 12/23/26 SEX: M RACE: W HEIGHT: 511 WEIGHT: 190 HAIR: BRN EYES: BRN
S/M/T: BUS PH: UNK RES PH: 8015689772
ADDR: 1528 WEST DUFFY'S LANE CTY: WEST JORDON ST: UT ZIP: 84084
ID NO: MISC ID:
FPC:

ARRESTING DEPUTY: ADAMS, GARY

CHARGE DISPOSITION
6-5-108

COMMENTS: VIOLATION OF PROTECTIVE ORDER

INCIDENT NAMES

ARNETT, LAURIE COMP DOB: 06/05/54 SEX: F RACE: W
DDR: 8895 W. BULL RIVER ROAD CTY: LEHI ST: UT ZIP: 84043
D NO: 0000003957 MISC ID: RES PHONE: 766-1481
USN/SCHOOL: BUSN PHONE:

EXHIBIT “J” - 9

Honeywell Inc.
2401 S 1070 W
Salt Lake City UT 84119

January 22, 2004

Mr. Freedman,

During your recent visit to my office, you showed me parts of an offense narrative from incident #0391983 that specifically addressed an incident that occurred on 8/02/1999. Under the heading of Further Information it is stated that on this date, Laurie Barnett spoke with the author of the report and stated that while she was on the phone with Honeywell CAM (Customer Account Manager), Annette Bell, Annette informed her that Gil (you) was on the other line attempting to gain security code information regarding the installed alarm system at her residence.

First of all it is Honeywell Policy to give out account information to only those listed in our records and only for the authority level allowed in those records. Secondly, Annette's work station was equipped with a telephone set that is only capable of receiving one phone call at a time so it would not have been possible to have the scenario as described above to have happened in that manner.

If I can be of any further assistance please contact me at 801-978-7142.

Sincerely,



William LaRochelle

District General Manager
Honeywell Security Monitoring
Salt Lake City District.

FREEDMAN, GIL		SUSP	DOB: 12/23/26	SEX: M	RACE: W	INCID NO: 0391983-0
ADDR: UNKNOWN			CTY: 08	ST: UT	ZIP: 84043	
ID NO: 0000003956	MISC ID:			RES PHONE: 768-1943		
BUSN/SCHOOL:				BUSN PHONE:		

PROPERTY

SEIZED	STATUS: EVIDENCE	BIN/TAG NO: SEC 23	INCID NO: 0391983-0
TYPE ARTICLE: RECORDINGS	BRAND:	BIN 8	
SERIAL NO:		MODEL:	
DATE REPORTED: 10/01/99		OWNER APPLIED NO:	
RECOVERED/RECEIVED: 10/01/99		PROPERTY VALUE:	
COMMENTS: VIDEO AND CASSTTE TAPE OF INTERVIEW WITH GILBERT FREEDMAN		RECOVERED VALUE:	

OFFENSE NARRATIVE

INCID NO: 0391983

ARRATIVE:

I spoke to LAURIE BARNETT about her ex-husband GIL FREEDMAN. She told me that he has been driving past her home on BULL RIVER ROAD and violating protective order that she has in force. She told me also that he has threatened to kill her in the past and that she is afraid to go outside her home.

LAURIE gave me a phone number in LEHI to contact GIL, 768-1943, at but have been unable to make contact with him as of yet to speak to him about the situation.

FURTHER INFO:

On 08-02-99 I recieved another call from LAURIE. She told me that she believed that GIL had been in the house going through things and that she had called HONEYWELL SECURITY to reactivate the alarm system that had been used in the past.

As she was on the phone with ANNETTE BELL from the alarm company ANNETTE told her that GIL was on another line attempting to get information to the security code to the system. ANNETTE assured her that GIL would not be given any information.

CONCLUSION:

CASE REFERRED TO DETECTIVES FOR FOLLOWUP.

END REPORT

SUPPLEMENT NARRATIVE

INCID NO: 0391983

REPORTING DEPUTY: ADAMS, GARY
SUPERVISOR: MONSON, JERRY

DATE WRITTEN: 09/29/99

Supplement report by Detective Gary Adams:

Synopsis:

Report of a violation of a protective order by Gilbert Freedman. Ex-wife, Laurie Barnett reported Gilbert had been driving by her residence and harrassing her, in direct violation of a protective order.

Initial report:

Deputy James Bingham took a report from Laurie Barnett concerning a violation of a protective order. Laurie told Deputy Bingham her ex-husband Gilbert Freedman was harrassing her by driving by her residence on Bull River Road 07/31/99. She provided Deputy Bingham with a copy of the Ex parte protective order.

Statement by Laurie Barnett:

On 08/26/99 I talked with Laurie on the phone. She said she was concerned for her safety. That Gilbert has threatened her several times. She said she had to move from her house on Bull River Road because Gilbert continued to harass her by driving by. She said she observed Gilbert drive by her residence on Bull River Road on 07/31/99. She said she thinks that he has even broke into the home because she has returned home from work and discovered someone had gone through things in her home. Laurie said she re-activated her alarm system and had received a call from the alarm company advising her that Gilbert had called them and wanted to know the security code to the alarm system. She also said Gilbert called her cellular phone company and her bank and put in a change of address so her cellular bill and bank statements would come to his address. She said Gilbert has called and left messages on her voice mail wanting them to get back together.

Service of Protective Order:

checked with our civil division who is responsible to serve the protective orders. They have record that the protective order was served on 7/29/99.

Conclusion:

have investigated this incident. There is probable cause to believe Gilbert Freedman violated the protective order by driving by Laurie Barnett's residence at 8895 West Bull River Road, Lehi Utah. He also violated the protective order by harassing, telephoning and attempting to interfere with her cellular phone service and her banking account by changing the address on the accounts.

KAY BRYSON, #0473
UTAH COUNTY ATTORNEY
100 East Center Street, Suite 2100
Provo, Utah 84606
Telephone: (801) 370-8026

FOURTH JUDICIAL DISTRICT COURT, PROVO UTAH.

UTAH COUNTY, STATE OF UTAH

STATE OF UTAH	)	PROBABLE CAUSE AFFIDAVIT
Plaintiff	)	IN SUPPORT OF, AND MOTION
vs	)	FOR AN ARREST WARRANT
)	
Gilbert Freedman	)	Criminal No. _____
Defendant)	
)	
STATE OF UTAH)	
	:	ss.
COUNTY OF UTAH)	

I, Gary W. Adams, being first duly sworn upon oath, deposes and states as follows:

1. That your affiant is a **PEACE OFFICER** employed by the **UTAH COUNTY SHERIFF'S DEPARTMENT** as a **Detective**. Your affiant has been a **PEACE OFFICER** with the **SHERIFF'S DEPARTMENT** for 10 years.

2. As a **Detective** a wide variety of criminal cases have been reported and investigated by your affiant.

3. On 07/31/99 Laurie Barnett reported to the Utah County Sheriff's Office that she has been harassed by her ex-husband Gilbert Freedman.

4. On 07/28/99 an Ex Parte Protective Order was issued on behalf of Laurie Barnett out Fourth Judicial District Court. Gilbert Freedman was served this Protective Order on 07/29/99.

5. On 07/31/99 Gilbert Freedman violated this Protective order by driving by Laurie Barnett's residence at 8895 West Bull River Road, Lehi Utah. Gilbert Freedman has also violated provisions of the Protective Order by attempting to interfere with Laurie Barnett's bank account and cellular phone account by attempting to change the address on the accounts to his own address. Gilbert Freedman has also attempted to gain the access security codes to the alarm system at Laurie Barnett's residence. Gilbert Freedman has also violated the Protective Order by making contact with Laurie Barnett by telephone.

6. Your affiant has attempted to locate Gilbert Freedman by checking for a new phone listing, contacting his previous employer and checking for any information on the Internet on a new address for Gilbert Freedman. All attempts have resulted in your affiant not being able to locate Gilbert Freedman.

7. Considering Probable and Reasonable cause exists to show Gilbert Freedman committed the crime of violating a Protective Order and considering Gilbert Freedman's whereabouts are unknown a warrant is hereby requested by your affiant to be issued.

Dated this ___ day of September, 1999

A F F I A N T

SUBSCRIBED and SWORN to before me this ___ day of September, 1999.

J U D G E

EXHIBIT “K” - 10

each key (including additional or replacement keys in 7.2) that is returned to the post office where the box was issued.

Additional Key Fee
7.2 [1-7-01] A box customer may obtain additional or replacement keys by submitting Form 1094 and paying the refundable key deposit (see 7.1) and the key fee in R900. The fee for additional or replacement keys is not refundable. Worn or broken keys are replaced without charge when returned to the post office where the box is located.

Restrictions
7.3 A customer using a post office box may not obtain or use keys other than those issued by the USPS.

Lock Replacement
7.4 [1-7-01] The primary box customer (box applicant) may request that the post office box lock be changed. To change the lock, the customer must first pay the applicable lock fee in R900. Lock fees are charged for replacing keyed locks and combination locks and for re-setting combination locks. Lock fees are not refundable. Customers may turn in post office box keys for the old lock and get a refund of the key deposit. Two keys are provided with the new lock, with a refundable deposit for each key charged under 7.1. Customers may obtain additional keys for the new lock under 7.2.

8.0 SERVICE REFUSAL OR TERMINATION

Refusal
8.1 A postmaster may refuse to approve post office box service if: the applicant submits a falsified or incomplete application for box service; within the 2 years immediately before submitting the application, the applicant physically abused a box or violated a standard on the care or use of a box; or there is substantial reason to believe that the box is to be used for activities as described in 3.6 or 3.7.

Termination
8.2 A postmaster may terminate post office box service, including that of a customer paying a Group E fee, if the box customer or its representative falsifies the application for the box; physically abuses the box; refuses to update information on the box application; violates any standard on the care or use of the box; conducts himself or herself in a violent, threatening, or otherwise abusive manner on postal premises; or uses it for any unlawful activity as described in 3.6. The customer is notified of the postmaster's determination to refuse or terminate service and of the appeal procedures for that determination.

Customer Appeal
8.3 The applicant or box customer may file a petition appealing the postmaster's determination to refuse or terminate service within 20 calendar days after notice, as specified in the postmaster's determination and 39 CFR 958. The filing of a petition prevents the postmaster's determination from taking effect and transfers the case to the USPS Judicial Officer. The Administrative Law Judge's or the Judicial Officer's decision under 39 CFR 958 constitutes the final USPS decision.

Surrendered Box
8.4 A post office box is deemed surrendered if the box customer submits a permanent change-of-address order, refuses or fails to pay the appropriate fees by the due date, or submits a written notice to discontinue service. A box is not considered surrendered if the box customer dies or disappears before the end of the period for which the box is issued, the box customer submits a temporary change-of-address order, or any person other than the box customer submits a change-of-address order for mail going to the box.

EXHIBIT “L” ~ ||

EXHIBIT “M”- 12

April 12, 2000

FILED 4/12/00
Fourth Judicial District Court
of Utah County, State of Utah
CARMA B. SMITH, Clerk
vjm Deputy

Honorable Judge Fred D. Howard
Fourth Judicial District Court
125 North 100 West
Provo, UT 84606

Regarding Case Number 990402668

Laurie L. Barnett vs. Gilbert Freedman

I am writing to you in regards to the enclosed restraining order. I hope you can take a few moments out of your busy day to look at the letter and enclosures in this package.

I would like to inform you that Laurie F. Barnett perpetrated a hoax on the court by using the legal system to confiscate all of my belongings, my share of our million dollar house, vehicles, files, albums and one half of \$68,000 in cash from the sale of a lot we owned together.

I was NOT living in our house on a month to month lease. We had an agreement that:

- I would live in the house until it was sold.
- Pay for half of the expenses. This included repairs and house payments. I would also do the labor if I was capable for that particular job.
- We would interview real estate brokers together and chose one. Because of the size of the house and the price it takes a broker who has clientele who's looking for a house of this type.
- We would split the proceeds from the sale of the house and also the lot in Highland, Utah.

Note: See enclosed affidavits from Jaline Zoan and Catherine Phelps.

Not only did I lose all my belongings, I lost my reputation. I now carry the stigma of being a woman abuser. At the age of 73, I have to continue to work because Laurie Barnett took all my money and belongings. I can't get a better job because I have to reveal to the prospective employer that I have a restraining order against me.

I can't enter into a relationship with another woman because I'd have to be honest and tell her that there is a restraining order saying that I am a violent person and that I hurt women

I have never hit, pushed, kicked, nor twisted arms on Laurie Barnett or any other woman in my life. I came from a caring, loving father and mother. My mother stayed at home for 56 years until my father's death. I was taught to respect women.

On the other hand, Laurie Barnett's father was a wife beating, alcoholic husband (source: Laurie Barnett and her mother Maxine Barnett). Laurie Barnett's mother was also suicidal and depressive. She spent time in a mental hospital after shooting herself in the stomach while standing in the doorway of her divorced husband's (Laurie's father's) apartment. I can see where she got the idea for this charade.

I have never as much as had a traffic ticket for a moving violation in 58 years of driving motor vehicles let alone a problem with any police department until now. Now through deceit, Laurie Barnett has made me a criminal in the eyes of the law.

I feel Laurie Barnett should be held responsible for the pain she has caused me and for perjury in the courts. I can't go to sleep at night and don't want to get up out of bed to face the day. What she did to me is on my mind constantly. It even interferes with my thought process while working.

I have included a separate list of things Laurie Barnett told the court and Deputy Gary Adams from the Utah County Sheriff's Department. I don't want the protective order dismissed. I want to be proven innocent of her false charges.

I can produce many character witnesses who have known me for years. Who can tell you I do not have a temper, that I am not a violent person and have never pushed or hit anyone. I still maintain friendships with my former neighbors. Because I am not allowed to pass the house, I have to sometimes drive two miles out of the way to visit or pick them up.

Note: See enclosed affidavits.

I would like to take a polygraph test (and Laurie Barnett too), truth serum, psychological evaluation, cross-examination, hypnotism, or anything to prove my innocence.

The following is a partial list of things Laurie Barnett told the Sheriff's Deputies and the court that I did and said. I had to take a day off from work to answer one of her complaints to Deputy Gary Adams in Spanish Fork. She said:

- I twisted her arm.
- I pushed her.
- I changed the locks on our 2500 square foot shop building and house.
- I kept on driving by the house I was removed from to watch her.
- I called the alarm company to get the alarm code.
- She was so afraid of me, she had to sleep in the car (even though her bedroom upstairs had a lock, a dead bolt, a telephone line separate from mine, a cellular phone and possibly a gun (I taught her how to use a gun at a target range.) I have included a picture of her bedroom door. She also put on an act for the sheriff's deputies waiting in front of locked gates outside the house. She told them I couldn't enter the house with them until she was securely locked in her bedroom and then she would call them with the all clear.
- I tried to divert her mail from her post office box to mine.

- I Fired a gun in the back yard.
- I threatened to put a bullet in her head and mine.
- I Sicked one of our dogs on the children she hired to feed our horses.
- I made calls to her answering machine asking to get together with her again.
- I used violent behavior towards the real estate broker she hired to sell our house.
- I told her "I had nothing to live for".

All the above are not true.

I am enclosing a complaint to the Utah County Sheriff's Department concerning Laurie Barnett taking my mother's jewelry. Also a picture of the safe the jewelry was kept in, a letter from Losee Jewelers and a Codicil from my mother's will.

I am also enclosing her complaint to the Sheriff's Department that I changed all the locks to the house. Actually, I put a device on one door of my shop where I kept all of my tools because I was afraid her boyfriend would use or take them.

To put it mildly, Laurie Barnett is not the most truthful person in the world, even under oath. I hope you will give my letter and the contents of this package some consideration.

Sincerely,

A handwritten signature in black ink that reads "Gil Freedman". The signature is written in a cursive, flowing style with a large initial "G".

Gil Freedman

January 20, 2000

Honorable Judge Howard H. Maetani
Forth District Court
State of Utah
American Fork Department

Regarding: Case number 990101236
Laurie Barnett vs. Gilbert Freedman

I am writing in regards to the enclosed judgement, which was sent by Laurie Barnett's attorney, Mr. Corey. I received the judgement at post office box 250 in Lehi, Utah 84043.

I would like to inform you that I have never received any notice of a trial, a pending hearing or a hearing date. If I had known about it, I would have gladly attended with an attorney and supporting evidence. Unfortunately, the notice was sent to my former home, where Laurie Barnett still resides. Instead of forwarding the notice to me, Ms. Barnett refused it. Since I've had the PO Box for over 4 years, I know that Ms. Barnett knows the address. I pick up my mail every Wednesday and Saturday. I had no way of defending myself if I didn't receive the proper notice.

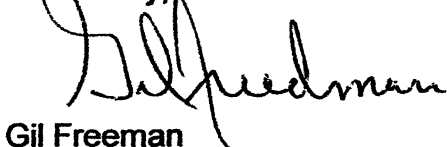
Ms. Barnett failed to mention the thousands of dollars I spent on the house after our divorce for a new roof, materials, labor and laborers to repair and maintain the house, swimming pool, electrical, etc. Ms. Barnett refused to reimburse me but I couldn't keep on asking for the money because of her cruel and violent treatment towards me.

I want to keep this letter as short as possible, but if you could please look over the article I have enclosed, I would greatly appreciate it. I think you will find that Ms. Barnett cashed the June check and refused the July check. Then in mid July, he had me removed from the house on false charges. I feel Ms. Barnett is using the legal system to her own advantage to ruin me.

I would gladly take a polygraph test and would also like to have Ms. Barnett take one to see who is telling the truth in this matter and also in the preceding case held in Judge Fred D. Howard's court room (case No. 990402668).

I thank you for your consideration.

Yours truly,



Gil Freeman
PO Box 250
Lehi, UT 84043-0250

November 10, 2000

Attention: Detective Richard Case
From: Gil Freedman

I am enclosing a copy of a letter I wrote to Judge Fred Howard, for which I never received a response.

On the second and third page, there are a lot of things that Laurie Barnett told Deputy Gary Adams and Judge Howard of things I supposedly did that just were not true.

I understand that there are violent men in this world that hurt women and children and these innocent victims should be protected.

Howevert, I never pushed, shoved, twisted arms or hit Laurie Barnett or any other women in my 73 plus years of life.

By lying, she ruined me financially, perjured herself in court, wasted the time of the sheriff's department by making false statements to police officers.

I am also enclosing a report from your department that two deputies responded to.

The report states that I changed the locks on the house and shop building. It didn't happen.

I want to keep this letter short, so I'm not going into details, but I can back up all my statements and still want to take a polygraph test.

Hope to hear from you soon,

A handwritten signature in black ink that reads "Gil Freedman". The signature is written in a cursive, flowing style.

Gil Freedman
PO Box 250
Lehi, UT 84043

801-792-7180

EXHIBIT “N”-13

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ARGUMENT BY MR. COREY

MR. COREY: Thank you, Your Honor.

At some point in time not too long ago the Court did, ruled on the motion, on our motion to deny reopening this case altogether. I believe it was--

THE JUDGE: Uh-huh (affirmative).

MR. COREY: -- some time the first of this year. At that, at that point I took that and, and I guess I'm here to, for clarification on that issue as to whether or not there are any outstanding matters that were not resolved in the Court's ruling that this case would not be reopened.

Mr. Bushman argues that there is some contract that either coincided with the divorce decree or arose after the decree of divorce was entered. He's changed his, his timeline on numerous occasions.

We don't think any of these issues are timely. We think all of them should be put to bed here today. We don't think there needs to be an order to show cause.

We would ask the Court to stop f[REDACTED] lawsuits being filed against my client in four separate jurisdictions, and it's now been some four years to get back to the judge who ruled on the divorce to settle all these issues.

There was an eviction action in the American Fork court that was consolidated, there was a protective order

EXHIBIT “O” – 14

Gil Freedman
8895 West Bull River Road
Lehi , UT 84043

UNITED STATES BANKRUPTCY COURT
District of Utah

IN RE:	Case No.: 94 - 22464
Gil Freedman	
Debtor(s).	Chapter: 13

NOTICE OF DISMISSAL

You are hereby notified that an Order Dismissing the above case was entered on 12/ 9/94.

Dated December 9, 1994

William C. Stillgebauer
Clerk of Court

FIRST SECURITY BANK N. A.
EIGHTH SOUTH OFFICE

PO BOX 25237
SALT LAKE CITY UT 84125



Account Statement

054-85030-52 0 B

SUMMARY FOR STATEMENT PERIOD: +

GILBERT FREEDMAN
8895 W BULLRIVER RD
LEHI UT 84043-9732

BEGINNING BALANCE 09-01-96 \$	30,996.78
DEPOSITS & OTHER CREDITS...\$	0.00
CHECKS & OTHER DEBITS.....\$	0.00
INTEREST PAID.....\$	104.16
SERVICE FEE.....\$	0.00
ENDING BALANCE 09-30-96 \$	31,100.94

INTEREST YEAR TO DATE.....\$ 1,152.18
TAX IDENTIFICATION NUMBER: 355-20-0412

SECURED MONEY MARKET ACCOUNT INDIVIDUAL/NON-PROFIT

ACCOUNT NUMBER: 054-85030-52

PAGE 1
*** SAFEKEEPING ***

FOR QUESTIONS CALL FIRSTLINE: 1-800-574-6600; IN SALT LAKE 246-6600; TDD 1-800-574-6449

DEPOSITS AND OTHER CREDITS

DATE	DESCRIPTION	REFERENCE NUMBER	AMOUNT
9-30-96	INTEREST PAYMENT	I-GEN096093000061636	104.
1 DEPOSITS TOTALING			104.

REGULAR CHECKS (* ASTERISK INDICATES A BREAK IN CHECK NUMBER SEQUENCE)

0 REGULAR CHECKS TOTALING

OTHER DEBITS

0 DEBITS TOTALING

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
9-02	30,996.78	09-30	31,100.94

ANNUAL PERCENTAGE YIELD EARNED 4.17%
MINIMUM BALANCE FOR PERIOD \$30,996.78
INTEREST EARNED FOR STATEMENT PERIOD \$104.16

FEDERAL REGULATIONS PROHIBIT MORE THAN 6 THIRD PARTY TRANSFERS, INCLUDING 3 CHECKS, PER MONTH. A \$20 FEE PER TRANSFER/CHECK IS ASSESSED FOR EXCESS ACTIVITY DURING THE MONTH.

EXHIBIT “P” - 15

1100 East 3900 South Suite 1000, Salt Lake City, UT, USA 84124
(801) 262-1771 Fax: (801) 288-9101

GIL FREEDMAN
PO BOX 250
LEHI, UT 84043

DEAR GIL,

THIS IS JUST A BRIEF NOTE TO LET YOU KNOW THE RESULTS OF THE LAB TESTS THAT WERE DONE THE OTHER DAY.

YOUR BLOOD SUGAR WAS 77 , NORMAL FASTING BLOOD SUGAR IS LESS THAN 110. YOUR CHOLESTEROL WAS 186 , DESIRABLE CHOLESTEROL IS UNDER 200, YOUR TRIGLYCERIDES WERE 156, DESIRABLE IS UNDER 200. YOUR HDL CHOLESTEROL WAS 73, DESIRABLE IS OVER 40, AND YOUR LDL CHOLESTEROL WAS 82, DESIRABLE IS LESS THAN 130 UNDER MOST CIRCUMSTANCES.

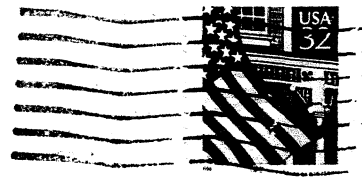
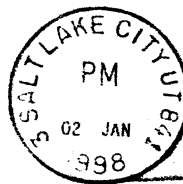
THE KIDNEY AND LIVER FUNCTION TESTS WERE NORMAL AND THE PSA TEST WAS NORMAL AS WELL.

PLEASE CALL THE OFFICE IF YOU HAVE ANY CONCERNS OR QUESTIONS.

SINCERELY,


JENNIFER NORRIS

SATCH INTERNAL MEDICINE, P.C.
9 E. 3900 S. # 1000
SALT LAKE CITY, UTAH 84124



Gil Freedman
PO Box 250
Lehi, UT 84043

84043/0230

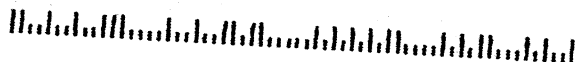


EXHIBIT “Q” – 16

March 23, 2001

To whom it may concern:

I have known Gil Freedman for about thirty years. We have had business dealings with each other and our relationship continues including being good friends. Gil is an honorable man. His word is bond, and never in all the years of our association, have I ever seen him lose his temper or retaliate against anyone. He truly loves people, and will help anyone in need. This is a man who goes about life doing things to help other, enjoying his friend and would do nothing to harm anyone. Gil is a man whom I consider my friend, and friend to many others.

Curt Gord



Nancy R. Stewart
Notary

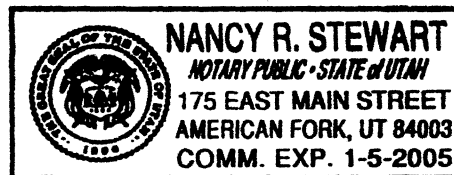
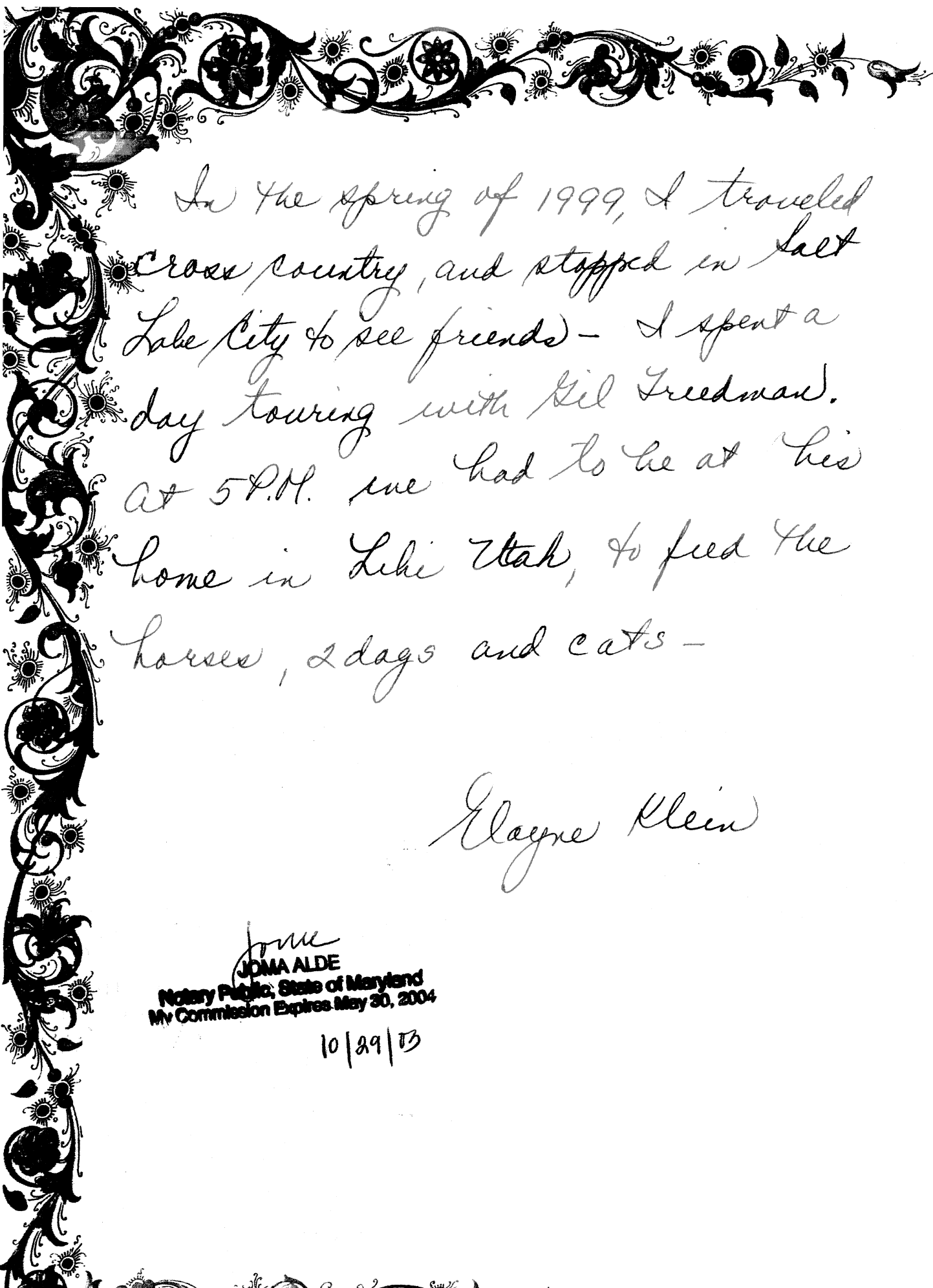



EXHIBIT “R” – 17



In the spring of 1999, I traveled
cross country, and stopped in Salt
Lake City to see friends - I spent a
day touring with Gil Freedman.
At 5 P.M. we had to be at his
home in Lake Utah, to feed the
horses, dogs and cats -

Elayne Klein


JOMA ALDE
Notary Public, State of Maryland
My Commission Expires May 30, 2004

10/29/13

1 "B").

2 7. Again, all items belonging to Defendant were sold or given to Defendant in September
3 1999. Plaintiff does not have in her possession any of Defendant's mother's jewelry, furs, or silver.

4 8. All items listed under "Items that were taken to Fresno, California" were Plaintiff's
5 as set forth in Exhibit "A," other than those paintings that were taken and sold at auction, pursuant
6 to the Writ of Execution. In fact, these paintings were not in Fresno, California as Defendant has
7 stated, but rather at the home in Lehi, Utah, where the auction was held. Once again, demonstrating
8 Defendant's willingness to present false information to this Court.

9 9. The ~~five (5) Arabian horses~~ were sold by both Plaintiff and Defendant between
10 November 14, 1992 and March 10, 1993, two (2) years prior to the filing of the Complaint for
11 Divorce. They were not a part of the parties marital property at the time the parties entered into the
12 final settlement agreement and were subsequently granted the Decree of Divorce. Once again,
13 Defendant has presented false and misleading statements to this Court.

14 10. Defendant had several remedies available to obtain his personal property from July
15 1999 through August 1999. After the Writ of Execution was served, all of Defendant's personal
16 property was seized and held by Court Order. After the September 1999 auction, all of Defendant's
17 property was taken and sold or placed in storage. Some of the heavier items remained at Plaintiff's
18 home due to the fact that they were too heavy and it would have been unduly burdensome for Plaintiff
19 to transport these items to storage. Upon knowledge and belief, Defendant made no effort to retrieve
20 any of his personal property.

21 11. Many of the items listed in Defendant's Exhibit "B" are those very items that were
22 taken and sold to cover a judgment against Defendant. A comparison of Plaintiff's Exhibit "A,"
23 Defendant's Exhibit "B," and the lists of items sold at auction, (see Affidavit of Robert J. Reitz
24 attached hereto as Exhibit "C"), will show that Defendant has falsely represented the status of the
25 items of personal property for the parties, (see also, spreadsheet attached hereto as Exhibit "D").
26 Defendant also failed to list on his Exhibit "B" many items which were taken and sold at auction.
27 (See Items sold by Constable at Sheriff's sale attached hereto as Exhibit "E.") If we compare all of
28 the items retained by Plaintiff with all items taken and sold at auction for Defendant, (except those

EXHIBIT "S" - 18

1 things that you personally have seen or done, places you
2 both... It's, it's an awkward proceeding but I--

3 MR. COREY: The only, the only thing I'd want to
4 bring to the Court's attention that's been represented in the
5 affidavit is that, that Mr. Bushman is getting some sort of
6 impression that Mr. Freedman and Mr. Orifici had a
7 client-attorney relationship--

8 THE JUDGE: We'll find out.

9 MR. COREY: -- at any time during this
10 litigation. And that's not--

11 THE JUDGE: Let's find out.

12 MR. COREY: Is it possible for us to call him?

13 MR. BUSHMAN: No, well I--

14 THE JUDGE: We can call him. Let's set a time
15 right now when you both can come and we'll, we'll take care
16 of it. And I want to keep it short and sweet, about a half
17 hour.

18 THE CLERK: Half hour, how much time?

19 THE JUDGE: As soon as possible.

20 THE CLERK: November 7th, Friday.

21 THE JUDGE: Friday November 7th at what time?

22 THE CLERK: Start at 10:30?

23 MR. COREY: That works for me, Your Honor.

24 THE JUDGE: Counsel, can you be here at that
25 time?

Postponed by Appeal

EXHIBIT “T” – 19

CLAYNE I. COREY (5847)
COREY & ASSOCIATES
CREEKVIEW PLAZA
948 EAST 7145 SOUTH, SUITE C-103
SALT LAKE CITY, UTAH 84047-1714
TELEPHONE: (801) 255-2552
FACSIMILE: (801) 255-9566

Attorney for Plaintiff

**IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH**

LAURIE BARNETT,

Plaintiff,

vs.

GILBERT FREEDMAN,

Defendant.

**PLAINTIFF'S RESPONSE TO
DEFENDANT'S REQUEST FOR
PRODUCTION OF DOCUMENTS**

**Civil No. 954400884
Judge Steven L. Hansen**

Plaintiff, Laurie Barnett ("Plaintiff"), hereby submits the following Response to Defendant's Request for Production of Documents, date unknown, (no signature page included) and Response for Defendant's Request for Production of Documents, April 25, 2000;

GENERAL OBJECTIONS

Plaintiff objects to these Requests to the extent that: (1) they seek information that is not

1 CLAYNE I. COREY (No. 5847)
2 CLAYNE I COREY PLLC
3 CREEKVIEW PLAZA SUITE C-103
4 948 EAST 7145 SOUTH
5 SALT LAKE CITY, UTAH 84047-4495
6 TELEPHONE: (801) 255-2552
7 FACSIMILE: (801) 255-9566
8 EMAIL: JUSTICE@CCOREYLAW.COM

9 *Attorney for Plaintiff*

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH**

LAURIE BARNETT,

PLAINTIFF,

vs.

GILBERT FREEDMAN,

DEFENDANT.

**NOTICE TO APPOINT
COUNSEL OR APPEAR**

CASE No. 954400884

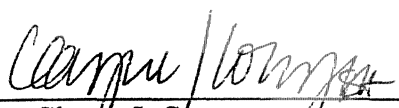
JUDGE JAMES R. TAYLOR

TO THE ABOVE-NAMED DEFENDANT, GILBERT FREEDMAN:

You are hereby notified to appoint counsel or enter your appearance in the above-entitled action within twenty (20) days of receiving this Notice, and to forward a copy of said Appointment or Appearance to this office.

DATED this 19th day of December, 2003.

CLAYNE I COREY PLLC:


By: Clayne I. Corey
Attorney for Plaintiff

COPY

div.

Clayne I. Corey (A5847)
Randall D. Lund (A5617)
COREY & LUND
Creekview Plaza
948 East 7145 South, Suite C-103
Salt Lake City, Utah 84047-1714
Telephone: (801) 255-2552
Facsimile: (801) 255-9566
Attorneys for Petitioner

**IN THE FOURTH JUDICIAL DISTRICT IN AND FOR
PROVO DEPT., UTAH COUNTY, STATE OF UTAH**

**LAURIE FREEDMAN (aka LAURIE
BARNETT),**

Petitioner,

vs.

GILBERT FREEDMAN,

Respondent.

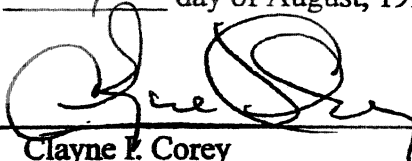
APPEARANCE OF COUNSEL

Case No. 954400884 DA

Judge Gary D. Stott

Please take notice that attorneys Clayne I. Corey and Randall D. Lund of COREY & LUND, hereby enter their appearance as counsel for the Defendant, Laurie Barnett, in the above-entitled case, and request that all pleadings and correspondence be mailed to the above address.

RESPECTFULLY SUBMITTED this 9 day of August, 1999.

By: 
Clayne I. Corey
Randall D. Lund
Attorneys for Petitioner

Rex B. Bushman, Esq. #0521
REX B. BUSHMAN, P.C.
Attorney for Plaintiff
115 E. Social Hall Avenue
Salt Lake City, Utah 84111
Telephone: (801) 533-8020
Facsimile: (801) 533-8877

IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH

GILBERT FREEDMAN,	:
Plaintiff,	: RESPONSE MEMORANDUM TO
vs.	: DEFENDANT'S MOTION TO
	: DISMISS
LAURIE BARNETT,	: Civil No. 010405420
Defendant.	: Judge Claudia Laycock

COMES NOW the above named plaintiff, by and through counsel of record, and hereby responds to defendant's Motion To Dismiss, representing as follows:

OBJECTION TO MOTION

Plaintiff moves to strike defendant's Motion To Dismiss as presented improperly and without the bounds of the Utah Rules of Civil Procedure, not accompanied by a supporting memorandum.

Rule 4-501(1)(A) Rules of Judicial Administration, Utah Code Annotated states:

All motions, except uncontested or ex-parte matters, shall be accompanied by a memorandum of points and authorities appropriate affidavits, and copies of or citations by page number to relevant portions of depositions, exhibits or other documents relied upon in support the motion.

1 GARY H. WEIGHT, P.C. (3415)
2 ALDRICH, NELSON, WEIGHT & ESPLIN
3 Attorneys for Defendant
4 43 East 200 North, P.O. Box "L"
5 Provo, UT 84603-0200
6 Telephone: 373-4912

7 IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
8 UTAH COUNTY, STATE OF UTAH
9 MUNICIPAL DIVISION - AMERICAN FORK DEPARTMENT

10 LAURIE BARNETT,

11 Plaintiff,

12 vs.

13 GILBERT FREEDMAN,

14 Defendant.

:
: AMENDED ANSWER AND
: COUNTERCLAIM

:
: Case No. 990101236 EV

:
: Judge: Howard H. Maetani
:

15 Defendant Gilbert Freedman, by and through his attorney, Gary H. Weight, hereby answers and
16 responds to Plaintiff's Complaint in the above-entitled matter as follows:

17 **FIRST DEFENSE**

18 The Plaintiff's Complaint fails to state a cause of action upon which relief can be granted.

19 **SECOND DEFENSE**

20 In answer to the specific paragraphs of Plaintiff's Complaint, Defendant answers as follows:

- 21 1. In answer to Paragraph 1, 2 and 3 of Plaintiff's Complaint, Defendant admits the
22 allegations contained therein.
- 23 2. In answer to Paragraphs 4 and 5 of Plaintiff's Complaint, Defendant denies the allegations
24 contained therein.
- 25 3. In answer to Paragraph 6 of Plaintiff's Complaint, Defendant admits that on or about June
5, 1999 Plaintiff hand delivered a notice of Termination to the Defendant. Defendant
denies the remaining allegations of Paragraph 4.
4. In answer to Paragraphs 7 and 8 of the Plaintiff's Complaint, Defendant admits the

JUL 20 8 27 AM '99

JUL 20 8 26 AM '99
Mot

Civil No.

FACSIMILE: (801) 255-9500
E-MAIL: JUSTICE@CCOREYLAW.COM

Attorney for Defendant

**IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH**

LAURIE BARNETT,

PLAINTIFF,

vs.

GILBERT FREEDMAN,

DEFENDANT.

**PLAINTIFF'S RESPONSE TO
MOTION FOR WITHDRAWAL
OF DEFENDANT'S COUNSEL**

Civil No. 000406407

**JUDGE JAMES R. TAYLOR
COMMISSIONER THOMAS R. PATTON**

**Rex B. Bushman, Esq. #0521
REX B. BUSHMAN, P.C.
Attorney for Defendant
115 E. Social Hall Avenue
Salt Lake City, Utah 84111
Telephone: (801) 533-8020
Facsimile: (801) 533-8877**

IN THE FOURTH JUDICIAL DISTRICT COURT

IN AND FOR UTAH COUNTY, STATE OF UTAH

LAURIE BARNETT,

Plaintiff,

vs.

GILBERT FREEDMAN,

Defendant.

:

: ORDER TO SHOW CAUSE

:

: Civil No. 954400884

Judge Steven L. Hansen

: Commissioner Thomas Patton

TO THE ABOVE-NAMED PLAINTIFF: LAURIE BARNETT

FILED
4th DISTRICT COURT
STATE OF UTAH
UTAH COUNTY
Aug 9 8 18 AM '99

J. Grant Moody

J. Grant Moody, P.C. Bar No. 6282
483 West 30 North
American Fork, UT 84003
Telephone: (801) 756-4181
Facsimile: (801) 756-3940
Attorney for Defendant

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH

GILBERT FREEDMAN,)	
)	
Plaintiff,	)	WITHDRAWAL OF COUNSEL
vs.)	
	)	Case No. 990402668
LAURIE BARNETT,)	
	)	Judge: Fred Howard
Defendant.)	

COMES NOW J. Grant Moody and withdraws as counsel for Defendant, Laurie Barnett.

Said withdrawal is to be effective immediately.

DATED this 6th day of August, 1999.



J. GRANT MOODY, P.C.
Attorney for Defendant

EXHIBIT “U”-20

Rex B. Bushman

Attorney At Law
A Professional Corporation

September 17, 2003

Clayne I. Corey
Attorney at Law
Creekview Plaza Suite C-103
948 East North Union Avenue
Salt Lake City, UT 84047-4495

re: settlement offer, division of marital property

Dear Mr. Corey:

After a successful discussion with my client this morning, and having had discussion with you about co-operation with division of the marital property, I am writing to offer settlement on a pending matter and advise of my client's intentions with regard to division of the marital property.

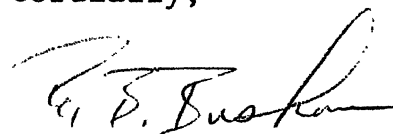
First, my client wishes to offer dismissal of the pending appeal if you will forego your obtaining attorneys fees at the pending hearing next Tuesday. If you wish to consider this offer we request that you continue the hearing on fees to a later date. I think this will cure one concern of your client of Gil's further pursuit of her estate.

With regard to division of the marital personal property I have given the list of Gil's executed personal property to compare with your list of the division of the marital personal property agreed by the parties, for Gil to determine what remains in Laurie's possession. Gil further will provide a list of furniture and whatever items he believes were not included in the list dividing the marital property for further consideration for settlement and division of what remains in Laurie's possession that should be given to Gil or what has yet to be divided from the marital estate.

I will be back with you in a few days about Gil's findings for further discussion. Please however, advise about your intentions to go forward with the fee hearing.

Upon facilitation of satisfactory division of the marital personal property we will form an agreement for non-pursuit and request also that the protective order, for which Gil feels strongly was wrongfully entered, be dismissed.

Cordially,



Rex B. Bushman

RBB/rb
cc: Gil Freedman

CLAYNE I COREY PLLC
ATTORNEY AT LAW



CLAYNE I. COREY, ESQUIRE

September 18, 2003

Via U.S. Mail & Facsimile @ (801) 533-8877

Rex B. Bushman
115 East Social Hall Avenue
Salt Lake City, Utah 84111

Re: Barnett v. Freedman

Dear Mr. Bushman:

In response to your correspondence of September 17, 2003, my client is willing to make the following offer:


1. Gil will dismiss, with prejudice, the appeal and the Order to Show Cause currently filed;
2. Laurie will not pursue attorney's fees already awarded by the court;
3. Gil and Laurie will enter into a Settlement Agreement and Release of All Claims wherein Gil will acknowledge that all claims or causes of action he believes to exist between them are resolved and that there exists no further claims or causes of action regarding their marriage and subsequent relationship, or the property obtained therein. Gil will agree to cease all further litigation against Laurie, and should Gil continue to file claims against Laurie, Laurie will have the right to pursue Gil for Breach of Contract under the terms of the Settlement Agreement and Release of All Claims.
4. The parties will stipulate to the entry of a Protective Order by the Court preventing further litigation of this matter.

Upon the execution of such an agreement, we will agree to cancel the hearing now scheduled for September 23, 2003, at 9:00 a.m. I will note that my client will not, under any circumstance, dismiss the Protective Order currently in place against Gil.

Thank you in advance for your prompt attention to this matter.

Very truly yours,

CLAYNE I COREY PLLC



Clayne I. Corey

CIC:slh

Rex B. Bushman

Attorney At Law
A Professional Corporation

October 7, 2003

Clayne I. Corey
Attorney at Law
Crekview Plaza Suite C-103
948 East North Union Avenue
Salt Lake City, Ut 84047-4495

re: settlement offer, Barnett v. Freedman

Dear Mr. Corey:

My client is still reviewing the extensive information your client has provided regarding division of marital property. It is clear that he will not pursue his Order To Show Cause as presently existing given much documentation of execution upon property he believed was in possession of Laurie.

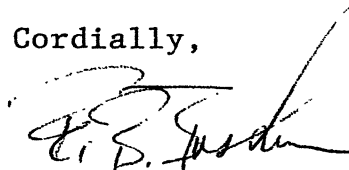
While he still reviews your documentation to determine what may exist which items Laurie has acquiesced may be in her possession due to his failure to pick them up, he will renew his offer to dismiss his pending appeal against Laurie for the balance of any attorneys fees she may be awarded.

This seems to be a reasonable offer in light of the fact that the bar association has previously determined that two attorneys may not always share the same secretary which has been observed by telephone calls to your office and thus a potential conflict may allow that no attorneys fees be awarded to Laurie at your hearing scheduled for Friday.

If Gil can come to the conclusion that there is nothing of the marital estate worthy of his pursuit he will not proceed against Laurie further.

Thank you for your kind attention to this matter.

Cordially,



Rex B. Bushman

RBB/rb
cc: Gil Freedman

Rex B. Bushman

Attorney At Law
A Professional Corporation

October 9, 2003

Clayne I. Corey
Attorney at Law
Creekview Plaza Suite C-103
948 East North Union Avenue
Salt Lake City, UT 84047-4495

FAXED CORRESPONDENCE

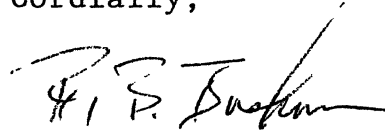
Re: withdrawal of settlement offer

Dear Mr. Corey:

Gil Freedman has asked me to withdraw his offer to settle his appeal. I will therefore plan on the fee hearing tomorrow.

Not mine

Cordially,



Rex B. Bushman

RBB/rb
cc: Gil Freedman

Rex B. Bushman

Attorney At Law
A Professional Corporation

October 17, 2003

Gilbert Freedman
P.O. Box 250
Lehi, UT 84043

re: status of representation

Dear Gil:

I am writing to give you some perspective of my own circumstances representing you on a continuing and ongoing disputed matter.

I have provided what is approaching \$7,000.00 of attorneys fees incurred here intending to obtain a recovery of your marital assets and provide you some relief from the circumstances of your unfavorable divorce. With the response of counsel I am uncertain whether there is any remaining marital assets for which there is sufficient justification to pursue. Further, I have asked you to provide such information and your priorities have been to provide some further evidence of Laurie's wrongful conduct that does not relate to what is before the court at this time.

The offer of settlement I have tried to explain to you pending this case, is that you forego your Order To Show issues in lieu of their forgiveness of the attorneys fees pending review and that you have the right to continue with your appeal of the loss of disposition of sale of the real property which is the most significant matter to you.

This letter is to advise that a hearing is scheduled for November 7, at 10:30 for you to appear as a witness to testify about your relationship with Joe Orifici and for the court to determine if there is a conflict for Mr. Corey's representation. I am sure you will be happy to know that you will have an opportunity to testify to the court.

My plan to offer you unpaid attorneys time was to obtain a recovery on the Order To Show to help finance your appeal. I am convinced there is no recovery available on the marital assets and further heard from the court today that it was not advisable to pursue. The court did not approve of the pending Order To Show thinking it an end run around the determination of Judge Hansen of dismissal of your Counterclaim.

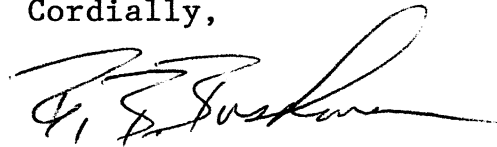
I have to respond as appropriate for the legal matter pending. I am sorry you weren't at the hearing to hear for yourself the court's conclusion after reading the Order To Show that it didn't think relief was available.

My normal disposition would be that I would do everything possible to keep a client from being upset with me but a priority from that concern would be what I understand the court intends whether it pleases the client or not.

Please come in for further discussion and plan that I will want to have you obtain new counsel on your case. You have no duty to come to settlement but I have the right to withdraw where you do not follow my advice which I believe is in your best interests at this time and I am only sorry that you do not agree but I am willing to talk with you as long as you wish to discuss the matter.

Further, I will plan to assist your new counsel with orientation.

Cordially,

A handwritten signature in black ink, appearing to read "Rex B. Bushman", written in a cursive style.

Rex B. Bushman

RBB/rb

EXHIBIT “V”-21

*928 609 P.2d 928

Supreme Court of Utah.

**Nina Doreen Davis BOYCE, Plaintiff and
Appellant,**

v.

**Milan Mack BOYCE, Defendant and
Respondent.**

No. 16342.

March 5, 1980.

Wife moved to set aside a divorce decree on ground of fraud. The Third District Court, Salt Lake County, Homer F. Wilkinson, J., denied the motion, and wife appealed. The Supreme Court, Stewart, J., held that trial court abused its discretion in refusing to allow wife a hearing on her motion to set aside a divorce decree on grounds of fraud, since it appeared that the assets of parties might actually have been more than five times the amount disclosed by husband at time of settlement agreement, there was support in record for wife's contention that husband prevented wife from gaining full and accurate knowledge of his total assets, and husband's record of noncompliance with discovery procedure would not be overlooked solely on ground that wife was perhaps guilty of some degree of fault in not being as diligent as she might have been.

Reversed and remanded.

West Headnotes

[1] Divorce Ⓔ254(2)

134 —

134V Alimony, Allowances, and Disposition of
Property

134k248 Disposition of Property

134k254 Judgment or Decree

134k254(2) Modification or Vacation.

A liberal standard for application of rule governing motions to set aside a judgment on grounds of fraud is justified in divorce cases, in view of the continuing jurisdiction that a divorce court has over its decrees; court should modify a prior decree when interests of equity and fair dealing with court and the opposing party so require. Rules of Civil Procedure, rule 60(b).

[2] Divorce Ⓔ254(2)

134 —

134V Alimony, Allowances, and Disposition of
Property

134k248 Disposition of Property

134k254 Judgment or Decree

134k254(2) Modification or Vacation.

Trial court abused its discretion in refusing to allow wife a hearing on her motion to set aside divorce decree on grounds of fraud, since it appeared that assets of parties might actually have been more than five times the amount disclosed by husband at time of settlement agreement, there was support in record for wife's contention that husband prevented wife from gaining full and accurate knowledge of his total assets, and husband's record of noncompliance with discovery procedure would not be overlooked solely on ground that wife was perhaps guilty of some degree of fault in not being as diligent as she might have been. Rules of Civil Procedure, rule 60(b).

[3] Lis Pendens Ⓔ3(1)

242 —

242k3 Actions Affecting Rights to Property
Involved Therein

242k3(1) In General.

[See headnote text below]

[3] Lis Pendens Ⓔ22(1)

242 —

242k22 Operation and Effect in General

242k22(1) In General.

A notice of lis pendens may be filed with respect to property whose title would be affected by pending judicial action; that notice would not be effective, however, where third-party rights have arisen subsequent to the execution of quitclaim deeds by plaintiff in compliance with original divorce decree if third party had no actual notice. U.C.A.1953, 78-40-2.

*929 R. M. Child & Donovan C. Snyder of Bayle, Child & Ritchie, Salt Lake City, for plaintiff and appellant.

Jed W. Shields, David S. Dolowitz of Parsons, Behle & Latimer, Salt Lake City, for defendant and respondent.

STEWART, Justice:

Plaintiff appeals from a judgment and order of the district court denying her motion to set aside a divorce decree pursuant to Rule 60(b), U.R.C.P., on grounds of fraud. We reverse.

In May 1977 plaintiff filed a complaint for divorce, together with a motion for temporary

EXHIBIT “W”-22

So whom it May Concern

We had a phone call from a Mr Gil Freedman, And he wanted us to come over to his house and see what we could do with his pool.

We made the appointment, and My husband Dave + I went to Mr Freedmans. This^{spot} was way out in the middle of a field with nothing but dirt by it.

Mr Freedman told us of his plans to put decks, a brick fence and rebuild the pool. He then ask us if we would work up a bid for him.

When we called back Mr. Freedman accepted our bid and ask when we could start. We made a time with him to finalize everything and to receive a down pymt.

We did all the work that was asked of us from Mr Freedman.

All of our dealings were always with Gil Freedman. He approved everything and He was the one to always pay us.

Simons Pool & Spa

Thank you
Rhonda Simons

GLEN B. ROACH
NOTARY PUBLIC - STATE OF UTAH
CENTRAL BANK
ONE NORTH MAIN
SPANISH FORK, UTAH 84660
COMM. EXP. 12-12-99



ag very "ccc"
Sept 15 1999

Behunin Masonry
1376 Teakwood Dr
SLC Utah 84123

I have been a Masonry Contractor for 34 years. I specialized in small commercial buildings and custom homes.

Gill Freedman called me on numerous occasions for work he wanted done.

The first one was on his home around the point of the mountain. He added a large room, which needed brick on 3 sides. All the brick on his home had to be ordered through Interspace Brick Co. and shipped down from the state of Washington.

I also did block work for Planters, columns on carport and for back up fore stone facing.

We replaced the brickwork around the windows that were changed. On one occasion we enclosed a little room for a hot water heater. Another time he had me extend the rear of his shop.

He called again and we built a block wall around the swimming pool and pool house. I later replaced concert caps on pool wall that eroded away, another project was the 14 block columns on street that were later covered with stone.

If questions arose on project Gill would personally come to the job site and answer them.

On each project I dealt only with Gill Freedman, I had no dealings with Mrs. Freedman except to say hello.

On each project, Gill Freedman paid me personally and on time. Gill became a good customer and also a good friend.

Robert Behunin

Robert Behunin

INDIVIDUAL ACKNOWLEDGEMENT

STATE of Utah
COUNTY of Salt Lake } ss.

On the 11 day of June 1999
personally appeared before me

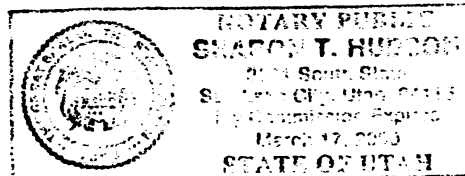
the signer Robert Behunin of the above

acknowledged to me that he

My Commission Expires:

3-17-2000

Notary Public
Residing at



To Whom It May Concern:

My name is David K. Underwood. I am a licensed electrical contractor. From about 1982 to about 1995, I did all the electrical wiring in a home at 8895 W. Bull River Road, Lehi, Utah as requested and paid for by Gil Freedman. I never received any instructions, had any dealings or received any money from Laurie Freedman.

The house is quite large 9 or 10,000 square feet plus Gil's shop building, pool house and barn on about 5 acres.

Some of the jobs I did throughout the years consisted of the following:

- Installing 300 amp service.
- Running main house cables underground.
- Running barn and pool house cables underground.
- Wiring to four electric gas furnaces, five fireplaces and two kitchens.
- TV and telephone wiring.
- Approximately 10 breaker boxes or more on the property.
- 110 volt outlets.
- 220 volt outlets.
- Jetted bath tub.
- Swimming pool equipment.
- Steam bath – jetted bath tub.
- Sauna, besides many light fixtures.
- About 17 telephone outlets.
- Fans, etc.
- Approximately 600 feet of three wire cable to the water well.
- Also, I installed a 16 horsepower Winco, natural gas 10KW automatic generator that Gil bought from one of my customers, Bob Sandberg. I remember, he paid \$1900.00 for the generator.

The last job I did, with Gil's help was to bring underground wiring from the pool house to the barn.

Gil rented a trenching machine and made a trench of about 200 feet so we could lay the conduit in it. I never did get paid for the wire or my labor on that job.

Gil lent a hand now and then on some jobs.

If you have any questions, please feel free to call me at 801-972-8127.

Sincerely,



David K. Underwood
2036 W 3255 S.
West Valley City, UT 84119

Laurie Freedman
Memorandum, 2003
Diane K. Kellogg



NOTARY PUBLIC
DIANE K. KELLOGG
1271 HUMMINGBIRD
SALT LAKE CITY, UT 84123
MY COMMISSION EXPIRES
JUNE 1ST, 2004
STATE OF UTAH

EXHIBIT “X”-23

August 4, 1999

To Whom It May Concern:

My name is Jim Duke. I was Gil Freedman's supervisor at Brown and Williamson Tobacco Company for over a year until I changed territories.

On July 18, 1999 my two children, Zack age 11 and Allie age four and I stopped off at Gil Freedman's home at 8895 W. Bull River Rd., Lehi, Utah, on the way to Mount Timpanogas Cave. The house is right off the Alpine Road west of the cave. Gil left the east gate open so I drove in. Both children had to go to the bathroom as children always do. Gil invited us in and the children used the bathroom.

On the way out, as we were passing the staircase leading upstairs, Laurie Barnett stood at the top of the stairs yelling and screaming at Gil and us. She was very stern and spoke in a loud voice. She said that Gil knew he wasn't allowed to have strangers or anyone in the house and for my children and I to leave the house immediately. She acted like a mad woman. Gil tried to explain but Laurie Barnett would not let him speak. She just talked right over him. We left the house while she was still yelling at him. Gil followed us out. He never got to get a word in. I know Gil was embarrassed and my children and I were too.

Sincerely,


A handwritten signature in black ink, appearing to read "Jim Duke". The signature is fluid and cursive, with a large, sweeping initial "J" and a long, horizontal stroke extending to the right.

Jim Duke
2062 Harrison Blvd.
Ogden, UT 84401

State of Utah

County of Salt Lake

On the 21st day of March, 2001, personally appeared before me Jim Duke, the signer of the foregoing letter, who duly acknowledged to me that he executed the same.


Notary Public

Residing at: Salt Lake City, UT
My Commission Expires: 8-8-04

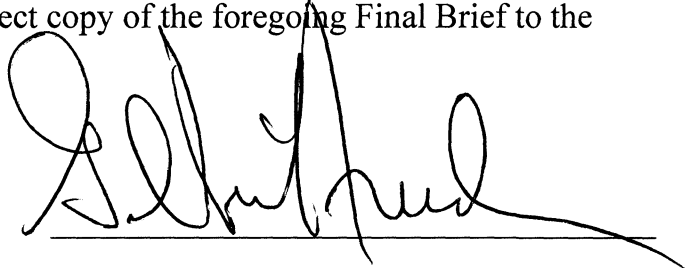


EXHIBIT “Y”-24

EXHIBIT “Z” - 25

CERTIFICATE OF MAILING

On this 17th day of June 2004, I deposited in the United States Mail, postage prepaid, or hand delivered, a true and correct copy of the foregoing Final Brief to the following:

A handwritten signature in black ink, appearing to read "Clayne I. Corey", written over a horizontal line.

Clayne I. Corey
Creekview Plaza Suite A-102
942 East 7145 South
Midvale, Utah 84047-4495

Hand Delivered

Utah Court of Appeals
5th Floor
450 S. State Street
PO Box 140230
Salt Lake City, UT 84114-0230

Hand Delivered

Who steals my purse steals trash, 'tis
something, nothing; 'twas mine, 'tis his,
and has been slave to thousands; but he
that filches from me my good name
robs me of that which not enriches him
and makes me poor indeed.

William Shakespeare