

2003

Laurie L. Barnett v. Gilbert Freedman : Brief of Appellant

Utah Court of Appeals

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Clayne I. Corey; Attorney for Respondent.

Gilbert Freedman; Appellant pro se.

Recommended Citation

Brief of Appellant, *Barnett v. Freedman*, No. 20030476 (Utah Court of Appeals, 2003).
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IN THE UTAH COURT OF APPEALS
STATE OF UTAH

Laurie L. Barnett,)
Respondent / Plaintiff,) BRIEF OF THE APPELLANT
vs.) Case No. 20030476-CA
Gilbert Freedman,)
Appellant / Defendant,)

Appeal from the Ruling of the Fourth Judicial District Court
in and for Utah County, State of Utah
Fourth District Court,
(Provo Department) of Utah County, State of Utah,
The Honorable JUDGE STEVEN L. HANSEN, presiding,
Judgment/Order signed 24 April 2003
Case No. 95440884

Gilbert Freedman
Appellant pro se
P.O.Box: 250
Lehi Utah 84043

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FEB - 2004
Paul
Clerk of the Court

List of Parties

Laurie L. Barnett
Plaintiff / respondent

vs.

Gilbert Freedman
Defendant / Appellant

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JURISDICTIONAL STATEMENT

This Appeal is taken from entry of final judgment of Divorce Decree filed September, 1999, order issued in Fourth District Court, State of Utah, of Utah county, (Provo Department). *The court of Appeals has jurisdiction in this matter pursuant to the Utah Rules of civil Procedure and Utah Rules of Appellant Procedure.*

ISSUES PRESENTED

- I. Whether the trial Court abused its discretion in not distributing the marital assets fairly and equitably .
- II. Whether the trial Court abused its discretion in not making findings of fact properly.
- III. Whether there the Court relied on a valid agreement between the parties
- IV. Whether the appellant received competent legal representation
- V. Whether the appellant was denied due process of the law

STANDARD OF REVIEW: The trial Court should have properly classified the assets prior to distribution and then equitably divided between the parties to the provisions of Utah Code (30-3-5) and in the light of Mortensen v. Mortensen 760 P2d.308 and Equitable Distribution of Property by Brett R.Turner.

The Court should have considered all the evidence of the difficult, confusing and disabling circumstances of the appellant in the light of: Young v. Western 680 P2d.394 (1984) for confused mental state of the appellant Stewart v. Sullivan, 29 Utah 2d. 156; 506 P 2d.74 (1973) for incompetent counsel Boyce v. Boyce 609 P, 2d.928 (1980) and Bayles v. Bayles, 981 P.2d.403 for fraud in

non disclosure and 5th and 14th Amendments of the U.S. constitution and Becks
Sheetmetal co. v. Lauras 35 P.2d 21 (1961) for lack of due process

**GROUND FOR SEEKING REVIEW OF THE ISSUES NOT
PRESERVED AT THE TRIAL COURT**

The appellant being a lay person and the proceedings taking place encamera
at the conclusion, have no idea of what was preserved and what was not. In the light of
the following facts appellant seeks review of the settlement of the marital assets.

1. That he was a 71 years old dyslexic and lacked reading and
understanding comprehension. He was under the impression that the first agreement
hand written by the respondent is going to be the part of the second one and he was
forced into signing the second typed agreement by his domineering 44 year old wife.
There is a huge difference between the two agreements. Please see Exhibits: 1 & 2

2. The respondent committed fraud in not providing response to the
discovery requests of the appellant; Please see docket.

3. That the threats to the appellant by the respondent and his counsel by the
counsel of the respondent kept them withdrawing from representing the appellant thus
amounting to only superficial legal representation.

STATEMENT OF THE CASE

The parties with great difference of age and mind, appellant being 72,
ailing and dyslexic ; and respondent only 44 in control of the day to day activities
of the couple still managed to come to an amicable conclusion of their marriage
by coming to terms of dividing the marital assets and debts in the form of a hand

written agreement which was written by the respondent and is attached hereto as Exhibit: 1.

Soon after the hand written agreement the respondent sought legal counsel and handed the appellant a typed agreement for execution to which the appellant objected being so different from the understanding of the parties. The respondent not only began to verbally abuse the appellant she also initiate false criminal charges against him and filed eviction proceedings against him which were later dismissed (case no:990101236) and Exhibit: 3.

Further, the respondent took all the papers from the home and failed to respond to many discovery requests. Appellant's attorney's abandoned him due to lack of funds and the control of the situation by his ex-wife, the respondent. On the other hand she assured the appellant that he could live downstairs in peace in his sickness and old age if he would get rid of his counsel and execute the agreement and she assured him that she will not bother him anymore. Appellant did follow the respondent's instructions in signing the second agreement and in going against his own counsel at her advice only to find out two years after the divorce that she procured a protective order and put him on the street after he had lost all his money, his mother's jewelry and equity to the respondent. This a blatant case of elderly abuse and execution of an agreement under duress.

The trial court erred in granting judgement on a second binding agreement (type written) and ignoring the original hand written binding agreement which preceded the type written copy entered on the record of the court, whereas, the party to the original handwritten agreement, Appellant, had relied on the court, his counsel, and the honesty of the respondent, and her counsel to enter a verbatim copy of the original hand written binding agreement as the Appellant is dyslexic and therefore is handicapped when reading and understanding documents or other forms of writing, which the respondent was well aware of. The issue at hand is the fraud in the typed agreement to deceive the court and to gain undue financial advantage against the Appellant knowing the handicap of the Appellant.

The fact of the matter is that it was the appellant's money and inheritance from the sale of a lot in California that purchased the million dollar property where the respondent is now residing with her boy friend to the exclusion of the appellant.

Please see Exhibit: 4.

The Appellant has never been given the opportunity to testify to those facts that it was actually his and his family's funds that made those purchases. See Exhibit # 4.

Further, the respondent by fraud and deception did take the jewelry and the furs that was personal property that the Appellant had inherited from his deceased mother, among other jewelry, a diamond ring, had the major stone removed and replaced with cubic zirconia, the value of the stone was \$27,000.00, whereas the Appellant didn't discover the fraud/deception until he had been

evicted. See Utah County Attorney report exhibit # 5. Also, a letter from the jeweler that removed the stone so states the fact. The respondent submitted a copy of Appellant's mother's will to Judge Hansen's Court as evidence, fraudulently stating on the cover "Gilbert gave Laurie these items as gifts." See Exhibit # 6. Additionally, the Appellee sold the real property and kept all the equity for her personal financial gain including personal property of the appellant, contrary to the binding agreement and the judgement of the court, leaving the appellant with no place to live and his only means of support, his social security, as his age and handicap and back injury prevented him from getting gainful employment and also tarnished Appellant's reputation due to respondent's false statements to the Utah county Sheriff's Department and perjured testimony in a false protective order, Case No. 994401579, Judge Fred D. Howard's Court, Fourth District Court, Utah County to facilitate removal of Appellant from his home. See Exhibit # 7. Further, in the binding agreement and the settlement agreement there is mention of a debt owed to the respondent's mother amounting to \$100,000.00 See Exhibit # 8. This in fact is a fraud meant to deceive the court as the debt didn't exist nor was it proven to be owed by the appellant. Further, in the binding agreement, the Appellee put in the following statement, No 3 "Lien to Maxine Barnett will be paid off the top and split 50/50 between the two parties. Exhibit # 1. Further in the Settlement Agreement, the Respondent states, "Maxine Barnett (indebted an approximate sum of \$100,000. Exhibit # 2. Additionally, the money referred to was actually the Appellant's,

that he received from his father's estate. See Exhibit #4. The respondent and her mother, Maxine Barnett, perpetrated a fraud on the court by using the two agreements to defraud the Appellant, knowing he could not prove that it was his funds that purchased the home, furnishings and the Charleston/Highland building lots, because she had removed all his documents from his files. **Trespass to Personal Property**, see Exhibit 14. Some documents have been replaced from old bank records, tracking down people, (although some have died), real estate people, etc. It has taken years to find some documentation. See Exhibits 4, 8 & 9. Appellant did not have any proof of anything and was at the respondent's mercy. The respondent, refused to have her deposition taken.

The court made a serious error by not transferring Case No. 990101236 originally filed July 1, 1999, by respondent from the American Fork Court, Judge Howard H. Maetani, to the Fourth Judicial District Court, Provo Department, Utah County and to be consolidated with Case No. 000401790. Then Case No. 000401790 was to be consolidated with Case No. 954400884. The file for Case No. 990101236 is intermingled with Case file No. 990402668 has remained in a separate file in the Provo Court files. Judge Hansen has never seen Case No. 990101236. It does not appear on the case docket. Case No. 990402668 was dismissed by Appellant's Attorney Scott Williams as being settled. Then Mr. Williams withdrew as the Appellant's attorney because of undue influence of Mr. Randy Lund and Mr. Clayne Corey, respondent's attorneys. See Exhibit #11. The case was dismissed without permission of Appellant. Appellant was not told

he had the right to appeal the case. (See Exhibit # 7& 3). Case No. 990101236 contained a frivolous and fraudulent suit filed in which the judgement was set aside by Judge Howard H. Maetani at the Fourth District Court – American Fork Department. The respondent, Mr. Corey and Mr. Lund, her attorneys knew it was a fraudulent case, hid the fact and use it against the Appellant in Judge Hansen's Court. See Exhibit # 12.

Appellant was denied procedural due process, whereas, the respondent's counsel of record did in fact make threats (to coerce) to the Appellant's legal counsel to sue said counsel for legal fees if he became involved in representing an action to litigate the binding agreement in an effort to have the Appellant prove fraud by deception in many of the alleged claims of debt, and equal right to a share of the real property equity in the said first hand written and second type written binding agreement that was submitted to the court for final judgment.

Whereas, the appellants counsel filed a motion to the court to be removed as attorney of record, thus leaving the Appellant without counsel and or the means to retain other counsel, therefor depriving the Appellant of certain Constitutional Protected Rights. This was the third time the Appellant's attorneys have withdrawn due to threats of law suits against the Appellant's counsel.) See Exhibit # 13 & 11.

SUMMARY OF ARGUMENTS

1. The respondent committed fraud upon the Court in showing that she had a valid agreement, that there was no prior agreement dividing the property fairly and equitably, that she had put down the funds from her mother to buy the home she is living in and that she had given the appellant his personal property and inherited jewelry.
2. That the appellant had ineffective legal counsel to bring the validity of the second agreement in question considering the venerability of the appellant due to his age and sickness. The counsel failed to obtain the documents that the respondent has taken from the home of the parties and failed to complete the discovery to assist the Court.
3. The appellant was denied due process in that the Court failed to monitor and administration of justice in the special circumstances of the abused elderly. The Court should have seen the red flags that the appellant was doing something against the advice of his counsel and should have classified the assets of the parties into some order to determine the equity of each party.

The Court had a duty to perform its fundamental function of fairness and justice specially noting that the party which is weaker, older and without competent representation was getting only obsolete promissory notes and liabilities while the one younger and stronger was getting the home of the parties and all the solid assets.

ARGUMENT

I . The respondent committed fraud upon the Appellant and the Court by not fully submitting all the facts concerning the two agreements, the assets of the parties and the obligations and debts of the parties. The respondent only relied on the second agreement and did not disclose to the courts that she had contributed nothing towards the assets and that she made false statements that she has borrowed \$100,000., from her mother. The Settlement Agreement submitted to the court stated the Appellant was trading all real property and retirement funds held jointly for Promissory notes that were deemed worthless by the US Bankruptcy Court in the Starfire Industries Bankruptcy. Furthermore, the funds for the notes were in actuality, money that the Appellant and his family had provided. The respondent came into the marriage in 1976 with her clothes, some furniture and a 1972 Buick Skylark that she sold and kept the money. Her mother, her father and her grandmother gave nothing towards the marriage except for an ice bucket as a wedding gift from her mother. The respondent did not mention to the court that during the marriage, for love and affection, the Appellant had given her one half ownership of a paid for 65,000 square foot building at 619 S. 600 W., Salt Lake City, a 125,000 square foot facility on 25 acres in West Jordan, Utah and one half ownership of a multi-million dollar boat manufacturing and marine supply business. The respondent conveyed to the court that the appellant was imposing on the generosity of the Appellee's family and was a deadbeat. See Exhibit # 15.

The trial court erred in granting judgment in favor of the respondent based upon fraud and the failure of the appellant's counsel to perform in a professional manner to inform the court of the fraud and the deception of the respondent and her counsel that did in fact alter the original hand written binding agreement and did submit to the court an agreement not consistent with the original binding agreement and not informing the appellant of the changes made therein leading the appellant to sign a fraudulent altered binding agreement to wit; fraud by deception, and taking advantage of the handicap of the appellant.

Therefore, in the light of *Young v. Western* 680 P.2d.394, appellant had a confused state of mind especially when put under fear of criminal prosecution and eviction and being thrown on the street in his old age and sickness. Further, there definitely is duress (*St.Pierre v. Edmunds*,, 645 P2d.615, Utah 1982) as he is given choice by the respondent to either sign (the agreement is not notarized as the appellant might have read or protested to someone) and live in the basement peacefully in his old age or be thrown out on the street.

11 . The trial Court failed to fairly and equitable distribute the assets of the marital estate in the light of *Mortensen v. Mortensen*, 760 P2d. 304 (Utah 1988) and the well established principles of : Equitable Distribution of Property (by Brett R.Turner) The Court please note that the trial Court made no findings to the effect of the sources of the marital assets and the reasons for the grant of all the assets to the respondent and the liabilities and outdated promissary notes to the

appellant. Further the trial Court failed to make any findings as to the lack of any discovery in the matter despite filings of Interrogatories and requests for productions of documents. The Court should have also noted the advice of the appellant's counsel which was contrary to the agreement as shown in the Divorce Decree. In short the trial Court made serious and substantial errors in not distributing the assets of the marital estate fairly and equitably.

III. Rule 1.1 of Rules of Professional Conduct require an attorney to provide competent legal representation with legal knowledge, skills, thoroughness and loyalty to the client. In this case the lawyers did not even comprehend the tactics used by the respondent and her counsel to abuse and take advantage of this sick and elderly Appellant. The Appellant argues that if his counsel had been competent these issues would have been litigated in the lower court and the court would have been better informed to make a proper and just settlement between the parties involved. The healthy and younger respondent is living in the house that was completely build by the money of the appellant at this time and date of this appeal, and she had already sold the building lot for the value mentioned, \$68,000.00, while the Appellant is struggling with the help from friends and church and does not even have funds to hire a legal counsel. In the light of *Stewart v. Sullivan*, 29 Utah 2nd 156, 506 P2d.74 (1973) it is argued that the Appellant had incompetent legal representation and the injustice is so grave that he is entitled to the review of the merits by this Court for remand for a fair trial.


It is further argued that the rights of the appellant has been denied, either by intent or fraud, or incompetence of counsel, these rights are supported by Constitution of the United States of America, Utah State Constitution, and certain State Statutes as addressed in the issues portion of this appeal, additionally in case law.

The Appellant would have this court take judicial notice that certain personal property, namely jewelry and fur pieces (mink coat, stole, jacket and hat,) left by his deceased mother to him, was taken by the respondent and has never been returned to the appellant, Valued at \$75,000 to \$100,000. See Exhibit # 5. Appellant attempted to recover said stolen personal property from respondent, and did in fact file a criminal report with Utah County Sheriff, and due to repeated interference of Appellee's counsel the statute of limitation had run and the Utah County attorney refuses to prosecute the respondent, see Exhibit # 16, again denying the appellant rights of redress in the court.

RELIEF SOUGHT

Appellant prays that the Court remand the matter to the trial Court for finding facts and making a distribution of marital assets fairly and equitably between the parties.

Dated this 9th day of February 2004.

A handwritten signature in black ink, appearing to read "Gilbert Freedman", written over a horizontal line.

Appellant pro se
Gilbert Freedman, Appellant

CERTIFICATE OF MAILING

I hereby certify that I have mailed and correct copies of the foregoing brief of Appellant via us mail, postage prepaid, or as otherwise noted to the following this 9th day of February 2004, postage prepaid via the USPS.

Utah Court of Appeals

Delivered by hand

PO Box 140230

Salt Lake City, UT 84114-0230

Clayne I. Corey, Esq.

Via U.S. Mail, Prepaid

948 E. Ft. Union Ave #C-103

Midvale, UT 84047

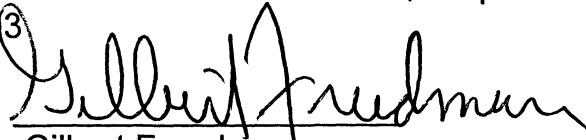

Gilbert Freedman

EXHIBIT:1

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.
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

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

5. Real estate commissions will be shared 50/50

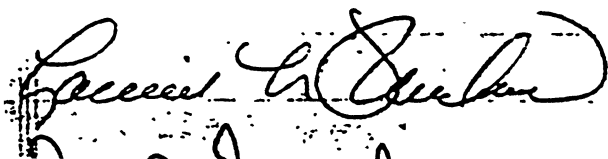
6. Any repairs to sell property will be split 50/50.

Starline company vehicles will be sold and proceeds and selling expenses will be split 50/50. Gil will be re-imbursed 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 fork lift (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 

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

220 Utilities

870.00

EXHIBIT: 2

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of ~~March~~ ^{June}, 1997, by and between Laurie L. Barnett fka Laurie L. Freedman (hereinafter "Plaintiff") and Gilbert Freedman (hereinafter "Defendant").

IN CONSIDERATION of the mutual promises herein contained, the parties agree as follows:

1. Plaintiff hereby assigns, negotiates, transfers and conveys to Defendant all promissory notes and other evidence of indebtedness heretofore executed by Starfire Industries, Inc., and/or Gil Freedman wherein Plaintiff is named as payee or co-payee and all security agreements, liens, mortgages or trust deeds securing the obligations stated in said promissory notes. It is understood and agreed that any and all claims and causes of action arising out of the obligations and indebtedness described in said promissory notes, security agreements, liens, mortgages or trust deeds shall be the sole and exclusive property of Defendant. As used herein, the term "promissory notes" means any and all promissory notes heretofore executed by Starfire Industries and/or Defendant wherein Plaintiff is a payee or co-payee including, but not limited to, the following:

Promissory note dated March 26, 1993 in the principle sum of \$5,000; Promissory note dated October 20, 1990, in the principle sum of \$167,000; Promissory note dated October 20, 1990, in the principle sum of \$26,617; Promissory note dated October 29, 1985, in the principle sum of \$40,000; Promissory note dated March 24, 1993 in the principle sum of \$5,000; Promissory note dated February 10, 1993, in the principle sum of \$6,650.51; Promissory note dated January 21, 1992, in the principle sum of \$2,000; Promissory note dated October 23, 1990 in the principle sum of \$30,000; Promissory note dated January 20, 1993, in the principle sum of

\$4,748.79; Promissory note dated February 18, 1992 in the principle sum of \$9,339; Promissory note dated February 7, 1992, in the principle sum of \$26,839; Promissory note dated November 29, 1991, in the principle sum of \$1,352.28; Promissory note dated October 31, 1991, in the principle sum of \$16,139; Promissory note dated September 6, 1991, in the principle sum of \$9,339.00; Promissory note dated August 27, 1991 in the principle sum of \$2,798.85; Promissory note dated March 12, 1991, in the principle sum of \$80,000; Promissory note dated October 15, 1990, in the principle sum of \$20,000; Promissory note dated October 4, 1990, in the principle sum of \$30,000; Promissory note dated September 26, 1990, in the principle sum of \$30,000; Promissory note dated March 11, 1991, in the principle sum of \$6,000. Promissory note dated January 24, 1991, in the principle sum of \$6,000; Promissory note dated July 1, 1984 in the principle sum of \$74,200; Promissory note dated December 11, 1986, in the principle sum of \$167,000; Promissory note dated November 2, 1989, in the principle sum of \$4,000; Promissory note dated October 20, 1990 in the principle sum of \$249,304.42; Promissory note dated September 29, 1989, in the principle sum of \$50,500; Promissory note dated November 2, 1989 in the principle sum of \$25,000; Promissory note dated January, 11, 1989, in the principle sum of \$25,000; Promissory note dated January 11, 1989, in the principle sum of \$25,000; Promissory note dated November 2, 1989, in the principle sum, of \$70,000; Promissory note dated January 17, 1989, in the principle sum of \$70,000; Promissory note dated January 17, 1989, in the principle sum of \$10,000; Promissory note dated January 18, 1989, in the principle sum of \$50,000; Promissory note dated January 19, 1989, in the principle

sum of \$10,000; Promissory note dated November 4, 1985, in the principle sum of \$40,000; Promissory note dated October 29, 1985, in the principle sum of \$40,000; Promissory note dated November 2, 1989, in the Principle Sum of \$75,000; Promissory note dated February 9, 1989, in the principle sum of \$75,000; Promissory note dated February 9, 1989, in the principle sum of \$75,000- Promissory note dated February 8, 1989, in the principle sum of \$35,000; Promissory note dated February 9, 1989, in the principle sum of \$10,000; Promissory note dated February 7, 1989, in the principle sum of \$10,000; Promissory note dated February 6, 1989, in the principle sum of \$20,000; Promissory note dated February 9, 1989, in the principle sum of \$10,000; Promissory note dated September 29, 1989, in the principle sum of \$10,000; Promissory note dated September 22, 1989, in the principle sum of \$10,000; Promissory note dated February 28, 1991, in the principle sum of \$26,617.26; Promissory note dated September 29, 1989, in the principle Sum of \$50,500; Promissory note dated July 1, 1984, in the principle sum of \$74,200. As used herein, the term "Security Agreements, Liens, Mortgages or Trust Deeds" means any document granting a security interest or other lien or encumbrance on any real or personal property held as collateral for the Promissory Notes. Plaintiff warrants and represents that the Promissory Notes assigned herein constitute all indebtedness of Starfire Industries and/or Defendant owed to her on the date of this Agreement, excepting the obligations expressly created by the terms and provisions of this Agreement. Plaintiff further warrants and represents that she has not heretofore assigned, negotiated or otherwise transferred any rights or interests in the Promissory Notes to any other person or entity.

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.

5. Plaintiff and Defendant will use their best efforts to defend any claims asserted by the Small Business Administration or any bank making a loan guaranteed by the Small Business Administration. To the extent either party violates this best efforts obligation such party shall be responsible for any damage or judgment proximately caused by the failure of such party to comply with this best efforts agreement. In the event both parties comply with this best efforts obligation, and the Small Business Administration (or any bank loaning money guaranteed by the Small Business Administration) obtains, a judgment against Plaintiff and Defendant, or Plaintiff and Defendant settle and compromise such claims and thereby create indebtedness, each party shall pay fifty percent (50%) of said indebtedness.

6. Plaintiff and Defendant irrevocably waive any claim to alimony.

7. Defendant shall have the option to continue the existing policy of medical insurance obtained by Plaintiff through her employer pursuant to the Federal COBRA legislation to the extent permitted by said legislation and/or the insurance policy. Defendant shall be solely responsible for the payment of the premium attributable to the medical coverage under said policy.

8. Plaintiff and Defendant have agreed, without the advice or consultation with their respective attorneys, and, in the case of Defendant, contrary to the advice of his attorney, that Plaintiff shall be awarded all right, title and interest in and to any real property currently titled in the name of Plaintiff and acquired by the parties, or either of them, during the course of the marriage, and she shall be awarded all stocks, bonds, investment accounts, IRAs, or retirement funds held jointly or in Plaintiff's name. Provided, however, that nothing herein contained shall be construed to grant Plaintiff

any rights in any leasehold interest Defendant has or hereafter acquires in the real property situated at 619 South 600 West, Salt Lake City, Utah.

9. The parties have agreed between themselves, without the involvement, counsel or advice of their attorneys, to a division of all personal property acquired by either party prior to the marriage, or acquired by Plaintiff and/or Defendant during the marriage. Pursuant to an agreement between the parties, the terms and provisions of the personal property division have not been disclosed to either attorney. The non-disclosure of the terms and provisions of this personal property division by Defendant to his attorney is contrary to the advice of Defendant's attorney.

10. Plaintiff and Defendant shall each be solely responsible for the payment of all costs and attorneys fees that party incurred in the prosecution and/or defense of the divorce action.

11. Plaintiff and Defendant shall each pay 50% of indebtedness to Jay Marguiss with respect to the appraisal of the family home.

12. The parties acknowledge that this Agreement resolves all issues raised by the pleadings in their divorce action and that a decree of divorce may be entered by the Court consistent with the terms and provisions of this Agreement.

13. A material and critical provision of this Settlement Agreement is the desire of the parties to keep their financial affairs and the terms and provisions of this Agreement confidential. Accordingly, in order to obtain the benefits of this Agreement, the parties mutually agree and stipulate as follows:


- a. the telefax from Defendant's counsel dated November 27, 1996, transmitting a

proposed Order with a property schedule attached shall be removed from the Court file;

- b. The Order entered by the Court on November 27, 1996, which attached an itemization of property shall be removed from the Court file;
- c. two unexecuted Pre-trial Orders containing schedules of personal property shall be removed from the Court file;
- d. the Memorandum in Opposition to Plaintiff's Motion to Strike Pleadings and Enter Default or in the alternative to Preclude Defendant from Introducing Evidence, at Trial dated November 29, 1996, shall be removed from the Court file;
- e. a letter dated November 22, 1996, containing a schedule of personal property shall be removed from the Court file.

The parties further stipulate to the entry of an order that the Court file in the divorce action be sealed so that the contents thereof shall not be revealed to any person except upon an order of the Court after a showing of good cause wherein Plaintiff and Defendant shall have the right to be heard.

IN WITNESS WHEREOF, the parties have executed this Agreement in the state of Utah, on the date first above written.


Laurie L. Barnett, Plaintiff

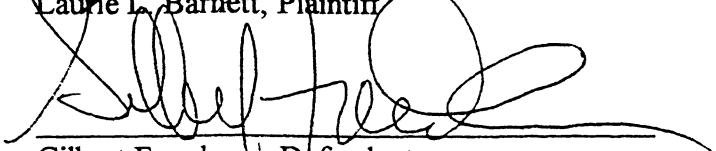

Gilbert Freedman, Defendant

EXHIBIT : 3

4TH DISTRICT CT - AF DEPT
UTAH COUNTY, STATE OF UTAH

LAURIE BARNETT vs. GILBERT FREEDMAN

SE NUMBER 990101236 Eviction

CURRENT ASSIGNED JUDGE
HOWARD H. MAETANI

PARTIES

Plaintiff - LAURIE BARNETT
8895 W BULL RIVER ROAD
LEHI, UT 84043
Represented by: RANDALL D LUND
Represented by: CLAYNE I COREY

Defendant - GILBERT FREEDMAN
8895 W BULL RIVER ROAD
LEHI, UT 84043
Represented by: GARY H. WEIGHT
Represented by: SCOTT E WILLIAMS

*Transferred
to Provo*

ACCOUNT SUMMARY

TOTAL REVENUE	Amount Due:	177.00
	Amount Paid:	177.00
	Credit:	0.00
	Balance:	0.00

REVENUE DETAIL - TYPE: COMPLAINT 0K-2K

	Amount Due:	37.00
	Amount Paid:	37.00
	Amount Credit:	0.00
	Balance:	0.00

REVENUE DETAIL - TYPE: COUNTER 10K-MORE

	Amount Due:	90.00
	Amount Paid:	90.00
	Amount Credit:	0.00
	Balance:	0.00

REVENUE DETAIL - TYPE: JURY DEMAND - CIVIL

	Amount Due:	50.00
	Amount Paid:	50.00
	Amount Credit:	0.00
	Balance:	0.00

CASE NUMBER 990101236 Eviction

Amount Due:	6.25
Amount Paid:	6.25
Amount Credit:	0.00
Balance:	0.00

CASE NOTE

PROCEEDINGS

07-01-99	Case filed by karenh	karenh
07-06-99	Judge MAETANI assigned.	karenh
07-06-99	Filed: Complaint 0-2K	karenh
07-06-99	Fee Account created	karenh
07-06-99	COMPLAINT 0K-2K	karenh
	Total Due: 37.00	
	Payment Received: 37.00	
	Note: Code Description: COMPLAINT 0K-2K	
07-20-99	Filed: Answer, Counterclaim and Jury Demand GILBERT FREEDMAN	jennig
07-20-99	Filed: Counter 10K-MORE	jennig
07-20-99	Filed: Demand Civil Jury	jennig
07-21-99	Fee Account created	jennig
07-21-99	Fee Account created	jennig
07-21-99	COUNTER 10K-MORE	jennig
	Total Due: 90.00	
	Total Due: 50.00	
	Payment Received: 90.00	
	Note: Code Description: COUNTER 10K-MORE; Code Description: DEMAND CIVIL JURY	
7-21-99	JURY DEMAND - CIVIL	jennig
7-28-99	Filed: Plaintiff's Response to Defendant's Counterclaim	jennig
7-28-99	Filed: Request for Trial Setting	jennig
7-30-99	Filed: Objection to Plaintiff's Request for Trial Setting and Motion to Transfer to Provo Department	jennig
7-30-99	Filed: Request for Hearing	jennig
8-06-99	Note: I called Mr. Moody's office to set this case for oral argument. Mr. Moody has withdrawn and Mr. Clayne Corey is now counsel for the plaintiff.	jennig
8-06-99	Notice - NOTICE for Case 990101236 ID 143650 ORAL ARGUMENT is scheduled. Date: 09/29/1999 Time: 09:00 a.m. Location: Courtroom 1 Fourth District Court 98 North Center American Fork, UT 84003 Before Judge: HOWARD H. MAETANI	jennig
3-06-99	ORAL ARGUMENT scheduled on September 29, 1999 at 09:00 AM in Courtroom 1 with Judge MAETANI.	jennig
3-11-99	Filed: Withdrawal of Counsel (J. Grant Moody for Laurie Barnett)	jennig
3-08-99	ORAL ARGUMENT Cancelled.	karenh

09-27-99 Minute Entry - RULING ON MOTION TO WITHDRAW AS COUNSEL jenr
Judge: MAETANI, HOWARD H.
Clerk: jennig
The court will allow Mr. Williams to withdraw as defense counsel.
Mr. Lund is to send the defendant Notice to Appoint Successor
Counsel. After the court receives the notice, Oral Argument will
be set. The Oral Argument scheduled for 9-29-99 is cancelled.

Judge MAETANI, HOWARD H.

09-30-99 Filed: Notice to Appoint Counsel or Apear jenni
10-06-99 Filed: Ruling on Motion to Withdraw as Counsel returned in
mail--no longer at this address. jillll
11-12-99 Notice - NOTICE for Case 990101236 ID 743495 jillll
ORAL ARGUMENT is scheduled.
Date: 12/07/1999
Time: 09:30 a.m.
Location: Courtroom 1
Fourth District Court
98 North Center
American Fork, UT 84003
Before Judge: HOWARD H. MAETANI
11-12-99 ORAL ARGUMENT scheduled on December 07, 1999 at 09:30 AM in
Courtroom 1 with Judge MAETANI. jillll
11-22-99 Filed: Notice of Oral Argument mailed to Gilbert Freedman at
8895 W Bull River Rd, Lehi, UT, returned in mail "Attempted,
not known" karenh
2-07-99 Minute Entry - Minutes for ORAL ARGUMENT jillll
Judge: HOWARD H. MAETANI
Clerk: jillll
PRESENT

Plaintiff's Attorney(s): RANDY LUND
Audio
Tape Number: 99190 Tape Count: 6609

HEARING

TAPE: 99190 COUNT: 6609
Judgment granted. Randy Lund will prepare Judgment.
2-15-99 Filed: ORDER AND JUDGMENT FILED, PULLED FOR JUDGE karenh
2-16-99 Filed order: Order and Judgment jillll
Judge hmaetani
Signed December 15, 1999

12-16-99 Judgment #1 Entered jilll
Debtor: GILBERT FREEDMAN
Creditor: LAURIE BARNETT
8,694.00 Total Judgment - Set aside
8,694.00 Judgment Grand Total
12-16-99 Filed judgment: Judgment on Pleading jilll
Judge hmaetani
Signed December 15, 1999
01-28-00 Filed: Answer jilll
GILBERT FREEDMAN
02-02-00 Notice - NOTICE for Case 990101236 ID 904854 jilll
LAW & MOTION is scheduled.
Date: 03/07/2000
Time: 09:30 a.m.
Before Judge: HOWARD H. MAETANI
02-02-00 LAW & MOTION scheduled on March 07, 2000 at 09:30 AM with Judge jilll
MAETANI. missie
03-02-00 Filed: Notice of appearance of counsel karren
03-07-00 Minute Entry - Minutes for Law & Motion
Judge: HOWARD H. MAETANI
Clerk: karrent
PRESENT

Plaintiff(s): LAURIE BARNETT
Defendant(s): GILBERT FREEDMAN
Plaintiff's Attorney(s): RANDY LUND
Defendant's Attorney(s): GARY WEIGHT
Audio
Tape Number: 0031 Tape Count: 1132

HEARING

Oral Argument: All parties present. Arguments heard. Judge sets aside default judgment. Case set for PTC on March 29, 2000 at 9:30 a.m. At PTC both parties need to convince Judge that this case shouldn't be a part of the divorce decree.

Defense counsel will prepare order to set aside default judgment. PRETRIAL CONFERENCE is scheduled.

Date: 03/29/2000

Time: 09:30 a.m.

Before Judge: HOWARD H. MAETANI

03-07-00 PRETRIAL CONFERENCE scheduled on March 29, 2000 at 09:30 AM with Judge MAETANI.

03-27-00 Filed: Order Setting Aside Default Judgment

3-29-00 Notice - NOTICE for Case 990101236 ID 931861

PRETRIAL CONFERENCE is scheduled.

karrent
karenh
jilll

Date: 05/23/2000

Time: 01:00 p.m.

Location: Courtroom 1

Fourth District Court

98 North Center

American Fork, UT 84003

before Judge HOWARD H. MAETANI

03-29-00 Minute Entry - Minutes for Pretrial Conference

jilll

Judge: HOWARD H. MAETANI

Clerk: jilll

PRESENT

Defendant(s): GILBERT FREEDMAN

Plaintiff's Attorney(s): RANDALL D LUND

Defendant's Attorney(s): GARY H. WEIGHT

Audio

Tape Number: 0046 Tape Count: 4962

HEARING

TAPE: 0046 COUNT: 4962

Defendant's attorney has 10 days to file Counterclaim &
Plaintiff's attorney has 10 days to respond. Case set for NJT
5/23/00

PRETRIAL CONFERENCE is scheduled.

Date: 05/23/2000

Time: 01:00 p.m.

Location: Courtroom 1

Fourth District Court

98 North Center

American Fork, UT 84003

before Judge HOWARD H. MAETANI

3-29-00 Filed order: Order Setting Aside Default Judgment

jilll

Judge hmaetani

Signed March 29, 2000

3-29-00 Judgment #1 Modified Disposition: Set aside

jilll

3-29-00 PRETRIAL CONFERENCE scheduled on May 23, 2000 at 01:00 PM in
Courtroom 1 with Judge MAETANI.

jilll

4-04-00 BENCH TRIAL scheduled on May 23, 2000 at 01:00 PM in Courtroom
1 with Judge MAETANI.

jilll

4-04-00 Notice - NOTICE for Case 990101236 ID 934358

jilll

BENCH TRIAL.

Date: 5/23/2000

Time: 01:00 p.m.

Location: Courtroom 1

Fourth District Court

98 North Center

American Fork, UT 84003

Before Judge: HOWARD H. MAETANI

The reason for the change is Correct calendar

04-04-00	PRETRIAL CONFERENCE Cancelled.	karre
	Reason: At the request of the Defendant.	
04-10-00	Filed: Certificate of Service by Mailing	karen
04-10-00	Filed: Amended Answer and Counterclaim	karen
04-14-00	Filed: Motion to Transfer	karen
04-28-00	Filed: Certificate of Service by Mailing	karen
05-19-00	Note: Gary Weight called, he will be making a motion to transfer case to Provo Court domestic div.	karre
05-22-00	BENCH TRIAL Cancelled.	karre
	Reason: At the request of the Defendant.	
05-26-00	Filed: Order Transferring Case to be signed	jilll
05-30-00	Filed order: Order Transferring Case	jilll
	Judge hmaetani	
	Signed May 30, 2000	

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

RECEIPT OF FILE

Receipt of the American Fork District Court Case No. 990101236
entitled: LAURIE BARNETT vs GILBERT FREEDMAN
is hereby acknowledged.

Date Received: 6/5/00
By: MARTA WHITTINGTON
Title: ADMIN ASSISTANT
Court: PRVO - 4TH DISTRICT COURT
New Case No.: 000401790

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.

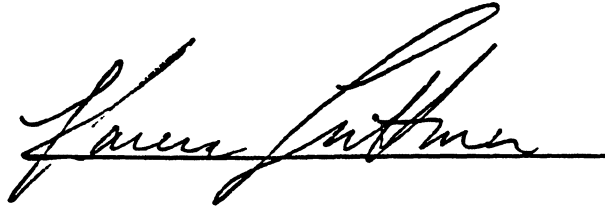
DATED this _____ day of December, 1999.

The Honorable Howard H. Maetani
Fourth District Court Judge

CERTIFICATE OF MAILING

On this 13 day of December, 1999, I deposited in the United States Mail,
postage prepaid, a true and correct copy of the foregoing Order and Judgment to the following:

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

A handwritten signature in cursive script, appearing to read "Karen L. Palmer", is written over a horizontal line.

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

BANK OF AMERICAN FORK

BANK OF AMERICAN FORK

CASHIERS CHECKS

GIVE TO HAYLIE

RESEARCH IMAGE REQUEST

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 form may require a lost instrument bond.

AVF 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 and 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

0552718552

06/03/99 1240000124
FIRST SECURITY OF UTAH
260 W CHARLES LINDBERG SLC
0773804845

05-13-00

0000 0000 0000

Haylie
David



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 BANK 820 DOLS 00 CTS

DOLLARS

PURCHASER Gil Freedman

CASHIER'S CHECK

jkh

By

AUTHORIZED SIGNATURE

⑈ 282998 ⑈ ⑆ 124300327 ⑆ 01012028400 ⑈

60

American Fork, Utah 84003-1626

56.2 I ADH

..UF
FORK

Nov 22 12 34 PM '53

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

✓ 1979

Jill Larsen
District Court Deputy Clerk

☐ Not Deliverable As Addressed
Unable to Forward

☐ Insufficient Address

☐ Moved, Left No Address
☐ Unclaimed

☒ Unclaimed ☐ Refused

☒ Attempted - Not Known
☐ No Such State

☐ No Such Street ☐ Not Known ☐ Vacant

☐ No Such Street ☐ No Such Number ☐ No Mail P.

☐ No Mail Receptacle

**GILBERT FREEDMAN
8865 W BULL RIVER RD
LEHI, UT 84043**

Route No. RR-2 Date 11-18
Carr./Initials MD

FOURTH DISTRICT COURT, STATE OF UTAH
UTAH COUNTY, AMERICAN FORK DEPARTMENT
LOG SHEET/MINUTE ENTRY

Laurie Barnett

Plaintiff

vs

Gilbert Freedman

Defendant

Randy Lund

Plaintiff Counsel

Case Number 990101236

Date 3-29-00

Judge HM

Clerk JL

Hearing PTC

Tape 0046

Gary Weight

Defense Counsel

4962 - DA would like to file Amended Counterclaim.
5100 - PA responds - refers to Divorce Decree.
5320 - DA refers to counterclaim.

Case Set for NJT

5624 - DA responds. Agreement was oral.

5732 - PA responds. Ownership interest.

5926 - DA - Agreement was month to month.

6051 - PA agrees w/ Judge.

6112 - PA responds. Divorce was contested.

6272 - DA - Judge Hansen

6292 - PA - Judicial economy. Parties cannot modify without an order.

6716 - PA

6756 - DA Counterclaim w/ home improvements.

← tape 0047 *

Tuesday:

~~May 23rd~~ May 23rd

Case Set for NJT

~~May 23rd~~ 2000 @ 1 pm

10 days to file Cclaim, 10 days to respond.

RECEIVED APR 10 2000

MAR 29 11 58 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

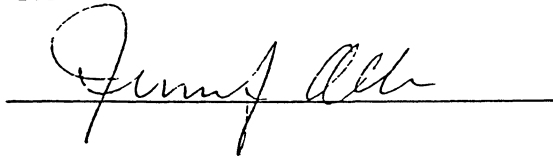
HOWARD H. MAETANI
District Court Judge

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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



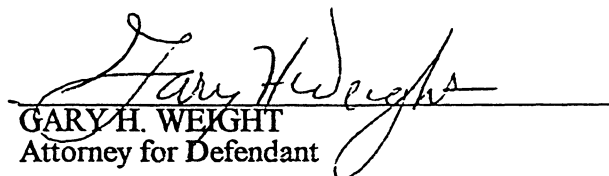
NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

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

FILED
Fourth Judicial District Court
of Utah County, State of Utah
4/4/01 Deputy
MW

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

LAURIE BARNETT, Plaintiff, vs. GILBERT FREEDMAN, Defendant.	NOTICE OF TRANSFER Case Number: 000401790 JUDGE: STEVEN L HANSEN DIV 7
---	---

Notice is given that the above-entitled matter is transferred to another division of the Fourth District Court in Provo, The Honorable Steven L. Hansen presiding. Any correspondence or pleadings should be directed to Judge Steven L Hansen, Division 7, at the Fourth District Court, 125 N 100 W, Provo UT 84601.

DATED this 4th day of April, 2001.


PAUL SHEFFIELD, Court Executive

cc: Gary H Weight, 43 E 200 N, PO Box L, Provo UT 84603
Clayne I Corey, Creekview Plaza, 948 E 7145 S Ste C-103, Salt Lake City UT 84047-1714

FILED
Fourth Judicial District Court
of Utah County, State of Utah

8-21-02 Deputy

1 CLAYNE I. COREY (No. 5847)
2 **COREY & ASSOCIATES**
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 *Attorney for Plaintiff*

9
10 **IN THE FOURTH JUDICIAL DISTRICT COURT**
11 **UTAH COUNTY, STATE OF UTAH**
12

13 **LAURIE BARNETT,**

14 **Plaintiff,**

15 **vs.**

16 **GILBERT FREEDMAN,**

17 **Defendant.**

18 **ORDER OF CONSOLIDATION**

19 **Case No. 954400884**
20 **Judge Steven L. Hansen**

21
22 This matter having come before the Court for hearing on June 21, 2001, Plaintiff being
23 present and represented by her attorney, Clayne I. Corey of the law firm of Corey & Associates LC.
24 and Defendant being present and represented by his attorney, Brian C. Harrison, and the Court
25 having heard the arguments of the parties, being fully advised therein, and having considered the
26 Stipulation of the parties;
27

28 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

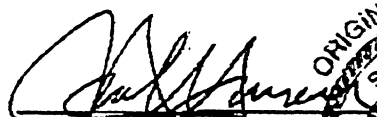
1. For purposes of these proceedings, the cases known as Civil No. 000401790, Fourth
Judicial District Court – Provo Department (Civil No. 990101236, as transferred from American
Fork Department to the Provo Department) will be consolidated into Civil No. 954400884, Fourth
Judicial District Court – Provo Department.

2. The issue of attorney's fees shall be reserved, in all matters, for further hearing.

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DATED this 21 day of August, 2002.

BY THE COURT:


Honorable Steven L. Hansen
District Court Judge



Approved as to form:

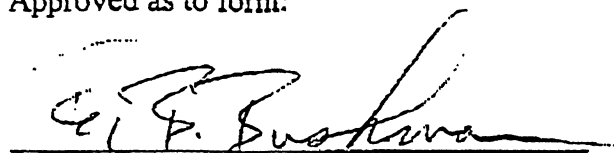

Rex B. Bushman

EXHIBIT: 4

Laurie and I purchased 1.602 acres of vacant land in Charleston, Utah, on Highway 189 across the road from Deer Creek Reservoir in about 1980.

The broker was Phil Mattingly at United Farm Bureau in Heber, Utah. The seller was Clyde Barraclough. We paid \$16,500, my \$12,500 and a 1979 Ford Pinto (value \$4,000). Laurie insisted that the lot be put in her name only. I had Western Paving Company pave the access and driveway and put in pipe posts on both sides and a chain across. I paid about \$1,000 for the job (see attached affidavit). I supplied the posts and chain.

After applying for a building permit and well permit, in the long waiting period I saw an ad in the Salt Lake Tribune for a large unfinished house on five acres in Lehi, Utah. We purchased the property from Murray First Thrift. Bob Sidwell, was the loan officer that I made this deal with.

In lieu of copies of checks, deeds, trust deeds, etc., removed by my ex-wife, Laurie Barnett from my two four-drawer Hon file cabinets and papers and documents Laurie wouldn't give me prior to our divorce, in spite of document requests etc., I submit the following:

In about April 1985, my brother Howard S. Freedman and myself, Gilbert Freedman, sold 3½ acres of land on the Ventura Freeway at the Hampshire offramp in the city of Thousand Oaks, California for one million dollars, to be paid in three annual payments and divided between my brother Howard and myself. The sale had been pending for several years.

The purchaser was "Willow Storage" Chaparral Land Co., Lionel Salen, Travers J. Grindall, and Duane Levy at 2660 Townsgate Road, West Lake Village, CA 91361. The purchase price was paid off as agreed. My father Irving H. Freedman purchased the land for my mother, my brother and myself in about 1968. I believe Laurie Barnett was about 12 years old, living in Clovis, California with her mother when the purchase took place. My mother later deeded her share to my brother and I.

I now have documents to prove the payment of \$500,000 to me from Chaparral Land Co. showing I paid for this home and property, not Laurie Barnett's family, who contributed nothing.

My mother also loaned and gave me money for part of the down payment on the Bull River property in November of 1981, as she did for my brother, Howard, for him to build his new home in the Country Club section of Salt Lake. The other part came from cash I saved from my weekly paycheck (see enclosed affidavit from Paul Allen). The seller was Murray First Thrift. The purchase price was \$182,500. As I remember, I put down almost \$100,000. Laurie didn't have any money and she certainly didn't get any money from her family, contrary to what she told Judge Hansen and Judge Howard and in her affidavits.

The only thing Laurie and I got was silver plate ice bucket, that had been repaired, from her mother. There was never any money given to us from Laurie's side of the family. I paid my mother back most of the money and she forgave part of it because of the care I gave her and my father prior to their passing away. Laurie seemed to think it would be a good idea to put the house and our lot in her name because of our age difference. I was 28 years older than her. I loved her so I did. At that time, she wasn't yelling, screaming, belittling and blackmailing me. It was all part of Laurie's plan of **setting me up** for the future.

I also paid for all the improvements to the property, pool, additions, etc. I have affidavits from some of the contractors. She may have written the checks, but it was my money.

The Bull River property is worth somewhere around a million dollars today with the added improvements and square footage.

I have been working for years, tracking down people. Some have passed away, moved and papers destroyed. It takes a lot of research to reproduce the papers that were taken. The lot in Charleston sat for years and around the time of our divorce, the people who owned the lot next to our lot contacted us. They wanted to trade a lot in Highland, Utah for ours. I spoke to them first, then Laurie made the deal; she kept me out of it.

Since Laurie and I had agreed between us to sell the Highland lot and split the proceeds, I made a sign and placed it on the property. I put both phone numbers on it, hers and mine (see attached photo). I answered several calls and spoke to Faye Munteer, the purchaser and arranged a meeting with Laurie. Faye owned the house next to the lot and needed extra ground because she had built too close to her property line. Laurie sold the lot, kept the money and wouldn't talk about it.

Laurie never took a deduction on our tax return for the real estate taxes on the Charleston lot, but paid the taxes out of a separate checking account. I should have realized she had plans of cheating me out of my share. I guess "love is blind."

KAHN, STERN, BLANEY & KITTRELL
ATTORNEYS AT LAW
EQUITABLE AIRPORT CENTER
8958 WEST CENTURY BOULEVARD
LOS ANGELES, CALIFORNIA 90045
776-5670

Attorneys for Roger C. Stern

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

Estate of	)	No. P-62232
IRVING H. FREEDMAN,)	
	)	ASSIGNMENT OF INTEREST IN ESTATE
Deceased.)	
_____)	

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned does hereby assign and transfer all of her right, title and interest in-and to the assets of the within entitled estate, in equal shares, share and share alike, to her sons, HOWARD FREEDMAN and GILBERT FREEDMAN, absolutely and forever.

Pursuant to the provisions of Section 1020.1 of the Probate Code of the State of California, the undersigned alleges that this Assignment is made pursuant to an estate plan entered into by me on or about December 29, 1978 upon advice of my counsel and my tax advisor. A copy of the document executed by me on that date is attached hereto and made a part hereof as fully as if set forth at length herein.

The real property described in said document was owned, in part, by the estate of the within named decedent as to an undivided 1/3rd interest, and was sold in the course of these probate proceedings. I have, since 1978, yearly

EQUITABLE AIRPORT CENTER
9000 WEST CENTURY BOULEVARD
LOS ANGELES, CALIFORNIA 90045
776-8870

1 executed the appropriate notices under the gift plan, and this Assignment is
2 a confirmation of that plan.

3 The assets of the estate on hand for distribution to me in the above
4 matter are cash and an undivided 1/3rd interest in a note secured by deed of
5 trust on the real property described in the attached copy of the gift plan.

6 DATED: August 20, 1985

7
8 Charlotte Freedman
9 CHARLOTTE FREEDMAN

10 On August 20, 1985, before me, the undersigned, a Notary Public in and
11 for the State of Utah, County of Grand Lake City, personally
12 appeared CHARLOTTE FREEDMAN, known personally to me to be the person whose name
13 is subscribed to this ASSIGNMENT OF INTEREST IN ESTATE, and acknowledged to me
14 that she executed the same of her own free will and volition, and upon the
15 advice of legal counsel.

16 WITNESS my hand and official seal on the day and year hereinabove first
17 written.

18
19 Laurie A. Anderson
20 NOTARY PUBLIC

21 Comm exp 6-11-88
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DO NOT DESTROY THIS NOTE: When paid, this note, with Deed of Trust securing same, must be surrendered to Trustee for cancellation, before reconveyance will be made.

INTEREST EXTRA

NOTE SECURED BY DEED OF TRUST

\$ 665,000.00 Los Angeles, California, August 14, 1985
In instalments as herein stated, for value received, I promise to pay to ROGER C. STERIL, Administrator CTA of the Estate of Irving H. Freedman, as to an undivided one-third (1/3) interest and CHARLOTTE FREEDMAN, a Widow as to an undivided one-third (1/3) interest and HOWARD S. FREEDMAN, an Unmarried Man, as to an undivided one-third (1/3) interest, as Tenants in Common, or order, at Salt Lake City, Utah the sum of SIX HUNDRED SIXTY FIVE THOUSAND AND NO/100 - - - - - DOLLARS, with interest from August 14, 1985 (See interest endorsement on reverse) on unpaid principal at the rate of twelve (12.000%) per cent per annum, payable quarterly beginning November 30, 1985; principal payable in instalments as follows:

INITIAL HERE 15
or more on the day of each month, beginning on the day of 1985
\$335,000.00 on August 30, 1986
and the balance of \$330,000.00 on August 30, 1987.

and including until said principal and interest have been paid.

Original
No L

Should interest not be paid when due it shall thereafter bear like interest as the principal shall such unpaid interest so compounded exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. The undersigned promises to pay costs of collection and reasonable attorney's fees whether or not suit is filed in case this note be not paid in accordance with its terms. Should default be made in the payment of any said instalments of principal or interest when due, then the whole sum of principal and interest shall become immediately due and payable.

Principal and interest payable in lawful money, of the United States of America. This note is secured by a Deed of Trust of even date herewith to SECURITY PACIFIC NATIONAL BANK, a National Banking Association.

1/2 Interest + Interest Paid in Full
Willbert Fred
Howard Freedman - Paid in full

WILLOW STORAGE, a California General Partnership

BY:

LIONEL SALIN, Managing General Partner

(SPACE BELOW FOR FILING STAMP ONLY)

KAHN, STERN, BLANEY & KITTRELL
ATTORNEYS AT LAW
EQUITABLE AIRPORT CENTER
8959 WEST CENTURY BOULEVARD
LOS ANGELES, CALIFORNIA 90045
776-5670

FILED

JAN 10 1986

Attorneys for Roger C. Stern, Administrator CTA RICHARD D. DEAN, County Clerk
By SHIRLEY BOSTON
Deputy County Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA

Estate of) Case Number: P 62232
)
IRVING H. FREEDMAN,) RECEIPT FOR DISTRIBUTION .
)
)
)
Deceased.)

The undersigned does hereby acknowledge receipt of
cash and/or other assets in the total value of \$ 40,942.95,
representing (1/2) one half of his distributive share of the
within entitled estate.

Dated: October , 1985.

Howard Freedman
HOWARD FREEDMAN

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KAHN, STERN, BLANEY & KITTRELL
ATTORNEYS AT LAW
EQUITABLE AIRPORT CENTER
5939 WEST CENTURY BOULEVARD
LOS ANGELES, CALIFORNIA 90045
778-5670

(SPACE BELOW FOR FILING STAMP ONLY)

FILED

JAN 10 1986

RICHARD D. DEAN, County Clerk

By Henry Bolton

Deputy County Clerk

Attorneys for Roger C. Stern, Administrator CTA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA


Estate of)
IRVING H. FREEDMAN,)
Deceased.)

Case Number: P 62232

RECEIPT FOR DISTRIBUTION

The undersigned does hereby acknowledge receipt of cash and/or other assets in the total value of \$ 40,942.95, representing (1/2) one half of his distributive share of the within entitled estate.

Dated: October 30, 1985.


GILBERT FREEDMAN

KAHN, STERN, BLANEY & KITTRELL
ATTORNEYS AT LAW
EQUITABLE AIRPORT CENTER
5959 WEST CENTURY BOULEVARD
LOS ANGELES, CALIFORNIA 90045
776-5670

FILED

OCT 28 1985

Attorneys for Roger C. Stern,
Administrator CTA

RICHARD D. DEAN, County Clerk

Mary Martinez
County Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

Estate of	)	No. P-62232
)	
IRVING H. FREEDMAN,	)	Hearing: October 4, 1985
	)	Department 42
Deceased.	)	10:00 AM
)	

ORDER SETTLING FIRST & FINA ACCOUNT AND REPORT OF THE ADMINISTRATOR CTA, FOR APPROVAL OF STATUTORY & EXTRA-ORDINARY ATTORNEYS' FEES, AND FOR DISTRIBUTION PURSUANT TO ASSIGNMENT OF INTEREST IN ESTATE, SUBJECT TO WITH-HOLDING OF TAX RESERVE PENDING RELEASE OF PERSONAL LIABILITY OF ESTATE REPRESENTATIVE

The account, report and petition of Roger C. Stern, as administrator with-will-annexed of the estate of the within named deceased, came on regularly for hearing on October 4, 1985 in Department 42 of the above entitled Court, the Honorable Joe Hadden, Judge presiding; and the Court, after examining the account and report and hearing the evidence, finds:

That all notices of the hearing of such petition have been given as required by law; that notice to creditors has been duly given; that a federal estate tax return has been filed and there is no federal estate tax due; that the statutory attorneys' fees should

1 be computed on the net income to the estate and should be based upc
2 \$321,294.60, and should be in the amount of \$7,625.89 and not as
3 prayed; that the balance of the allegations contained in said
4 petition are true, and that said account should be settled and
5 allowed as filed, and the petition granted.

6 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

7 That notice to creditors has been duly given as required by
8 law;

9 That the administrator CTA has in his possession, belonging
10 to the estate, after deducting the credits to which he is entitled,
11 a balance of \$321,294.60, of which \$99,628.27 is in cash, and the
12 remainder consists of the personal property hereinafter described,
13 and said account and report is hereby approved, allowed and settled
14 accordingly.

15 That from the cash on hand, the administrator is authorized
16 to pay to his attorneys, Kahn, Stern, Blaney & Kittrell, statutory
17 fees in the amount of \$7,625.89 and extraordinary fees in the amoun
18 of \$1,000.00.

19 That the administrator is authorize to withhold from distri-
20 bution a tax reserve of \$10,000.00 pending release of personal
21 liability for fiduciary income taxes, said funds to be kept in an
22 interest bearing account and to be then disbursed to the benefi-
23 ciaries hereinafter named as their interests appear.

24 That the residue of decedent's estate on hand for distributio
25 as hereinafter described, and all other assets of decedent or his
26 estate, whether herein described or not, shall be distributed in
27 equal shares, share and share alike, to HOWARD FREEDMAN and GILBERT
28 FREEDMAN.

DANN, SIERNY, BLANEY & NIKRELL
ATTORNEYS AT LAW
EQUITABLE AIRPORT CENTER
8959 WEST CENTURY BOULEVARD
LOS ANGELES, CALIFORNIA 90045
776-5670

1 That the assets of decedent's estate, so far as the same are
2 known, consist of the following:

3 Cash, as aforesaid;

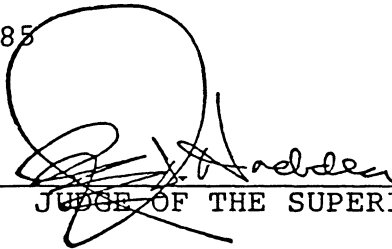
4 An undivided one-third interest in a promissory note in
5 the principal amount of \$665,000.00, secured by deed of
6 trust dated August 14, 1985, executed by Willow Storage,
7 a California general partnership, to ROGER C. STERN, as
8 administrator CTA of the estate of Irving H. Freedman,
9 as to an undivided one-third interest, CHARLOTTE FREEDMAN,
10 a widow, as to an undivided one-third interest, and
11 HOWARD S. FREEDMAN, an unmarried man, as to an undivided
12 one-third interest, as tenants in common; payable interest
13 at 12% per annum quarterly commencing November 30, 1985,
14 and principal payable as follows: \$335,000.00 on August
15 30, 1986 and \$330,000.00 on August 30, 1987.

16 Secured by Deed of Trust recorded August 30, 1985 as
17 Document # _____, Official Records of Ventura
18 County, California.

19 Balance ----- \$665,000.00

20
21 OCT 28 1985

22 DATED: October ____, 1985

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JUDGE OF THE SUPERIOR COURT

Order Number 4145948 escrow 708-4904-P

095015

RECORDING REQUESTED BY
RECORDING REQUESTED BY
CONTINENTAL LAND TITLE-81
WHEN RECORDED, PLEASE MAIL TO

RECORDED IN OFFICIAL RECORDS
OF VENTURA COUNTY, CALIFORNIA

AUG 30 1985 AT 8 A.M.
RICHARD D. DEAN, COUNTY RECORDER

Howard S. Freedman
2141 PEARLS LANE
SALT LAKE CITY, UTAH 84109

FEE
\$9

SPACE ABOVE THIS LINE FOR RECORDER'S USE S C

DEED OF TRUST and Assignment of Rents

THIS DEED OF TRUST, made this 14th day of August, 1985, BETWEEN

WILLOW STORAGE, a California General Partnership

c/o Chaparral Land Company, herein called TRUSTOR,
whose address is 2660 Townsgate Road, Suite 520, Westlake Village, California 91361
(Number and Street) (City) (State) (Zip Code)

SECURITY PACIFIC NATIONAL BANK, a National Banking Association, herein called Trustee

and ROGER C. STEIN, Administrator CTA of the Estate of Irving H. Freedman, as to an undivided one-third (1/3) interest and CHARLOTTE FREEDMAN, a widow, as to an undivided one-third (1/3) interest and HOWARD S. FREEDMAN, an Unmarried Man, as to an undivided one-third (1/3) interest, as Tenants in Common, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably GRANTS, TRANSFERS and ASSIGNS to TRUSTEE IN TRUST WITH POWER OF SALE, that property in Ventura County, California, described as:

A portion of Block 20 of Thousand Oaks Tract, in the City of Thousand Oaks, completely described on "EXHIBIT A", consisting on one (1) page, attached hereto and made a part hereof:

Trustor warrants the rents, issues, royalties and profits thereof, Subject HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, royalties and profits.

For the Purpose of Securing

(1.) Performance of each agreement of Trustor contained herein. (2.) Payment of the indebtedness evidenced by one promissory note of even date herewith in the principal sum of \$ 665,000.00 executed by Trustor and payable to Beneficiary or order, and extensions or renewals thereof.

A. To protect the security of this Deed of Trust, Trustor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to pay when due all claims for labor performed and materials furnished thereon; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not constitute or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustor; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, or in any action or proceeding instituted by Beneficiary or Trustee to protect or enforce the security of this Deed of Trust or the obligations secured hereby.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

5. Should Trustor fail to make any payment or to do any act as in this Subdivision A hereof provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

6. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate called for in the note secured hereby, or at seven per cent per annum, whichever is greater, and the repayment thereof shall be secured hereby.

093461 1-77" PM

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title therein, or purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of a full Reconveyance, Trustee may destroy said note and this Deed of Trust.
5. Trustor hereby absolutely assigns to Beneficiary during the continuance of these Trusts, all rents, issues, royalties and profits of the property affected by this Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable, save and excepting rents, issues, royalties and profits arising or accruing by reason of any oil, gas or mineral lease of said property. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, without taking possession of the property affected hereby, to collect all rents, issues, royalties and profits. Failure or discontinuance of Beneficiary at any time, or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed to, any such tenancy, lease or option.
6. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as then may be required by law following the recording of said notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustor shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in Paragraph A6; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
7. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed and its place of record, which, when recorded in the office of the County Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.
8. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
9. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
10. Any Trustor who is a married person hereby severally agrees that recourse may be had against his or her separate property, but without hereby creating any present lien or charge thereon, for any deficiency after sale of the property hereunder.
11. For any statement regarding the obligations secured hereby, Beneficiary may charge the maximum amount permitted by law at the time of the request therefor.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA, } SS.
COUNTY OF _____
On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____
_____, known to me
to be the person _____ whose name _____ subscribed to the within
instrument and acknowledged that _____ executed the same.
WITNESS my hand and official seal.

(Notary Public's Signature)

If executed by a Corporation the Corporation Form of Acknowledgments must be used.

WILLOW STORAGE, a California General Partnership

BY: _____
LORREL SALIN, Managing General Partner

095015

Do not place an opening side Deed of Trust OR THIS NOTE
which is secured. Both are to be delivered to the Trustee for
attention before reconveyance will be made.

Deed of Trust
AND ASSIGNMENT OF RENTS
WITH POWER OF SALE

SECURITY PACIFIC NATIONAL BANK
AS TRUSTEE

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

_____, 19____

To SECURITY PACIFIC NATIONAL BANK, Trustee:

The undersigned hereby certifies that he is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust; that said note, together with all such other indebtedness has been fully paid and satisfied; and requests and directs you, on payment of any sums owing to you under the terms of said Deed of Trust, to cancel said note and all other evidence of indebtedness delivered to you hereunder secured by said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

MAIL RECONVEYANCE TO:

Escrow No. 708-4904-P
January 7, 1985

"EXHIBIT A"

That portion of Block 20 of Thousand Oaks Tract, in the City of Thousand Oaks, County of Ventura, State of California, as per map recorded in Book 11, Page 13 of Maps in the office of the County Recorder of said County lying southerly and southwesterly of the southerly and southwesterly line of the land described in Parcel 1 in the deed to the State of California recorded September 18, 1964, as Document No. 66374 in Book 2629, Page 121. Official Records.

EXCEPT that portion thereof lying southwesterly of the northwesterly line of the land described in the deed to Robert C. Webb and Grace E. Webb, recorded September 11, 1963 as Document No. 53322 in Book 2390, Page 536, Official Records.

ALSO EXCEPT that portion thereof lying northwesterly of the following described line:

Beginning at a point in that certain course in the southerly line of the land described in Parcel 1 in the deed to the State of California, recorded September 18, 1964 as Document No. 66374 in Book 2629, Page 121, Official Records, recited as "S 51° 05' 05" E., East 578.00 feet", distant along said certain course south 51° 05' 05" East 394.21 feet from the northwesterly terminus thereof; thence,

1st: Southwesterly in a direct line to a point in that certain curve in the southerly boundary of said Block 20 shown on said map as having a radius of 79.91 feet, a central angle of 81° 53' and an arc length of 114.20 feet; distant northwesterly along said curve 48.00 feet from the southeasterly terminus thereof.



095015

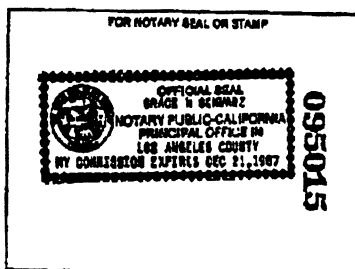
STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss

On August 15, 1985
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared
Lionel Salin

_____, personally, known to me (or
proved to me on the basis of satisfactory evidence) to be
the person _____ that executed the within instrument
on behalf of the partnership and acknowledged to me that
such partnership executed the same.

Signature Grace H. Schwarz
Grace H. Schwarz

WTC 086



(SPACE BELOW FOR FILING STAMP ONLY)

KAHN, STERN, BLANEY & KITTRELL
ATTORNEYS AT LAW
EQUITABLE AIRPORT CENTER
8989 WEST CENTURY BOULEVARD
LOS ANGELES, CALIFORNIA 90045
776-5670

Attorneys for Roger C. Stern

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

Estate of	)	No. P-62232
)	
IRVING H. FREEDMAN,	)	ASSIGNMENT OF INTEREST IN ESTATE
)	
Deceased.)	
_____)	

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned does hereby assign and transfer all of her right, title and interest in-and to the assets of the within entitled estate, in equal shares, share and share alike, to her sons, HOWARD FREEDMAN and GILBERT FREEDMAN, absolutely and forever.

Pursuant to the provisions of Section 1020.1 of the Probate Code of the State of California, the undersigned alleges that this Assignment is made pursuant to an estate plan entered into by me on or about December 29, 1978 upon advice of my counsel and my tax advisor. A copy of the document executed by me on that date is attached hereto and made a part hereof as fully as if set forth at length herein.

The real property described in said document was owned, in part, by the estate of the within named decedent as to an undivided 1/3rd interest, and was sold ~~in the~~ in the course of these probate proceedings. I have, since 1978, yearly

WILLIAM, STEVEN, BLANET & MIRELL
ATTORNEYS AT LAW
EQUITABLE AIRPORT CENTER
9888 WEST CENTURY BOULEVARD
LOS ANGELES, CALIFORNIA 90045
776-8670

1 executed the appropriate notices under the gift plan, and this Assignment is
2 a confirmation of that plan.

3 The assets of the estate on hand for distribution to me in the above
4 matter are cash and an undivided 1/3rd interest in a note secured by deed of
5 trust on the real property described in the attached copy of the gift plan.

6 DATED: August 20, 1985

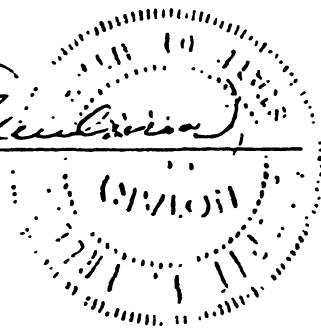
7
8 Charlotte Freedman
9 CHARLOTTE FREEDMAN

10 On August 20, 1985, before me, the undersigned, a Notary Public in and
11 for the State of Utah, County of Bold Park City, personally
12 appeared CHARLOTTE FREEDMAN, known personally to me to be the person whose name
13 is subscribed to this ASSIGNMENT OF INTEREST IN ESTATE, and acknowledged to me
14 that she executed the same of her own free will and volition, and upon the
15 advice of legal counsel.

16 WITNESS my hand and official seal on the day and year hereinabove first
17 written.

18
19 Laurel H. Guilford
20 NOTARY PUBLIC

21 Comm. exp. 6-11-88



DO NOT DESTROY THIS NOTE: When paid, this note, with Deed of Trust securing same, must be surrendered to Trustee for cancellation before reconveyance will be made.

INTEREST EXTRA

NOTE SECURED BY DEED OF TRUST

\$ 665,000.00 Los Angeles, California, August 14, 1985
In instalments as herein stated, for value received, I promise to pay to ROGER C. STERN, Administrator CTA of the Estate of Irving H. Freedman, as to an undivided one-third (1/3) interest and CHARLOTTE FREEDMAN, a Widow as to an undivided one-third (1/3) interest and HOWARD S. FREEDMAN, an Unmarried Man, as to an undivided one-third (1/3) interest, as Tenants in Common.
or order, at Salt Lake City, Utah
the sum of SIX HUNDRED SIXTY FIVE THOUSAND AND NO/100 - - - - - DOLLAR
with interest from August 14, 1985 (See interest endorsement on reverse) on unpaid principal at the rate of twelve (12.000%) per cent per annum, payable quarterly beginning November 30, 1985
; principal payable in instalments as follows:



or more on the day of each month, beginning on the day of 1985
\$335,000.00 on August 30, 1986
and the balance of \$330,000.00 on August 30, 1987.

and continuing until said principal and interest have been paid.

Original
No. 1

Should interest not be paid when due it shall thereafter bear like interest as the principal shall such unpaid interest so compounded exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. The undersigned promises to pay costs of collection and reasonable attorney's fees whether or not suit is filed in case this note be not paid in accordance with its terms. Should default be made in the payment of any said instalments of principal or interest when due, then the whole sum of principal and interest shall become immediately due and payable.

Principal and interest payable in lawful money, of the United States of America. This note is secured by a Deed of Trust of even date herewith to SECURITY PACIFIC NATIONAL BANK, a National Banking Association.

1/2 Interest + Interest Paid in Full
Gillbert Fred
Howard Freedman - Paid in full

WILLOW STORAGE, a California General Partners

BY:

LIONEL SALIN, Managing General Partner



31822 Village Center Road, Suite 103
Westlake Village, CA 91361
(818) 991-5484 (818) 991-0033

March 8, 1988

Reconveyance Department
Security Pacific National Bank
701 S. Western Avenue
Glendale, CA 91201

Re: Willow Storage Reconveyance

Dear Sirs:

Enclosed is the original deed of trust between Willow Storage and the Freedman's in which Security Pacific National is named as Trustee. The "Request for Full Reconveyance" has been signed by Freedman's and full title should now be vested to Willow Storage.

A copy of the "Assignment of Interest in Estate" which transfers the interest of Charlotte Freedman to her sons, Howard and Gilbert, is also enclosed.

A check in the amount of \$55.00 for recordation and reconveyance fees is also enclosed.

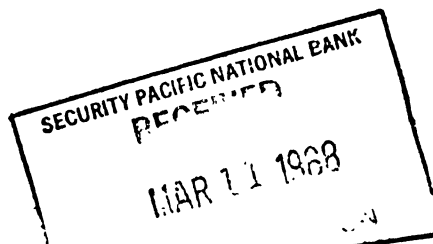
All documents should be sent to Willow Storage at this address.

If you have any further questions, please let me know.

Sincerely,


Shirley Cagle

enclosures (3)



WILLOW STORAGE

818-991-1470
31822 VILLAGE CENTER RD., STE. 103
WESTLAKE VILLAGE, CA 91361

No. 1323

90-3974-1222

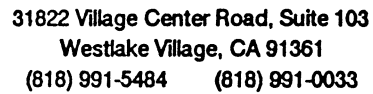
Y
THE
DER OF

Security Pacific National Bank

*We need
original note
2) signatures of
heres complete*

March 8 1988

\$55.00



Mr. Hamid Sattaur, Lead Reconveyance Specialist
Security Pacific National Bank
701 S. Western Avenue
Glendale, CA 91201


Shirley Cagle

04

June 12, 19999
Bountiful, Utah

Gil Freedman
Lehi, Utah

Dear Gil:

I think that retirement would be a lot more fun if I could continue to meet and work with great people like you and your managers at Starfire.

During my many years with Bank of Utah, as Vice President of Business Development, and as VP and Branch Manager at the Eagle Gate Branch, on three different occasions, I thrived on quality and personalized service for my commercial accounts. I therefore, got to know the owners and managers very well along with their different habits. As I recall, one of your memorable habits was to personally come into Eagle Gate on payday Fridays, and convert your paycheck to cash, and in larger bills only. When I was not there, my assistant manager Doug Poole was, and we talked about you often. Doug and I were a good team there from the late 70's through mid 80's.

Lots of luck and I wish to see you soon.

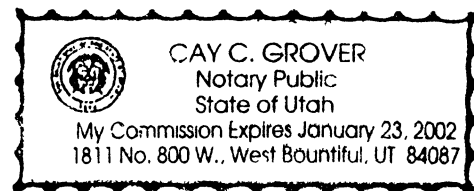
Sincerely



Paul R. Allen
1015 E. Deborah
Bountiful, Utah,

Subscribed and Sworn before me 2-16-00

Cay C Grover



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.

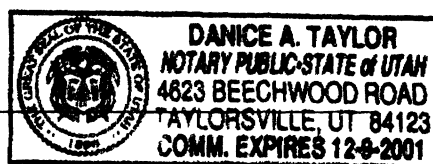
Signed Jaline T. Zoun
Jaline T. Zoun

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

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

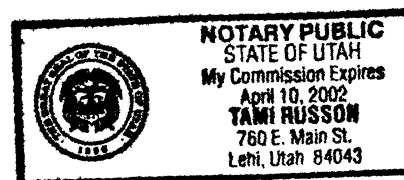


EXHIBIT : 5


April 21, 1995

Plaintiff Laurie Barnett Freedman filed a complaint for Divorce Civil #954400884.

June 19, 1995

Plaintiff Laurie Barnett Freedman asked Losee Jewelers, Provo, Utah to remove a **3.37 Carat Marquise Diamond** from a ring that Defendant Gilbert Freedman inherited from his mother Charlotte Freedman and replaced it with a **Cubic Zirconia**, a synthetic gemstone resembling a diamond. Losee appraised the value of the removed diamond at \$27,000. Plaintiff Laurie Barnett Freedman also brought other jewelry priced belonging to Gilbert Freedman for repairs and changes to Losee Jewelers prior to and after filing for divorce.

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



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.

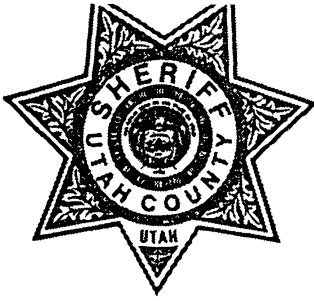
Sincerely;

Carol Frampton

Carol Frampton
Salesperson

Partial List of Jewelry and Furs Stolen by Laurie Barnett

- 1 Ballerina white gold pin with diamonds and precious stones approximately 3" x 2".
- 1 3.37 carat diamond platinum ring setting and 2 Baguettes (rectangular shaped diamonds). The main stone was perfect white. As I remember, the ring was appraised for \$25,000 in approximately 1975-1976 by Paul Oliver at OC Tanner Jewelers. Had a ring guard with 2-½ carat diamonds.
- 1 Pearl necklace. Cultured or possibly natural with silver clasp.
- 1 mother's original engagement ring
- 1 pair of pearl earrings to match above.
- 1 platinum wedding ring with row of diamonds
- 1 platinum plain wedding band
- 1 Waltham diamond ladies watch with diamond band.
- 1 gold Star of David with ½ carat diamond on gold chain (1st wedding anniversary gift from Laurie to Gil).
- Miscellaneous men's and ladies' jewelry that belonged to my mother and father.
- 1 Full length mink coat (back of skins have my mother's signature on each one of them)
- 1 ranch mink jacket
- 1 ranch mink stole
- 1 ranch mink



-- 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.

Gil Freedman
(Signature)

Carilyn Kusakabe
(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,

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 801-568-9770 (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)

Gilyn 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.

Screening Disposition

Filed _____ Declined ☒ Returned for Invest. _____ on 10/26/00.

To Appear On :

Warrant _____ Summons _____ In Custody _____

Released W/Date _____ for return on _____

Reason Declined: See attached letter

Further Investigation: _____

Victim/Witness Advocate Requested Yes _____ No _____

For these Victims/Witnesses _____

Restitution Information Requested Yes _____ No _____

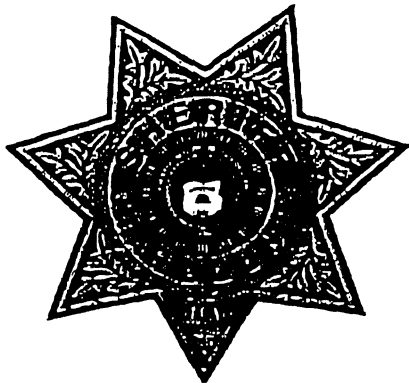
For these Victims/Witnesses _____

Victim/Witness Pamphlet Requested Yes _____ No _____

For these Victims/Witnesses _____

Juvenile Victim Notification Required Yes _____ No _____

Screening Attorney AT Assigned Attorney AT



UTAH COUNTY SHERIFF

JA

00-29

David R. Bateman, Sheriff
Craig Turner, Captain

FAX TRANSMISSION

Date:	<u>10-25</u>	Time:	<u>13:56</u>
Fax Number:	<u>370-8051</u>		
Attn:	<u>ANYONE - NEW CASE</u>		
Firm:	<u>COUNTY ATTORNEYS OFFICE</u>		
From:	<u>R. CASE</u>	Fax:	<u>343-4019</u>
Subject:	<u>LAURIE FREEDMAN BARNETT</u>		

Number of Pages including this Cover Page 20

If you did not receive all of the pages or find they are illegible,
please call or telefax back as soon as possible.

Additional Comments: SORRY, I THOUGHT I HAD
ALREADY SENT THIS!

**Utah County Attorney
Charge Information Sheet**

This is page TWO of a THREE page packet.

THERE ARE 1 TOTAL
COUNTS REQUESTED.

Use this form for all submissions to the County Attorney for prosecutions other than traffic.
If there are more than three charges, renumber additional pages.

Investigation Agency UTAH COUNTY SHERIFFS OFFICE
Date Submitted 09-22-2000 Arrest / Case Officer R. CASE
Agency Case # 417386 Court DISTRICT

Count One

Offense THEFT Date of Offense 09-01-1999
Category 2ND (3 degree, Class A, etc.) Utah Code Ann. 76-6-404 or
County Code _____ Victim GIL FREEDMAN
Location of Offense PROVO
Defendants LAURIE BARNETT
Bail / no bail is requested on defendants REQUEST RESTITUTION

Count Two

Offense _____ Date of Offense 09-01-1999
Category _____ (3 degree, Class A, etc.) Utah Code Ann. _____ or
County Code _____ Victim _____
Location of Offense PROVO
Defendants _____
Bail / no bail is requested on defendants _____

Count Three

Offense _____ Date of Offense 09-01-1999
Category _____ (3 degree, Class A, etc.) Utah Code Ann. _____ or
County Code _____ Victim _____
Location of Offense PROVO
Defendants _____
Bail / no bail is requested on defendants _____



UTAH COUNTY ATTORNEY'S OFFICE FELONY WITNESS SHEET

This is page THREE of a THREE page packet

							Essential	
Police Witnesses	Agency	ID No.	Code	Home Phone	Work Phone	Notes	PH	T
R. CASE	U.C.S.O.	A236	A		343-4-10		X	X
Other Witnesses	Address		Code	Home Phone	Work Phone	Notes	PH	T
GIL FREEDMAN	LEHL, UTAH		V				X	X

WITNESS TYPE: (enter in CODE section) B. Assisting Police Officer F. Other Witness 1. Complaining Police Officer 3. Eye Witness 5. Narcotic Chemist 7. Special Police Officer
 A. Arresting Police Officer O. Investigating Police Officer V. Victim 2. Complaining Witness 4. Other Lay Witness 6. Fingerprint Expert 8. Handwriting Expert 9. Other Expert

Physical Evidence (Stolen property, vehicle, weapons, etc.)

Description	Present Location	Chain of Evidence/Wit. #	Stolen	Recovered	Est. Value / Wit. #

UTAH COUNTY SHERIFF ARREST REPORT

Case No. 417386
Report No. 417386.1
Report Date: 9/20/00

UTAH COUNTY SHERIFF
Address 3075 N MAIN
CSZ SPANISH FORK, UT 84960
Phone No 801 343-4100
Name, Title

1

Page 1 of 2

Subject: 2399 - THEFT FREE TEXT

Case Report Status: I - IN PROCESS
Occurred On: 9/1/00 12:00:00 PM
(and Between)
Location: PROVO
Census/Geo Grid
Call Source

Vehicle Activity
Vehicle Travelling
@ Cross Street

Means
Other Means
Motive
Other Motives

Report Narrative: THEFT OF A DIAMOND FROM A RING VALUED AT APPROXIMATELY \$20,000.

Date Entered: 10/26/00 11:49:35 AM
Entered By: A236 - CASE, RICHARD
Date Verified
Verified By
Date Approved
Approved By
Connecting Cases
Disposition: ARREST
Clearance Reason
Date of Clearance
Reporting Agency: UTAH COUNTY SHERIFF
Division: INVESTIGATIONS
Notified

Reporting Officer:
A236 - CASE, RICHARD

Date/Time Submitted
Assisted By

Offense Detail: 2330 - ALL OTHER LARCENY

Offense Description: 2330 - ALL OTHER LARCENY
IBR Code: ALL OTHER LARCENY
IBR Group: A
Crime Against: PR
Using
Criminal Activity
Weapons/Force

Location: RESIDENCE/HOME
Offense Completed?: YES
Hate/Bias: NONE (NO BIAS)
Hate/Affiliation
Domestic Violence: NO

No. Prem. Entered
Entry Method
Type Security
Tools Used

Arrestee A1: BARNETT, LAURIE

Arrestee Number: A1
Name: BARNETT, LAURIE
AKA: FREEDMAN, LAURIE
Alert(s)
Address: 8895 W BULLRIVER RD
CSZ: LEHI, UT
Home Phone
Work Phone

DOB: 8/5/64
Age: 48
Sex: FEMALE
Race: WHITE
Ethnicity: NOT OF HISPANIC ORIGIN
HT
WT
Eye Color
Hair Color
Hair Style
Hair Length
Facial Hair
Skin
Build
Teeth

Place of Birth
SSN
DLN
DLN State
DLN Country
Occupation/Grade
Employer/School
Res. Country: UTAH
Res. Country: UNITED STATES OF AMERICA
Resident Status: RESIDENT

Scars/Marks/Tattoos
Modus Operandi
Other MO
Altire
Habitual Offender
Status

Arrest No.: 1
Arrest Type: SUMMONED/CITED
FBI No.
State No.
Armed With: 01 - UNARMED
Multi. Clearance: NOT APPLICABLE
Prev. Suspect No.
Notified

Arrested For: 2330 - ALL OTHER LARCENY
Fingerprints
Photos
Miranda Read
Miranda Waived
Number of Warrants
Juvenile Disposition
Adult Present

Arrested On: 9/20/00
Arrest Location
Booked On
Booked Location
Released Location
Released On
Held For

**INVESTIGATION REPORT
UTAH COUNTY SHERIFF'S OFFICE**

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.

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

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 do 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 do 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.



-- 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 801-568-9772 (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.

Gil Freedman
(Signature)

Girilyn Kusakabe
(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 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 --

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Address : PO Box 250 Time : 3:15
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Phone : Home 801-568-9770 (msg) Work 801-699-1330 (cell) Page 3 of 3
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Gil Freedman
(Signature)

Carolyn 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.



-- Utah County Sheriff --

VOLUNTARY STATEMENT

Name : Gil Freedman D.O.B. 12/23/26 Date : 2/29/00
Address : PO Box 250 Time : 1:00
City : Lehi State : Utah Case # : _____
Phone : Home 801-568-9772 (msg.) Work 801-699-1330 (cell) Page 1 of 3
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-- Utah County Sheriff --

VOLUNTARY STATEMENT

Name : Gil Freedman D.O.B. 12/23/24 Date : 2/29/00
Address : PO Box 250 Time : 1:00
City : Lehi State : Utah Case # : _____
Phone : Home 801-568-9772 (msg) Work 801-699-1330 (cell) Page 3 of 3

Circle One : Principal Witness Suspect Victim

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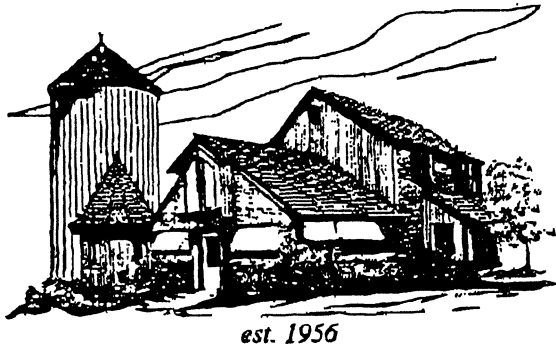
Gil Freedman
(Signature)

Ashlyn Kusakabe
(Witness)

I contacted Utah County Sheriff's Dept. Detective Richard Case concerning the theft of the diamond and a list of jewelry (from memory) that Laurie kept in about January 2000. I'm not great at remembering dates. I am also turning over to Detective Case, several copies (not altered) of recordings of telephone conversation I had 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 Dave" on gold chain with a 1/2 carat diamond that she gave to me on our first anniversary in 1977.

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LOSEE

Jewelers

COTTON TREE SQUARE

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".

Carol Frampton .
Salesperson

6/14/00

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
Losee Jewelers June 19, 1995

(After she filed for divorce.)

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

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

Thank you,

Gil Friedman

Jewelry Repair

ALARD & LOSEE JEWELERS

Only In Cottonwood Square

2230 No. University Pkwy., #3
Provo, UT 84604

1391

(801) 373-1000

Name Leri Friedman Date 6-12

Address _____

City _____ State _____ Zip _____

Phone: Bus 226-7131 Res 7131 Rec. By _____

Description & Customer's Stated Value _____

_____ \$ 26.00
_____ \$ BSK
_____ \$ _____

Instructions: _____

Please put my diamond
& 2 bags & replace
with 10 carats the
exact size

Please weigh

Est. Cost \$ La Die Est. Da Date 6-19

I agree that the above items and description of the items listed above are correct, and I accept the following terms and conditions: This store, including its employees, accepts no responsibility for condition or identification of jewelry or stones upon receipt. Items are submitted to this store for repair only and this store will not act as an insurer of the items listed above. Responsibility for loss, theft, or damage is accepted by this store only when due to their negligence. Any damage or loss due to this store's negligence will be limited to the cost to repair or replace the items and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$7500.

Customer's Signature _____

REPAIR / 1-800-543-4264 FORM 111

91300

3.37 ct

Usa. / K,

excellent cut

27,000⁰⁰ Retail

UTAH COUNTY ATTORNEY SUSPECT FACT SHEET

THIS IS PAGE ONE OF A THREE PAGE PACKET

Use this form for all submissions to the County Attorney for prosecutions other than traffic. If there are more than three defendants, renumber additional pages.

THERE ARE 1 TOTAL

DEFENDANTS IN THIS CASE

Complete All Boxes

DEFENDANT ONE

Name LAURIE BARNETT DOB 06-05-54

Aliases _____ Sex FEMALE

Address 8895 WEST BULLRIVER

Street _____

LEHI UTAH 84043

City State Zip

FOR THIS DEFENDANT	
Warrant (affidavit attached)	<input type="checkbox"/>
In Custody	<input type="checkbox"/>
Summons	<input type="checkbox"/>
(Check One of Above)	
Criminal History Is:	
Attached	<input type="checkbox"/>
Negative	<input type="checkbox"/>
(One Must be checked)	
Bail/no bail requested at:	
\$ <u>X</u>	
Bail Justification attached	<input type="checkbox"/>

DEFENDANT TWO

Name _____ DOB _____

Aliases _____ Sex _____

Address _____

Street _____

City State Zip

FOR THIS DEFENDANT	
Warrant (affidavit attached)	<input type="checkbox"/>
In Custody	<input type="checkbox"/>
Summons	<input type="checkbox"/>
(Check One of Above)	
Criminal History Is:	
Attached	<input type="checkbox"/>
Negative	<input type="checkbox"/>
(One Must be checked)	
Bail/no bail requested at:	
\$ _____	
Bail Justification	<input type="checkbox"/>

DEFENDANT THREE

Name _____ DOB _____

Aliases _____ Sex _____

Address _____

Street _____

City State Zip

FOR THIS DEFENDANT	
Warrant (affidavit attached)	<input type="checkbox"/>
In Custody	<input type="checkbox"/>
Summons	<input type="checkbox"/>
(Check One of Above)	
Criminal History Is:	
Attached	<input type="checkbox"/>
Negative	<input type="checkbox"/>
(One Must be checked)	
Bail/no bail requested at:	
\$ _____	
Bail Justification attached	<input type="checkbox"/>

JT AH COUNTY SHERIFF ARREST REPORT

Case No. 417386
Report No. 417386.1
Report Date: 9/20/00

UTAH COUNTY SHERIFF
Address 3075 N MAIN
CSZ SPANISH FORK, UT 84660
Phone No 801 343-4100
Name, Title

2

Page 2 of 2

Arrest Notes SUSPECT IN THEFT OF STONE FROM RING

ictim V1: FREEDMAN, GIL

Victim Code	V1	Victim Of	2330 - ALL OTHER LARCENY	
Victim Type	INDIVIDUAL			
Name	FREEDMAN, GIL	DOB	12/23/26	Place of Birth
AKA		Age	00	88N
Alert(s)		Sex	MALE	DLN
Address	PO BOX 250	Race	WHITE	DLN State
CSZ	LEHI, UT	Ethnicity	NOT OF HISPANIC ORIGIN	DLN Country
		Ht.		Occupation/Grade
Home Phone		Wt.		Employer/School
Work Phone		Eye Color		Res. Country
		Hair Color		Res. Country
Attire		Facial Hair		Resident Status
Injury		Skin		Testify
Circumstances				UTAH UNITED STATES OF AMERICA RESIDENT YES

Law Enforcement Officer Killed or Assaulted Information	Type Assignment Activity
--	--------------------------------

Justifiable Homicide Circumstances

Victim Offender Relationships

Offender Relationship

Victim Notes VICTIM OF THEFT.

Property Description Item 1: 2603 - LOOSE GEMSTONE - DIAMOND, RUBY, EMERALD - 3.37 CARROT DIAMOND

Item No.	1
Property Category	2603 - LOOSE GEMSTONE - DIAMOND, RUBY, EMERALD
IBR Type	JEWELRY/PRECIOUS METALS
UCR Type	JEWELRY & PRECIOUS METALS
Status	STOLEN/ETC. (BRIBED/DEFRAUDED/EMBEZZLED/RANSOMED/ETC)
Count	1
Value	27000
Manufacturer	
Model	
Serial No.	
License No.	
Color/Description	3.37 CARROT DIAMOND
Recovered Date	
Owner	V1 - FREEDMAN, GIL
Disposition	
Evidence Tag	
Alert(s)	

Drug Type
Drug Quantity
Drug Measure

Property Notes DIAMOND REMOVED FROM SETTING AND REPLACED WITH CUBIC ZIRCONIA.

G-6/27/95

DIAMONDS TIMEPIECES LLADRO PEARLS GIFTS

ALARD & LOSEE

JEWELERS

CASH ☐
M/C VISA ☐
DISCOVER ☐
AM EXP ☐
L/W ☐

PHONE

2230 NORTH UNIVERSITY PARKWAY TOWER
PROVO, UTAH 84064
373-1000

FULL NAME

Lori Friedman

PHONE

CURRENT ADDRESS

CITY STATE

ZIP

AGE

SOCIAL SECURITY NUMBER

DATE

June 27 95

AMOUNT

PARENTS HOME ADDRESS

CITY:

STATE:

PHONE:

ZIP:

PARENTS NAME

CUSTOMER'S EMPLOYER:

HOW LONG EMPLOYED

MONTHLY SALARY

PREVIOUS EMPLOYER:

HOW LONG:

ITEM

Repair

MFG

#

CODES

STONE SIZE

PACKAGE CODE:

COLOR

KT:

MELE:

HER SIZE:

R.H.

L.H.

HIS SIZE:

R.H.

L.H.

SPECIAL INSTRUCTIONS:

CREDIT REF:

FIANCE NAME

CURRENT ADDRESS:

CITY:

STATE:

PHONE:

ZIP:

PARENTS HOME ADDRESS:

CITY:

STATE:

PHONE:

ZIP:

PARENTS NAME:

APPRAISAL

SALESPERSON:

IT IS CUSTOMARY THAT A
PAYMENT BE MADE EVERY
30 DAYS

LAST BALANCE IS
AMOUNT DUE UNLESS
OTHERWISE INDICATED.

Thank You

ORDER #
MOSE LOC
REC
DATE OF CUST NOTIFICATION

26.00

1.59

27.59

27.59

27.59

27.59

26.00

Card

Jewelry Repair

ALARD & LOSEE JEWELERS
Only in Cottonwood Square

2230 No. University Pkwy., #3
Provo, UT 84604

1391

(801) 373-1000

Name Lori Friedman Date 6-12

Address _____

City _____ State _____ Zip _____

Phone: Bus 226-7131 Res Blank Rec. By _____

Description & Customer's Stated Value:

26.00 \$ BS/K
\$
\$

Instructions: _____

Please pull my diamond
& 2 bags & replace
with 10.0.2.1's 1 the
product sized
return to me

Please Welch

Est. Cost \$ La Dia Est. Ba. Date 6-19

I agree that the appraised value and description of the items listed above are correct, and I accept the following terms and conditions: This store, including its employees, accepts no responsibility for condition or identification of jewelry or stones upon receipt. Items are submitted to this store for repair only and this store will not serve as an insurer of the items listed above. Responsibility for loss, theft, or damage is accepted by this store only when due to their negligence. Any damage or loss due to this store's negligence will be limited to the cost to repair or replace the items and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$7500.

Customer's Signature _____

WARRANT / 1-800-543-4264

FORM 111

91300

3.37 ct.

Us2 / K.

excellent cut

29,000⁰⁰ Retail

Jewelry Repair

LOSEE
Jewelers

Only In CottonTree Square

2230 North University Parkway #3

Provo, UT 84604

(801) 373-1000

Kwin
9025

Name Laurie Barnett Date 5/2/98

Address _____

City _____ State _____ Zip _____

Phone: Bus _____ Res 993-2657 Rec. By Mike

Description & Customer's Stated Value: _____

Car Rings \$ _____
\$ _____
\$ _____

Instructions: _____

lighten posts

Est. Cost \$ N/A Est. Del. Date 5/18/98

I agree that the approximate values and description of the items listed above are correct, and I accept the following terms and conditions: This store, including its employees, accepts no responsibility for condition or identification of jewelry or stones upon receipt. Items are submitted to this store for repair only and this store will not act as an insurer of the items listed above. Responsibility for loss, theft, or damage is accepted by this store only when due to their negligence. Any damage or loss due to this store's negligence will be limited to the cost to repair or replace the items and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$75.00.

Customer's
Signature

IMPACT / 1-800-543-4284

FORM 119

Jewelry Repair

LOSEE
Jewelers

Only In CottonTree Square

2230 North University Parkway #3

Provo, UT 84604

(801) 373-1000

Kwin
7934

12-20-97

Name Laurie Barnett Date _____

Address _____

City _____ State _____ Zip _____

Phone: Bus _____ Res _____ Rec. By OK

Description & Customer's Stated Value: _____

Gold car rings \$ _____
\$ _____
\$ _____

Instructions: _____

Fix spring on earring. One of OK has spring but straighten post. After one the spring is so tight it hurts her ear.

Est. Cost \$ _____ Est. Del. Date 12-30-97

I agree that the approximate values and description of the items listed above are correct, and I accept the following terms and conditions: This store, including its employees, accepts no responsibility for condition or identification of jewelry or stones upon receipt. Items are submitted to this store for repair only and this store will not act as an insurer of the items listed above. Responsibility for loss, theft, or damage is accepted by this store only when due to their negligence. Any damage or loss due to this store's negligence will be limited to the cost to repair or replace the items and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$75.00.

Customer's
Signature

IMPACT / 1-800-543-4284

FORM 119

Jewelry Repair

LOSEE
Jewelers

7670

Only In CottonTree Square
2230 North University Parkway #3
Provo, UT 84604
(801) 373-1000

Name Laurie Barnett Date 12-9

Address _____

City _____ State _____ Zip _____

Phone: Bus _____ Res 273-2657 Rec. By _____

Description & Customer's Stated Value: Carrot

\$ _____

Instructions: Battery

Est. Cost \$ 50⁰⁰ Est. Del. Date 12-9

I agree that the approximate values and description of the items listed above are correct, and I accept the following terms and conditions: This store, including its employees, accepts no responsibility for condition or identification of jewelry or stones upon receipt. Items are submitted to this store for repair only and this store will not act as an insurer of the items listed above. Responsibility for loss, theft, or damage is accepted by this store only when due to their negligence. Any damage or loss due to this store's negligence will be limited to the cost to repair or replace the items and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$75.00.

Customer's Signature _____

IMPACT 1-800-843-4224

Form 111

Jewelry Repair

LOSEE
Jewelers

Kelli 767

Only In CottonTree Square
2230 North University Parkway #3
Provo, UT 84604
(801) 373-1000

Name Laurie Barnett Date 12-9

Address _____

City _____ State _____ Zip _____

Phone: Bus _____ Res _____ Rec. By _____

Description & Customer's Stated Value: Carrot

\$ _____

Red Band Ring

Instructions: DRK

Size 7 1/2 5

Est. Cost \$ 10⁰⁰ Est. Del. Date 12-9

I agree that the approximate values and description of the items listed above are correct, and I accept the following terms and conditions: This store, including its employees, accepts no responsibility for condition or identification of jewelry or stones upon receipt. Items are submitted to this store for repair only and this store will not act as an insurer of the items listed above. Responsibility for loss, theft, or damage is accepted by this store only when due to their negligence. Any damage or loss due to this store's negligence will be limited to the cost to repair or replace the items and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$75.00.

Customer's Signature _____

IMPACT 1-800-843-4224

Form 11

Jewelry Repair

LOSEE

Jewelers

Only In CottonTree Square

2230 North University Parkway #3
Provo, UT 84604
(801) 373-1000

7674

Name Laure Barnett Date 2-7

Address _____

City _____ State _____ Zip _____

Phone: Bus _____ Res _____ Rec. By _____

Description & Customer's Stated Value: _____

w/e Dia Band _____ FKK

Instructions: _____

Size to 5

Est. Cost \$ _____

Est. Del. Date 2-14

I agree that the approximate values and description of the items listed above are correct, and I accept the following terms and conditions: That store, including its employees, accepts no responsibility for condition or identification of jewelry or items upon receipt. Items are submitted to this store for repair only and the store will not act as an insurer of the items listed above. Responsibility for loss, theft, or damage is accepted by this store only when due to their negligence. Any damage or loss due to this store's negligence will be limited to the cost to repair or replace the items and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$75.00.

Customer's Signature _____

IMPACT 11-23-93-1000-1

Form 111

Jewelry Repair

LOSEE

Jewelers

Only In CottonTree Square

2230 North University Parkway #3
Provo, UT 84604
(801) 373-1000

7004

Name Laure Barnett Date 2-7

Address _____

City _____ State _____ Zip _____

Phone: Bus _____ Res _____ Rec. By _____

Description & Customer's Stated Value: _____

Bracelet _____ WKK

Instructions: _____

please solder

Est. Cost \$ _____

Est. Del. Date 2-14

I agree that the approximate values and description of the items listed above are correct, and I accept the following terms and conditions: That store, including its employees, accepts no responsibility for condition or identification of jewelry or items upon receipt. Items are submitted to this store for repair only and the store will not act as an insurer of the items listed above. Responsibility for loss, theft, or damage is accepted by this store only when due to their negligence. Any damage or loss due to this store's negligence will be limited to the cost to repair or replace the items and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$75.00.

Customer's Signature _____

IMPACT 11-23-93-1000-1

Form 111

Jewelry Repair

LOSEE

Jewelers

Only In Cotton Tree Square
2230 North University Parkway #3
Provo, UT 84604
(801) 373-1000

7671

Maury

Name Laurie Parrett Date 12-7

Address _____

City _____

State _____

Zip _____

Phone: Bus _____

Res _____

Rec. By _____

Description & Customer's Stated Value: _____

2 part Strands

Instructions: _____

1 restring

Est. Cost \$ 30.00

Est. Del. Date 12-14

I agree that the above values and description of the items listed are correct, and I accept the foregoing terms and conditions. This store, its employees, accepts no responsibility for condition or identification of jewelry or stones upon receipt. Items are not added to this store for repair only and this store acts as an insurer of the items listed above. Responsibility for loss, theft, or damage is accepted by the store and is limited to the cost to repair or replace the items and to the store's negligence will be limited to the cost to repair or replace the items and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$75.00.

Customer's Signature _____

IMPACT 1-800-830-0341

6-84-111

Jewelry Repair

LOSEE

Jewelers

Only In Cotton Tree Square
2230 North University Parkway #3
Provo, UT 84604
(801) 373-1000

7671

Maury

Name Laurie Parrett Date 12-7

Address _____

City _____

State _____

Zip _____

Phone: Bus _____

Res _____

Rec. By _____

Description & Customer's Stated Value: _____

w/ 14k Band

Instructions: _____

Can you size this to a 5 7/8

Est. Cost \$ _____

Est. Del. Date 12-1

I agree that the above values and description of the items listed are correct, and I accept the foregoing terms and conditions. This store, its employees, accepts no responsibility for condition or identification of jewelry upon receipt. Items are not added to this store for repair only and this store acts as an insurer of the items listed above. Responsibility for loss, theft, or damage is accepted by the store and is limited to the cost to repair or replace the items and to the store's negligence will be limited to the cost to repair or replace the items and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$75.00.

Customer's Signature _____

IMPACT 1-800-830-0341

6-84-111

PRINTED SYSTEMS DIVISION
800-525-1235

DATE PROMISED

11-4-94

ALARD & LOSEE JEWELERS

2230 NORTH UNIVERSITY PARKWAY
PROVO, UT 84804
(801) 373-1000

001101

Received of Name Laurie Freedman

Address _____

City & State _____ Zip _____

Phone 226-7131 Date Received 10-31-94

ARTICLES & CUSTOMER ESTIMATED VALUE*

_____ \$ _____

_____ \$ _____

_____ \$ _____

INSTRUCTIONS Size suby ring to a

(5) loosen two pairs of

earrings enclosed they fit

to tight

ESTIMATE OKK SALESPERSON Robert CHARGES 14.00

The description and values* of articles listed above is correct to the best of my knowledge. In accepting these articles

it is understood that this store and any of its employees is not responsible for identification or condition of stones or

jewelry at the time of receipt. This store accepts the articles listed above solely for the purpose of repair and does not

act as insurer of these articles. This store is not responsible for loss, damage or theft of these articles unless due to

its own negligence. Any damage or loss due to its negligence will be limited to the actual cost to repair or replace the

item(s) and is not to exceed the value stated above.

*When no value is listed it will be assumed that the value is less than \$50.00.

CUSTOMER SIGNATURE _____ DATE _____

I have received and inspected the above listed article(s). The work performed is to my satisfaction and the article(s) are in

good order.

CUSTOMER SIGNATURE _____ DATE _____

FORM 1227R2

PRINTED SYSTEMS DIVISION
800-525-1235

DATE PROMISED

11-1-94

ALARD & LOSEE JEWELERS

2230 NORTH UNIVERSITY PARKWAY
PROVO, UT 84804
(801) 373-1000

001139

Received of Name Laurie Freedman

Address _____

City & State _____ Zip _____

Phone 226-7131 Date Received 10-31-94

ARTICLES & CUSTOMER ESTIMATED VALUE*

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

INSTRUCTIONS Size to a 5 1/4

add gold to thicken

shank instead of sizing

down - We dont want to lose

ESTIMATE OKK SALESPERSON Robert CHARGES 10.00

The description and values* of articles listed above is correct to the best of my knowledge. In accepting these articles

it is understood that this store and any of its employees is not responsible for identification or condition of stones or

jewelry at the time of receipt. This store accepts the articles listed above solely for the purpose of repair and does not

act as insurer of these articles. This store is not responsible for loss, damage or theft of these articles unless due to

its own negligence. Any damage or loss due to its negligence will be limited to the actual cost to repair or replace the

item(s) and is not to exceed the value stated above.

*When no value is listed it will be assumed that the value is less than \$50.00.

CUSTOMER SIGNATURE _____ DATE _____

I have received and inspected the above listed article(s). The work performed is to my satisfaction and the article(s) are in

good order.

CUSTOMER SIGNATURE _____ DATE _____

FORM 1227R2

LOSTIE Jewelers

Only In Cotton Tree Square
2230 North University Parkway #3
Provo, UT 84604
(801) 373-1000

Name: LAURIE BARNETT Date: 12-9
Address: _____
City: _____ State: _____ Zip: _____

Phone: Bus _____ Res: 2132657 Rec. By: _____
Description & Customer's Stated Value: _____

W/ Gold Watch \$ _____
Walsh

Instructions: Give est to
make Han with a
new white Dial and
without

Est. Cost: \$170 Est. Del. Date: Carol

Values and description of the items listed above are for informational purposes only and do not constitute an offer of insurance. This store, including its employees, is not responsible for the loss, theft, or damage to any item listed above. Responsibility for the loss, theft, or damage to any item listed above shall remain with the customer. Any damage or loss to the store's property will be limited to the cost to repair or replace the item and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$750.

Customer's Signature: _____
Date: _____

LOSTIE Jewelers

Only In Cotton Tree Square
2230 North University Parkway #3
Provo, UT 84604
(801) 373-1000

Name: LAURIE BARNETT Date: 12-9
Address: _____
City: _____ State: _____ Zip: _____

Phone: Bus _____ Res: 2132657 Rec. By: _____
Description & Customer's Stated Value: _____

gold ear \$ _____

Instructions: make into pierced
Kevin the entire
earring needs to. FSK
be pierced with
oo Phalcs

Est. Cost: 46.00 Est. Del. Date: 12-14

Carol

Values and description of the items listed above are for informational purposes only and do not constitute an offer of insurance. This store, including its employees, is not responsible for the loss, theft, or damage to any item listed above. Responsibility for the loss, theft, or damage to any item listed above shall remain with the customer. Any damage or loss to the store's property will be limited to the cost to repair or replace the item and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$750.

Customer's Signature: _____
Date: _____

Jewelry Repair

LOSEE
Jewelers

Only In Cotton Tree Square
2230 North University Parkway #3
Provo, UT 84604
(801) 373-1000

7674

Name Laure Barnette Date 12-9

Address _____

City _____ State _____ Zip _____

Phone: Bus _____ Res _____ Rec. By _____

Description & Customer's Stated Value: _____

w/6 Dia Band \$ FKK

Instructions: _____

Size to 5

Est. Cost \$ 10.00

Est. Del. Date 12-14

I agree that the approximate values and description of the items listed above are correct, and I accept the following terms and conditions: This store, including its employees, accepts no responsibility for condition or identification of jewelry or stones upon receipt. Items are submitted to this store for repair only and this store will not act as an insurer of the items listed above. Responsibility for loss, theft, or damage is accepted by this store only when due to their negligence. Any damage or loss due to this store's negligence will be limited to the cost to repair or replace the items and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$75.00.

Customer's Signature _____

IMPACT / 1-800-940-1234

FORM 111

Jewelry Repair

LOSEE
Jewelers

Only In Cotton Tree Square
2230 North University Parkway #3
Provo, UT 84604
(801) 373-1000

7004

Name Laure Barnett Date 12-9

Address _____

City _____ State _____ Zip _____

Phone: Bus _____ Res _____ Rec. By _____

Description & Customer's Stated Value: _____

Brac / Dia \$ WKK

Instructions: _____

Please solder

Est. Cost \$ 10.00

Est. Del. Date 12-14

I agree that the approximate values and description of the items listed above are correct, and I accept the following terms and conditions: This store, including its employees, accepts no responsibility for condition or identification of jewelry or stones upon receipt. Items are submitted to this store for repair only and this store will not act as an insurer of the items listed above. Responsibility for loss, theft, or damage is accepted by this store only when due to their negligence. Any damage or loss due to this store's negligence will be limited to the cost to repair or replace the items and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$75.00.

Customer's Signature _____

IMPACT / 1-800-940-1234

FORM 111

Jewelry Repair

LOSEE

Jewelers

Only In CottonTree Square
2230 North University Parkway #3
Provo, UT 84604
(801) 373-1000

7670

Name Laurie Barnett Date 12-9

Address _____

City _____ State UT Zip _____

Phone: Bus _____ Res. 273-8657

Description & Customer's Stated Value: _____

Instructions: _____

Est. Cost \$ 50⁰⁰

Est. Del. Date

I agree that the approximate values and description of the items listed above are correct, and I accept the following terms and conditions: This store, including its employees, accepts no responsibility for condition or identification of jewelry or stones upon receipt. Items are submitted to this store for repair only and the store will not act as an insurer of the items listed above. Responsibility for loss, theft, or damage is accepted by this store only when due to their negligence. Any damage or loss due to this store's negligence will be limited to the cost to repair or replace the items and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$7500.

Customer's Signature _____

IMPACT 11-800-435-0284

10/25/11

Jewelry Repair

LOSEE

Jewelers

Only In CottonTree Square
2230 North University Parkway #3
Provo, UT 84604
(801) 373-1000

7673

Name Laurie Barnett Date 12-9

Address _____

City _____ State _____ Zip _____

Phone: Bus _____ Res. 273-8657

Description & Customer's Stated Value: _____

Red Band Ring

Instructions: _____

Size 7 1/2

Est. Cost \$ 0

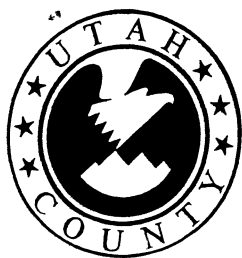
Est. Del. Date

I agree that the approximate values and description of the items listed above are correct, and I accept the following terms and conditions: This store, including its employees, accepts no responsibility for condition or identification of jewelry or stones upon receipt. Items are submitted to this store for repair only and the store will not act as an insurer of the items listed above. Responsibility for loss, theft, or damage is accepted by this store only when due to their negligence. Any damage or loss due to this store's negligence will be limited to the cost to repair or replace the items and will not exceed the value declared above. Should no value be listed it will be assumed the value is less than \$7500.

Customer's Signature _____

IMPACT 11-800-435-0284

10/25/11



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,

Chris Yannelli
Deputy Utah County Attorney

CY:tae

EXHIBIT : 6

Second Codicil-
Charlotte Freedman

Gilbert gave Laurie
these items as gifts.

monies have been placed, and that further, my monies were withdrawn from the joint tenancy banking accounts by my son, HOWARD FREEDMAN, while I was still alive, in what I believe was an attempt by him to manifest ownership of said monies to thwart my testamentary wishes as to the disposition of said monies upon my death as is dictated by the terms of the Joint Will between IRVING H. FREEDMAN and myself and the First Codicil thereto.

ARTICLE THREE

I herewith give, devise and bequeath any and all monies belonging to me, standing in my name, whether in joint tenancy or not, regardless of with whom, and regardless of wherever located, to my two sons, HOWARD FREEDMAN and GILBERT FREEDMAN, equally.

ARTICLE FOUR

I have heretofore, during my lifetime, given to my son, GILBERT FREEDMAN, all of my jewelry, all of my household possessions and furniture, including my piano, which gifts I hereby affirm.

ARTICLE FIVE

I herewith reaffirm that certain Declaration made by me in August 1986 whereby I declared any property standing

in my name with HOWARD FREEDMAN to be accounts of convenience and not gifts to him or joint tenancy accounts which would transfer the ownership of the proceeds of said accounts to him upon my death.

ARTICLE SIX

I stand in fear that due to my health and age that someone may attempt to declare this Codicil or my will or other codicil as invalid for whatever reason and that I do not desire to see my family engage in litigation with one another over my estate and, therefore, I herewith declare that if any person should seek to have this Codicil or my Will or any other codicil declared null and void for any reason whatsoever, that such person or any person who should be the beneficiary of such attempt, directly or indirectly, shall be disinherited from taking anything under my Last Will and Testament and the two codicils thereto. I further declare that in the event that my death should occur prior to the conclusion of the pending lawsuit to reclaim my monies and property from HOWARD FREEDMAN and/or any of the institutions wherein he has placed my monies, that all costs of that litigation, including reasonable attorneys fees, shall be a surcharge against any part or portion of my estate, if any, to which HOWARD FREEDMAN would be entitled, whether incurred before or after my death.

ARTICLE SEVEN

Under the joint Last Will and Testament of IRVING H. FREEDMAN and CHARLOTTE FREEDMAN a certain trust was to be created in the event that certain divorce proceedings between GILBERT FREEDMAN and RUTH FREEDMAN were not concluded. That matter has long since become complete and no longer contingent and, therefore, said trust and all provisions relating thereto are deemed to be null and void and that GILBERT FREEDMAN shall take under said will and the two codicils thereto as is therein provided, free and clear of any trusts or other restrictions and in his own name and not under any trust and in particular, but without limitation, the provisions of ARTICLE II of the First Codicil to my Last Will and Testament.

IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of November 1986, and being first duly sworn do hereby declare to the undersigned notary that I sign and execute this instrument as my Second Codicil to my Last Will and Testament and that I sign it willingly and that I execute it as my free and voluntary act for the purposes expressed in it. That I am 18 years of age or older, of sound mind and under no constraint or undue influence. w ar


CHARLOTTE FREEDMAN

We, the attesting witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned notary that CHARLOTTE FREEDMAN signed and executed this instrument as her Second Codicil to her Last Will and Testament and that she and each of us in the presence and hearing of CHARLOTTE FREEDMAN, and of each other, hereby signed this Second Codicil to her Last Will and Testament as witnesses to CHARLOTTE FREEDMAN signing and to the best of our knowledge she is 18 years of age or older, of sound mind and under no constraint or undue influence.

Witness:

ELIZABETH C. SHELL

Residing at 200 N. 68 E #17
SLC, UT. 84103

Witness:

Michael R. Henderson

Residing at 857 E. 10600 So.
Sandy UT. 84070

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

Subscribed, sworn to, and acknowledged before me

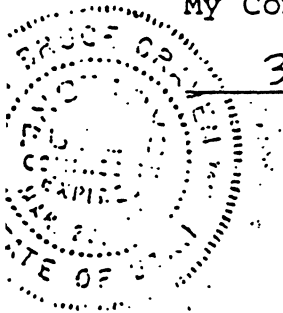
A00334

by CHARLOTTE FREEDMAN and by the witnesses named herein this
18 day of November 1986.

Tam Bruce Braven
Notary Public, residing at
Salt Lake County, Utah

My Commission Expires:

3-22-89



A00325

EXHIBIT :7

**LEGAL CENTER FOR VICTIMS
OF DOMESTIC VIOLENCE**

By: Katherine Smith #5595

P.O. Box 353

Provo, Utah 84603

Telephone: 375-1031

Attorney for Petitioner

979
JUL 28 1 34 PM '99 JJ

IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH
P.O. Box 1847 - 125 North 100 West, Provo, Utah 84603

LAURIE LEIGH BARNETT,

Petitioner,

vs.

GILBERT FREEDMAN,

Respondent.

**VERIFIED PETITION FOR
PROTECTIVE ORDER**

Civil No. 994401579

Judge Howard

PETITIONER IS ADVISED THAT LYING TO OBTAIN A PROTECTIVE ORDER MAY BE CONSIDERED A FELONY UNDER THE UTAH CODE.

The Petitioner alleges against the Respondent and states as follows:

1. Either Petitioner or Respondent resides, or the acts occurred, in this County.
2. Neither party is the minor child (step, adoptive, or natural) of the other party
3. Petitioner is 16 or older, or emancipated. Petitioner and Respondent have the

following relationship (check and circle all that apply):

- ☒ [currently formerly married; [divorced on: 10/1/96]
- ☐ [currently living/have lived] as if married;
- ☐ related by blood or marriage; [describe relationship:]
- ☐ have one or more children together;
- ☒ currently residing have resided] in the same residence.

4. Petitioner and Respondent are the parents of the following minor children:

NAME	BIRTHDATE	ADDRESS
none		

- a. These minor children have resided at the following location(s) for the past year (give the locations and the dates at each location):

5. On or about July 20, 1999, the Respondent threatened, attempted, or caused the following acts of abuse or domestic violence. (Describe in detail what happened, where, who was involved (including the minor children and family and household members), if weapons were involved, and if injuries resulted. Attach more sheets if necessary.)

The Respondent has been living in the basement of my home as a renter since our divorce was final. He filed bankruptcy and could not afford another place to live. He has become more and more threatening to me. There is no way to shut him out of my living space as the staircase from downstairs to upstairs is open with no door to lock. On or about July 20, 1999, Respondent had had his gun out shooting while I was not at home. When I returned home, he showed me two bullets and said "These are the bullets I picked up off the lawn". He has told me he has nothing to live for and nothing to lose. I live out in the country far from the nearest neighbors. I have been calling my mother in California daily to let her know that I am still alive. The people at my work know that they are to call the sheriff if I do not come to work as scheduled. I am in tremendous fear of him and even spent the night in my car last night because I am afraid of what he will do to me.

6. The following is a description of other acts of abuse or domestic violence by Respondent. (Describe with the same detail as above. Attach more sheets if necessary.)

On May 17, 1999, I went to the garage to get a shovel. The Respondent had placed a new lock on the garage door and I could not get in. I went into the house to get him to remove the lock and we went outside. He grabbed me and pushed me away from the door and told me I would not get into the garage. I called the sheriff. Since December, 1998 Respondent has become more and more verbally abusive and threatening to me. He has caused persons feeding my animals to be in fear whenever they come to my property because he turns his dog loose on the young boy who comes to feed my animals. He has harassed the realtor in an attempt to inhibit the sale of my home. This home was awarded to me in the divorce decree. I have attached a letter from the Realtor and from the young boy's mother regarding the dog incident

7. The following is a list of case numbers (include court locations) in which protective orders or divorce and other orders have been issued concerning the Petitioner, the Respondent and/or others named in this petition.

954400884 (Divorce) _____

8. The following other cases have involved or currently involve Petitioner, Respondent and/or the others named in this petition: none

9. I also request relief for the following family and household members:
none

WHEREFORE: I respectfully request that this Court:

1. Order the Respondent to appear at a hearing.
2. Immediately issue an Ex Parte Protective Order and, after the hearing, issue a Protective Order containing the following relief (Check boxes of relief that you are requesting):

☒ Restrain the Respondent from attempting, threatening or committing abuse or

domestic violence against Petitioner.

☐ Restrain the Respondent from attempting, threatening or committing abuse or domestic violence against the minor children and the designated family and household members.

☒ Prohibit the Respondent from directly or indirectly contacting, harassing, telephoning, or otherwise communicating with the Petitioner.

☒ Order the Respondent to vacate and stay away from the residence located at: 8895 W Bullriver Road, Lehi, Utah, and prohibit the Respondent from terminating or interfering with the utility services to the residence.

☒ Order the Respondent to stay away from Petitioner's school, place of employment, and other places frequented by Petitioner, the minor children and designated family or household members. These places are identified by the following address(es):

Montgomery Watson Engineering

4525 South Wasatch Boulevard Suite 200

Salt Lake City, Utah 84124

☐ Prohibit the Respondent from purchasing, using, or possessing a firearm or other weapon as designated by the court, including:

☒ Award possession of the following residence, automobile and/or other essential personal effects:

8895 W. Bullriver Road, Lehi, Utah

☒ Order a law enforcement officer to accompany Petitioner to the residence to ensure that Petitioner is safely restored to possession of the listed items.

☒ Order a law enforcement officer to supervise Respondent's removal of essential

personal belongings from the residence.

- ☐ Order Respondent to participate in an electronic monitoring program.
- ☐ Order the Department of Child and Family Services to conduct an investigation into the possibilities of child abuse.
- ☐ Appoint a Guardian ad Litem to represent the best interests of the children.

3. Include in the Protective Order the following temporary relief which should be in effect for up to 150 days (explain in writing and attach if additional time will be necessary).

- ☐ Grant Petitioner custody of the minor child/ren.
- ☐ Order the following visitation arrangement:
- ☐ Restrain Respondent from using drugs and/or alcohol prior to or during visitation.
- ☐ Restrain Respondent from removing the minor child/ren from the state.
- ☐ Order Respondent to pay child support in the amount of \$ pursuant to the Utah Uniform Child Support Guidelines.
- ☐ Order Respondent to participate in mandatory income withholding pursuant to Utah Code Annotated § 62A-11, Parts 4 and 5.
- ☐ Order Respondent to pay one-half of the minor child/ren's day care expenses.
- ☐ Order Respondent to pay one-half of the minor child/ren's medical expenses including premiums, deductibles and co-payments.

- ☐ Order Respondent to pay spousal support in the amount of \$.
- ☐ Order Respondent to pay Petitioner's medical expenses suffered as a result of abuse in the amount of \$.
- ☐ Order Respondent to pay the minor children's medical expenses suffered as a result of abuse in the amount of \$.
- ☐ Order any other relief that the court considers necessary for the safety and welfare of Petitioner, the children and designated household and family members, including:

DATED this 28TH day of July, 1999.

LEGAL CENTER FOR VICTIMS OF
DOMESTIC VIOLENCE

Katherine Smith

By Katherine Smith
Attorney for Petitioner

State of Utah)
(ss: _____ County)

Being sworn, I state that I am the Petitioner; that I have read this Petition and the statements in it are true and correct to the best of my knowledge; that I believe I am entitled to the relief requested, and that this Petition is not being used to harass or to abuse process.

DATED this 28th day of July, 1999.

Lucas E. Gault

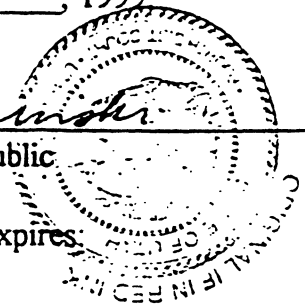
Petitioner

Subscribed and sworn to before me on this 28th day of July, 1999

Jean Jasinski
Clerk or Notary Public

Residing at:

My Commission Expires:



Serve Respondent at:

GILBERT FREEDMAN

8895 W. Bullriver Road, Lehi, Utah

[C:\...protect\barnett\petition]

July 22, 1999

To Whom It May Concern:

Lori Barnett called me on April 14, 1999 to come and list her home for sale.

Lori was gracious and asked me if she could introduce me to Gill Freeman, her former husband, who occupies the lower level of her home. As she introduced me, Gill flew into a vicious tantrum verbally attacking me and calling the previous Realtor a bitch...

My impression of the whole incident was that Gill was trying to offend me enough that I would leave the property and not return.

Gill let me know that he would have to be there during any showing and that I was to call him on his mobile to make an appointment through him.

I introduced myself and let him know I was there to list and sell the property and that I would not be picking up the tab for the previous problems.

As yet I have not been able to show the property because of the interference from Gill Freeman, changing locks etc., and keeping Lori in a constant state of anxiety. It appears to me that Lori is a prisoner in her own home and hates to go home. She cannot have guests or entertain without harassment.

Indeed, Gill is actively and intentionally interfering with the sale of Lori's home. It is obvious that he does not want to relocate. Gill Freeman is going way beyond the bounds of a tenant.

If you have any further questions please call me at 801-567-4132.

Sincerely,


Diane Borg, Realtor
Mansell & Associates

He would come to
feed the horses so
we start going later
to feed them
Laurie called back and
said she needed the
horses fed by 9:00am and
7:00pm and so a week went
by on July 15th + 16th When
my son and I go there to
do the horses my son
was over feeding the cats
and Bill let the dogs
out they about attacked
him. Then on July 19th
we went to feed again
and I stayed in the car
my son was over feeding
the cats and Bill came
out with the dogs
I jumped out of the
car and yelled at Gill
and asked him cant you
see my car here

I always park right
in front of the door that
Gill comes out

On July 21ST at 6:30pm
we went up to do the
horses. Cole go out to
~~do~~ unlock the gate
and the dogs came on
a dead run for Cole
Peper just about got
Cole hand he slammed
the gate into my car
trying to get away
from the dog

Thank you
Jody Carlton

**LEGAL CENTER FOR VICTIMS
OF DOMESTIC VIOLENCE**

By: Katherine Smith #5595

P.O. Box 353

Provo, Utah 84603

Telephone: 375-1031

Attorney for Petitioner

ST. J. COURT
JUL 23 1 45 PM '99

IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH
P.O. Box 1847 - 125 North 100 West, Provo, Utah 84603

LAURIE LEIGH BARNETT,

Petitioner,

vs.

GILBERT FREEDMAN,

Respondent.

**EX PARTE
PROTECTIVE ORDER**


Civil No. 994401579

Judge Howard

The Court having found that Petitioner is a cohabitant of Respondent and having found that the Court has jurisdiction over this matter, and having reviewed Petitioner's Verified Petition for Protective Order, from which it appears that domestic violence or abuse has occurred, and pending further hearing in this matter,

IT IS HEREBY ORDERED:


(The Judge shall initial each section that is included in this Order.)




☒ 1. The Respondent is restrained from attempting, committing, or threatening to commit domestic violence or abuse against Petitioner.

☐ 2. The Respondent is restrained from attempting, committing, or threatening to commit domestic violence or abuse against the following minor children and members of Petitioner's family:


none

 ☒ 3. The Respondent is prohibited from directly or indirectly contacting, harassing, telephoning, or otherwise communicating with the Petitioner.

 ☒ 4. The Respondent is ordered excluded and shall stay away from Petitioner's residence and its premises located at:

8895 W. Bullriver Road, Lehi, Utah

and Respondent is prohibited from terminating or interfering with the utility services to the residence.

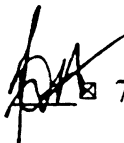
 ☒ 5. The Respondent is ordered to stay away from the school, place of employment, and/or other places, and their premises, frequented by Petitioner, the minor children and the designated household and family members. These places are identified by the following addresses:

Montgomery Watson Engineering

4525 South Wasatch Boulevard Suite 200

Salt Lake City, Utah 84124

☐ 6. The Court having found that Respondent's use or possession of a weapon may pose a serious threat of harm to Petitioner, the Respondent is prohibited from purchasing, using, or possessing a firearm or any of the following weapons:


 ☒ 7. The Petitioner is awarded temporary possession of the following residence, automobile and/or other essential personal property:

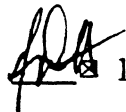
8895 W. Bullriver Road, Lehi, Utah


☐ 8. The Petitioner is granted temporary custody of the following minor child/ren:

☐ 9. The Respondent shall have visitation as follows:

☐ 10. The Respondent is restrained from removing the parties' minor children from the state of Utah.

 ☒ 11. An officer from the following law enforcement agency: Utah County Sheriff shall accompany Petitioner to ensure that Petitioner obtains custody of the children and/or that the Petitioner safely regains possession of the awarded property.

 ☒ 12. An officer from the same law enforcement agency shall facilitate Respondent's removal of Respondent's essential personal belongings from the parties' residence. The law enforcement officer shall contact Petitioner to make these arrangements. Respondent may not contact the Petitioner or enter the residence to obtain any items.

 ☒ 13. Law enforcement agencies with jurisdiction over the protected locations shall have authority to compel Respondent's compliance with this Order, including the authority to forcibly evict and restrain Respondent from the protected areas.

☐ 14. The Respondent and the Petitioner are ordered to bring proof of current income to the hearing. The proof should include year-to-date pay stubs or employer statements, and complete tax returns for the most recent year.

□ 15. Other: _____

16. Unless otherwise modified by the Court, this Order is effective from the date and time served on Respondent, until, after further hearing in this matter, the Respondent is served with a Protective Order or a Protective Order is denied.

17. The Respondent is ordered to appear at a hearing on:

Date: *August 11, 1999*
Time: *9:30am*
Room: *202*
Address: *125 North 100 West Provo UT 84601*

**RESPONDENT'S VIOLATION OF PROVISIONS 1 - 7 OF THIS ORDER WILL
CONSTITUTE A CLASS A MISDEMEANOR. EITHER PARTY MAY BE HELD
IN CONTEMPT FOR IGNORING OR ALTERING THE TERMS OF THIS ORDER**

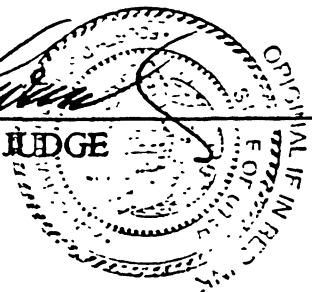
DATED: *JULY 28, 1999*

TIME: *2:22* *P*.m.

BY THE COURT:



DISTRICT COURT JUDGE



Serve Respondent at:
GILBERT FREEDMAN
8895 W. Bullriver Road, Lehi, Utah

[C:\...protect\barnett\exparte]

EXHIBIT : 8

EXHIBIT ; 9

EXHIBIT : 10

Starfire Industries had an SBA working capital loan with the Guardian State Bank. I believe the amount was about \$285,000. Since the US luxury tax came along, there was no income for the company.

I sold a house my mother left me for \$180,000 and gave the money to the bank. There was a balance of about \$90,000. The bank wanted to force the sale of the Bull River house and filed a lien against the house. We didn't know what we were going to do, but out of the "blue" there came a check in the mail for enough money to pay it off with my cash. It was from my dad's estate from a payoff of a first trust deed from Robert Chow on the 10231 Venice blvd. Property. Laurie insisted that I endorse the check and took it along with my cash to Fresno, California where her mother lives. Laurie turned my check and cash into checks from her mother Maxine Barnett. Laurie's mother in turn, sent the bank the checks through Cohne and Rappaport trust account. Bought the lien on about \$250,000 plus of boats and marine supplies in her name. She became the owner of the boats and marine supplies using my money. After that, Laurie wouldn't discuss it with me.

The items were auctioned off, but I didn't know what the amount was. Laurie wouldn't tell me. One day she handed me a check from Glendale Federal Savings in Fresno, California for \$5,000 from Maxine Barnett. She had written "Gift" on it. She said that it was my share and to shut up. I would like an accounting of the sale and learn how much the things were sold for and where the money went.



Thursday, October 30, 2003

Gilbert Freedman
P.O. Box 250
Lehi, Utah 84043-0250

Dear Gil:

Enclosed with this letter are the documents that were forwarded to me from Bob Chow regarding the reconveyance of the deed of trust that had encumbered the property at 10231 Venice Blvd., Los Angeles. I am also enclosing a hand written draft of a letter that I must have sent with the loan payments. I believe that the attorneys got involved because you were not able to properly reconvey the trust deed because of the death of Howard Freedman.

I have a very clear recollection that this loan was paid by Bob Chow and I believe that he sent a check for \$47,690.82 to you and a separate check for the same amount to Julie. These checks were sent out at the end of September of 1993.

I do not have a copy to the checks, nor does Bob Chow. Mr. Chow checked with his bank in El Segundo but they told him that they retain their records for only 7 years. Mr. Chow's lawyer, Sull Lawrence, passed away last year and I do not think that his son, who still runs the practice, would have a copy of either check.

I hope this is helpful. Please feel free to call me if you have any questions.

Sincerely,

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

Dannie Cavanaugh
Cavanaugh Realtors

Dear

Enclosed is a check for \$47,690.82 which represents your half interest in the ~~the~~ note and deed of trust secured by the property at 10231 Venice Blvd., Los Angeles.

The final payoff is calculated as follows:

Balance as of Sept. 1, 1993 : \$94,632.46

Interest from 9/1/93 to 10/1/93: 749.17

\$95,381. ~~63~~ 63

÷ 2

47,690.82

Please sign the request for reconveyance on the back of the original trust deed, and return the trust deed and the original note to Bob Chow at El Segundo Chevron, 232 Main St., El Segundo, Calif., 90245

If you have any questions, please feel free to call me at (310) 837-7161.

Sincerely

PRICE, POSTEL & PARMA

ROBERT M. JONES
GERALD S. THEDE
ARTHUR R. GAUDI
GARY R. RICKS
JAMES H. HURLEY, JR.
JOHN KERR WILSON
C. MICHAEL COONEY
TERRY JOHN CONNERY
J. TERRY SCHWABTZ
DAVID W. VAN WORME
PETER D. SLAUGHTER
BARTON E. CLEMENS, JR.
DOUGLAS D. ROSSI
LANI MEANLEY COLLINS
ERIC P. NYOLSBILL
DAVID K. HUGHES
ROBERT S. PATTERSON
B. EDWARD TUTTO
RICHARD A. CROSS
CRAIG A. PARTON
KENNETH J. PONTIFEX
CLYDE E. WULLBRANDT
CHRISTOPHER C. HASKELL
DENISE L. RANDOLPH
TIMOTHY E. METZINGER

COUNSELLORS AT LAW
200 EAST CARRILLO STREET
SANTA BARBARA, CALIFORNIA
93101-2100

MAILING ADDRESS P. O. BOX 99
93102-0099

TELEPHONE (805) 962-0011
TELECOPIER (805) 962-3978

RETIRED PARTNER
HAROLD A. PARMA
H. CLARKE GAINES

SOLVANG OFFICE
433 ALISAL ROAD, SUITE 1
SOLVANG, CALIFORNIA 93463
MAILING ADDRESS P. O. BOX 1039
SOLVANG, CALIFORNIA 93464
TELEPHONE (805) 688-4950

OUR FILE NUMBER

December 22, 1994

Sull Lawrence, Esq.
Lawrence & Lawrence
9454 Wilshire Blvd., Suite 10PH
Beverly Hills, California 90212-2989

Re: Freedman/Walter W. Chow Deed of Trust

Dear Mr. Lawrence:

I would like to bring you up to date on the status of our efforts to compile the necessary documentation to accomplish a reconveyance of Mr. Chow's deed of trust. As you may have gathered from Mr. Cotro-Manes' letter to you of August 9, 1994, he has been of no significant help.

The beneficiaries under the deed of trust were Irving H. Freedman and Charlotte Freedman as joint tenants. I now have a certified copy of the death certificate of Irving Freedman, and I will prepare and record an Affidavit-Death of Joint Tenant to establish the succession of Charlotte Freedman to the beneficial interest under the deed of trust.

I also have now obtained a certified copy of an Estate Closing Order issued by the Utah court, in which the estate of Charlotte Freedman was administered. I enclose for your information a copy of this order. As you will see from Schedules A and B, item 7 in each, a one-half interest in the Robert Chow deed of trust was distributed to Howard Freedman, and a one-half interest to Gilbert Freedman.

As you know, Julie Freedman is the Administrator with the will annexed of the estate of Howard Freedman.

I believe, therefore, that a Request for Full Reconveyance executed by Gilbert Freedman and by Julie Freedman as Administrator with the will annexed should suffice to authorize a full reconveyance.

Sull Lawrence, Esq.
Page 2
December 22, 1994

My only question at this time is whether in this state of the record, Bank of America, the Trustee under the deed of trust, will reconvey based upon the instructions of Gilbert Freedman and Julie Freedman, and I am making inquiries of the bank. If it will not, then I suggest that the appropriate procedure would be for Mr. Chow, as the Trustor, and Gilbert Freedman and Julie Freedman, as successors of the beneficiary, execute a substitution of Trustee, who would then execute the reconveyance.

If you have any comments or other suggestions, I will be glad to have them. I will report to you as soon as I know Bank of America's position. If Bank of America is unwilling to reconvey on this state of facts and we must substitute a Trustee, it would seem that in order to support the substitution by the successors to the beneficiary's interest, we may need to record the certified copy of the Utah Estate Closing Order. If this is the case,, then presumably we will need something to identify what the order refers to simply as "First Trust Deed executed by Robert Chow, Los Angeles, CA." as in fact the deed of trust with which we are dealing.

I welcome any comments or suggestions which you may have, and I assure you that I am doing everything possible to bring this matter to a proper conclusion.

Very truly yours,



Gerald S. Thede
for PRICE, POSTEL & PARMA

GST/vk
Encl.

PAUL N. COTRO-MANES
Attorney at Law
4537 Tanglewood Drive
Salt Lake City, Utah 84117
(801) 272-2838

August 9, 1994

Sull Lawrence, Esq.
Attorney at Law
9454 Wilshire Blvd., Suite 10 PH
Beverly Hills, California 90212-2989

Re: Robert H. Chow
Estates of Irving and Charlotte Freedman

Dear Mr. Lawrence

Your letter dated 07/07/94 was received upon my return to Utah after a 6 week absence from the State.

I have been retired for over three (3) years from the active practice of law and advised Mr. Gil Freedman of this and I believe that he obtained other counsel. In any event, I did handle to probate of the Estates of Irving and Charlotte Freedman, but the probate files are in storage and I have not reviewed them for years.

Mr. Irving Freedman died, I think, in 1979, leaving a will which was admitted to probate. Under this will everything went to Mrs. Freedman.

An ancillary probate was filed in Los Angeles County by an attorney who had offices near the LA Airport, whose name, I cannot recall. Gil Freedman should have his name, as he did a lot of work for Mr. Freedman in the 60's and 70's.

Upon the death of Charlotte, around the middle of the 80's her estate was probated and all properties remaining in her name, she having made gifts of a lot of her property during her lifetime, went to Howard and Gil (Gilbert) her two sons and the named heirs under her will. This probate as well as the probate of Irving's estate was in Salt Lake County, Utah. Both were closed many years ago.

Howard and Gil entered into a written contract with one another, which I did not draft, dividing their mother's property and settling on going differences. I do not know who got the Chow Trust Deed, but this did not end the matters between the two boys. Other counsel of Gil is representing him in a pending suit in the United States District Court of Utah.

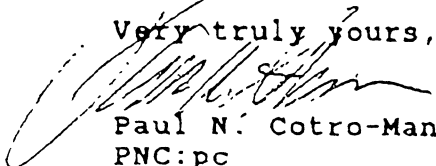
Subsequently, Howard died in California, sometime around the end of the 80's. What went on with his estate, I have no knowledge. Howard and I were not on speaking terms due to a law suit I filed against him on behalf of Charlotte, in Federal Court for the taking of a large sum of money from her banking accounts when he thought that she was going to die, which she did not, but Howard refused to return the money. The law suit was settled and the money was returned, but Howard blamed me for the adverse publicity and the settlement. Whether he got the Trust Deed, I do not know. Gil should have this information.

I do not know if a deed of reconveyance is due from Gil or not.

Howard's wife is still a resident of California, I think. They lived in the Santa Barbara area, I think.

I am sorry that I cannot help you, but if Mr. Chow was paying Howard, then I would think that Howard got the Trust Deed Note, and it would be his estate which should deliver the deed of reconveyance. His estate, I was informed, was extensive and there probably was or is a probate in California.

Very truly yours,



Paul N. Cotro-Manes
PNC:pc
cc: Gil Freedman

August 10, 1994

Gilbert Freedman
8895 W. Bull River Rd.
Lehi, Utah 84043

Julie Freedman
3966 Laguna Blanca
Santa Barbara, CA 93110

RE: Trust Deed on real property
Lots 8, 9 10 of Brundage Palm Place, L.A. CA.
Executed by Robert W. Chow, as Trustor and
Irving and Charlotte Freedman, as Beneficiaries

I am the attorney for Robert W. Chow, Trustor of the above Trust Deed.

The balance due on said deed of trust was paid in full by Mr. Chow on or about September 29, 1993 and payment was made of the balance due (1/2 to Gilbert Freedman and 1/2 to Howard Freedman). Demand was made for a reconveyance at the time payment was made.

I have received a letter from attorney Paul Cotro-Manes advising me as to his knowledge regarding the history of the ownership of said deed of trust. A copy of said letter is enclosed herein

I have checked with the Title Company and they show ownership of the deed of trust presently registered in the names of Irving H. Freedman and Charlotte Freedman.

Demand is made that the following necessary steps be taken to

- (1) Dissolve the joint tenancy of Irving and Charlotte Freedman as joint tenants. A certified copy of the death certificate of Irving Freedman would have to be obtained by you
- (2) Obtain a certified copy of Charlotte Freedman's probate decree of distribution reflecting transfer of the deed of trust to Gilbert and Howard Freedman

- (3) Obtain a certified copy of the decree of distribution in Howard's probate transferring Howard's interest in the deed of trust to Julie Freedman
- (4) After all of the above are complied with, a Request For Full Reconveyance of the deed of trust executed by Julie Freedman and Gilbert Freedman along with the original Note secured by the deed of trust and the deed of trust be furnished to Bank of America, as Trustee of the deed of trust along with Bank of America's required fee.

In the event that you fail to perform the required steps necessary to furnish my client with a Full Reconveyance, legal proceedings shall be instituted naming both of you as parties to clear title along with a request for damages, costs and attorneys' fees.

A prompt reply is requested within 15 days from date of this letter.

Very truly yours,

SULL LAWRENCE

SL:dhl

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Starfire Industries, Inc. 955 West Wells Park Road West Jordan, Utah 84088 Social Security or Emp. Fed. I.D. No. <u>87-0290658</u>	2. Secured Party(ies) and address(es) Guardian State Bank 142 East 200 South SLC, Utah 84111
--	---

4. This Financing Statement covers the following types (or items) of property:
all inventory, work in process, boats, and boats
parts and materials now owned and hereafter acquired
and proceeds thereof, including but not limited to
the items described on the attached list.

6. Gross sales price
of collateral

\$ _____ Sales
or use tax paid to
State of _____

The Secured party is _____ is not X a seller or
Purchase money lender of the collateral.

277375

UCC DEPT
STATE OF UTAH
For Filing Officer (Date, Time, Number,
and Filing Office)
FEB 27 2 48 PM '91
158010087

Microfilm No. 280010087

This statement is filed without the debtor's signature to perfect a security interest in collateral (Check ☒ if so)
☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered: ☐ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

3. Maturity date (if any):

Approved by Division of Corporations and Commercial
Code, Department of Business Regulations.

Starfire Industries, Inc.

By: Robert [Signature]

Signature(s) of Debtor(s)

Guardian State Bank

By: Roger Preston

Signature(s) of Secured Party(ies)

STEPHEN B. MITCHELL, Esq. (#2278)
BURBIDGE & MITCHELL
Attorneys for Plaintiff
139 E. South Temple, Suite 200
Salt Lake City, Utah 84111
(801) 355-6677

FILED DISTRICT COURT
Third Judicial District

JUDGEMENT

SEP 29 1993

By K. G. Wells SALT LAKE COUNTY
Deputy Clerk

IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY
STATE OF UTAH

GUARDIAN STATE BANK, a
Utah banking corporation,

Plaintiff,

-vs-

STARFIRE INDUSTRIES, INC.,
a Utah corporation, GILBERT
FREEDMAN, LAURIE L. FREEDMAN,
UNITED MARINE AND SPORTS,
INC., a Utah corporation, and
BOMBARDIER CAPITAL, INC.,
a corporation,

Defendants.

PARTIAL SUMMARY JUDGMENT

2186454

10-6-93 8:04am.

Case No. 930900500 CV
Judge Glenn K. Iwasaki

Guardian State Bank's Motion for Partial Summary Judgment entering judgment against Defendants Gilbert Freedman and Laurie L. Freedman with respect to the Complaint on file herein came on for hearing before the court, the Honorable Glenn K. Iwasaki, Judge, on September 20, 1993. Stephen B. Mitchell of Burbidge & Mitchell appeared on behalf of Plaintiff, Leslie Van Frank of Cohne, Rappaport & Segal appeared on behalf of Defendants Freedman, and Jeffrey L. Shields of Callister, Duncan & Nebeker appeared on behalf of Defendant Bombardier Capital, Inc. The court having read and considered the papers filed in

connection with the motion, having heard the arguments of counsel and being fully advised in the premises, determines that no genuine issue of material fact exists and that Guardian State Bank is entitled to judgment as a matter of law. Accordingly, judgment is hereby entered in favor of Guardian State Bank and against Defendants Gilbert Freedman and Laurie L. Freedman as follows:

1. For the sum of \$84,717.58 plus with interest at the minimum New York prime rate plus 2% per annum from September 20, 1993.

2. For reasonable attorneys fees incurred in collecting the subject loan in the amount of \$5,687.50.

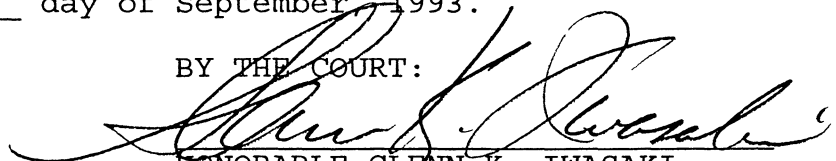
3. For costs of suit incurred herein in the sum of \$125.00.

4. It is further ordered that this judgment shall be augmented in the amount of reasonable costs and attorney's fees expended in collecting said judgment by execution or otherwise as shall be established by affidavit.

5. The court expressly determines that no just reason exists to delay entry of final judgment and directs that this judgment shall be final upon entry.

DATED this 29 day of September, 1993.

BY THE COURT:


HONORABLE GLENN K. IWASAKI
THIRD DISTRICT COURT JUDGE

js gsbstar\psj

SHERIFF'S SALE

In the Third Judicial District Court, in and for the
County of ~~XXX~~, State of Utah.
Salt Lake

GUARDIAN STATE BANK, a
Utah banking corporation,

Plaintiff,

NOTICE OF SALE

vs.

GILBERT FREEDMAN AND LAURIE L.
FREEDMAN,

Defendants.

SHERIFF'S No.CV-93-3265

(Real Property)

WRIT OF EXECUTION

To be sold at Sheriff's Sale, at the ^{east}~~XXX~~ front door of the County
(125 N. 100 W.)
Courthouse in the City of Provo, County of Utah, State of Utah, on the 29th
day of December, 1993 at 10:00 o'clock a.m. on said day that
certain piece or parcel of real property situate in Utah County, State of
Utah, described as follows to-wit:

All right, title, claim and interest of the above named defendants:

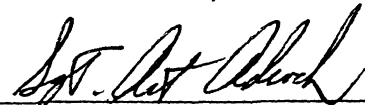
Beginning at a point 529.45 feet North and 0 deg. 09'30" East along
the Section line and 500.00 feet West of the East Quarter corner of
Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian;
thence West 277.40 feet; thence North 0 deg. 09'30" East 791.89 feet;
thence South 89 deg. 54' East 277.40 feet; thence South 0 deg. 09'30"
West 791.42 feet to the beginning.

Purchase price payable in legal tender of the United States.

Dated at Provo City, Utah, this 29th day of November, 1993.

DAVID R. BATEMAN, Sheriff of Utah County, Utah

By



Deputy

STEPHEN B. MITCHELL

Attorney for Plaintiff

Date of first publication December 3, 10 & 17, 1993
The Daily Herald

from

The Daily Herald

STATE OF UTAH

Utah County

SS.

I, GAYLEEN WILSON, being first duly sworn
depose and say that I am the LEGAL CLERK of The Daily Herald
a newspaper of general circulation, published six times each week at Provo,
Utah, County of Utah; that the notice attached hereto, and which is a copy

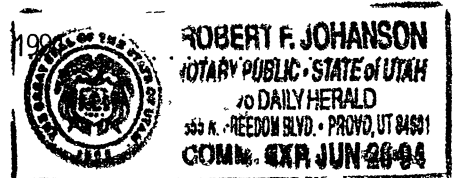
was published in said newspaper for .ONCE .A WEEK .FOR .THREE .WEEKSConsecutive issues, the first publication having been made on the 3RD day of DECEMBER 19. 93. . . , and the last on the 17TH day of DECEMBER 19. 93. . . ; that said notice was published in the regular and entire issue of every number of the paper during the period and times of publication, and the same was published in the newspaper proper and not in the supplement.

Subscribed and sworn to before me this 28TH day of
DECEMBER A.D., 1993

.....
 before me this .. 28TH day of ..
 A.D., 1993 ..
 Robert D. [Signature]
 Notary Public

Residence OREM, UTAH

My Commission expires . . . JUNE 26,



FILED
JAN 10 PM 9:37

SHERIFF SALE CANCELLED

930900500 CV
Judge Krasak

STATE OF UTAH

ss

SHERIFF'S OFFICE

COUNTY OF UTAH

I, DAVID R. BATEMAN, Sheriff of Utah County,
State of Utah, do hereby certify that under the by virtue
of the within annexed WRIT OF EXECUTION
I did on the 30th day of NOVEMBER 19, 93
I noticed said property for sale as the law directs
by posting written Notice of the time and place of
sale, particularly describing said property to be sold.

On the 28th day of DECEMBER
19 93 I cancelled said sale at the request of the
Attorney for the Plaintiff.

I herewith return said Writ to the
Court without further service by me.

Dated at Provo, Utah this 28th day of DECEMBER 19 93.

DAVID R. BATEMAN, UTAH COUNTY SHERIFF

by 
Deputy

Sheriff's Costs.

145.80

PURCHASE AGREEMENT

This Purchase Agreement is made and entered into this 23 day of December, 1993 by and between GUARDIAN STATE BANK, a Utah banking corporation ("Guardian"), and MAXINE BARNETT ("Barnett") with reference to the following facts.

WHEREAS, on or about February 26, 1991 and in connection with an SBA loan (the "SBA Loan") from Guardian, Starfire Industries, Inc. ("Starfire") executed in favor of Guardian a Promissory Note (the "Note") in the principal sum of \$275,000.00 payable in monthly installments; and

WHEREAS, as security for repayment of the Note, Starfire executed in favor of Guardian a Security Agreement granting Guardian a security interest in all inventory, raw materials, work in progress and supplies, all boats and boat parts and materials, and the proceeds thereof, then owned or thereafter acquired (the "Collateral"); and

WHEREAS, Gilbert Freedman and Laurie L. Freedman (the "Freedmans") guaranteed payment of the Note; and

WHEREAS, Guardian has obtained a summary judgment (the "Judgment") against the Freedmans in the case of Guardian State Bank v. Starfire Industries, Inc., et al., Third District Court in and for Salt Lake County, Utah, Case No. 930900500CV; and

WHEREAS, Barnett desires to purchase all of Guardian's right, title and interest in the SBA Loan, the Note, the Collateral and the Judgment, as well as Guardian's claim against Starfire in the Chapter 11 bankruptcy proceeding it has filed, Bankruptcy No.

3. Guardian represents that Guardian is the present holder of the Note and that Guardian has not previously transferred, conveyed, assigned or otherwise encumbered any interest in the SBA Loan, the Note, the Collateral, the Judgment or the Starfire Claim and that the present unpaid balance of the Note according to its terms is \$89,544.30 plus interest from December 28, 1993. A breakdown of the balance owing on the Note is attached hereto as Exhibit "A". Guardian will release the SBA from its guarantee of the SBA Loan such that the SBA will have no further right, title or interest therein and no obligation to guarantee the SBA Loan, and Guardian agrees to indemnify Barnett, Starfire and the Freedmans from any liability to the SBA thereon, but not otherwise.

4. Barnett acknowledges and agrees that she is purchasing Guardian's interest in the SBA Loan, the Note, the Collateral, the Judgment and the Starfire Claim without recourse and, except as expressly set forth in paragraph 3 above, without any warranty or representation of any nature whatsoever, and that Barnett has not relied upon any representations of Guardian or the Small Business Administration of the United States of America other than as set forth in paragraph 3 above.

5. This Agreement shall be enforced and construed in accordance with the laws of the State of Utah. Any action brought by the parties relating in any manner to this Agreement or arising out of this Agreement shall be brought in an appropriate court in Salt Lake County, Utah.

6. Should legal action be necessary to enforce, construe, cancel, terminate, rescind or recover for the breach of the provision of this Agreement, the prevailing party shall be entitled to recover all costs of suit, including reasonable attorney's fees incurred therein.

IN WITNESS WHEREOF, the parties have executed this Agreement upon the date first above written.

GUARDIAN STATE BANK

By: Conway Hansen
Its: Exec Vice Pres

Maxine L. Barnett - 12-23-93
Maxine Barnett

js agree\gsbbarnett.pa

21-Dec-93

COUNT NAME: Starfire Industries ADDRESS:
PRINCIPAL AMOUNT: 89,234.19
LAST PAID DATE: 01-Sep-92 CIVIL #:
CONTRACT INT. RATE 8.50% ACCOUNT #: S24812
PAYMENT AMOUNT: BANK: GUARDIAN
SOCIAL SECURITY #: ATTORNEY: S. MITCHELL

Date	Payment		Payment		Payment		New		Unpaid	Interest	Total
	Costs	Payment	Costs	Allocated	To	Principal	Balance	Costs			
01-Sep-92						89,234.19	89,234.19	0.00	0.00	89,234.19	
30-Dec-92	0.00	0.00	0.00			89,234.19	89,234.19	0.00	2,493.67	91,727.86	
25-Jan-93	62.50	0.00	0.00			89,234.19	89,234.19	62.50	3,033.96	92,330.65	
02-Mar-93	1,144.50	0.00	0.00			89,234.19	89,234.19	1,207.00	3,782.06	94,223.25	
02-Mar-93	100.00	0.00	0.00			89,234.19	89,234.19	1,307.00	3,782.06	94,323.25	
28-Mar-93	1,610.32	0.00	0.00			89,234.19	89,234.19	2,917.32	4,322.35	96,473.86	
27-Apr-93	848.50	0.00	0.00			89,234.19	89,234.19	3,765.82	4,945.77	97,945.78	
18-May-93	357.00	0.00	0.00			89,234.19	89,234.19	4,122.82	5,382.16	98,739.17	
14-Jun-93	0.00	7,500.00	0.00			81,734.19	81,734.19	4,122.82	6,118.05	91,800.25	
21-Jul-93	200.00	0.00	0.00			81,734.19	81,734.19	4,322.82	6,822.31	92,704.51	
29-Jul-93	503.00	0.00	0.00			81,734.19	81,734.19	4,825.82	6,974.58	93,359.78	
02-Aug-93	0.00	5,000.00	0.00			81,734.19	81,734.19	4,825.82	2,050.72	88,435.92	
24-Sep-93	690.75	5,000.00	0.00			79,793.71	79,793.71	5,516.57	0.00	85,135.47	
08-Oct-93	1,258.53	0.00	0.00			79,793.71	79,793.71	6,775.10	260.15	86,654.15	
28-Oct-93	290.25	0.00	0.00			79,793.71	79,793.71	7,065.35	631.79	87,316.04	
03-Dec-93	682.50	0.00	0.00			79,793.71	79,793.71	7,747.85	1,300.75	88,667.50	
28-Dec-93	412.25	0.00	0.00			79,793.71	79,793.71	8,160.10	1,765.30	89,544.30	

MUTUAL RELEASE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby release, acquit and forever discharge each other, their agents, employees, officers, directors, attorneys, affiliates, successors and assigns of and from any and all claims, demands, promises, costs, expenses, damages and/or causes of action of any nature, which exist or may exist as of the date of this Mutual Release, whether known or unknown, liquidated or contingent. Provided, however, that the parties acknowledge that Guardian State Bank has or is in the process of assigning certain claims to Maxine Barnett pursuant to the Purchase Agreement attached hereto as Exhibit "A" and this Release shall not be deemed to release or affect in any way Guardian's rights or claims which are assigned pursuant to the Purchase Agreement.

Should legal action be necessary to enforce, construe, cancel, terminate, rescind or recover for the breach of the provisions of this Mutual Release, the prevailing party shall be entitled to recover all costs of suit, including reasonable attorney's fees incurred herein.

DATED this 29th day of December, 1993.

GUARDIAN STATE BANK

By: Emory K. Hansen
Its: Executive Vice President

Gilbert Freedman
Gilbert Freedman

Laurie L. Freedman
Laurie L. Freedman

COHNE, RAPPAPORT AND SEGAL - Salt Lake City, Utah 84111

00293

REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
----------	---------------	--------------	----------------	-------------	----------------	------------------

12-28-93

Matter # 20604605 Gil & Laurie Freedman

\$88,250.00

Release and purchase agreement Guardian-Freedman

COHNE, RAPPAPORT AND SEGAL
PROFESSIONAL CORPORATION / ATTORNEY'S TRUST ACCOUNT
525 EAST FIRST SOUTH, 5th FLOOR
P.O. BOX 11008
SALT LAKE CITY, UTAH 84147-0008
(801) 532-2666

BANK OF UTAH
SEVENTH SOUTH BRANCH
711 SOUTH STATE STREET
SALT LAKE CITY, UTAH 84111
97-10/1243

00293

CHECK NO.	CHECK DATE	VENDOR NO.
-----------	------------	------------

December 28, 1993

CHECK AMOUNT

\$88,250.00

PAY Eighty eight thousand two hundred fifty dollars and no/100-----

TO THE
ORDER
OF

Guardian State Bank and
Their attorney
Stephen Mitchell



⑈002933⑈ ⑆124300107⑆ 1203 4881⑈

COHNE, RAPPAPORT AND SEGAL - Salt Lake City, Utah 84111

0029

REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
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12-28-93

Matter # 20604605 Gil & Laurie Freedman

\$88,250.00

Release and purchase agreement Guardian-Freedman

EXHIBIT : 11

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.

A handwritten signature in dark ink, appearing to read "Scott E. Williams", with a long horizontal flourish extending to the right.

SCOTT E. WILLIAMS

SEW/dw
Enclosures

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 though 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.

EXHIBIT : 12

1 IN THE FOURTH JUDICIAL DISTRICT - PROVO COURT

2 UTAH COUNTY, STATE OF UTAH

3
=====

4 LAURIE L. FREEDMAN (BARNETT),	)	MOTIONS HEARING
)	
5 Plaintiff,)	
)	
6 vs.)	
)	
7 GILBERT FREEDMAN,	)	Case 954400884
	)	Appeal 20030476-CA
)	
8 Defendant.	)	Judge Steven L. Hansen
)	

9

10

11 BE IT REMEMBERED that this matter came on for hearing

12 before the above-named court on April 1, 2003.

13 WHEREUPON, the parties appearing and represented by

14 counsel, the following proceedings were held:

15

16

17

18 CERTIFIED TRANSCRIPT

19 (From Electronic Recording)

20

21

22

23

24 **COPY**

25

PENNY C. ABBOTT, REPORTER-TRANSCRIBER
LIC. 102811-7801
PHONE: (801) 423-6463 EMAIL: pennyabbott@earthlink.net
PAGE 1

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.

EXHIBIT :13

FILED IN
4TH DISTRICT COURT
STATE OF UTAH
UTAH COUNTY
MAR 13 11 03 AM '01

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

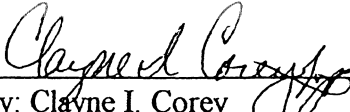
of malicious prosecution and the misuse of the judicial system.

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

VERIFICATION

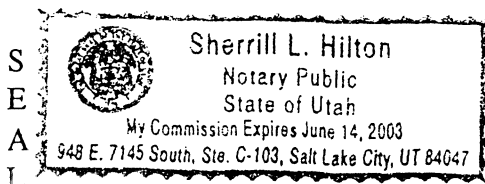
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

LAURIE BARNETT (Petitioner), being first duly sworn and under oath, deposes and says that she is the Petitioner in the above-entitled action; that she has read the foregoing Verified Objection to Motion to Compel Discovery and Request for Sanctions, and understands the contents thereof, and the same is true of Petitioner's own knowledge, information and belief, and that she believes she is entitled to the relief therein requested.



LAURIE BARNETT

SUBSCRIBED AND SWORN TO before me this 26th day of February, 2001





NOTARY PUBLIC
Residing in Salt Lake County

CERTIFICATE OF SERVICE

I hereby certify that I personally faxed, hand delivered or mailed by first class mail, postage prepaid, a true and correct copy of the foregoing VERIFIED OBJECTION TO MOTION TO COMPEL DISCOVERY AND REQUEST FOR SANCTIONS, on this 26th day of February, 2001, to:

Gary H. Weight
ALDRICH, NELSON, WEIGHT & ESPLIN
Attorneys for Respondent
43 East 200 North
P.O. Box "L"
Provo, Utah 84603-0200

A handwritten signature in black ink, appearing to read "L. Weight", is written over a horizontal line.

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

COPY

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

10 LAURIE BARNETT,

11 Plaintiff,

12 vs.

13 GILBERT FREEDMAN,

14 Defendant.

15 : NOTICE OF WITHDRAWAL OF
16 : COUNSEL


17 : Case No. 990101236 EV

18 : Judge: Howard H. Maetani
19 :

20 COMES NOW GARY H. WEIGHT, of Aldrich, Nelson, Weight & Esplin and hereby gives
21 notice that he withdraws as counsel for the Defendant in the above-entitled action. There are no motions
22 pending and there is not a certificate of readiness for trial or a request for trial setting on file in this
23 matter.

24 DATED this 9th day of April, 2001.

25 ALDRICH, NELSON, WEIGHT & ESPLIN



GARY H. WEIGHT
Attorney for Defendant

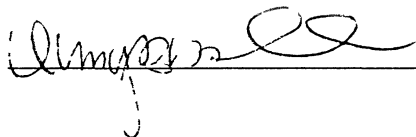
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MAILING CERTIFICATE

I hereby certify that I mailed, postage prepaid, this 10 day of April, 2001, a copy of the foregoing Notice of Withdrawal of Counsel to the following

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

Gilbert Freedman
PO Box 250
Lehi, Utah 84043



1 CLAYNE I. COREY (No. 5847)
2 **CLAYNE I COREY LC**
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 *Attorney for Plaintiff*

9
10 **IN THE FOURTH JUDICIAL DISTRICT COURT**
11 **UTAH COUNTY, STATE OF UTAH**
12

13 **LAURIE BARNETT,**
14 **Plaintiff,**

15 **vs.**

16 **GILBERT FREEDMAN,**
17 **Defendant.**

18 **ORDER ON PLAINTIFF'S MOTION**
19 **TO DISMISS DEFENDANT'S**
20 **AMENDED VERIFIED COUNTERCLAIM**

21 **Case No. 954400884**

22 **Judge Steven L. Hansen**

23 This matter having come before the Court for hearing on April 1, 2003, Plaintiff being
24 present and represented by her attorney, Clayne I. Corey, and Defendant being present and
25 represented by his attorney, Rex B. Bushman, and the Court having heard the arguments of the
26 parties, being fully advised therein;

27 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

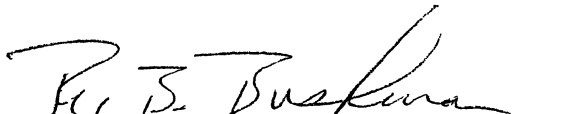
- 28
1. That Defendant's Amended Verified Counterclaim be dismissed, with prejudice.
 2. Attorney's fees and costs are awarded to Plaintiff. Plaintiff's counsel will submit an Affidavit of Attorney's Fees and Costs pursuant to UTAH RULES OF JUDICIAL ADMINISTRATION RULE 4-505 for the Courts approval.
 3. That the Lis Pendens filed in the matter on or about February 8, 2001, be lifted.

1 DATED this _____ day of _____, 2003.

2
3 **BY THE COURT:**

4
5
6 Honorable Steven L. Hansen
7 *District Court Judge*

8 Approved as to form:

9
10 
11 Rex B. Bushman

1 CLAYNE I. COREY (No. 5847)
2 **CLAYNE I COREY LC**
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4 948 EAST 7145 SOUTH
5 SALT LAKE CITY, UTAH 84047-4495
6 TELEPHONE: (801) 255-2552
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8 *Attorney for Plaintiff*

9
10 **IN THE FOURTH JUDICIAL DISTRICT COURT**
11 **UTAH COUNTY, STATE OF UTAH**
12

13 **LAURIE BARNETT,**
14 **PLAINTIFF,**
15 **-v-**
16 **GILBERT FREEDMAN,**
17 **DEFENDANT.**

**AFFIDAVIT OF ATTORNEY'S
FEES AND COSTS**

CIVIL No. 954400884
JUDGE STEVEN L. HANSEN

18 STATE OF UTAH)
19 : §
20 COUNTY OF SALT LAKE)
21

22 Clayne I. Corey, being first duly sworn, deposes and states as follows:
23

24 1. I am the attorney of record for the Plaintiff in the above captioned matter. This
25 affidavit is offered pursuant to Local Rule 4-505.

26 2. We have billed the Plaintiff 14.75 hours at the attorney billable rate of One Hundred
27 Fifty Dollars (\$150.00) per hour. We have billed the Plaintiff 31.3 hours for paralegal time at a rate
28 of Seventy Five Dollars (\$75.00) per hour. We incurred Two Hundred and 67/100 Dollars (\$200.67)

1 in costs as a result of responding to and defending against Defendant's Amended Verified
2 Counterclaim, and all ancillary motions filed therein. [An itemization of time and costs are attached
3 as Exhibit "A"]

4 3. On or about April 1, 2003, this Court granted Plaintiff's Motion to Dismiss
5 Defendant's Amended Verified Counterclaim, awarded attorney's fees and costs to Plaintiff, and
6 Ordered the undersigned to submit an affidavit of attorney's fees and costs.

7 4. Pursuant to UTAH RULES OF CIVIL PROCEDURE RULE 54, this Court should order
8 payment of Attorney's fees and costs to Plaintiff, the prevailing party, in the amount of Four
9 Thousand Seven Hundred Sixty and 67/100 Dollars (\$4,760.67), all incurred as a direct result of
10 defending against Defendant's Amended Verified Counterclaim.

11 DATED this 17th day of April, 2003.

12 CLAYNE I COREY LC.

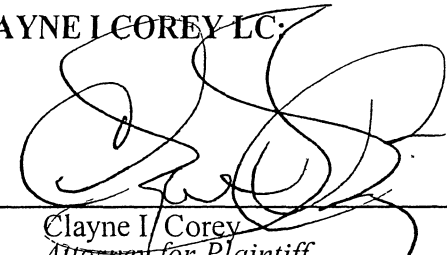
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16 By: 
Clayne I. Corey
Attorney for Plaintiff
17
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EXHIBIT “A”

Date	Description - Attorney Time	Time
09/18/2002	Received and review Amended Verified Counterclaim; Discussion with paralegal regarding strategy and research for Motion to Dismiss	.50
10/02/2002	Office conference with client to review Amended Verified Counterclaim and discuss Motion to Dismiss	1.30
10/10/2002	Draft, review, and revise Motion to Dismiss with paralegals.	2.70
10/22/2002	Review response to Motion; Conference with paralegal regarding extension and Reply	.50
11/04/2002	Conference with paralegal regarding clients health and reply	.25
11/05/2002	Conference with paralegal regarding extension and clients health	.50
11/07/2002	Conference with paralegal regarding deadlines	.50
11/08/2002	Conference with paralegal regarding Motion for Enlargement. Review, revise and finalize Motion.	.60
11/13/2002	Telephone conference with client's contact regarding client's health and case status. Conference with paralegal.	.60
11/27/2002	Conference with paralegal regarding reply	.20
12/02/2002	Conference with paralegal regarding reply and information to be faxed	.50
12/03/2002	Conference with paralegal regarding draft of reply	.40
12/04/2002	Review, revise, and finalize reply and objection and Notice to Submit; Discussion with paralegal regarding strategy	1.0
12/05/2002	Conference with paralegal regarding Mr. Bushman	.20
12/16/2002	Conference with paralegal regarding status of case and Motion to ReOpen	.10
01/08/2003	Review minuted entry of Court decision on Motion to Dismiss and Motion to Reopen	.30
01/06/2003	Telephone conference with client's contact regarding Court's decision; Telephone conference with client	.15
01/27/2003	Review and finalize Order for the Court	.15
03/31/2003	Review Motion and Objection and prepare for hearing.	.80
04/01/2003	Review file; Travel to and attend Oral Arguments in Provo; Meeting with client and paralegal	3.50
Totals		14.75

Date	Description - Paralegal	Time
09/18/2002	Discussion with attorney regarding strategy and research for Motion to Dismiss	.40
10/08/2002	Begin draft of Motion to Dismiss	.60
10/09/2002	Review and revise draft; Research case law	1.20
10/10/2002	Review, revise and finalize Motion to Dismiss with attorney	2.70
10/21/2002	Telephone conference with opposing counsel regarding extension for response	.10
10/22/2002	Discussion with attorney regarding response; Telephone conference with Mr. Bushman about extension; Prepare and send letter to Mr Bushman	1.20
10/25/2002	Prepare cover letter for client; Copy and mail Memorandum and Objection to client for her review	.40
11/04/2002	Telephone conference with client regarding health; Discussion with attorney regarding reply and client's health; Review Memorandum in Opposition	.50
11/05/2002	Discussion with attorney regarding status; Telephone conference with Mr. Bushman; Telephone conference with client's contact; Send correspondence to Mr. Bushman	.50
11/07/2002	Discussion with attorney regarding deadlines; Review Memo in Opposition; Legal research on new case law; Review file for documentation and evidence	3.00
11/08/2002	Several telephone conferences with client; Discussion with attorney regarding Motion for Enlargement; Prepare and research Motion; Telephone conference with Mr. Bushman; Finalize Motion and mail	2.20
11/12/2002	Telephone conference with client regarding extension; Telephone conference with Mr. Bushman regarding stipulation to extension	.30
11/13/2002	Conference with attorney regarding extension	.10
11/14/2002	Telephone conference with client's contact concerning client's health	.10
11/27/2002	Telephone conference with client's contact; Discussion with attorney regarding reply	.30
11/29/2002	Draft Reply Memorandum for Motion to Dismiss; Telephone conference with client's contact	1.60
12/02/2002	Review and revise Reply Memorandum; Telephone conference with client; Discussion with attorney about reply and information to be faxed	3.50

12/03/2002	Review and revise Reply Memorandum; Review information from client for Memorandum; Discussion with attorney regarding information	3.70
12/04/2002	Finalize Reply and Objection and Notice to Submit and mail; Discussion with attorney to finalize Reply	.60
12/05/2002	Review Notice to Submit from Mr. Bushman; Discussion with attorney	.30
12/16/2002	Review Reply to Objection and research case status; Discussion with attorney on status	.30
12/27/2002	Research status of Motion to Dismiss	.10
12/31/2002	Research status of Motion to Dismiss	.10
01/08/2003	Review Court decision and discuss with attorney	.40
01/27/2003	Review and finalize Order for the Court and send to Judge with cover letter	.20
03/04/2003	Review Notice of Hearing	.10
03/31/2003	Prepare file for Hearing	3.30
04/01/2003	Prepare for and attend Oral Arguments in Provo; Meeting with client and attorney	3.50
Totals		31.30

Date	Description	Cost
09/18/2002	Faxed Amended Verified Counterclaim	\$25.00
10/02/2002	Copies of Amended Verified Counterclaim for client	\$3.75
10/10/2002	Postage	\$6.26
10/10/2002	Copy of Motion and Memorandum to Dismiss	\$16.50
10/25/2002	Postage	\$4.81
10/25/2002	Copy of Memorandum	\$19.35
11/05/2002	Facsimile	\$1.00
11/07/2002	Facsimile	\$1.00
11/08/2002	Facsimile - Motion	\$14.00
11/08/2002	Postage	\$1.66
11/08/2002	Copies of Motion	\$3.90
11/08/2002	Facsimile - Doctors letter	\$9.00
11/13/2002	Facsimile - Letter	\$1.00
11/14/2002	Facsimile - Motion	\$14.00
11/14/2002	Copies of Objection	\$3.90
11/14/2002	Postage	\$1.66
11/14/2002	Facsimile - Motion to Court	\$14.00
11/18/2002	Facsimile	\$4.00
12/02/2002	Facsimile - Clients response	\$10.00
12/04/2002	Copy of Reply	\$14.40
12/04/2002	Postage	\$3.50
01/22/2003	Copy of Order	\$0.45
01/22/2003	Postage	\$0.37
01/27/2003	Postage	\$1.11
01/27/2003	Copies of Order	\$0.75
04/01/2003	Mileage	\$25.60
Totals		\$200.67

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Rex B. Bushman
 REX B. BUSHMAN P.C.
 115 E. Social Hall Avenue
 Salt Lake City, Utah 84111

Chemill Hilton
Legal Assistant

EXHIBIT 14

ORIGINAL COPY

ROBERT M. McDONALD
SUZANNE WEST

McDONALD & WEST
ATTORNEYS AT LAW
SUITE 270
3269 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84115
(801) 488-5500

TELEPHONE
(801) 488-5500
FAX
(801) 488-8926

October 6, 1995

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

Re: *Freedman vs. Freedman*

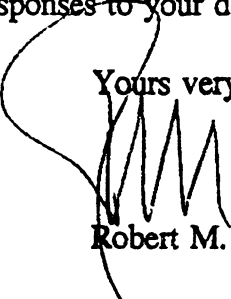
Dear Jim:

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 response 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

McDONALD & WEST

ROBERT M. McDONALD
SUZANNE WEST

ATTORNEYS AT LAW
SUITE 270
3269 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84115
(801) 485-5500

TELEPHONE
(801) 485-5500
FAX
(801) 485-8926

June 26, 1996

Gil Freedman
8895 West Bowl River Road
Lehi, Utah 84043

Re: Freedman vs. Freedman.

Dear Gil:

This letter will confirm our telephone conversation of Tuesday, June 25, 1996, wherein you informed me that I am not to take the deposition of your wife, Laurie. Your instruction was confirmed during a personal meeting on the same date.

I want this letter to constitute a memorandum of our conversation. During the course of the Pre-trial Conference on March 28, 1996, your wife and her attorney promised that all documents relevant to her claims would be produced. I contemplated at that time that the documents would provide the necessary information to properly represent you with respect to your wife's claims. As it turned out, the document production was a total sham. Documents were selectively produced, and anything that could undermine any of your wife's claims were withheld. On this basis, I filed a Motion to Compel, a Motion to Continue the Trial Date and a Motion to Reopen Discovery. After the trial date was postponed by reason of the Court's calendar, opposing counsel stipulated that I could take your wife's deposition.

You must understand the consequences of your instruction not to take your wife's deposition. I have no means to prepare for trial without prior knowledge of the nature of her claims to allow me to develop a strategy to undermine her claims. It is impossible to adequately represent your interests without taking her deposition. Depending on the nature of her testimony, I can subpoena documents to assist in providing your defense. However, if I am deprived of the opportunity of knowing the nature of her claims and inquiry into the basis of her claims, I will be helpless in adequately meeting her claims at trial.

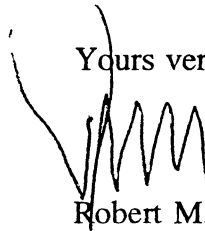
It is readily apparent that she claims that all of the money used as a down payment on the home was her separate funds leading to her being designated as the sole grantee on the deed. She further claims of loans of 1.9 million dollars to the company. I must be able to cross examine her in advance of trial as to the specific details of these claims. That is the only means I have to contest her claims.

Gil Freedman
June 26, 1996
Page 2

If I am not allowed to take the deposition of your wife, there is a high probability that you will lose all ownership interest in the home, a high probability that you would lose all ownership interest in the unimproved real property and some probability of a substantial judgment against you for claimed loans to the company.

By reason of the emotional trauma of divorce actions, I cannot accept your instruction to waive the taking of your wife's deposition inasmuch as it must be motivated by emotional rather than reasonable circumstances. I cannot conceive of any reasonable facts or circumstances that would justify waiving our right to depose your wife. Accordingly, despite your instruction, it is my intention to schedule the deposition of your wife and conduct a thorough examination of the details of her claims to enable me to meet such claims at trial. The scheduling of your wife's deposition can be avoided only by your termination of my services.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Robert M. McDonald', with a stylized, wavy line for the first part of the name.

Robert M. McDonald

RMM:ap

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

account statements.

REQUEST NO. 2: Please produce all savings books, all savings account documents and account statements.

REQUEST NO. 3: Please produce copies of all credit card statements.

REQUEST NO. 4: Please produce all invoices representing purchases of materials by Defendant for improvements to the property located at 8895 West Bullriver Lehi, Utah.

REQUEST NO. 5: Please produce all vehicle titles.

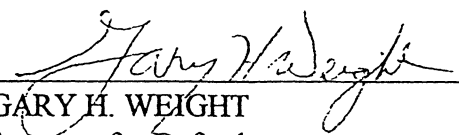
REQUEST NO. 6: Please produce all SBA loan documents, trust deeds, trust deed notes.

REQUEST NO. 7: Please produce all photo albums.

REQUEST NO. 8: Any and all other records, file documents, invoices, statements or documents of the Defendant which were originally kept by the Defendant in file drawers in the marital premises.

DATED this 5th day of April, 2000.

ALDRICH, NELSON, WEIGHT & ESPLIN



GARY H. WEIGHT
Attorney for Defendant

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. 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)

September 1, 2000

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

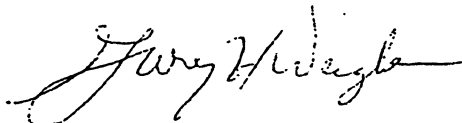
Re: Barnett v. Freedman

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

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
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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

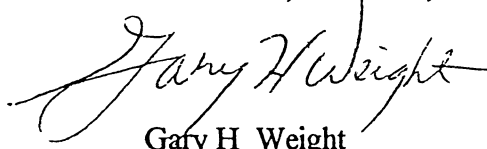
Re: Barnett v. Freedman

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

Copy

Gary H. Weight
GARY H. WEIGHT
Attorney for Defendant

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: Defendant requests all documents, notes, receipts, invoices, cassette recordings, and letters removed by Plaintiff from the two (2) "Hon" file cabinets, the files in the

bedroom and upstairs game room, the files from the downstairs kitchen cabinets and drawers and files locked in the storage room and garage. Said files contained the following items:

- a) Appraisal of home at 8895 West Bull River Road, Lehi, Utah;
- b) All documents pertaining to home at 8895 West Bull River Road, Lehi, Utah;
- c) All building permits and house plans containing the name Gil Freedman;
- d) All files pertaining to the Charleston, Utah lot;
- e) All files pertaining to the Highland, Utah lot;
- f) All files pertaining to the Thousand Oaks, California lot;
- g) All files pertaining to the Victorville/Apple Valley, California lots;
- h) All files pertaining to the US Small Business Administration;
- i) All files pertaining to the Utah Commerce Department;
- j) All files pertaining to the Utah Department of Motor Vehicles;
- k) All files pertaining to Robert Chow and the property at 10231 Venice Blvd.,
Los Angeles, California;
- l) All of Gil Freedman's Federal and Utah Tax returns;
- m) All files pertaining to Zion's Bank of Utah paid loan;
- n) Gil Freedman's Resumes;
- o) Gil Freedman's birth certificate;
- p) Gil Freedman's diplomas;

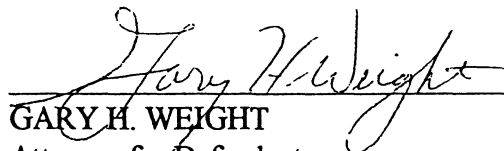
- q) Gil Freedman's Army Discharge;
- r) Gil Freedman's Army ID Tags (Dog Tags);
- s) Gil Freedman's Last Will and Testament;
- t) Irving H. Freedman's Last Will and Testament;
- u) Charlotte Freedman's Last Will and Testament;
- v) Gil Freedman's bank statements, check books and deposit slips;
- w) Gil Freedman's credit card statements and receipts;
- x) All files and documents from the US Veterans Administration;
- y) Utah Vehicle Title for the 1993 Ford Taurus vehicle;
- z) Photo albums and photos belonging to Gil Freedman, Gary L. Freedman and Freedman family;
- aa) All files pertaining to: Randall S. Freedman, Gary L. Freedman, Irving H. Freedman, Charlotte Freedman and Howard S. Freedman;
- bb) All files pertaining to monies Gil Freedman received from Irving H. and Charlotte Freedman through inheritance and other means;
- cc) All files pertaining to sale of lots: 10228 - 10232 Venice Blvd. And Vinton Avenue, Los Angeles, California;
- dd) All files pertaining to Hampshire Storage, Thousand Oaks, California;
- ee) All files and payroll statements from Brown and Williamson Tobacco

Company;

- ff) All invoices, bills of lading, notes and charge receipts for materials and labor for all repairs and improvements done to the home at 8895 West Bill River Road, Lehi, Utah; highland, Utah Lot 2; Plat D Quail Hollow Sub. Area 0.635 Acres; 1.602 acre lot located on Charleston Road, Charleston, Utah;
- gg) Two cartons of files concerning the Gil Freedman and Laurie Barnett (Freedman) divorce. Also any loose files pertaining to the same;
- hh) Any files pertaining to appraisals of property located at 619 South 600 West, Salt Lake City, Utah;
- ii) Invoices for parts and repairs to Kabota Farm Tractor;
- jj) Invoices for parts and repairs to Hyster Forklift;
- kk) All Gill Freedman health and medical records;
- ll) All well and well pump repair invoices.

DATED this 25th day of April, 2000.

ALDRICH, NELSON, WEIGHT & ESPLIN


GARY H. WEIGHT
Attorney for Defendant

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,

-vs-

GILBERT FREEDMAN,

Defendant.

)
)
)
) REQUEST FOR ORAL ARGUMENT
) REGARDING MOTION TO COMPEL
) AND MOTION TO CONTINUE
) TRIAL DATE
)
)
)

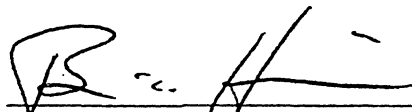
) Civil No. 000401790
) DIVISION NO. 4
)

COMES NOW Defendant, by and through his attorney, Brian C. Harrison, and respectfully requests that the Motion to Compel and the Objection thereto be set for oral argument at the next available date.

Defendant also requests that the trial date be continued to allow the requested discovery to be produced and analyzed for

trial.

DATED this 28th day of March, 2001.

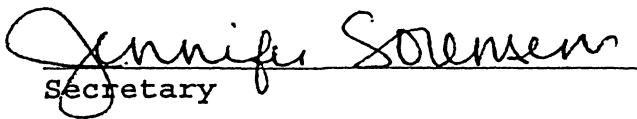


Brian C. Harrison
Attorney for Defendant

MAILING CERTIFICATE

I HEREBY CERTIFY that I personally mailed a true and correct copy of the foregoing on this 28th day of March, 2001, by first-class U.S. mail, postage prepaid, to the following:

Randall D. Lund
948 East 7145 South, Suit C-103
Salt Lake City, Utah 84047-1714



Secretary

4TH DISTRICT COURT, PROVO DEPT COURT
UTAH COUNTY, STATE OF UTAH

LAURIE BARNETT,	:	MINUTES
Plaintiff,	:	ORAL ARGUMENTS
	:	
	:	
vs.	:	Case No.: 000401790 EV
	:	
GILBERT FREEDMAN,	:	Judge: STEVEN L. HANSEN
Defendant.	:	Date: June 21, 2001

Clerk: sharmanb

PRESENT

Plaintiff(s): LAURIE BARNETT
Defendant(s): GILBERT FREEDMAN
Plaintiff's Attorney(s): CLAYNE I COREY
Defendant's Attorney(s): BRIAN C. HARRISON
Video
Tape Number: 26 Tape Count: 9:56

HEARING

TAPE: 26 COUNT: 9:56

Mr. Harrison addresses the Court. He states that they have reached a stipulation. It is agreed that the case will be consolidated into case #954400884. It is also stipulated that plaintiff be given 30 days to respond to discovery.

Mr. Harrison will prepare the order.

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,

-vg-

GILBERT FREEDMAN,

Defendant.

ORDER

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.

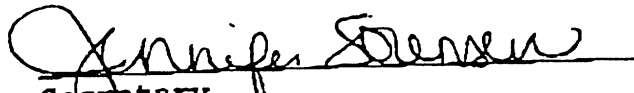
BY THE COURT:

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

CLAYNE I. COREY (5847)
COREY & ASSOCIATES
CREEKVIEW PLAZA SUITE C-103
948 EAST 7145 SOUTH
SALT LAKE CITY, UTAH 84047-1787
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.

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

Civil No. 954400884

Judge Steven L. Hansen

Plaintiff, Laurie Barnett, by and through her attorney of record, Clayne I. Corey of the law firm of COREY & ASSOCIATES LC, hereby certifies that Response to Defendant's First Set of Interrogatories and Requests for Production of Documents and Other Tangible Things was mailed, hand delivered, etc on this 25th day of July, 2001, to:

Brian C. Harrison
3651 N. 100 E., Suite 300
Provo, UT 84604

COREY & ASSOCIATES:

Kira Madley

Affidavit from Gil Freedman

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. (See photo)

Mr. Harrison summoned Gil Freedman to pick up the sealed envelope.

Gil Freedman 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 Gil Freedman 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 Gil Freedman's father Irving H. Freedman, which shouldn't have been in Laurie L. Barnett'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)**

Mr. Michael Hardcastle can be reached at
Pier 84 Boats
8452 S. State Street
Midvale, Utah

Signed,

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

Gilbert Freedman

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,	: PLAINTIFF'S FIRST SET OF
vs.	: INTERROGATORIES, REQUESTS
	: FOR ADMISSION AND REQUEST
LAURIE BARNETT,	: FOR PRODUCTION OF DOCUMENTS
	:
Defendant.	: Civil No. 954400884
	: Judge Steven L. Hansen

TO: LAURIE BARNETT AND HER ATTORNEYS OF RECORD HEREIN:

Pursuant to Rule 33 of the Utah Rules of Civil Procedure, plaintiff hereby requests defendant to answer, under oath, separately and in writing, each of the following Interrogatories and to serve such answers upon the undersigned within thirty (30) days after service hereof.

These Interrogatories are to be answered by you to the extent of all information which is or may be available to you or any person, firm or other entity acting on your behalf and not merely information within your personal knowledge.

These Interrogatories are continuing in nature, and to the extent that your responses thereto may be enlarged,

Describe any dispositions you have made of said personal property and if sales have occurred, designate the amount received for said item.

7. State any sales of any of the real or personal property of the marriage, since the date of the Amended Supplemental Divorce Decree, itemizing each item sold and designating the amount received for said item.

8. State the amount the above parties received from plaintiff's inheritance from his father and your disposition of all of that amount. State further with regard to sales of boats and or merchandise upon which you obtained a release of lien and later sold or auctioned, the amounts given for lien releases and obtained from sales of said real and personal property.

9. State the purpose of the before mentioned binding agreement.

10. State the amount received for sale of the horses.

11. State whether defendant believes she has adequately divided the personal property of the marriage with plaintiff.

12. Itemize the art work owned by the parties subsequent to divorce and give an accounting of where those items are now or what the present disposition of them is.

13. Designate the present disposition of the Waterford crystal, Lennex dishes and itemize jewelry with value, you purchased during said marriage.

14. State where plaintiff's tools, picture albums, appliances and food are located and if he may have them now.

15. Name all witnesses you intend to use at time of trial and give a synopsis of the testimony each such witness will give.

16. State why you have not already produced the documents requested below.

Pursuant to Rule 36, Utah Rules of Civil Procedure, admit or deny the following Requests For Admission and serve an answer to the same upon plaintiff's attorney within thirty (30) days of service herein.

REQUESTS FOR ADMISSION

1. Admit that you signed both the preliminary agreement and the binding agreement.

2. Admit that you intended both to be effective agreements.

3. Admit that you intended to honor terms of the binding agreement.

4. Admit that you have sold the lot owned by the above parties during the marriage.

5. Admit that you have not paid one half of the proceeds from sale of the lot to plaintiff.

6. Admit that you have plaintiff's mother's jewelry.

7. Admit that you have plaintiff's mother's furs.

8. Admit that you have plaintiff's mother's silver.

9. Admit that you sold the horses and did not share the proceeds with plaintiff.

10. Admit that you used plaintiff's father's inheritance to pay off a lien against the Bullriver property.

11. Admit that you used plaintiff's father's inheritance to pay off a lien against boats and assets of the family business.

12. Admit that you sold the boats and assets after you paid the lien off.

13. Admit that you did not give an accounting of sale of the boats and assets to plaintiff.

14. Admit that plaintiff has paid for materials, labor and repairs to the Bullriver property subsequent to the divorce.

15. Admit that plaintiff has paid for care of the dogs subsequent to the divorce.

16. Admit that defendant has not reimbursed plaintiff for payments for materials, labor and repairs to the Bullriver property.

17. Admit that defendant has not reimbursed plaintiff for payments for care of the dogs.

18. Admit that the agreement that plaintiff pay defendant \$284,118.00 before sharing net proceeds from sale of the Bullriver property has no basis whatsoever.

19. Admit that defendant got plaintiff to sign the preliminary agreement by defendant's agreeing to the terms of the binding agreement.

Pursuant to Rule 34, Utah Rules of Civil Procedure,

plaintiff requests that defendant produce the documents identified below. A written response to this pleading must be served within thirty (30) days after service of this pleading in accordance with the rule.

1. All documents in your possession applicable to or providing support of information given pursuant to the foregoing Interrogatories and Requests For Admission.

2. Each and every document you intend to introduce at trial.

3. All documents, notes receipts, invoices, cassette recordings and letters from the two (20) "Hon" file cabinets, the files in the bedroom and upstairs game room, the files from the downstairs kitchen cabinets and drawers and files locked in the storage room and garage. Said files include the following items:

- a. Appraisal of home at 8895 West Bull River Road, Lehi, Utah;
- b. All documents pertaining to home at 8895 West Bull River Road, Lehi, Utah;
- c. All building permits and house plans containing the name of Gil Freedman;
- d. All files pertaining to the Charleston, Utah lot;
- e. All files pertaining to the Thousand Oaks, California lot;
- f. All files pertaining to the Victorville/Apple Valley, California lots;
- g. All files pertaining to the US Small Business Administration;
- h. All files pertaining to the Utah Commerce Department;

- i. All files pertaining to the Utah Department of Motor Vehicles;
- j. All files pertaining to Robert Chow and the property at 10231 Venice Blvd., Los Angeles, California;
- k. All of Gil Freedman's Federal and Utah Tax returns;
- l. All files pertaining to Zion's Bank of Utah paid loan;
- m. Gil Freedman's Resumes;
- n. Gil Freedman's birth certificate;
- o. Gil Freedman's diplomas;
- p. Gil Freedman's Army Discharge;
- q. Gil Freedman's Army ID Tags(Dog Tags);
- r. Gil Freedman's Last Will and Testament;
- s. Irving H. Freedman's Last Will and Testament;
- t. Charlotte Freedman's Last Will and Testament;
- u. Gil Freedman's bank statements, check books and deposit slips;
- v. Gil Freedman's credit card statements and receipts;
- w. All files and documents from the US Veterans Administration;
- x. Utah Vehicle Title for the 1993 Ford Taurus vehicle;
- y. Photo albums and photos belonging to Gil Freedman, Gary L. Freedman and Freedman family;
- z. All files pertaining to Randall S. Freedman, Gary L. Freedman, Irving H. Freedman, Charlotte Freedman and Howard S. Freedman;
- aa. All files pertaining to monies Gil Freedman Received from Irving H. and Charlotte Freedman through interhitance and other means;

- bb. All files pertaining to sale of lots: 10228-10232 Venice Blvd. and Vinton Avenue, Los Angeles, California;
- cc. All files pertaining to Hampshire Storage, Thousand Oaks, California;
- dd. All files and payroll statements from Brown and Williamson Tobacco Company;
- ee. All invoices, bills of lading, notes and charge receipts for materials and labor for all repairs and improvements done to the home at 8895 West Bull River Road, Lehi, Utah; highland, Utah lot 2; Plat D Quail Hollow Sub. Area 0.635 Acres; 1.602 acre lot located on Charleston Road, Charleston, Utah;
- ff. Two cartons of files concerning the Gil Freedman and Laurie Barnett (Freedman) divorce. Also any loose files pertaining to the same;
- gg. Any files pertaining to appraisals of property located at 619 South 600 West, Salt Lake City, Utah;
- hh. Invoices for parts and repairs to Kabota Farm Tractor;
- ii. Invoices for parts and repairs to Hyster Forklift;
- jj. All Gill Freedman health and medical records;
- kk. All well and well pump repair invoices.

DATED this 19th day of December, 2001.

REX B. BUSHMAN, P.C.

By: 

Rex B. Bushman

EXHIBIT: 15

Marine Wholesalers

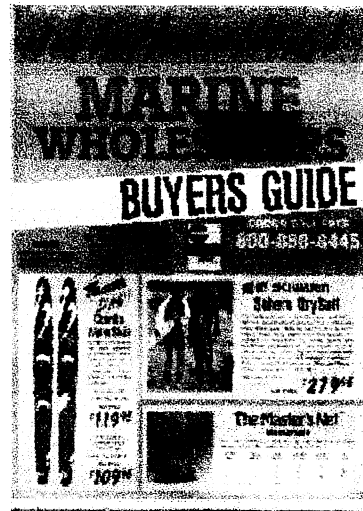
Division of Starfire Boat Company

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

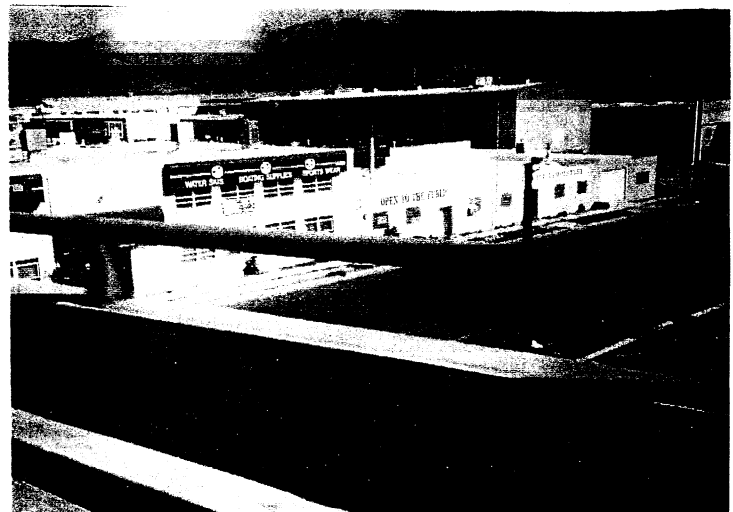
Very Well Equipped

65,000 Square foot Manufacturing facility

Molds and fixtures

Diesel Transports

Large Inventory





HART *Corporation* / NATIONAL DIVISION

INDUSTRIAL REAL ESTATE

900 Jaymor Road
Southampton PA 18966
Telephone (215) 322 5100

HART *Corporation* / MIDWEST DIVISION

INDUSTRIAL REAL ESTATE

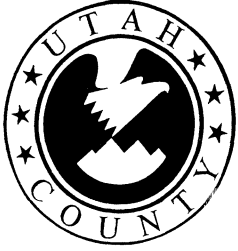
Renaissance I 7007 College Boulevard Suite 440
Overland Park Kansas 66211 1524
Telephone (913) 491 4970

REGIONAL DIVISION OFFICES

ATLANTA • CHARLOTTE • CINCINNATI • DALLAS • GREENVILLE • KANSAS CITY • MIAMI • PHILADELPHIA

Information furnished regarding property for sale, rental or financing is from sources deemed reliable. But no warranty or representation is made as to the accuracy thereof and same is submitted subject to errors, omissions, change of price, rental or other conditions prior to sale, lease or financing or withdrawal without notice. No liability of any kind is to be imposed on the broker herein.

EXHIBIT: 16



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 and last names being clearly legible.

Chris Yannelli
Deputy Utah County Attorney

CY:tac