

2004

# Leslie D. Bosch v. Albert B. Bosch : Brief of Appellant

Utah Court of Appeals

Follow this and additional works at: [https://digitalcommons.law.byu.edu/byu\\_ca2](https://digitalcommons.law.byu.edu/byu_ca2)



Part of the [Law Commons](#)

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

Douglas D. Adair; Attorney for Appellee.

Leslie D. Bosch; Attorney Pro Se.

---

## Recommended Citation

Brief of Appellant, *Leslie D. Bosch v. Albert B. Bosch*, No. 20040290 (Utah Court of Appeals, 2004).  
[https://digitalcommons.law.byu.edu/byu\\_ca2/4898](https://digitalcommons.law.byu.edu/byu_ca2/4898)

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

---

IN THE UTAH COURT OF APPEALS

OF THE STATE OF UTAH

---

LESLIE D. BLOSCH  
Appellant/Respondent,

v.

ALBERT B. BLOSCH  
Appellee/Petitioner,

)  
)  
)  
)  
) Appellate Case No. 20040290-CA  
) with filings in and for this caption-  
) with incorrect direction filed under  
) Appellate Case No. 20020606-CA  
) please see both files for entire  
) contents of documents & filings  
) Court **did not** merge paperwork  
)

---

BRIEF OF APPELLANT 50 PAGES  
ADDENDUM INCLUDED WITH ~~33~~ PAGES INCLUDING TABLE OF  
CONTENTS;

---

Appeal from A Judgment Entered By  
The Second Judicial District Court, Davis County, Farmington Division  
Honorable Rodney S. Page, District Court Judge Presiding

CRAMER, CRAMER & ADAIR  
Douglas D. Adair  
845 South Main Street #23  
Bountiful, UT 84010  
Telephone: (801) 299-9999

LESLIE D. BLOSCH  
Attorney in Pro Per  
391 North Main Street  
North Salt Lake, UT 84054  
Telephone: (801) 295-5724

CRIST, CATHCART & PETERSON  
Douglas D. Adair  
80 North Main Street  
Bountiful, UT 84010  
Telephone: (801)

Attorney for Appellee

Attorney for Appellant

UTAH C

APPEALS

UTAH

.A10

DOCKET NO. 20040290-CA

FILE

UTAH APPELL

DEC 23 2004

## TABLE OF CONTENTS

	<u>Page (s)</u>
Cover.....	i
Table of Contents.....	ii
Table of Contents for arguments.....	iii
Table of Authorities.....	iv, v, vi
Table of Contents for addendum.....	vii
Exhibits attached hereto at the end of the document.....	
Notice to the Court.....	vii
JURISDICTION OF THIS COURT AND PROCEEDINGS BELOW.....	1
STATEMENT OF THE ISSUES PRESENTED FOR REVIEW.	1
THE GOVERNING STATUE (S).....	5
STATEMENT OF THE CASE.....	6
STATEMENT OF THE FACTS.....	8
A. The Parties Situation at the time of marriage.....	9
B. The Parties Situation at the time of trial.....	9
SUMMARY OF ARGUMENTS.....	Included
Under aruguments.	

## **TABLE OF CONTENTS**

ARGUMENT.....	Page (s)
1. Alimony & marital property.....	10
2. Attorney Fees & Costs.....	22
3. Attorney Fees for Appellate Costs.....	27
4. Property needing to be discovered and fairly distributed.....	32
5. 401 (k) Distribution.....	35
6. Discovery.....	41
7. Taxes.....	44
8. Other issues wanted to address but no room allotted.....	49
CONCLUSION.....	146

## TABLE OF AUTHORITIES

<u>Cases</u>	Page (s)
<u>Bailey v. Bailey</u> , 745 P.2d 830 (Utah App 1987).....	39
<u>Berger v. Berger</u> , 713 P.2d 695 (Utah 1985).....	39, 41
<u>Burke v. Burke</u> , 733 P.2d 133 (Utah 1987).....	2,31,32,43
<u>Burke v. Burke</u> , <u>supra</u> .....	36
<u>Dunn v. Dunn</u> , 802 P.2d 1314, 1320 (Utah 1999).....	34,5,35,36,43
<u>Englert v. Englert</u> , 576 P.2d 1274 (Utah 1978).....	43
<u>Englert v. Englert</u> , 576 P.25 Supreme Court.....	43
<u>Gardner v. Gardner</u> , 748 P.2d 1076 ( Utah 1988).....	2
<u>Gardner v. Gardner</u> , <u>supra</u> .....	32
<u>Jones v. Jones</u> 700 P.2d 1072 (Utah 1985).....	2,32
<u>Lee v. Lee</u> , .....	48
<u>Lee v. Lee</u> , <u>supra</u> .....	2, 48
<u>Marchant v. Marchant</u> , <u>supra</u> .....	39,41
<u>Maxwell v. Maxwell</u> , 754 P.2d 84, 86-87.....	3,4,5,35,44
<u>Morgan v. Morgan</u> , 137 Utah Ad. Rep 35, 37 (ct. App. 1990)...41	
<u>Munns v. Munns</u> , 790 P.2d at 118.....	2,4,50
<u>Savage v. Savage</u> , 658 P.2d 1201, 1203-5.....	2,24

<b><u>Savage v. Savage at 1024</u></b> .....	24
<b><u>Savage v. Savage, supra</u></b> .....	32,48
<b><u>State v. Irwin, 924 P.2d 5</u></b> .....	5,46,18,27
<b><u>Wiley v. Wiley, 951 P.2d 226</u></b> .....	1,4,18,27
<b><u>Workman v. Workman</u></b> 652 P.2d 931,932 (Utah 1982).....	2
<b><u>Workman v. Workman supra</u></b> , .....	39
<b><u>Woodward, supra</u></b> .....	39
 <b><u>Other Authorities</u></b>	
Amendments Section 1 and 5.....	3, 4,5
United States Constitutional Amendment XIV Section 5.....	3,4,5,42
Utah Code Annotated s 7-8-103 (1) (a).....	38
Utah Code Annotated s 30-2-1.....	38
Utah Code Annotated s 30-2-4.....	20
Utah Code Annotated s 30-3-5(1).....	3,4,5,6,36,48
Utah Code Annotated s 30-3-5 (7) (a) (1), (ii), (iii), (iv).....	1,18..
Utah Code Annotated s 78-2a-3 (2) (h) ( 1987).....	1,
Utah Rules of Appellate Procedure Rule 34-a-e.....	27
Utah Rules of Appellate Procedure Rule 24.....	34
Utah Rules of Civil Procedure 26 (F) (2) (b).....	70,84

## **JURISDICTION OF THIS COURT AND PROCEEDINGS BELOW**

This appeal is from a final Decree of Divorce entered on February 26, 2004.

This court has jurisdiction to decide the appeal pursuant to Utah Code

Annotated s 78-2a-3 (2) (h).

## **STATEMENT OF THE ISSUES PRESENTED FOR REVIEW**

1. **Alimony** -Mr. Blossch was given almost the entire amount of marital property. The judge did not list his reasons for his determinations nor did he list the petitioner's expenses. Appellant received 5% of the marital assets. He refused to comply with interrogatory requests and should be made to do so. The appellant request for alimony was \$5,026.87 per month and she was awarded \$1300.00 for 3 years beginning from October 1, 2003. She was not awarded rehabilitative alimony or for the full length of the marriage. She married petitioner based upon the predication of his stating that she was able to be a stay at home wife and mother. The marriage was very abusive and the petitioner finally left the marriage.

**Standard of Review:** Clearly Erroneous Standard, Clear Weight of the Evidence is Against the judgment, Without due process allowed.

**Supporting authority:** Willey V. Willey 951 P.2d 226, Utah Code

CAnnotated s. 30-3-5 (7) (a), (i), (ii), (iii), (iv), Utah Code Annotated s 30-3-5 (7) (h), Willey v. Willey, 866 P.2d 547, 549, Utah Code Annotated 30-3-5

(7)d). Utah Code 30-2-1, Munns, 790 P.2d at 118, Workman v. Workman 652 P.2d 931, 932 (Utah 1982), Savage v. Savage 658, P.2d 1201, 1203-05 (Utah 1983), Burke v. Burke, 733 P.2d 133 (Utah 1987) Savage v Savage: Lee v. Lee supra, Gardner v. Gardner, supra: Jones v. Jones, 700 P.2d 1072 (Utah 1985)

2. **Property Division**- Real property was not disclosed. Petitioner's failure to comply in his handling in his interrogatory requests held the trial back. He lied about everything. He finally came forward with a one word answer about some apartments two days before trial.

**Standard of Review**: Clearly Erroneous Standard, Clear Weight of the Evidence is against the judgment, without due process allowed

**Supporting Authority**: See above under alimony. I did not doubly list them because of space.

3. **Discovery**- I was promised by the judge in going to trial that I would be able to do discovery on the marital property after the trial. He then told me no and would not let me do it. He told the clerk's at the clerk's office not to allow me to do it. I have not been able to hand out any subpoenas.

**Standard of Review**: Clearly Erroneous Standard, Clear Weight of the Evidence is against the judgment, against Utah Law.



**Supporting Authority:** URCP Rule 26 (F) (2) (B), United States

Constitutional Amendment XIV, Section 1, USCA XIV Section 5, Burke v. Burke, Supra; Englert v. Englert, 576 P.2S Supreme Court, Utah Code 30-3-5 (1), Dunn v. Dunn, Maxwell v. Maxwell, 754 P.2d 84, 86-87

4. **401 (k), financial assets and holdings of every kind-** The wrong amount was represented at trial. It was fraud on the part of both attorneys to stipulate to a value other than that-to which they both knew, existed at the time of trial. However, question really does exist about the true and accurate amount. I would like to do discovery in regard to this issue.

**Stock** Please take note: Mr. Albert Blosch in this caption has deposited into my America First Credit Union at two different time frames the amount of \$8,382.60-to represent his word of mouth amount of stock he says was in the marital stock at the time of divorce. I have transferred this amount back into his account both times. I do want my stock money. I am not representing his amounts until they are verified.

**Standard of Review:** Fraudulence, Clear Weight of the Evidence is against the judgment, Clearly Erroneous Standards, Substantial rights of the parties.  
Supporting Authority: See above under alimony. (The same but not doubly listed for space purposes.

5. **Abuse of Discretion**-So many acts of abuse of discretion have taken place with this court and with the actions of counsel that were hired to represent me.

**Standard of Review:** Violation of Utah Law and Procedure, Clearly Erroneous Standard, Clear Weight of the Evidence is against the judgment.

**Supporting Authority:** Look under the heading of discovery and Munns, will not list twice for space issues. Willey v. Willey, 866 P.2d 547, appeal after remand 914 P.2d 1149, Certiorari granted 925 P.2d 963, reversed 951 P.2d 226.

6. **Attorney fee's and costs**-I was not awarded attorney costs only in the amount of \$6500.00 when the petitioner received approximately \$17,000 for this self-same caption.

**Standard of Review:** Clear Weight of the Evidence is against the Judgment. Clearly Erroneous Standard.

**Supporting Authority:** See heading under alimony will not list twice for space issues. And Munns

7. **Taxes**-were never discussed nor had an opportunity or time to argue. The court made no finding but the opposing counsel added it in anyway. A trial needs to be done.

**Standard of Review:** Incorrect facts and findings. No hearing was made one this. Clearly Erroneous standard, vacate of the Judgment, new issue somewhat on appeal.

**Supporting Authority:** State v. Irwin, 924 P.2d5 (Utah Ct. App. 1996) cert denied, 931 P.2d 146 (Utah 1997). Any facts that are without the preponderance of the evidence must be vacated.

8. **Facts & finding and conclusions of Law-**All items I have listed here in this argument, (see argument) are not listed correctly on the divorce decree. There are other things as well including the debts incurred by Mr. Albert S. Bloch. There are so many, I would ask the court to vacate the judgment on the facts and findings of the divorce decree and remand them to the district court to determine accurate representations-after the hearings have been conducted to fiduciate-an affirmative confirmation of the events and allocations set forth in this caption.

**Standard of Review:** Clearly Erroneous Standard. Clear weight of the evidence is against the judgment.

**Supporting Authority:** State v. Irwin, 924 p.2d 5 (Utah Ct. App. 1996) cert denied, 931 P.2d 136 (Utah 1997).

### **THE GOVERNING STATUTE**

Utah Code Annotated s 30-3-5 (1) (Supp. 1988) provides, in pertinent part: When a decree of divorce is rendered, the court may include in it equitable orders relating to the children, property and parties.

### **STATEMENT OF THE CASE**

The parties were married on June 12, 1996. Albert Blosch (hereinafter “Albert or Mr. Blosch) and Leslie D. Blosch (hereinafter “Leslie or Mrs. Blosch), had no children-yet. The marriage was an abusive one and built on lies. Mrs. Blosch told Mr. Blosch that she wanted to be a stay-at-home mother and/or wife. She asked Mr. Blosch what he wanted and if he had any problems with this. He said no, it is what he wanted too. With this in mind and the double standard of life that Mr. Blosch led due to his habit of 20 years or more of serious pornography addiction and abuse-the marriage hit the rocks and eventually ended with substantial emotional duress taking its toll on Mrs. Blosch. Mr. Blosch admitted that he never had any intentions of living up to his promises prior to the marriage. He admitted to Mrs. Blosch 5 years into the marriage that he lied just to be with her. Thus, he used Mrs. Blosch mentally, emotionally, physically and every way.

A hearing for an Order to Show Cause was scheduled on September 10, 2002. The case was heard in an Order to Show Cause on September 27, 2002. An objection hearing to this trial was heard on November 5, 2002.

Mediation took place and failed. Albert's idea of settling is to make me agree to settle for nothing. A pre-trial conference lists minutes of December 9, 2002. During this hearing in which counsel met in chambers-a scheduling order was discussed. It was stated that supplement discovery was wanted and it was to be completed in 2 weeks. On December 11, 2002 a domestic conference was scheduled for January 21, 2003. Also, on December 11, 2002 a pre-trial conference was scheduled for February 13, 2003. Both counsel phoned and cancelled domestic conference set for 1/21/03. Due to the status of the case both decided to do so. On 2/13/03-It was recommended that case was to be certified for trial. Yet, it does not state what date was certified for trial on the docket. On 5/12/03 trial was cancelled. Bench trial was set on August 11, 2003 @ 9:00 with Judge Page. Bench trial cancelled on 6/11/03. Bench trial scheduled for August 25, 2003. Bench trial cancelled on August 13, 2003. Telephone conference rescheduled for August 22, 2003. It doesn't state that the trial in August was cancelled-although it was. September 22, 2004- phone conference with both parties to do a Motion to Continue the Trial-at that point due to the lack of response from the petitioner not answering his interrogatory requests. The petitioner and his counsel did not answer their interrogatory requests and many cancellations of trial dates and phone conferences were made. It was

continually waiting for them to comply with open promises-which did not yield any fruit other than frustration. Days before the trial Mr. Bloch revealed certain information without any addresses at all-leaving no time for discovery. All along we had waited for them to comply. Discovery was not done on the places that we found. Corroborating information was needed and I had been waiting for it. No motion to compel was ever filed by my attorney at that time-Denise P. Larkin-although I had asked her to do so multiple times. The judge allowed the trial to go forward without the compliance of the petitioner-making false promises to me about doing discovery on assets after the trial. On the last day of court-he told me I could not do discovery-it was over.

The 1<sup>st</sup> day of trial was held on September 29, 2003 with the second day of trial proceeding on November 7, 2003. After this post-trial motions have been filed up until February 24, 2004. On this date of 2/4/04 there was a hearing on a notice for a new trial-issued by Judge Rodney Page.

The marriage was bifurcated on September 29, 2003-by the ruling of Judge Page. The divorce was addressed as being granted to both parties. Grounds were not mentioned-until after the ruling.

### **STATEMENT OF THE FACTS**

**a. Parties situation at the time of marriage.** The parties were married on June 12, 1996 in Reno, Nevada. They had no children. A petition for a decree of divorce was filed in the district court on July 3, 2002. The marriage was based upon fraudulent information. Mrs. Blossch met Mr. Blossch at work. Before the marriage Mrs. Blossch spoke to Mr. Blossch of her desire to be a stay-at-home mother and/or wife. She let Mr. Blossch know this prior to the marriage-in turn Mr. Blossch told Mrs. Blossch this is what he wanted to. Mrs. Blossch said she would work outside the home until pre-marital debt was paid off. Mrs. Blossch made little. She made very little and her paycheck stub indicates in the year they were married that she made less than \$2,167.00 yearly in wages. Mr. Blossch was an airline pilot. He worked for Skywest Airlines. He was a first-officer on the metro-he claims. It is indicated that he made \$35,551.58 per year-at Skywest. Within 4 months Mrs. Blossch quit her job to - (a. as planned she would after a beauty contest she was in) (b. to be with her husband who wanted to move to San Diego, California). Mrs. Blossch followed and they lived their-approximately 6 months.

**Parties Situation at the time of trial**

Mrs. Blossch was a stay at home wife and had not worked for 3 years. Mr. **Blossch** treated Mrs. Blossch with disrespect, physical, emotional, mental

& financial abuse. This case was presented at an Order to show Cause on September 27, 2002. It went to an Objection hearing on November 5, 2002. It certified for trial on September 29, 2003 and November 7, 2003. The respondent was awarded an amount of 5% of the assets. The petitioner failed to hand in interrogatory requests and drag this caption on for more than a year. Mrs. Blossch was a stay-at-home housewife and Mr. Blossch had become the Captain of the Canadian Air Regional Jet & a Check Airman. Mr. Blossch's income had sky-rocketed and his checks from Skywest in 2002-indicate that he made \$95,384.50-paying taxes of \$22,127.23 leaving him after taxes \$73,257.27. This information was not updated for the trial on September 29, 2003 & November 7, 2003. The information I've supplied for the amounts of \$95,384.50 & 22,127.33 were from a paycheck stub Plaintiff's Exhibit #19-for the time frame of 12/12/02 I have never been on state welfare. I think I'll have to check into it, if something is not done.

I have some health problems due to Mr. Blossch the abuse and the length of time that I endured it. I have been diagnosed with symptoms of Post Traumatic Stress Disorder.

**ALIMONY-**

**Abuse of discretion took place upon direct examination in**  
**demanding that yes or no answers be given only.** See hearing on 2/24/04



Not at anytime, did I ever submit an alimony request as per my needs and wants in the amounts of \$ 2,834.00 and \$2,141.25. They both were answers to an interrogatory request. Neither attorney ever represented the truth to which I explained to them both several times.

At the bench trial on November 7, 2003- I explained this alimony issue to Judge Page. He just brushed it aside. See Transcript for November 7, 2003 Page 42 line 6-page 44- Line 5. It needs to be changed to correctly clarify the conditions of the parties-at the time of marriage. He awarded alimony based upon the money spent during the month of August not an actual need to which I represented \$3400.00 as my need in the Objections Hearing-but it was replaced with the interrogatory request.

1. Alimony- the trial court erred in its distribution of alimony.

Alimony was allocated with incorrect standards of distribution. Findings were based upon an answer to an interrogatory question representing expenditures of respondent/Appellant in a certain month-at which time petitioner had cut of respondent's funds. It was not determined by actual need or correct interpretation of respondent/appellant's actual submission of an alimony request-that was filed with the Answer to the Petition of Divorce Decree and Counterclaim filed 7/26/02.

Micheal Murphy spent approximately 20 minutes with me the entire time.

When the interrogatory requests came he told me that the question asked by Doug Adair, which stated "What are your current monthly expenses meant

what I spent in August after all my money was cut? I put the truth. Not expecting to have it be the sheet to which alimony was deemed off of. I told Mike this at court-when it was represented. Yet, he would not say anything about it. NO one wants to listen. I had not filled out a financial declaration neither had the other party. Nor was I asked to do so. Commissioner Dillion saw this and made comment on it. I fired him! I told the next attorney Denise P. Larkin about this. She filed an objection to the proposed order. A hearing was held on November 5, 2002. This attorney knew what I told her. She did not say it. She said that \$2,834.00 was more realistic of my needs that \$2,141.25 as previously indicated. The \$2,834.00 was the first answer to his interrogatory question and the \$2,141.25 was an amended amount to the same question. I didn't have time to answer this I simply was told by the first attorney's secretary-whom prepared the interrogatory request that I could not put down that I had received welfare. So she would put an amount that reflected actual pricing in the store- but not actual pricing from the welfare system- to which I had been getting my food. I was confused as what to do. It had to be filed that day. Mike was not around-as usual. My first answer to the interrogatory question was for \$2,834.00 and the one for \$2,141.25 was for this same answer after I went home and was able to reflect

on this and found a way to more fairly state an actual representation of welfare. I then filed an amended answer to my interrogatory request

In light of this issue which is brought up many times on the record, see transcript on the Order to show Cause hearing 9/27/04-it states on line 15 on page 1- line 17. I state \$3400.00 as the amount I needed for alimony.

The judges alimony award according to the court states my needs and then it does not list the needs of the petitioner it is inaccurate in its findings and difficult to quote for the records-its reasons when it does not state them. **I**

**would ask that the issue of alimony be remanded to the court to re-**

**determine the amount thereof and the amounts that have been**

**established to be directly on point in determining why the court found**

**the findings that it did.** The fact the court does state does not give a reason

as to why the court found that I could work-based upon 1 witness who never questioned about the abuse-and told me that she didn't want to hear it.

**I asked Denise P. Larkin to go back to court several times to get an increase for alimony. She said she would not and that we could do it**

**at trial.** This is a lie. My attorney simply did not come forward. Also, it states that I never said anything about my condition in the deposition held on February 6, 2003. This is a flat -out lie. I even gave the depositions to the Judge to look at. Please refer to them in the file on page 39 line 10- page 42

line 5. See them. In addition, the minutes for the first attempt at an Order to Show Cause Hearing on September 10, 2002-it states that I am attending Steven-Henager College. This is not correct. I attended this college back in 1992. This was brought forward at trial.

**The Standard of Living** to which the parties enjoyed is incorrectly listed in the decree of divorce. It states that we lived in a modest neighborhood. The court erred in this determination based on no evidence **of any kind**, nor any questioning of any kind-that it placed this in the decree. Remand should be done.

I would like this court to reverse the decision of the trial court and determine alimony based upon my alimony submission sheet of \$ 5,026.87. I would like the court to refer to Respondent's Exhibit # 35 (Financial Declaration), Respondents Exhibit #36 (Explanation of Categories)- which outlines and details what it is that I am accustomed and the individual explanation of categories that explain my needs, Respondents Exhibit # 37 (Explanation of Insurance for Medical and Mental Health with Cobra Insurance Through Blue Cross and Blue Shield of Utah and with the Skywest Mental Health Plan & Explanation of Insurance for Medical and Mental Health for Hipp Insurance-both found under this exhibit #37. I have filed the exhibits from trial with the district court. I have asked for them in

their entirety to be transported to the appellate court. I have also filed Petitioner Exhibits in their entirety. I have asked for them to be submitted in their entirety to the appellate court as well. **They are not in the district Court's file.** I was there on November 12, 2004. **If you need copies of anything I am speaking about or is missing out of my file-please contact me.** See Financial Declarant for Respondent # 35 to know what I'm talking about in this paragraph.

I claimed expenses of \$ 5,026.87 per month and was awarded \$1300.00 per month. Mr. Blossch claimed expenses of \$2, 458.52. The judge awarded him \$2,716.00 a month for living expenses. He found that I had expenses of \$2,550.00 per month. Monthly Incomes & Financial Declarations

<b><u>Category</u></b>	<b><u>Albert</u></b>	<b><u>Category</u></b>	<b><u>Leslie</u></b>
House	898.92	House	898.92
Taxes (home)	75.00	Taxes (home)	75.00
Property Ins.	12.00	Townhome fees	95.00 (pro)
Maintenance	40.00	Townhome Ins.	45.00
Food & household	260.00	Inside Maintenance	75.00
He had nothing listed for		Food & household	300.00
Utilities because he doesn't		(school lunches) when start	90.00
Pay them.		Electricity	55.00
Telephone	50.00	Natural Gas	78.00
Laundry & dry-cleaning	50.00	Water (paid from Condo fee)	
Clothing	30.00	Sewer (\$60.00 year)	5.00 mo.
Medical, prescriptions & co		Garbage (possible)	not needed
\$110.00 month		Telephone	55.00
Dental	100.00	Cellular Phone	125.00
Ins. Prem	57.00	Internet-school	55.00

Entertainment	208.00	Personal Care & Makeup	300.00
Gifts	136.00	Massage Therapy	100.00
Travel	200.00	Singing Lessons	100.00
Auto-fuel, insurance, main- tenance	181.70	Health Insurance 3 years	178.14
auto pay	207.00	Non-covered costs	162.91
install	50.00	Delta Dental Cobra	29.51
		Non-Covered Costs	40.00
		Cobra mental health plan	0
		Non-covered costs	193.02
		Entertainment & Spending	100.00
		Gifts	25.00
		Travel	75.00
		Car Expenses:	
		a. Car insurance	67.40
		b. Car Maintenance	50.00
		c. License/Taxes	10.00
		d. Safety emissions	4.16
		e. gas	140.00
		f. projected car payment within 3 months	450.00
		tax-preparation (200.00) yr.	16.66 mo.
		Total installment payments from page 2=	930.00
		Other expenses	<u>50.00</u>
			\$ 5,026.87

My needs for insurance are as follows. The first three years I am on Cobra Insurance it will cost me \$225.00 now a month. Due to medical issues – in light of the abuse Mr. Blossch has placed upon me and the health care which is standard for all of us to receive, I will need insurance. In 3 years I cannot get a policy anywhere else but through the Hipp insurance program because I have an existing condition-from the doctors. This will

cost about \$485.41-a month with out-of-pocket expenses. Without help will I have to apply for state and federal funding?

Leslie Blosch's Financial Declaration does not include her needs for expenses for school. These amounts were given to Leslie's attorney Denise P. Larkin and Stephen Spencer-to ask for them to come forward. They were not asked to come forward. When I asked Mrs. Larkin about putting this expense on my financial declaration-she said it has to be represented under a separate issue. She lied. She did this throughout the proceedings. She also told me that you can't get witness costs at court. She also told me that a life insurance policy on the amount of the alimony to be received was automatic. I was not given a life insurance policy on Mr. Blosch's debt to me.

Mr. Blosch's incomes represented in the Order to show Cause was almost \$100,000.00 a year with a \$2.10 per diem. He is a check-airman with Skywest and received a \$9.00 hr raise on top of his \$ see exhibit # 71.56 hr normal wage-as of 2002. There is question as to really what Mr. Blosch makes. During the pendency of this action no discovery that has been done with accuracy and now that I am my own attorney I am prohibited by the judge in sending out subpoenas. I have not been permitted to have one issued. There is a red-flag on the screen that says not subpoenas in this case.

(See the addendum for an exhibit in this regard) Why was the petitioner's expenses not listed in the divorce decree? I would like rehabilitative alimony determined upon the amount available in the marital estate. I would like that to be determined fairly. I also want it for the full-length of the marriage. I will need it to heal.

**In Willey v. Willey 951 P.2d 226, Utah Code Annotated s 30-3-5 (7) (a), (i), (ii), (iii), (iv), Utah Code Annotated s 30-3-5 (7) (h). Willey v. Willey, 866 P.2d 547, 549, Utah Code Annotated 30-3-5 (7) (d)** it allows this decision in case Blossch v. Blossch-20040290-Ca-to be reversed and rehabilitative alimony to be given to Mrs. Blossch. In Willey v. Willey, the trial court did not include the needs of Mrs. Willey medical expenses as well as other her other expenses and needs. The case was reversed and remanded. Mrs. Willey was given rehabilitative alimony. Under Utah Code 30-3-5 it states: Alimony should, so far as possible, equalize the parties' standard of living. How am I to live the standard that I have been accustomed to –without an education? I will need my school taken care of. I bring up this issue not-as an issue to be decided. My attorney Stephen Spencer did not bring forward evidence in regard to my school exhibits. He didn't even ask. I asked him to correct this mistake after trial he would not. I filed a motion in this regard and the judge did not allow it. The court



states, "The Court awards no sum for education or additional training, the Court concluding that such sums are too speculative and not supported by evidence."

The trial court found on page 6 of the ruling-that I did not bring this issue of Post Traumatic Stress Disorder forward to the court until following a deposition in February of 2003, the courts continues to state, "respondent raised for the first time the question of her emotional health and the claim that she suffered from a Post-Traumatic Stress Disorder, therefore could not work. In that regard, she had her first visit with Dr. Cline in February of 2003. The court is not correct in its findings. This is incorrect. See the depositions on page 39- line 10-page 42 line 5. Not knowing at the time I would be diagnosed with the symptoms of Post Traumatic Stress Syndrome- I did relate to Doug Adair in his questioning the very symptoms of it. I had seen a doctor Dr. Peterson and his assistant Gladys Huertas in regard to sleeping issues and severe anxiety. I did have these symptoms during the time Mr. Bloch and I were married after 3 years. The mental games took their toll. My attorney was continually asked to go back for alimony and my condition and she would not. See the 11/7/3 transcripts on page 42 line 6- Page 43 line 20. Also see all transcripts for they represent the continual asking of this.

This subject matter is right on point with the argument that I make in regard to my needs and standard of living that I have been accustomed to. **Utah Code 30-2-1 states Duty to Support Wife.** It is still the law in this state, despite many changes in law respecting status of married women, that the husband is under a duty to support his wife. Nor does this duty terminate when marriage is dissolved at suit of wife, and she remains unmarried and in need of support. However, in my case *Blosch vs. Blosch* Case No. 20040290-Ca & filings in this caption filed under misguidance of case no. 20020606-CA this is not exactly the case. (See Attorneys misguidance)

I am in need of rehabilitative alimony, my needs taken care of and medical insurance and such, alimony for the full length of the marriage

**Ability to work-** Due to the abuse of the Petitioner and his treatment of me during these proceedings I have been unable to work. I have **never** been through so much in my life. The petitioner has a habit of abusing women he is ruthless, calculating and without human affection. He is sick-literally. See the exhibits on his abuse. **Pornography and it's Users,** **Conclusions of Law from his first marriage to Shari Evelyn Kendall.** The judge granted Shari a divorce from Albert on the grounds of Mental Cruelty. **Complaint and Order from the Superior Court of California, County of San Diego-** Abuse to a former girlfriend **From the desk of D.**

**Micheal Nielsen**- (Prosecuting Attorney for the Cities of North Salt Lake, West Bountiful and Woods Cross. He references the domestic violence charge against Albert Blosch from the City of North Salt Lake were dismissed. **Things my husband has done to disrespect me.** See this list.

I was told that being a stay-at-home wife and mother were acceptable to him. I planned my life around this. I did the bookwork in the home, planned the family budget and ran and directed other business aspects of our lives- I ran the domestic affairs. I was not told that I needed to go to school or work. I planned on staying home. **See Deposition of February 6, 2003 for Leslie Blosch pg 28 line 10- page 31- line 24. Also see the same deposition on page 24 line 2 through page 26 line 8** to help you understand that I did talk about schooling and becoming something for choice-not because of need.

Through the shifting sands of time values that were once upheld by man have been abandoned. I am in the middle of this change. Yet, I fall under the grandfather clause. This violates my substantial rights. I will need the court's help-to not fall through the cracks and be able to be rehabilitated in school and the funds for its need. The abuse was so horrific that Dr. Cline stated that my condition was caused by it. Although, as soon as he started to speak Judge Page cut him off.

At the trial Dr. Cline testified that-at that time when asked if I could work. He said he really wasn't sure at that time. If he needed to determine he would send me out in the workforce and see how I did. Yet, he said that he really didn't know how it would work out. At the time-with all the emotion and abuse I was dealing with he said, "The deck was stacked against me."

I have since talked with Dr. Cline and he knows that I'm still in these proceedings. He wrote me a note stating that I am unable to work at this time. He said that my ability to work will depend on the stress in my life. I am going through a tremendous amount of stress with this situation

#### **ATTORNEYS FEES'**

7. **Attorneys Fees & Costs awarded in the trial court where not Substantial to meet the needs of the Appellant/Respondent and were allocated by incorrect standards of distribution.**

The need was there for the respondent to have help with costs. She was denied court costs and attorney's fees without adequate applying of **Munns**. My attorney Denise P. Larkin stated that witness costs were not something you could ask for. Once, she was fired, I brought a motion to court asking for these fees. Based on the need, the ability and all the criteria outlined in my arguments for the division of marital property I assert that the trial court abused its discretion in not awarding full costs of all expenses and

full costs for attorney fees in this caption. Clearly erroneous standard and the fact that the judgment is against the clear weight of the evidence is the Appellate Standard of Review.

Notations were made in the ruling pg 11& 12. These notations state the following: The court further concludes that each of the parties have incurred attorney's fees and costs in this matter. Respondent claims attorney's fees in the approximate fees and costs in this manner. Respondent claims attorney's fees in the approximate sum of \$15, 298, which includes \$1,430 for her first attorney, \$6,623.10 for her second attorney and \$5,072.50 for her third attorney, who represented her for less than two weeks and during the second day of her trial.

The court concludes that this case was not overly complex in terms of either discovery or legal issues;( I disagree with this-but am not allowed to file anything; because I don't have room to state it.) Further that the fees in this matter for both petitioner and respondent increased as a result of respondent's decision to employ three different counsel in the case and by including new issues in the case late in the proceedings. This is incorrect. She the motions for continuation and the fact that the judge did not make the petitioner comply in his interrogatory requests.

The court concluded that a reasonable attorney's fee, but for the actions of the respondent, would be \$ 6,500.

The court finds that respondent is without sufficient funds to pay those attorney fees without invading the assets awarded to her. In light, of the petitioner's superior earning capacity, he has the ability to contribute toward respondent's attorney's fees. The Court recognizes that the petitioner has already paid \$2,500 toward respondent's attorneys' fees and that he has been required to incur additional fees as a result of the actions of the respondent in this matter, and therefore orders that the petitioner only pay an additional sum of \$ 4,000.00 toward respondent' attorney fees.

What are the actions of the respondent? The court does not list these and is required to by law. **URCP Rule 52:** The failure of a trial court to enter adequate findings requires that the judgment be vacated.

The court abused is discretion and the judgment here is erroneous, without merit and against the clear weight of the evidence. The factors adding up to this are listed in the file in the **MOTION AND ORDER TO CONTINUE** filed with court on September 22, 2003-right before trial- it , states that indeed Mr. Bloch had handed in information right before trial. This was written by attorney Denise P. Larkin. She told me that he had not handed anything in up and until close to 8 days before trial. She now says it

was August 13, 2004. She also writes a letter to Douglas Adair (Attorney for the Petitioner)-in this letter she addressing the fact that trial is coming up on us and we still had not received their interrogatories requests. She states my concerns of not getting my fair share-I told her to put that. Also, you'll note this letter was dated in the same month as the trial. Evidence coupled with the Judges commentary found on the docket from the District Court pg 18 on the docket printed on 11/12/04 states a notice for a continuation. The Court denies the Motion to Continue. The trial will go forward as scheduled. Relative to undisclosed property, the Court will allow respondent time after the trial to collect that information." In this statement you will understand that the interrogatory request was not handed in at this time. I am the party that has been seriously delayed in going to court due to the actions of the petitioner's non-compliance with his interrogatory requests. This is evident on the docket.

The judge has said that in light of the petitioner's superior earning capabilities that he has the ability to contribute towards my fees. He finds that I am without the ability to pay those fees. He should have to pay. The judge said: The court finds that respondent is without sufficient funds to pay those fees without invading the assets awarded to her. The debts I owe now:

Sandra Killian	Loan	1,500.00	
Lester Ethington	Loan	6,850.00	
Richard Ethington	Loan	2,205.77	
Layne Ethington	Loan	100.00	
American Express		18,000.00	
Dr. Dennis Peterson		1,300.00	
Dr. Victor Cline		1,500.00	
Marty Bodell		750.00	(I added into Lester's he paid him)
Denise P. Larkin		6,500.00	
Dean Murray		200.00	(I added into Lester's he paid him)
America First Credit Union		1000.00	
America First Credit Union		1000.00	
Payment payback for Stephen Spencer		5,000.00	(Attorney Fee)
Living Obligations as of now occurred in debt		<u>5,000.00</u>	
<b><u>Total Costs Now</u></b>			\$50,905.77-excluding costs of Appellate Court

My total debts represented at trial are found in the Financial

Declaration Respondent's exhibit #35 and are totaling then \$ \$23,441.41-

Denise Larkin has it listed as \$ 16,741.41-what is she talking about? with a one time payment of \$ 6,700.00. Whatever Denise is talking about in a one time payment-she is inaccurate. I owe the above amount still which equals \$23,441.41. This does not include expenses for Stephen Spencer my third attorney of \$5,000.00. This is the amount so far needed at that time. The withholding finances for this-when the need is there and the ability to pay is also satisfied under the demands of criteria available-abuse of discretion and go against **Munns**.



I have updated the expenses ask that the court know that I have  
The debts updated for trial are from \$ 23,441.41 to \$50,905.77 without  
appellate costs. Willey v. Willey, 866 P.2d 547, appeal after remand 914  
P.2d 1149, certiorari granted 925 P.2d 963, reversed 951 P.2d 226. 8.

### Attorney Fees for Appellate Court Costs

The respondent/appellant should be awarded costs for her time  
Effort, and expenses to file this appeal.

Leslie Blosch asserts that substantial time has been taken to file this appeal  
and deal with its dishonest nature. It has been a lot of grief and suffering.  
She also maintains that copying costs, postage costs to petitioner and his  
counsel have been such that at times. Copying costs are phenomenal and are  
estimated to be double by the time this caption is through. Transcripts costs  
have been incurred with the price of the Notice of Appeal. The appellant  
asks for \$ 15,000.00 in court costs to compensate her for her expenses Utah  
Rules of Appellate Procedure Rule 34 A-E. Quick Note to the court in  
regard to attorney misconduct, etc. This includes claims of manifest  
unjustice and ineffective assistance of counsel & fraudulence.

Mrs. Larkin-has done the following :

1. She did not include stickers on the exhibits at trial.
2. She lied to me about a motion to compel the petitioner in answering  
his interrogatory requests.

3. She stipulated to the amount of \$104,000 as being the account in the 401 (k) at the time of trial-without any foundational evidence.
4. She put down \$250.00 as the amount of alimony that I was receiving in her Objection trial from the Order to Show Cause-although it was really \$1143.00.
5. She took the abuse pictures of Albert from me and would not give them back.
6. She refused to send out subpoenas for real estate and Serengetti Investments.
7. She did not introduce evidence into this caption-but listed them afterward on the evidence sheet.
12. Refuse to represent me on issues we had talked about and discussed. She lied to me about a lot of things. She told me that life insurance on alimony was automatic. I did not ask for this thinking that. It wasn't
13. She told me that I was told by the judge that I could discovery on the marital property after the trial. She did ask questions about this to the petitioner on information that she got to me days before the trial from the court house-along with a few documentation she got from the petitioner, etc. Depositions, subpoenas and answers were not done. Then on the docket things were changed to represent this.

**Stephen Spencer**- he did a lot of things.

1. He did not bring forward the exhibits from my schooling. Or even ask for them to be introduced. He did this with other exhibits.
2. He did not give me a copy of the opposing counsels affidavit as to not order me any attorney fees.
3. Again, he did more but for times sake I will not say.

**Mike Murphy**- He failed to speak to me at all. He mislead me on the alimony sheet in the argument I've listed above and told me differently about the interrogatory request-and failed to uphold my reasoning to which I told him about the meaning of the sheet. Although, testified to the court-it still refuses to change it.

I would like to the court to determine the issue of life insurance as a standard because it is needed and the risky profession of the Petitioner/Appellee Given the petitioners paycheck stubs stating that he pays \$ 314.72 per year. See Petitioners Exhibit 10-it would be appropriate. The court has not ruled on this because it never came forward. The supporting authority in this case would be **Utah Rules of Appellate Procedure Rule 24-Issues not raised at trial. Errors can be looked at and in light as to make sure that a clear abuse of discretion takes place to not violate the substantial rights of the parties.**

The trial court used an abuse of discretion in its award of alimony and marital property to Mrs. Blosch. The foundational guidelines which are outline in **Munns**, 790 P.2d at 118 are ignored. Although, the trial court is allowed considerable discretion in the division of the marital property, it is conditional upon the fact that it exercises this discretion in accordance with the standards set by this state's appellate courts. The Utah Supreme Court has defined the factors for the trial to be considered in equitable property division as follows: The amount and kind of property to be divided; whether the property was acquired before or during the marriage; the source of the property; the health of the parties; the parties' standard of living, respective financial conditions, needs, and earning capacity; the duration of the marriage; the children of the marriage; the parties' ages at time of marriage and of divorce; what the parties gave up by the marriage; and the necessary relationship the property division has with the amount of alimony and child support to be awarded. In factoring these elements outlined in **Munns**, 790 P.2d at 118 and peering into the aspects of this Case-the judgment from the trial court truly abused its discretion and violated Utah Law. The Utah Court of Appeals notes that their courts have approved unequal distributions, but only in cases where a "significant compensating factor" could justify such a split. **Workman v. Workman**, 652 P.2d 931, 932 (Utah 1982)

(where the wife received sixty percent of the marital property while the husband retained his entire pension and paid no alimony); Savage v. Savage, 658 P.2d 1201, 1203-05 (Utah 1983) (where the wife retained sixty percent of the assets after a twenty year marriage and after full time assumption of the domestic burdens). The clear weight of the evidence is against the judgment. The trial court had no bases for its disproportionate property divisions. We enjoyed a standard of living during the marriage-as it is suggest by Commissioner Dillon's notes in the Minutes of the Order to show Cause he says, "there was a lot of money available." We had enjoyed a higher standard of living. This is no reason to deny a spouse equal share of the marital assets. A statement was made by the petitioner, to the judge- in directing his not wanting to share marital assets. His statement was, "that I was better off now than when I came into the marriage." It is absolutely a falsified lie. I am left without the most productive years of my life-spent in my attribution to my husband's career while I ran the social, home finances & domestic side of our home holding out for that promised marriage he promised me- to which I excelled at. In any light, the fact that I had a higher standard of living when I was married than when I came into the marriage- **is not** a permissible consideration under the standards established by the Utah Supreme Court. In Dunn v. Dunn they quote Burke

v. Burke, 733 P.2d 133 (Utah 1987); Savage v. Savage, supra; Lee v. Lee, supra. Under those standards, marital property must be allocated in a manner which serves the best interests of both parties and allows them both to continue a standard of living as close as possible to the standard they enjoyed during the marriage. Gardner v. Gardner, supra; Jones v. Jones, 700 P.2d 1072 (Utah 1985).

In the trial courts decision on distributing alimony it list nothing of the petitioner's expenses but approves them. It states that after taxes and after the loan is paid. What is this loan? What is the judge talking about? There was never any loan established that was a marital loan to be paid back. The judge has not specifically stated this loan, nor has he given reasons for the distribution of alimony. He makes no findings of the marital property individually nor does explain himself but to say that I am able to work

I would like this case remanded and alimony to be changed now on the amounts we now know are available.

My 5% determination of the marital assets is based upon what I know about. The court made no specific findings on the real estate property. It was questioned at trial as to certain property. The evidence to substantiate the claim of Mr. Bloschs testimony is just that his testimony.

**2. Property needing to be discovered.**

1. 147 West 200 South, Bountiful, UT 84010

2. 470 North Frontage Rd., North Salt Lake, UT 84054
3. 472 North Frontage Rd., North Salt Lake, UT 84054
4. 1175 South 200 West, Bountiful, UT 84010
5. Serengetti Properties
6. All real property and kind of other properties whatsoever from the marital estate, when subpoenas were not sent out to determine the amounts and conditions,
7. Brickyard Apartments
8. Unknown

The property division is another marital asset-which has not been disclosed.

The property at 147 West 200 South, Bountiful, UT 84010 was solely in the name of the petitioner Albert Blosch. There was a period of time from August 6, 2002 (date purchased) until September 27, 2002-the date of the Order to Show Cause for an issuance of temporary orders-at which time a restraining order was placed on the parties to not be allowed to liquidate, transfer, encumber, sell, etc. They did not quick-claim it to either party. This house is Albert Blosch's and there is no other evidence stating this **IS NOT HIS**. The only evidence Albert presented was his words of mouth stating, "It belongs to my brother Jon." See the record.

Lester Ethington also testifies that Albert spoke to him about purchasing real estate please the Court Transcripts for **November 7, 2003 pg 26 line 15- page 28 line 16.** On the trial transcripts for 2/24/04 on page 19 line 17-24-line 4- it talks about the properties. See the transcript it states when I'm talking about Mr. Blosch's property that I say its his. I never said

that. I said, The only testimony he has it him saying it's his." Also, in addition to trial Rodney Page stating that I had taken 45 minutes is incorrect. I noted this when he said it at court-and realized it was not true. See page 23 line 17.

In relation to discovery I asked the court to be able to do it. The Court first agreed then changed its mind and said I didn't ask. This is not true! See **Transcript for November 7, 2003 pg 30 Line 15- Page 34 Line 9.**

Therefore I ask that the Appellate Court reverse this decision and grant me  $\frac{1}{2}$  of the amount of the equity in the property at the time of the divorce. Alone this evidence proves my claim. Yet, further investigation into matters involved in this property would be what I would ask-as well. The facts and findings are inadequate according to URCP 52 Failure of the trial court to enter adequate findings requires that the judgment be vacated. In addition, on the divorce decree in allotting monthly monies. The judge states," after the loan is paid than a certain amount is allocated for expenses. What is this loan? "This must be remanded to determine such. No loan was represented at court!

All other properties that were known were briefly questions to Mr. Blossch-but discovery was not done and we needed more information. I planned on doing this after the trial-as promised by Judge Page. No



compensatory award was made to Mrs. Blossch either. Yet- how can one be determined without accurate information and discovery?

I am asking this court to overturn the judges decision that I must file a supercedes bond. I would like the court to grant me a stay without the supercedes bond. I would like the marital property protected while discovery is to be done.

**ARGUMENT IN REGARD TO ALIMONY, 401(K) DISTRIBUTION  
AND ALL MARITAL ASSESTS**

While the Supreme Court has declined to establish a strict mathematical formula requiring an equal division of property in all cases, an award of not even 5% to one party certainly violates the equitable standard imposed by Section 30-3-5 (1). **Indeed, if not even 5% awards were allowed, there would be no standard at all.**

The Utah Court of Appeals findings in **Dunn v. Dunn 802 p.2d 1314, 1320** represents this same issue of alimony distribution. The Utah Court of Appeals represented the equal distribution of all marital assets in highest regard. In representing Dunn The Utah Court of Appeals noted the following. “As we noted, Mrs. Dunn was an equal partner in the marriage and the distribution of all marital assets should reflect that fact.” **Maxwell v. Maxwell, 754 P.2d 84, 86-87.**

In the absence of such compensatory factors, the exclusion of valuable assets acquired during the marriage from the marital estate has been grounds for reversal. For example, In **Dunn V. Dunn**, the trial court awarded 80 percent of the marital asset to Dr. Dunn acquired during the marriage. Mrs. Dunn had no separate assets or income and still received and inequitable division. This matter was reversed and remanded. The division of the retirement accounts was to be directed to the lower court to issue a proper valuation of the accounts as of the date of the divorce and to determine the amount of interest accrued from premarital contributions to the retirement accounts. Proper credits should then be given to both parties.

Utah Code Annotated S 30-3-5 (1) (1984) provides that “[w]hen a decree of divorce is rendered, the court may include in it equitable orders relating to the ....property.” The Utah Supreme Court has repeatedly held that since the statutory language contains no hint of limitation, all of the parties’ assets, income, and potential earning capacity should be considered by the trial court in determining the most equitable way to serve the interests and welfare of both parties. **E.g., Burke v. Burke, supra; Englert v. Englert**, 576 P.2.d 1274, 1276 (Utah 1978). Judge Page states on the record that the 401(k) and Sky west stock should be distributed and shared. That is all he says in relation to its division. He does not give his reasons for

allocating Mr. Blossch an award of \$ 2,716.00 per month-nor does he list the expenses-which he should to adequately corroborate his findings in this issue as well as all others. A remand should be done for a complete disclosure of information and the reasons for its determination. Certain information was taken directly from the petitioner and with no opportunity to view them on my part-but 2 days prior to trial with which required for me to pursue other invents- before the trial date. Petitioner's interrogatories being answered but days before trial and yet still incomplete-there is not fairness in the assets being disclosed. A remand must be made.

The 401 (k) in this case was not correctly represented in the trial court. **A finding from the judge was made** that I was to receive half of the 401 (k) from the time of marriage until the date of the divorce. The amounts that Douglas D. Adair placed in the divorce decree are inaccurate and fraudulent. Fraud, Misconduct, Abuse of Discretion are products of these actions in this matter. It was abuse of discretion for the judge to not fix the error when brought to his attention. It was fraudulent behavior to stipulate to a different amount that the accurate one-knowing full well it was not.

**Utah Code UnAnnotated 7-8-103 (1) (a), Attorney Contempt of Court 78-7-18, 30-3-5 subheading 7 (a) (i), (ii), (iii), (v). Utah Rules of Evidence Rule 504 d (1) UROE Rule 504 d (4).**

Nonetheless, no exhibits of any kind nor evidence substantiates the amount of \$87,425.00 that THEY represented as being the amount in the 401(k) on the first day of trial- September 27, 2003. Rather Petitioner's exhibit 36 see attached was in Doug's exhibit book but not asked to come forward. I filed this exhibit with the court after the trial-when it was found. Douglas D. Adair's own exhibit 36 reflects an amount of \$128,830.61- as the amount in the 401(k) Skywest retirement plan on September 27, 2003- before the time of the divorce. I would like to find out the true amount in the account at the date of the divorce- as well as all amounts in all accounts at the time of divorce. This document came of the Sky west Airlines website-it came from the Petitioner. The same holds true with the Stock that has been represented in the divorce decree-coming from the petitioner only. It was not disclosed nor accompanied by a subpoena. The divorce decree failed to mention the Stock Options that I was awarded at court-as well as an accurate amount of the findings of the stock available for distribution. At the hearing On Post-trial motions On February 24, 2004 I mentioned to the judge in regard to the stock options not being the same as the Sky west Stock-which the judge awarded me half of for the duration of the marriage- nonetheless the judge said, aren't they the same things. I said they were not. He said nothing further. A remand of this is necessary to indicate the correct

amounts in these accounts. Subpoenas need to be sent out. They need subpoenas done on them-which allow me to ask you to have Judge Page lift the restraint that I can send out subpoenas. (See transcripts on Post-Trial Hearing February 24, 2004. When I became my own attorney and went to the clerk's office to get a subpoena she told me that the judge no subpoenas were to be issued in this case-she then requested that I give them back to her.

**Wrong amount in the 401 (k):**

**In the absence of competent evidence of their present value, the trial court should have awarded Mrs. Blossch an equitable share of the retirement benefits acerued during the marriage. See Woodward, supra; Bailey v. Bailey, 745 p.2d 830 (Utah App. 1987) Marchant v. Marchant, supra.** In it's ruling it designated Mrs. Blossch one half of the marital 401 (k) assets at the time of marriage until the date of divorce-but than in the divorce decree written and prepared by Douglas D. Adair it upheld the amount of \$87,425.00 as the amount in the 401 (k) at the time of the bifurcated divorce. Yet, no evidence was brought forward to substantiate this amount. In addition the attorneys Denise P. Larkin-(whom was to represent me) and Douglas D. Adair was representing the petitioner stipulated to a value in the 401 (k) as \$103,750.86- listed on the docket ( please see attached). These amounts are incompatible and both are

incorrect. They never asked for the amount of \$128,830.61 to come forward at trial in the petitioner's own exhibit # 36. Although, the court originally made the finding of an overall plan to distribute the 401 (k) it went against its own verbiage and ruling in signing the divorce decree representing a different amount than what was actually in the 401 (k). Instead of the fixed formula, it awarded Mrs. Blossch only a fixed dollar amount of values which excluded substantial contributions and accruals during the marriage, with no provision for distribution. This was directly contrary to the rulings of the Utah Supreme Court and this court.

It was error to award a fixed dollar amount based upon a "present value analysis" without having competent evidence of the present value at the time of trial. The outdated accountings adopted by the trial court obviously did not represent a present value. Petitioner's exhibit #36 was not asked to come forward into evidence by the petitioner and his counsel. I did not know it existed at the time of trial. Although my attorney Denise P. Larkin told me that there was a value in the 401 (k) of approximately \$128,000 months before trial-and at trial she said she had stipulated to an amount after the house was deducted-at trial.

**In Berger v. Berger, 713 P.2d 695 (Utah 1985)**, the Supreme Court reversed a valuation of marital property based on such state data. It held that

an accounting made a year before trial was not admissible evidence on the value of a corporation as of the date of divorce, and a new trial was required to determine the value as of the date. Id. At 698. In Marchant v. Marchant, supra, the Supreme Court held that it was error for a trial court to award a wife one-third of the present value which the husband placed on his retirement benefits, without corroborating evidence.

I ask that a remand be made for correct information and that discovery be done as well as the judge said it could be. (see page 18 of docket dated 11/12/04) allowed after trial and then on the second day of trial failed to allow me to do so and said that I could not. Morgan V. Morgan, 137 Utah Ad. Rep. 35, 37 (Ct. App. 1990); Berger v. Berger, 713 P.2d 695, 697 (Utah 1985) ;

Disproportionate divisions and exclusions of marital property have only been upheld by The Utah Supreme Court when there were significant compensating factors for the party receiving the smaller reward.

4. Discovery-The trial Court's promised discovery rights to myself the Appellant/Respondent after the trial because of the Non-compliance with petitioner with discovery. Then on the last day of trial refused to allow me to discovery. This action conflicts with United States Constitution Amendment XIV, Section 1 and The Utah Rules of Civil Procedure Rule 26 (F) (2) (B)-Abuse of Discretion.

During the proceedings the Appellee/Petitioner failed to fill out his interrogatory requests. Discovery was not complete nor was the past interrogatory requests ever answered.

There was a bench trial set for September 29, 2003. The docket states: Argument Presented. The Court denies the Motion to Continue. The trial will go forward as scheduled. Relative to undisclosed property, the Court will allow respondent time after the trial to collect that information.

At this time, I have been unable to do discovery. This violates Utah Rules of Civil Procedure Rule 26 (F) (2) (B), The United States Constitution **Amendment XIV, Section 1**- stating in part, “No state shall make or enforce **any law** which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of law”, **United States Constitutional Amendment XIV Section 5.**

Discovery is a key issue in almost all of the property spoken about and not yet found in the case. On the transcripts it states on page 44 lines 17-20 it states: Mrs. Bloch: So, your honor, am I allowed like you said, to do discovery on the real estate because you- The Court: No, you are done. This is over and finished. Please also refer to the docket of page 16 printed



on 4/19/04-the court states: The court denies the motion to continue. The trial will go forward as scheduled. Relative to the undisclosed property, the Court will allow respondent time after the trial to collect that information. The court has violated the laws of ethics. It needs to permit me to do discovery on undisclosed property as well as the property of the addresses to which we brought forward at trial-at that I was not allowed time to do sufficient discovery on them to bring forward at trial.

**E.g., Burke v. Burke, supra; Englert v. Englert, 576 P.2.S Supreme Court** has declined to establish a strict mathematical formula requiring an equal division of property in all cases, an award of less than 5% percent to one party certainly violates the equitable standard imposed by Section 30-3-5 (1). Indeed, if 5% awards were allowed, there would be no standard at all.

The Utah Court of Appeals findings in **Dunn v. Dunn** represents this same issue of alimony distribution. The Utah Court of Appeals represented the equal distribution of all marital assets in highest regard. In representing Dunn The Utah Court of Appeals noted the following. “As we noted, Mrs. Dunn was an equal partner in the marriage and the distribution of all marital assets should reflect that fact.” **Maxwell v. Maxwell, 754 P.2d 84, 86-87.**

Utah Code Annotated s 30-3-5 (1) (Supp. 1988) provides in pertinent part: When a decree of divorce is rendered, the court may include in it equitable orders relating to the children, property and parties.

In the case no. 20040290-CA and filings under 20020606-CABlosch vs. Blossch the divorce decree does not represent equitable division in any manner shape or form. Without discovery rights being done-how can we determine what there is to divide and what is equitable and just? The court states in its decree that it has been advised of all matters and being fully advised in the premises enters the Decree of Divorce. The court was not fully advised.

There has been a lot of dishonesty in these taxes. In part it is directly related to property and the income of Mr. Blossch. The CPA listed Albert's taxes as being in-correct (my witness) and the tax preparer- Lynn Mercer stated that they were correct. There was no ruling or finding made on this issue by the court-either way-nor was the issue of filings taxes and tax deductions addressed at all-until briefly commentary was made at the hearing on February 24, 2004-but it was not heard. A remand should be made to determine the correct amounts.

There is a finding that Doug Adair put in his order on Post-Trial Motions-to which The judge never stated- that I am responsible for the taxes

on the condo. It doesn't state a time frame or anything when this goes into affect.

I would have filed an objection to this order. I asked the judge when he told me that I could not file any motions of any kind or anything the Following: Mrs. Blossch, "Do you mean that I cannot even file an Objection to the proposed order." Judge Page, "No, the only thing you can file is a supersedes bond.

I have looked over this transcript and it has been deleted. In watching The tape it also has been dubbed. Nonetheless, Please refer to the Following motions in which I have mentioned this very fact to the Court. They are as follows:

1. Notice of Non-Acquiescence in regard to the order on Post-Trial Motions in Regard to the Trial on the Motion for New Trial and the OSC Hearing scheduled but not heard February 24, 2004 with 2 other filings under Non-Acquiescence.

See transcripts for the Post-trial Motions for February 24, 2004-for further detail-page 42 line4- page 43- line 25.

Therefore, this is another issue for inadequate facts and findings (Rule 52 of Utah Rules of Civil Procedure). I ask that a hearing on this issue be held to determine who is responsible for the tax liabilities on the

condominium during the pendency of the divorce and up and until the time it was put in my name. I ask that I not be responsible for the taxes during the entire course of the marriage. I ask that this be changed in the decree as well. I also ask that the statement Doug put in of , “ that no party shall make any tax claims against the other of any kind-be abolished.

I should be able to go back and get monies from Albert if the IRS chooses to Stick me with this debt. The judge never ruled on these issues. Doug Adair Just added them in.

Albert claimed the marital home on his taxes during the entire time during the pendency of this caption-on his taxes-while I was the one whom was paying this debt out of my alimony. I would like a credit for the amount of this-to pay my taxes. It should be determined fairly.

Supporting authority for this issue is the following:

The attorneys did not bring this up- this is found under **The ineffectiveness of counsel-that it is under the law of The Rules of Appellate Procedure Rule 24 Issues not raised at trial.**

The exceptional circumstances concept serves to assure that manifest Injustice does not result from the failure to consider an issue on appeal.

Quoting: **State v. Irwin, 924 p.2d 5 (Utah Ct. App. 1996) cert denied, 931 P.2d 146 (Utah 1997) &[Any facts or finding that is without**

preponderance of the evidence must be vacated]

**THE WAGE OF ALBERT BELL BLOSCHE WITH**  
**SKYWEST AIRLINES**

Albert is a Captain for Sky west Airlines and a Check Airman. The hourly wage that Albert made at the time of divorce was unknown. Albert did not supply paycheck stubs to the court. The information was out dated. In December of 2002 he paycheck stub shows his hourly wage as \$75.98 an hour.

The court found no that the petitioner had an gross income of \$ 7,700.00 per month and a net income after taxes, health insurance, FICA, Medicare and loan payment of approximately \$5,500.00 per month.

I have file twice a complete listing of all exhibits I wanted sent to the Appellate Court. These exhibits concluded to be almost a 100 exhibits x 2 times filed. The exhibits in this caption are approximately totaling 57 for the respondent and 48 for petitioner. I have filed them with the court with a request stating that I wanted them sent up to the Appellate Court –and found them not listed on the docket. I then refilled them and notices stated this on the docket more so-but none of the information was in the file-but a few documents.

In addition, I have also filed a Notice of Information to the court which contained several hundreds of pages of information that was filed shortly before the Post-trial Motion Hearing on February 24, 2004. All of this information is not in my file at the District Court. In fact, almost all of it 98% is missing.

Please contact me when you get this information and the file from the district court

The court reversed and remanded the Lee case and the Dunn case to the district court, directing that the wife be awarded her equitable share of the business interest as well as other marital assets. It held that “[a] wife is entitled to a fair and equitable share of the financial benefits accumulated by virtue of the parties’ joint efforts during the marriage.” Lee v. Lee v, supra at 1380 citing Savage, supra at 1204. All the real property and financial accounts “and its value actualized” during the marriage, is to be treated as a marital assets. Id. at 1380.

The trial court’s decision in this case can be reconciled with this court’s ruling in the Lee case. It is based upon a policy consideration that is in direct conflict with the equitable standards established for the division of property in a divorce under Section 30-3-5(1). By denying the spouse who played a supportive role any meaningful share of the property accrued

during the marriage and suggesting that the employed spouse is entitled to keep all of the assets acquired with his income, the trial court's ruling violates the fundamental precepts of Utah Law governing marriage and divorce. It should, therefore be reversed and remanded as set forth in the outlines predicated above.

**OTHER ISSUES I WISH TO BRING FORWARD BUT CANNOT  
BASED UPON NO ROOM TO ARGUE THEM.**

1. Grounds for Divorce, 2. Attorney Fraud, misconduct and ineffectiveness of counsel-3. Marital Vehicles-Monies cashed out before trial to which Mr. Blossch was allowed to keep by the judge stating that he paid my premarital-it is not accurate 5.Facts & Findings 6. Alimony issues

**CONCLUSION**

The judgment of the district court should be reversed, remanded. Interrogatories should be completed discovery done and the marital assets divided equally. Alimony should be reversed based upon the \$5,000 amount filed at the time of trial and rehabilitative alimony given and for the entire length of the marriage. A hearing should be held on the facts and findings and taxes. Attorneys fees should be reversed and awarded in full to Mrs. Blossch-both in this caption and in the trial courts. All other matters

addressed herein should be ruled on. A stay should be granted on the marital property-not including the condominium. I accept that it goes to me.

Dated this 23<sup>rd</sup> day of December, 2004



Leslie D. Bosch  
Attorney in Pro Per  
953 Shetland Lane  
Farmington, UT 84025  
(801) 447-3312

#### CERTIFICATE OF SERVICE

I, Leslie Bosch do hereby declare that I mailed a true and correct copy of the Appellant's Brief to the following individuals. I also filed them in person with the courts listed below. It was mailed postage pre-paid.

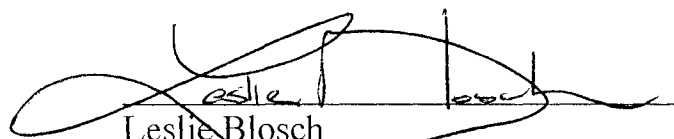
Douglas D. Adair  
Cramer, Cramer & Adair  
845 South Main Street #23  
Bountiful, UT 84010

Stephen Spencer  
Day, Shell & Liljenquist  
45 East Vine Street  
Murray, UT 84107

Douglas D. Adair  
Crist, Cathcart & Peterson, L.L.C.  
80 North Main Street  
Bountiful, UT 84010

Utah Court of Appelas  
Scott Matheson Court House  
450 South State Street 5<sup>th</sup> Floor  
Salt Lake City, UT 84114

Dated this 23<sup>rd</sup> day of December, 2004

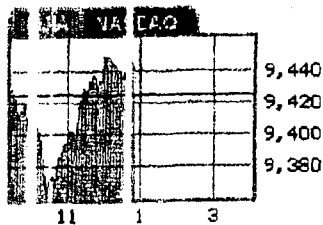


Leslie Bosch  
Appellant/ Respondent In Pro Per



**Messages (Albert Bell. Blossch)****Welcome >>**

You may use this system to view or change the status of your retirement account.

**Stock Market Summary**

as of 12:51pm ET, 9/25/2003  
© BigCharts.com

▲ DJIA	9,442.35	+16.84
▲ NASDAQ	1,851.97	+8.27
▲ S&P 500	1,014.39	+5.01

as of 12:51pm ET, 9/25/2003  
© BigCharts.com

**Account Information**

Participant Name Albert Bell. Blossch

Social Security Number 529-08-9557

Plan Name SKYWEST, INC. 401(k) RETIREMENT PLAN

Plan ID SKY

Plan Administrator N/A

Administrator's Phone

Number of Plans 1

Total Balance (09/24/2003) \$128,830.61

Total Vested Balance (09/24/2003) \$128,830.61

**Custom Resources****You Currently Have No Custom Resources >>>**

Integrate other online resources with this application by clicking the customize button above.

Plaintiff's  
Exhibit

36



November 16, 2004

To Whom It May Concern:

I am writing this letter to verify transfers coming in and out of Leslie Blosch's account with America First Credit Union. Leslie's account number that is receiving the transfers is 8164873. The account that the funds are going back to is 8266777 which belongs to Albert Blosch.

These are the transfers we show on our records:

On January 15 2004, \$8382.60 was transferred from Albert Blosch's account number 8266777 into Leslie Blosch's account number 8164873.

On February 5 2004 the same amount of \$8382.60 was transferred from Leslie Blosch's account number 8164873 back into Albert Blosch's account number 8266777.

On February 29 2004, \$8382.60 was again transferred from Albert Blosch's account number 8266777 into Leslie Blosch's account number 8164873.

On March 1 2004, \$8325.37 was transferred out of Leslie Blosch's account. This transaction was made over the phone by Leslie, and transferred into Albert Blosch's account number 8266777.

On March 2 2004, the remainder of \$82.23 was transferred out of Leslie Blosch's account number 8164873, into Albert Blosch's account number 8266777.

*Our records indicate that the above is accurate and correct information.*

Sincerely,

Teri Cano  
Orchard Branch Lead Teller  
America First Credit Union

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

2

*With You In Mind*

November 22, 2004

To Whom It May Concern:

I am writing in regard to the Second Judicial District Court Farmington, UT in and for Davis County. I am a friend of Leslie Blosch's. She made mention to me of her non-ability to get subpoenas and asked me if I would come and witness this event.

I went into the court and saw the court clerk. As Leslie asked to bring up her case a screen appeared which stated that no subpoenas were to be issued in this case. She then talked about it being their for a long time-and asked for it to be removed. They said they would get back with her.

Dated this 22 day of November 22, 2004.

  
Rodney Elliott

Douglas D. Adair (#5460)  
**CRAMER, CRAMER & ADAIR, L.L.C.**  
Smith Hyatt Building  
845 South Main Street, Suite 23  
Bountiful, Utah 84010  
Telephone (801) 299-9999  
Facsimile (801) 298-5161

Attorney for Petitioner

---

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF UTAH**  
**DAVIS COUNTY, FARMINGTON DEPARTMENT**

---

ALBERT B. BLOSCH,

Petitioner,

vs.

LESLIE DAWN ETHINGTON-BLOSCH

Respondent.

**FINANCIAL DECLARATION**

Case No. 024701139DA

Judge: Rodney S. Page

Commissioner: David S. Dillon

Name: Albert Bell Blosch  
Address 347 West 3500 South, Bountiful, Utah 84010  
Social Security No.: 529-08-9557  
Birth date June 8, 1961  
Occupation Pilot  
Employer Skywest Airlines  
Employer Address: 444 South River Road, St. George, Utah 84990

6,700.00  
- 100.00  
-----  
6,600.00

**STATEMENT OF INCOME, EXPENSES, ASSETS & LIABILITIES**

1. GROSS MONTHLY INCOME from:  
(Salary and wages, including commissions,  
bonuses, overtime and allowances)

\$6,700 00

4

Plaintiff's  
Exhibit

40

Date of Acquisition: November 1999  
 Original Cost: \$ 130,000.00  
 Mortgage balance: \$93,946.42  
 Monthly payment: \$898.82  
 Mortgage holder: Countrywide Home Loans  
 Other Liens: \$0  
 Lien Holder: N/A  
 Monthly payment: \$0  
 Current Value: 127,000.00  
 Basis of valuation: Appraisal Done August/September 2003

b. <u>Vehicles (Year, make &amp; model)</u>	<u>Value</u>	<u>Balance owed</u>
1997 Jeep Grand Cherokee	\$10,115.00	\$6,483.60
1996 Chevrolet Bretta	\$5,290.00	\$0

c. Cash and deposit accounts (bank, savings & loans, credit unions-savings and checking)

<u>Name of institution</u>	<u>Account Number</u>	<u>Current balance</u>
America First Credit Union	251835-5	\$25.00
America First Credit Union	251835-5	\$25.00

d. Securities, stocks, bonds, money market funds (other)

<u>Name of institution</u>	<u>Account number</u>	<u>Current value</u>
None		

e. Business interest

<u>Name of business</u>	<u>Shares</u>	<u>Current Value</u>
None		

f. Other assets.

None

#### 6. PROFIT SHARING OR RETIREMENT ACCOUNTS:

(If more than two accounts, attach a sheet with identical information)

Name of company/plan name: Employee Stock Purchase Plan - Skywest Airlines

Plan representative

Address

Current Value \$ ≈ 19,000.00

7. LIFE INSURANCE:

<u>Name of company</u>	<u>Policy No.</u>	<u>Face Amount</u>	<u>Cash Value(if any)</u>
Through Skywest Airlines		\$259,000.00	0

8. MONTHLY EXPENSES:

Rent or mortgage payments (residence)	\$898.82
Second mortgage payments	\$0
Real property taxes	\$75.00
Real property insurance	\$12.00
Maintenance	\$40.00
Food and household supplies	\$260.00
Utilities:	
Electricity	\$
Natural Gas	\$
Water	\$
Sewer	\$
Garbage	\$
Telephone	\$50.00
Laundry and dry cleaning	\$50.00
Clothing	\$30.00
Medical (co-pays, prescriptions)	\$110.00
Dental	\$100.00
Insurance premiums	\$57.00
Child care	\$0
Payment of child support or alimony for prior marriage	\$0
Children's expenses	\$0
Entertainment	\$208.00
Gifts	\$136.00
Donations	\$0
Travel	\$200.00
Auto expenses (insurance, fuel, maintenance)	\$181.70
Auto payments (projected & needed w/separation)	\$ see above
Installment payments	\$50.00
Other expenses	\$0
TOTAL MONTHLY EXPENSES	\$2,458.52

Pensions and Retirement	\$0
Social Security	\$0
Disability and unemployment insurance	\$0
Public assistance (welfare, AFDC payment, etc.)	\$0
Child support from any prior marriage	\$0
Dividends and interest	\$0
Rents	\$0
All other sources (specify)	\$0
TOTAL MONTHLY INCOME	\$6,700.00

2. MONTHLY DEDUCTIONS:

Federal income tax	\$702.10
State income tax	\$317.95
FICA	\$96.62
Health Insurance/Disability	\$139.68
Life Insurance/Spouse Life/Dependant Life	\$47.88
Union or other dues	\$0
Retirement or pension funds	\$999.98
457(k)	\$0
Savings plan	\$ 0
Credit union	\$0
Other:	
Dental	\$ 15.12
S.S. Tax	\$413.12
401(k) Loan	\$286.94
TOTAL MONTHLY DEDUCTIONS	\$3,019.39

3. NET MONTHLY INCOME \$3,680.61  
(Attach YTD pay stub and prior year W-2/tax return)

4. DEBTS AND OBLIGATIONS:

<u>Creditor's Name</u>	<u>Purpose</u>	<u>In whose name</u>	<u>Balance</u>	<u>Payment</u>
America First Credit Union	Line of Credit	Albert Blossch		\$600.00
America First Credit Union	Car Loan	Albert Blossch		\$207.00
TOTAL DEBTS AND OBLIGATIONS				\$807.00

5. PROPERTY

a. Real Estate (if more than one parcel of real estate, attach sheet with identical information)  
Address: 468 North Frontage Road, North Salt Lake, Utah 84056

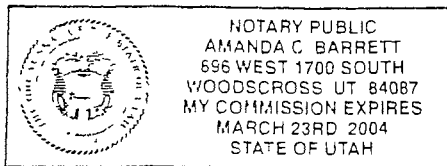
STATE OF UTAH     )  
                                  ss  
DAVIS COUNTY     )

I swear under penalty of perjury that all of the information contained herein is true and correct.

15  
\_\_\_\_\_  
Albert B. Blossch  
Affiant

Subscribed and sworn to before me on this 24 day of September, 2003.

A Barrett  
\_\_\_\_\_  
Notary





DENISE P. LARKIN, 7741  
PATTERSON, BARKING, THOMPSON & LARKIN  
Attorney for Respondent  
427 - 27<sup>th</sup> Street  
Ogden, Utah 84401  
Telephone: (801) 394-7704  
Facsimile: (801) 394-7706

---

IN THE SECOND DISTRICT COURT, STATE OF UTAH

DAVIS COUNTY, FARMINGTON DEPARTMENT

---

ALBERT B. BLOSCHE,	:	FINANCIAL DECLARATION
	:	
Petitioner,	:	
	:	
v.	:	Case No. 024701139
	:	
LESLIE DAWN ETHINGTON-BLOSCHE	:	
	:	Judge: Rodney S. Page
Respondent.	:	Commission: David S. Dillon

---

Name: Leslie D. Bloch  
Address: 468 N. Frontage Road, No.S.L., UT 84054  
Social Security No.: 548-87-5261  
Birth Date: September 9, 1969  
Occupation: N/A  
Employer: N/A  
Employer Address: N/A

STATEMENT OF INCOME, EXPENSES, ASSETS & LIABILITIES

1. GROSS MONTHLY INCOME from:

(Salary and wages, including commissions, bonuses, overtime and allowances)	\$ 0.00
Pensions and Retirement	\$ 0.00
Social Security	\$ 0.00
Disability and unemployment insurance	\$ 0.00
Public assistance (welfare, AFDC payment, etc.)	\$ 0.00

Dividends and interest \$ 0.00  
 Rents \$ 0.00  
 All other sources (specify) \$ 0.00  
 TOTAL MONTHLY INCOME ~~\$ 0.00~~

Church assistance

approx \$200.00 - 900.00 monthly

2. MONTHLY DEDUCTIONS

Federal income tax \$ 0.00  
 State income tax \$ 0.00  
 FICA \$ 0.00  
 Health Insurance \$ 0.00  
 Life Insurance \$ 0.00  
 Union or other dues \$ 0.00  
 Retirement or pension funds \$ 0.00  
 Other: \$ 0.00  
 TOTAL MONTHLY DEDUCTIONS \$ 0.00

3. NET MONTHLY INCOME (Alimony)

(Attach YTD pay stub and prior year  
 W-2/tax return)

\$1250.00

+ church assistance

LD \$ 1850.00 - \$ 2150.00

4. DEBTS AND OBLIGATIONS:

<u>Creditor's Name</u>	<u>Purpose</u>	<u>Balance</u>	<u>Payment</u>
Sandra Killian	Loan	\$ 1,500.00	\$ 100.00
Lester Ethington	Loan	\$ 1,725.00+	\$ 200.00
Richard Blossch	Loan	\$ 2,205.77	\$ 150.00
Layne Ethington	Loan	\$ 100.00	\$ 10.00
American Express	Credit Card	\$ 8,500.00	\$ 250.00
Dr. Dennis Peterson	Med. Treat.	\$ 1,170.64	\$ 75.00
Dr. Victor Cline	Med. Treat.	\$ 540.00	\$ 75.00
Ron Valentine, CPA		\$ 750.00	\$ (now)
Marty Bodell, Appraiser		\$ 750.00	\$ (now)
Denise P. Larkin		\$ 5,000.00	\$ (now)
Dean Murray, House Doctor		\$ 200.00	\$ (now)
America First C.U.			
a. VISA Line of Credit		\$ 500.00	\$ 35.00
b. VISA credit card		\$ 500.00	\$ 35.00
TOTAL DEBTS AND OBLIGATIONS (Without one time payment)		\$16,741.41	\$ 930.00

ONE TIME PAYMENT: \$ 6,700.00

## 5. PROPERTY

- a. Real Estate (if more than one parcel of real estate, attach sheet with identical information)

LD Gas with  
B.

Address: 468 N. Frontage Road, No. Salt Lake, UT 84054  
 Date of Acquisition: November 1999  
 Original Cost: \$ 130,000.00 (estimate)  
 Mortgage Balance: \$ (unknown at this time)  
 Monthly Payment: \$898.82  
 Mortgage Holder: CountryWide Mortgage  
 Other Liens: \$ (none)  
 Lien Holder: (none)  
 Monthly Payment: \$ (none)  
 Current Value: \$127,000.00  
 Basis of valuation: Appraisal

Address: 147 West 200 South, Bountiful, UT 84010  
 Date of Acquisition: August 2002  
 Original Cost: \$ 130,199.00  
 Mortgage Balance: \$ (unknown at this time)  
 Monthly Payment: \$896.90 ?  
 Mortgage Holder: Zions First National Bank  
 Other Liens: \$ (unknown at this time)  
 Lien Holder: (unknown at this time)  
 Monthly Payment: \$ (unknown at this time)  
 Current Value: \$ 155,800.00  
 Basis of valuation: Appraisal

- b. (Possible equitable (and/or other marital interest) on real property held during marriage by Albert B. Bloesch, to include, Silver Pines Town Homes, Units 5 and 6; property located on 1175 South 200 West, Bountiful, Utah and other possible properties unknown at this time)

c.	<u>Vehicles (Year, Make &amp; Model)</u>	<u>Value</u>	<u>Balance Owed</u>
	1996 Chevrolet Beretta (Fair Condition)	\$2,675.00	\$ paid
	1998 Jeep Grand Cherokee (Good Condition)	\$7,115.00	\$ 6,483.00

- d. Cash and deposit accounts (bank, savings & loans, credit unions-savings and checking)

<u>Name of Institution</u>	<u>Account #</u>	<u>Current Balance</u>
America First C.U.	2132897-6	\$ .00

America First C.U. 8164873-6 \$ .00  
Bank One 643472103 \$ 160.00

necks cashed out  
on stocks by Albert  
1,934.66  
1,821.67  
584.47  
584.47

Securities, stocks, bonds, money market funds (other)  
Name of Institution Account # Current Balance  
Salomon Smith Barney 529-08-9557 Shares 939  
SkyWest Stock 505-017996-2 Unknown  
(Zions Investment Sec) Merrill Lynch, Fidelity  
(Possible other investments unknown at this time)

## f. Business interest

Name of business Shares Current Value  
(Possible other interests unknown at this time)

g. Other assets: Possible interest in Albert S. Blossch and Lila B. Blossch Family Trust  
(Possible other assets unknown at this time)

## 6. PROFIT SHARING OR RETIREMENT ACCOUNTS:

(If more than two accounts, attach a sheet with identical information)

Name of company/plan name: SkyWest, Inc. 401(k) Retirement Plan

Plan representative: Fidelity Investments

Address:

Current Value: \$ 97,942.93 as of April 17, 2003

(Possible other profit sharing/retirement accounts unknown at this time)

## 7. LIFE INSURANCE:

Name of Company	Policy #	Face Amount	Cash Value (if any)
Commercial Life Ins. Co.	1316	\$ 20,000.00	?
	50787	\$250,000.00	?
		(Albert)	
		\$ 5,000.00	?
		(Leslie)	

Possible other life ins still being researched not known at this time

## 8. MONTHLY EXPENSES:

Townhome monthly payment:	\$ 898.82
Townhome Taxes: (863.41/yr ÷ 12)	\$ 71.95
Townhome Fees:	\$ 95.00
Townhome Insurance:	\$ 45.00
Maintenance:	\$ 75.00
Food and household supplies:	\$ 300.00
School lunches: (when start)	\$ 90.00
Utilities:	

Electricity	\$ 55.00
Natural Gas	\$ 78.00
Water (paid from condo fee)	\$
Sewer (\$60.00 a year)	\$ 5.00
Garbage (possible)	\$ 15.00
Telephone:	\$ 55.00
Cellular Telephone:	\$ 125.00
Cable:	\$ 40.00
Internet (high speed internet - school):	\$ 55.00
Personal Care and Make-up:	\$ 300.00
Massage therapy:	\$ 100.00
Singing lessons:	\$ 100.00
Insurance:	

First thirty-six months after divorce final

Cobra Health Insurance	\$ 178.14	
(non-covered costs)	\$ 162.91	
Delta Dental Cobra	\$ 29.51	
(non-covered costs)	\$ 40.00	
Cobra Psychological Insurance	\$ 1.30	
(non-covered costs)	\$ 193.02	
TOTAL:	\$ 604.88	\$ 604.88

Thirty-six months after divorce is final

HIPP Health Insurance	\$ 301.30
(non-covered costs)	\$ 184.51
Delta Dental Cobra	\$ 25.00
(non-covered costs)	\$ 40.00
HIPP Psychological Insurance	\$ .00
(non-covered costs)	\$ 135.42
	\$ 686.23

Entertainment and spending:	\$ 100.00
Gifts:	\$ 25.00
Donations (10% of income):	\$
Travel:	\$ 75.00
Auto expenses:	
a. Car insurance	\$ 67.40
b. Car maintenance	\$ 50.00
c. Licensing/taxes	\$ 10.00
d. Safety emissions	\$ 4.16
e. Gas	\$ 140.00
f. projected car pmt (within three months)	\$ 450.00
Tax preparation (\$200.00 year)	\$ 16.66
Installment payments (from page 2)	\$ 930.00
Other expenses	\$ 50.00
TOTAL MONTHLY EXPENSES	\$ 5,026.87

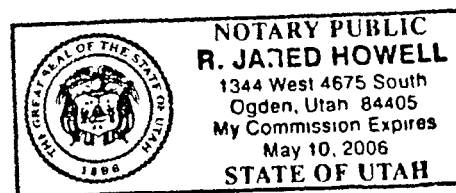
STATE OF UTAH )  
                  ss.  
DAVIS COUNTY )

The Affiant, being duly sworn, do depose and say: That I am the Respondent herein named and that I have read the above and foregoing Financial Declaration and know the contents are true and correct to the best of my present known information and belief as of this 25<sup>th</sup> day of September, 2003.

*R. Jared Howell*  
Affiant

SUBSCRIBED AND SWORN TO before me this 25<sup>th</sup> day of  
September, 2003.

*R. Jared Howell*  
Notary



**FILED**

AUG 29 2003

SECOND  
DISTRICT COURT

DENISE P. LARKIN, #7741  
PATTERSON, BARKING, THOMPSON & LARKIN  
427 27<sup>th</sup> Street  
Ogden, Utah 84401  
Attorney for Petitioner  
Telephone: (801) 394-7704  
Facsimile: (801) 394-7706

## IN THE SECOND JUDICIAL DISTRICT COURT, STATE OF UTAH

## DAVIS COUNTY, FARMINGTON DEPARTMENT

---

ALBERT B. BLOSCH,	:	
	:	MOTION AND ORDER TO CONTINUE
	:	TRIAL
Petitioner,	:	
	:	
v.	:	
	:	
LESLIE DAWN ETHINGTON-	:	
BLOSCH,	:	Civil No. 024701139DA
	:	
Respondent.	:	Judge: Rodney S. Page

---

The respondent, Leslie Dawn Ethington-Blosch, by and through his attorney of record hereby motions this court for a continuance of the trial set for August 25, 2003, which is based upon the following:

WHEREAS, counsel for the parties had a telephone conference with the Honorable Rodney S. Page to reschedule the trial that had been stricken from May 12, 2003 on or about June 10, 2003;

WHEREAS, after respondent's counsel had informed her client that a new trial was scheduled for August 11, 2003, respondent's counsel was informed of additional information respondent had discovered which she needed additional time to investigate;



Motion and Order to Continue Trial  
Blosch v. Blosch  
Civil No. 024701139DC  
Page 2

WHEREAS, counsel for respondent requested a telephone conference with opposing counsel and the Honorable Rodney S. Page which was held a few days after the new trial was scheduled;

WHEREAS, at that time respondent's counsel requested the trial be moved until September 2003, or at least without date until respondent could send further discovery and investigate other assets she believed the petitioner had an interest in;

WHEREAS, the Court directed that further discovery be sent and the trial held on either August 11, 2003, August 18, 2003 or August 25, 2003, depending on the availability of the parties' witnesses. The Court further directed respondent's counsel to contact his clerk to inform her of the chosen date;

WHEREAS, respondent's counsel discovered her expert witness, Dr. Victor Cline, would be on a cruise during the time frame of August 8, 2003 through August 19, 2003, so the August 25, 2003 was selected;

WHEREAS, respondent, prior to the second telephone conference with opposing counsel, her counsel and the Honorable Rodney S. Page, expressed her concern to her counsel in June 2003 that she believed petitioner would delay answering the interrogatories until the last minute and prevent her the necessary time to verify the documentation. This concern was addressed by respondent's counsel during the telephone call. In



Motion and Order to Continue Trial  
Blosch v. Blosch  
Civil No. 024701139DC  
Page 3

addition, the respondent communicated this concern to, Dr. Peterson, her treating physician. (Attached as Exhibit "A" is a copy of a letter and is incorporated herein by this reference.) Given the emotional instability of the respondent of which the petitioner is aware, the evidence strongly suggests any delay in answering the interrogatories or other perceived delays would certainly cause the respondent to become further emotionally and physically incapacitated.

WHEREAS, respondent's counsel sent discovery on June 26, 2003 requesting additional information regarding assets that respondent believed the petitioner had an interest in;

WHEREAS, respondent's counsel, on June 25, 2003, sent a letter requesting supplemental information needed from the respondent's first answers to interrogatories. (Attached as Exhibit "B" is a copy of the letter and is incorporated herein by this reference);

WHEREAS, in the June 25, 2003 letter, respondent's counsel specifically stated that the only discovery her client needed to supply was an updated list of her monthly expenses and if this was incorrect to please contact her;

WHEREAS, the next contact with petitioners' counsel was in late July 2003, when petitioners' counsel called to ask about expert witnesses. At that time, respondent's counsel stated that

Motion and Order to Continue Trial  
Blosch v. Blosch  
Civil No. 024701139DC  
Page 4

interrogatories were soon due;

WHEREAS, the next contact between counsel was when respondent's counsel retrieved a message from her cell phone on August 11, 2003, wherein a message was left by a secretary stating the petitioner needed additional time to answer the interrogatories;

WHEREAS, respondent's counsel, in response to the message received on her cell, called petitioner's counsel to discuss the issue on August 11, 2003. Respondent's counsel was informed that petitioner had not delayed the interrogatories on purpose; rather, petitioner's counsel stated it had been due to scheduling problems;

WHEREAS, respondent's counsel informed petitioner's counsel that due to the untimeliness in answering the interrogatories, respondent desires to seek a continuance of the trial. Respondent's counsel informed petitioner's counsel the respondent is very emotional and distraught at this time and is quickly unraveling both physically and emotionally due to the closeness of trial, the untimely receipt of the interrogatories, and dealing with her medical condition;

WHEREAS, petitioner's counsel then informed respondent's counsel that her client had failed to provide requested discovery from a January 27, 2003 letter. Respondent's counsel stated that

Motion and Order to Continue Trial  
Blosch v. Blosch  
Civil No. 024701139DC  
Page 5

she recalled sending the requested discovery and the only thing still outstanding was an updated monthly expense list.

WHEREAS, respondent's counsel upon completion of the telephone call with petitioner's counsel verified that respondent had provided the requested discovery on March 7, 2003 which was in answer to a letter from petitioner on January 27, 2003. (Attached as Exhibit "D" are copies of the two letters and are incorporated herein by this reference.)

WHEREAS, respondent's counsel did notice that the March 7, 2003, letter included an additional item of discovery she had overlooked and that was documentation of respondent's debts;

WHEREAS, respondent's counsel prior to the May 12, 2003 trial received the discovery of her client's debts; however, the information was never forwarded to opposing counsel due to the trial being continued;

WHEREAS, respondent's counsel did send a letter and the requested debt information to petitioner's counsel on August 12, 2003 (A copy of the letter is attached as Exhibit "C" and is incorporated herein by this reference;

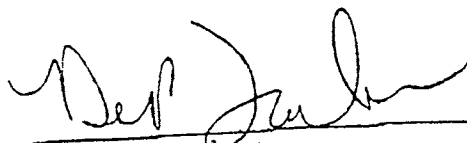
WHEREAS, respondent's counsel did receive petitioner's answers to interrogatories by "courier delivery only" on August 12, 2003;

NOW THEREFORE,

Motion and Order to Continue Trial  
Blosch v. Blosch  
Civil No. C24701139DC  
Page 6

1. Due to the untimeliness of the petitioner in answering respondent's second set of interrogatories and request for production of documents she seeks a continuance of the trial so she has ample opportunity to review the discovery and subpoena further information as necessary; and

2. Based upon the diagnosis of her treating physician, that due to her medical condition, the respondent needs ample time to review the documentation.

  
\_\_\_\_\_  
Denise P. Larkin  
Attorney for Respondent

IT IS HEREBY ORDERED ADJUDGED AND DECREED:

The respondent's motion to continue trial is hereby granted and the trial is rescheduled until the \_\_\_\_ day of \_\_\_\_\_, 2003.

BY THE COURT

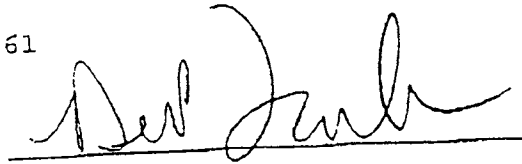
\_\_\_\_\_  
Honorable Rodney S. Page  
District Court Judge

Motion and Order to Continue Trial  
Blosch v. Blosch  
Civil No. 024701139DC  
Page 7

CERTIFICATE OF SERVICE

I hereby certify that on the 13 day of August, 2003, I  
mailed, first class, postage prepaid, and by facsimile  
transmission, did serve a copy of the foregoing on the following:

Douglas Adair  
845 South Main, Suite 23  
Bountiful, Utah 84010  
Facsimile Number: (801) 298-5161



**Dennis R. Peterson MD**

415 Medical Drive, Bountiful Utah 84010  
801-292-7254 Fax 801-293-5494

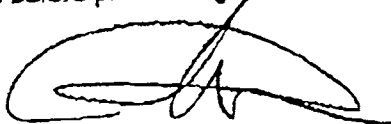
07/17/03

To Whom It May Concern

Re: Scheduling of Court Dates

Mrs. Bloch continues to suffer symptoms of a Post Traumatic Stress Disorder/ Anxiety state. She cites concerns over continued invasion of her home by her estranged husband, and mounting fear of being unfairly disenfranchised by tricky legal maneuvering. She alleges that she serendipitously came across a real estate development which he had carefully hidden from her in an effort to conceal assets. This, plus an alleged refusal to provide requested asset listings, has played upon the longstanding effects of being 'played with emotionally' and is having a negative impact on her medical status. Should she, indeed, be successfully denied a fair encounter with him in the courts, I fear that substantial emotional harm will be imposed on a nearly permanent basis. Hence, from a medical standpoint, I would ask the court to allow sufficient time for her to fully verify assets before proceeding with the resolution phase of this case.

Sincerely



Dennis R. Peterson MD

PATTERSON, BARKING, THOMPSON & LARKIN

ATTORNEYS AT LAW  
427 - 27TH STREET  
OGDEN, UTAH 84401

TELEPHONE (801) 394-7704  
FACSIMILE (801) 394-7706

PHILIP C. PATTERSON  
JUDY DAWN BARKING  
LAURA K. THOMPSON  
DENISE F. LARKIN

June 25, 2003

Doug Adair  
CRAMER & DAVIS, L.L.C.  
Smith Hyatt Building  
845 South Main, Suite 23  
Bountiful, Utah 84010

Re: Blossch v. Blossch  
Civil No. 024701139DC

Dear Doug:

I have sent under separate cover, a second request for interrogatories. You should receive them about the same time as this letter. Also, I have reviewed the original request for interrogatories and production of documents sent to your client from Mr. Murphy's office. I have also reviewed your client's answers to those interrogatories. With regard to some of the interrogatories and documents, I will need supplemental information as required by Utah Rules of Civil Procedure, Rule 26(e).

The following represents the additional information I need at this time. Please have your client answer the interrogatories from the time he answered the last interrogatories to the date he signs and has his signature notarized on the supplemental answers. Please have your client provide the following information, if applicable, on interrogatory nos. 1, 2, 3 (last three pay stubs), 4, 5, 6 (my client has some copies but not in their entirety), 7, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 (You have provided a list of the witnesses but I have not received a summary of their testimony.)

Also, in the information you provided me from my letter dated, January 16, 2003, (copy attached), I did not receive the August 2002 statement, America First Credit Union Account No. 251835-5. Is there a reason this was missing?

Doug Adair  
June 25, 2003  
Page two

Based upon the deposition on February 6, 2003, I need the following information:

1. I need a copy of the entire documentation regarding the an LLC per page 16 of your client's deposition.

If there is anything further, I will let you know. And, if there is anything that you need from my client please let me know. Based upon my letter to you dated March 7, 2003, the only remaining discovery my client needs to submit is her updated monthly expenses which I have asked her to review.

Also, my client informs me that she believes your client is accessing her mail box and coming into the residence at 468 North Frontage Road. I would hope that if your client is monitoring her mail or if he is, indeed, coming into the condominium uninvited that he would stop. Apparently, my client has experienced several items in the home being tampered with and receipts left in her home from stores she has not been at and for items she has not purchased. Please talk to your client about these concerns.

Sincerely,



Denise P. Larkin

DPL  
encl.



PATTERSON, BARKING, THOMPSON & LARKIN

ATTORNEYS AT LAW  
427 - 27TH STREET  
OGDEN, UTAH 84401

PHILIP C. PATTERSON  
JUDY DAWN BARKING  
LAURA K. THOMPSON  
DENISE P. LARKIN

TELEPHONE (801) 394-7704  
FACSIMILE (801) 394-7706

March 7, 2003

Doug Adair  
845 South Main Street, Suite 23  
Bountiful, Utah 84010

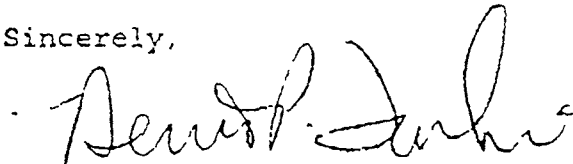
Re: Blossch v Blossch

Dear Doug:

Attached please find copies of most of the discovery request that you asked for in your letter dated January 27, 2003. From what I can determine, the only items left are an update of her monthly expenses and debt. I should have that completed by next week. Thanks.

Also, please let me know about the trial continuance.  
Thanks.

Sincerely,



Denise P. Larkin

DPL  
encl.

PATTERSON, BARKING, THOMPSON & LARKIN

ATTORNEYS AT LAW

427 - 27TH STREET

OGDEN, UTAH 84401

PHILLIP C. PATTERSON  
JUDY DAWN BARKING  
LAURA K. THOMPSON  
DENISE P. LARKIN

TELEPHONE (801) 394-7704

FACSIMILE (801) 394-7706

August 12, 2003

VIA FACSIMILE TRANSMISSION  
Douglas Adair  
845 South Main Street  
Bountiful, Utah 84010

Re: Blossch v. Blossch

Dear Doug:

I just retrieved the message your secretary left on my cell phone on some Friday stating that you need to have an extension on the interrogatories until some Wednesday. I am unclear what Friday your secretary called or what Wednesday you intend to send the interrogatory information.

As you may be aware, the interrogatories were due July 26, 2003 and given a three day mailing period no later than July 29, 2003. It is now August 12, 2003 and I have not received any interrogatory answers from your client on the Respondent's Second Set of Interrogatories.

I realize that interrogatories are time consuming; however, we have a trial scheduled for August 25, 2003 and I am out of town later this week until August 19, 2003, and I simply cannot extend any request to delay any further answers to interrogatories at the request of my client. She has long been concerned that your client would delay the answers until the last possible moment and then send them to her only leaving her minimal time to verify and adequately subpoena further information, if required.

As stated in my letter to you June 25, 2003, I had additional answers to the Respondent's first set of interrogatories which I have not received.

Doug Adair  
August 12, 2003  
Page two

I have previously sent documentation to you that my client provided me and I know that she has directly given to your client several files and documents. In my June 25, 2003, letter I indicated that I had reviewed a March 7, 2003 letter sent to you and concluded that the only information needed was an update of her monthly expenses. I know we talked near the end of July regarding expert witnesses and I mentioned to you at that time that interrogatories were soon due and that I recalled I only had to give you an updated expense list of my client. I have not heard from you whether anything further is needed. Please advise.

Lastly, I need to have a brief summary as to what your experts will testify too.

I realize that it is customary to extend time to answer interrogatories, but under normal circumstances, a trial is not looming as in this case.

Sincerely,



Denise P. Larkin

DPL

P.S. Doug I just finished my telephone conversation with you regarding the above mentioned issues. It is my understanding that you will provide the interrogatories to me today either by fax or having a runner deliver the documents to me. In addition, you state that my client has been uncooperative by not providing adequate telephone numbers or delaying seeing Dr. Gage. In so doing I provided you with her most recent telephone number and mentioned that she receives unsolicited telephone messages from your client. Also, you mentioned that she has delayed giving

you information requested in a letter dated January 27, 2003. In reviewing my filed I sent a letter to you on March 7, 2003 which included all the information you requested in your letter dated January 27, 2003. I only had left to give you her monthly expenses of which I know are outstanding. ( I have attached the letter of March 7, 2003) This information comports with my letter dated June 25, 2003. If you need me to supply that information again, I would be happy to do so. As I stated, due to my client's emotional stability at this time and her suspicions that your client has purposely delayed getting the information to her she has asked that I seek a continuance so that she can adequately review the answers to interrogatories.

FILED IN CLERK'S OFFICE  
DAVIS COUNTY, UTAH

Leslie D. Blossch  
Defendant in Pro Per  
Mailing address  
402 North 75 East  
North Salt Lake, Utah 84054  
Message phone: (801) 296-1710

MAR 3 6 34 PM '04

CLERK OF COURT

---

IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR  
DAVIS COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT

---

ALBERT BLOSCH,  
Petitioner,

NOTICE OF NON-  
ACQUIESCENCE IN  
REGARD TO THE ORDER  
ON POST-TRIAL MOTIONS  
IN REGARD TO THE TRIAL  
ON THE MOTION ~~FOR A NEW TRIAL~~ <sup>AND THE</sup>  
FOR A NEW TRIAL AND THE  
ORDER TO SHOW  
CAUSE HEARING  
SCHEDULED BUT NOT  
HEARD FEB. 24, 2004.

V.  
LESLIE BLOSCH  
Respondant,

Judge: Rodney Page  
Case No. 024701139  
Commissioner: David Dillon

---

I, Leslie Blossch, do hereby bring forward this NOTICE OF NON-  
ACQUIESCENCE IN REGARD TO THE ORDER ON POST-TRIAL MOTIONS  
IN REGARD TO THE TRIAL ON THE MOTION ~~FOR A NEW TRIAL~~  
AND THE ORDER TO SHOW CAUSE HEARING SCHEDULED BUT NOT  
HEARD FEB. 24, 2004.

I was told by the court that I could not file any objection to the purposed order in regard to this matter. Mr. Adair took the opportunity to add about thirteen different things to the purposed order entitled ORDER ON POST-TRIAL MOTIONS SUBMITTED BY THE PETITIONER. This is totally not fair. Nonetheless, I would like to make mention of the fact that non compliance to the judge's ruling is evident in this order and that I object personally to these issues and would file and objection to the proposed order if the judge would have allowed me to do so. I would like to make mention for the record of the objection in regard to this order. In regard to the findings, I will first put the petitioner's words and then I will put my thought on the issue.

- P: 1. The Court finds that Respondent has had three different counsel during the course of this action and has interjected herself into this proceeding.
- R: The word interjected is not a nice word.
- P: 2. The Court finds that Respondent requested several continuances previous to trial in this action. The Court finds that it made considerable efforts to accommodate Respondent in regard to these requests.
- R: It is true that there have been continuances. Nonetheless they have been in attempt to hold off the trial until we received the petitioner's response back in regard to the interrogatories, which we never have fully received to this day.
- P: 3. The Court finds that it held the first day of trial on September 29, 2003, and the second day of trial on November 7, 2003.
- R: No comment.
- P: 4. The Court finds that it adequately considered all matters during the two day trial as referenced above. The Court finds that both parties presented both voluminous witnesses and exhibits.
- R: Exhibits that were supposed to be asked to be presented into evidence by my attorney, which were in the book, were not asked to be brought forward. Witnesses were not asked questions in regard to the diagnosis of myself. There is no way the court could have considered all matters when all matters were not brought forward in regard to financial matters, witness testimony, exhibits, lack of following court rules, see post trial motions for more details.
- P: 5. The Court finds that each party had a full and adequate opportunity to present their case during these two days of trial. Further, each party previously had adequate opportunity to conduct discovery in this action.
- R: This is simply not true. We did not have a full and adequate opportunity to present our case. In fact I was not even allowed on the first day of trial to speak in anyway whatsoever, yet a decision was made on the grounds of divorce based upon my husband's testimony solely. The amounts that the petitioner put forward in regard to the 401k, stocks, and all other financial matters were inaccurate and off well over \$40,000. When I the respondent was my own attorney I tried to send out subpoenas in regard to this issue and others to get it modified but the judge told all the clerks that I was not allowed to send out any subpoenas in regard to this. The exhibit brought forward at trial stating an amount of the internet that was off the 401k was dated in April of the year we were divorced. The SkyWest 401k

skyrocketed within those last four months making the 401k worth \$128,000 on the day that we were divorced approximately.

In regard to financial monies and investments Mr. Bloch never answered the questions in regard to this in his interrogatories making it difficult for us to be able to find anything. It is noted by the petitioner's attorney that ample discovery requests were made. This is true. Nonetheless non compliance took place throughout the entire year or so we were going through this divorce proceeding. This is evident in the exhibits brought forward by the respondent into evidence. Without compliance and the fact that the judge was tired of the case he ordered that it go to trial but that he would allow me time after the trial to do discovery. This was not true, this was not kept. The judge without hearing or accepting any information in regard to exhibits into the file, decided to not allow me the time therefore robbing me of the process in which I am entitled. The stock options were never mentioned in the divorce decree but ruled on in court.

P: 6. The Court finds that Respondent has not presented any basis for a new trial in this action. Specifically, Respondent has not presented any evidence of any irregularity in the proceedings, any fraud, or any new relevant evidence not considered at trial, or any other basis for a new trial.

R: The respondent gave ample reasons for a new trial nonetheless the judge did not care. Irregularity was shown in these motions, fraud was and is evident. Evidence at trial was put in there by one attorney but the other attorney made me promise he would bring it forward but did not do so. Look to the motions unsigned and you will find the answers to this. Read this document in its entirety for more information.

P: 7, The Court finds that the Findings of Fact and Conclusions of Law and Decree of Divorce, as previously submitted by Petitioner, accurately represent the Court's trial ruling in this matter.

R: This is false Mr. Adair adds multiple things that were not ruled upon in the trial including about thirteen in this.

P: 7#1 The Court denies Respondent's motions for a new trial.

R: No comment

P 7#2 The court denies all items as referenced in Respondent's motion for order to show cause.

R There never was an order to show cause hearing that was scheduled that day I never spoke on the issues for the order to show cause. During my testimony in regard to motion for a new trial I had outlined on my sheet

all of the motions to which I had brought forward to the courts. I happened to speak of the MOTION TO BRING FORWARD EXHIBITS FOR THE ORDER TO SHOW CAUSE HEARING. I said I would talk about those at the order to show cause. The judge said he wanted to hear about those exhibits now. I told him about them and explained them. I went on my way with the other motions in regard to the MOTION FOR A NEW TRIAL.

Never at any time did the judge tell me that we were having an order to show cause hearing at that moment or was I aloud to speak in regard to the issues that were spoken about in the order to show cause hearing!

After all, the most fundamental issue at hand with the order to show cause hearing scheduled to be heard that day but never heard was that of the judge's ruling of December 19, 2003. The judge ordered that I the respondent would recieve the marital home if I could refinance it into my name solely with in a 90 day time period. The petitioner was told to cooperate with the order. The petitioner went in to the title company and told them that he would not sign a quick claim deed or a warranty deed because his attorney instructed him not to do so.

The mortgage loan on the house is solely in the petitioner's name. Therefore, the law states that the mortgage company cannot place the condominium in my name without Mr. Blossch signing off on the house. Therefore, I am stuck without the ability to put this house in my name, although I have already qualified for the mortgage.

Since the judge did not hear this order to show cause and did not specifically mention each and every motion to which he granted or denied it is unclear to me how the judge could have denied this order to show cause when in reality it was his ruling that I was trying to enforce. Again, it was never made clear that there was an order to show cause hearing to take place at all that day except on the docket.

In summery how can the judge deny his own ruling and my desire for Mr. Blossch to comply with the iudge's ruling in placing the condominium soieiy in my name? Another motion was for the petitioner to comply in placing the condominium solely in my name tell me where there is any ounce of upholding and sustaining the judge's ruling in denying this motion?

P 7#3 The Court denies Respondent's request to re-open discovery and orders that neither party shall conduct any further discovery in this matter.

R The judge never said this never said anything about the fact of discovery.

P 7#4 The Court denies each and every other motion of any kind filed by Respondent, subsequent to trial in this action, and hereby reaffirms it's previous trial ruling.

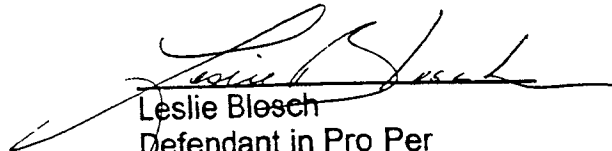


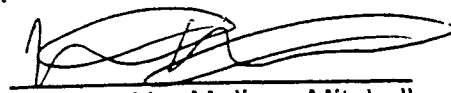
- R This is not so. The judge granted the motion that the petitioner should place all monies that come directly from him into respondent's checking account at America First Credit Union only. There could be others. I'm waiting for this to be filed at the court so I can see the exact ruling.
- P 7#5 The Court denies the objections submitted by Respondent in regard to the Decree of Divorce and Findings of Fact and Conclusions of Law, as submitted by Petitioner.
- R No comment at this time.
- P 7#6 The Court denies Petitioner's motion for post trial attorney fees and orders each party to pay all their costs and fees according to terms of Court's previous trial ruling.
- R No comment at this time.
- P 7#7 The Court directs Petitioner to continue to submit his alimony payments to Respondent, by direct deposit in to her current bank account destination.
- R This is not true. The Court does not direct it, the court orders the petitioner to place all monies that come directly from him to the respondent in the America First Credit Union checking account only.
- P 7#8 The Court supplements its trial ruling and orders that Petitioner shall hold Respondent harmless from any tax consequences associated with any of his dealings in real property of any kind, other than the marital condominium.
- R This is incorrect also. Any dealings in regard to the property with Mr. Bloch, this means any property, I am not to be held liable in regard to tax consequences or consequences of any kind.
- P 7#9 The Court advised the parties on the record of their discretionary right to appeal the trial decision in this action, according to the terms of Utah Law. Further, the Court specifically advised Respondent that she should file no further motions of any kind in this Court on the basis that the Court has adequately and fully ruled in this matter both at trial, and by this comprehensive post trial ruling.
- R This is not what the judge said. It was my understanding that I was not supposed to file any more motions to change the ruling. However I should be allowed to file motions if needed to modify, order to show cause in case there is non compliance with the petitioner, or in the event that the IRS takes money from me because of my husband's fraudulent behavior and I am going back to court to collect what is rightfully mine, or any

other needed justifiable action.

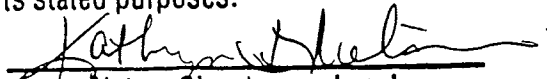
MORE INFORMATION IN DETAIL CAN BE FOUND IN THE POST  
TRIAL MOTIONS SUBMITTED BY RESPONDANT.

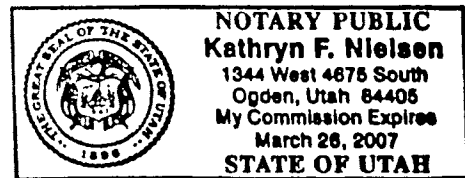
DATED and SIGNED this 3<sup>rd</sup> day of March, 2004.

  
Leslie Bloesch  
Defendant in Pro Per

  
Prepared by Melissa Mitchell  
Friend of Leslie Bloesch

In the County of Davis, State of Utah,  
on this 3 day of March, 20 04,  
before me, the undersigned notary, personally appeared  
Leslie D. Bloesch, who proved to me  
his/her identity through documentary evidence in the  
form of a Utah Driver License, to be the person  
whose name is signed on the preceding document,  
and acknowledged to me that he/she signed it  
voluntarily for its stated purposes.

  
Notary Signature and seal



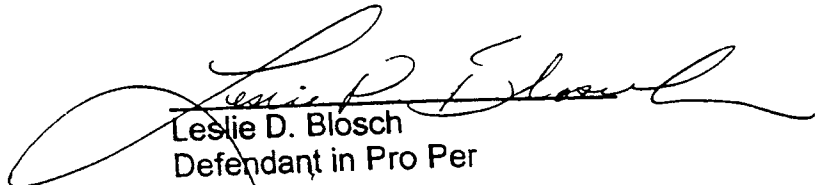
CERTIFICATE OF MAILING

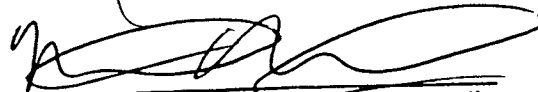
I hereby certify that I, Leslie Blossch, caused a true and correct copy of the NOTICE OF NON ACQUIESCENCE IN REGARD TO THE ORDER ON POST TRIAL MOTIONS IN REGARD TO THE TRIAL ON THE MOTION FOR A NEW TRIAL AND THE ORDER TO SHOW CAUSE HEARING SCHEDULED BUT NOT HEARD FEB 24, 2004, and this certificate of mailing to be placed in the United States Mail, first class, Postage prepaid, to the following:

Douglas Adair  
845 S. Main Street #23  
Bountiful, UT. 84010  
Phone: (801) 299-9999  
Fax No.: (801) 298-5161

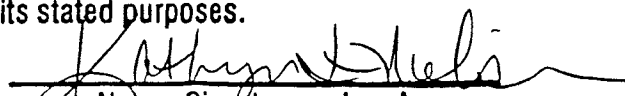
Albert B. Blossch  
517 South 100 East #12  
Bountiful, UT. 84010

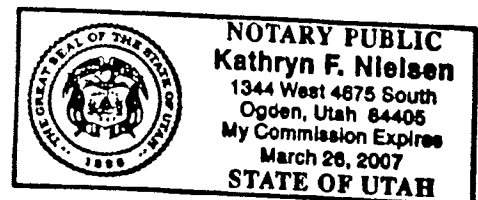
Dated this 3rd day of March, 2004.

  
Leslie D. Blossch  
Defendant in Pro Per

  
Prepared by Melissa L. Mitchell  
Friend of Leslie D. Blossch

In the County of Davis, State of Utah,  
on this 3 day of March, 2004,  
before me, the undersigned notary, personally appeared  
Leslie D. Blossch, who proved to me  
his/her identity through documentary evidence in the  
form of a Utah Driver License, to be the person  
whose name is signed on the preceding document,  
and acknowledged to me that he/she signed it  
voluntarily for its stated purposes.

  
Notary Signature and seal



2nd District -- Farmington Dept. COURT  
DAVIS COUNTY, STATE OF UTAH

ALBERT B. BLOSCH,  
Petitioner,

MINUTES  
ORDER TO SHOW CAUSE

vs.

Case No: 024701139 DA

LESLIE DAWN ETHINGTON-BLOSCH,

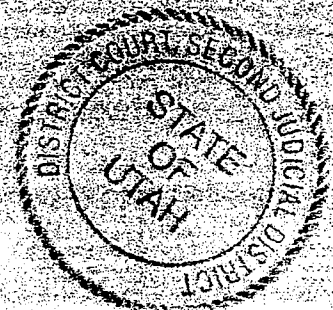
Respondent

Commissioner: DAVID S. DILLON  
Date: September 27, 2002

Clerk: tacyb

PRESENT

Petitioner's Attorney: DOUGLAS D ADAIR  
Petitioner(s): ALBERT B BLOSCH  
Attorney for the Respondent: MICHAEL D MURPHY  
Respondent(s): LESLIE DAWN ETHINGTON-BLOSCH  
Video  
Tape Number: 9/27/02 Tape Count: 1:33



HEARING

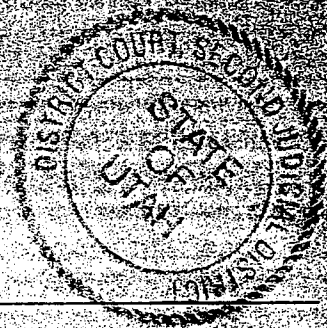
TAPE: 9/27/02 COUNT: 1:33

The Court returns to Mr. Murphy a letter sent by Mr. Murphy's client ex parte. It was not read. This is an order to show cause to set up temporary orders.

Mr. Murphy represents issues to be discussed. Parties were married 6/26/96 and have no children. Parties agreed that after expenses were paid off, respondent would become a fulltime homemaker. Respondent hasn't worked for two and one-half years. Respondent has expenses of \$3,400 per month. Petitioner works for Skywest Airlines. He is out-of-town 15 to 17 days per month. Last year petitioner claimed earnings of \$100,000 on tax return and also makes \$2.18 per hour per diem.

Petitioner invests \$1,510 per month into a 401K and stocks. Petitioner has bought a home and a vehicle since separation. Respondent requests temporary possession of the marital home, a condominium.

Case No: 024701139  
Date: Sep 27, 2002



Attorney fees requested:

Mr. Adair represents petitioner's request for temporary possession of the marital home. Mr. Adair states respondent has premarital judgments, which would jeopardize the home.

Mr. Adair disputes alimony claiming this is a short-term marriage and respondent has an associates degree through Stevens-Henager College for legal secretarial work. Defendant worked briefly in a law office making \$9.00 per hour.

The Court will receive educational records of respondent, but not information regarding possible incomes. Respondent's amended budget is submitted.

Petitioner requests each party bear own attorney fees. Petitioner requests possession of the computer for flight training.

Petitioner is willing to carry insurance on respondent, but respondent should cover own expenses. Petitioner will abide by the restraining order. His vehicle was necessary. Petitioner claims property purchased was purchased by his brother.

Mr. Murphy submits a copy of the Deed of Trust to the home purchased. Petitioner's name alone, is on the deed. Petitioner took respondent's name off all accounts. Petitioner states there is \$1,600 in liquid funds at this time.

The parties have no savings account.

The Court questions counsel. The Court finds that respondent is probably not qualified at this time as a legal secretary, but could easily get training.

Petitioner states that the home purchased is under construction and was purchased by petitioner's brother through him.

Counsel respond regarding the question of determination of alimony as it relates to need vs. excess earnings and standards of living.

COUNT: 2:16

Off the record.

COUNT: 2:27

Back on the record.

The parties are still living in the same home.

COUNT: 2:30

The Court notes there are no stipulations between parties. The only stipulation is in regards to a restraining order for no disposal of marital assets, no bothering or harrassing, and mediation with Brian Florence.

The Court addresses needs of the parties. Respondent's have been reduced. The Court finds that, although both parties needs are inflated, there is a lot of income.

Respondent has an associate's degree and have worked with an



Cramer, Cramer & Adair

Re: Leslie Blossch, COBRA coverage

Att: Doug Adair

To Whom It May Concern:

The COBRA coverage for the Comprehensive \$500 plan for 2003 is:

\$178.14 per month

The COBRA coverage for the Dental plan for 2003 is:

\$29.51 per month

The COBRA coverage for the EAP plan for 2003 is:

\$1.30 per month

The COBRA coverage for the Comprehensive \$500 plan for 2004 is:

\$191.74 per month

The COBRA coverage for the Dental plan for 2004 is:

\$31.89

The COBRA coverage for the EAP plan for 2004 is:

\$1.30 per month

If you have any questions, please give me a call.

Sincerely,

A handwritten signature in black ink that reads "Kathy Ashby". The signature is fluid and cursive, with the first name "Kathy" and last name "Ashby" clearly distinguishable.

Kathy Ashby  
Insurance Services  
SkyWest Airlines  
(435) 634-3229

LESLIE D. BLOSCH  
Appellant in Pro Per  
391 North Main Street  
North Salt Lake, UT 84054  
(801) 295-5724

Written in on 11/18/04  
before filing original copy.  
This document was faxed to  
The Utah Court of Appeals on  
11/15/04 LRB

---

IN THE UTAH COURT OF APPEALS

---

LESLIE D. BLOSCH  
Defendant/Appellant,

v.

ALBERT B. BLOSCH  
Plaintiff/Appellee,

)  
) ORDER APPROVING  
) APPELLANT'S  
) MOTION TO FILE  
) AN OVERLENGTH  
) BRIEF CONSISTING  
) OF 150 PAGES  
)  
)  
)

) Appellate Case No.  
) 20040290-CA  
) District No. 024701139

---

After reading and reviewing the matter in this motion the Utah Court of Appeals does hereby grant this order and approve Appellant's MOTION TO FILE AN OVERLENGTH BRIEF CONSISTING OF 150 PAGES.

Dated this \_\_\_\_ day of November, 2004.

---

OF THE COURT

CERTIFICATE OF SERVICE

I, Leslie Blotch do hereby certify that I mailed a true and correct copy of ORDER APPROVING APPELLANT'S MOTION TO FILE AN OVERLENGTH BRIEF CONSISTING OF 150 PAGES to the following individuals listed below-with the exception of the Utah Court of Appeals. I certify that this company had this document hand-delivered on the date listed below.

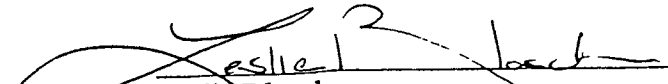
Douglas D. Adair  
Cramer, Cramer & Adair  
845 South Main Street #23  
Bountiful, UT 84010

Douglas D. Adair  
Crist, Cathcart & Patterson  
80 North Main Street  
Bountiful, UT 84010

Stephen Spencer  
Day, Shell & Liljenquist  
45 East Vine Street  
Murray, UT 84107

Utah Court of Appeals  
Scott Matheson Court House  
450 South State Street 5<sup>th</sup> Floor  
Salt Lake City, UT 84114-0230

Dated this 11<sup>th</sup> day of November, 2004

  
Leslie Blotch  
Respondent/Appellant in Pro Per



LESLIE D. BLOSCH  
Appellant in Pro Per  
391 North Main Street  
North Salt Lake, UT 84054  
(801) 295-5724

Written on 11/18/04 before  
filing original copy. This  
document was faxed to the  
Utah Court of Appeals on  
11/15/04 LB

IN THE UTAH COURT OF APPEALS

LESLIE D. BLOSCH	)	
Defendant/Appellant,	)	MOTION FOR
	)	APPROVAL TO FILE
	)	AN OVERLENGTH
	)	APPELLANT'S BRIEF-
v.	)	CONSISTING OF 150
	)	PAGES AND AFFIDAVIT
	)	IN SUPPORT OF; 3
	)	PAGES
ALBERT B. BLOSCH	)	Appellate Case No.
Plaintiff/Appellee,	)	20040290-CA
	)	District No. 024701139

I, Leslie Blosch do hereby bring forward this MOTION FOR APPROVAL TO FILE AN OVERLENGTH APPELLANT'S BRIEF CONSISTING OF 150 PAGES AND AFFIDAVIT IN SUPPORT OF; 3 PAGES.

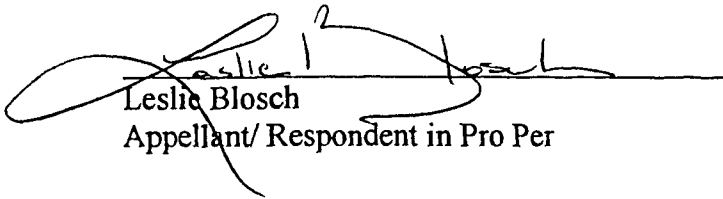
At this time and in this appeal; there are multiple issues up on appeal to be decided. There is almost an entire alphabet-26 issues at hand. In keeping with the standards of the Utah Court of Appeals-issues need to be presented in their entirety. It is impossible for me to argue, present & bring forward information on an entire alphabet of issues with so little space. There are multiple things in which to present as well.

Considering the spacing and guidelines to which the court has presented for us-there isn't enough room to present these issues-with the standard of 50 pages-in this matter.

Therefore, the Appellant/Respondent addresses the court and asks that my

MOTION FOR APPROVAL TO FILE AN OVERLENGTH APPELLANT'S BRIEF  
CONSISTING OF 150 PAGES AND AFFIDAVIT IN SUPPORT OF; 3 PAGES be  
granted and approved.

Dated this 11<sup>th</sup> day of November <sup>UB</sup>~~10~~, 2004

  
Leslie Blossch  
Appellant/ Respondent in Pro Per

**CERTIFICATE OF SERVICE**

I, Leslie Blotch do hereby certify that I mailed a true and correct copy of MOTION FOR APPROVAL TO FILE AN OVERLENGTH APPELLANT'S BRIEF-CONSISTING OF 150 PAGES WITH AFFIDAVIT IN SUPPORT; 3 PAGES to the following individuals listed below-with the exception of the Utah Court of Appeals. I certify that this company had this document hand-delivered on the date listed below.

Douglas D. Adair  
Cramer, Cramer & Adair  
845 South Main Street #23  
Bountiful, UT 84010

Douglas D. Adair  
Crist, Cathcart & Patterson  
80 North Main Street  
Bountiful, UT 84010

Stephen Spencer  
Day, Shell & Liljenquist  
45 East Vine Street  
Murray, UT 84107

Utah Court of Appeals  
Scott Matheson Court House  
450 South State Street 5<sup>th</sup> Floor  
Salt Lake City, UT 84114-0230

Dated this 11<sup>th</sup> day of November, 2004

  
Leslie Blotch  
Respondent/Appellant in Pro Per

we

September 8, 2003

**EXPLANATION OF INSURANCE FOR  
MEDICAL AND MENTAL HEALTH  
WITH COBRA INSURANCE THROUGH  
BLUE CROSS AND BLUE SHIELD OF  
UTAH AND WITH THE SKYWEST MENTAL  
HEALTH PLAN**

This following insurance monthly payment is paid by my husband at this time. It comes automatically out of his check. However, it does not include out-of-pocket expenses desperately needed at this time. I will need, at this time until the divorce goes through out-of-pocket medical costs as well as out-of-pocket mental care costs. The mental health insurance does not cover more than 15 visits per calendar year. I am currently going on #14. Medical and mental health needs are needed in the utmost crucial manner.

The insurance I'm describing below is the current insurance through which I am on. This is Blue Cross and Blue Shield. This will be the Cobra plan through them. The time frame for this insurance is 18 months immediately following the divorce decree. Also, the mental health part of the insurance will be insured through Skywest Airlines for 18 months. After this insurance has elapsed over time, I will be uninsurable because I have a pre-existing condition "Post Traumatic Stress Disorder". I will have to get insurance through Hipp. This will be 18 months following the day the divorce is final. (please see information submitted in regard to the hipp plan.) The following is the information in regard to my current insurance and the insurance that will be carried over on the Cobra Plan.

This plan is an 80%-20%. It has a deductible of \$500.00. The mental part of this insurance is not through Blue Cross and Blue Shield. Therefore the deductible will stay in full in the medical portion of this record.

The monthly insurance rates for the cobra plan are the following:

Blue Cross and Blue Shield (medical coverage) \$179.00 monthly for 18 months.

The Skywest mental health plan is \$1.35 monthly for 18 months.

**Medical Coverage and it's expenses for a calendar year.**

Deductible \$500.00

Monthly insurance coverage \$179.00

Visiting the doctor every 3 weeks is approx. 18 visits per year.

wq

Each visit is approx. \$150.00.  $18 \times \$150.00 = \$2700.00$  for the year.  
\$2700.00 - \$500.00 deductible = \$2200.00. 20% of this that is not covered by insurance is \$440.00 yearly. This is approx. \$36.67 monthly.  
Prescriptions cost approx. \$41.08 monthly for the co-pays. The yearly cost is \$492.96. \$600.00 is added yearly for emergency medical, ambulance, instacare, hospitalization, out-of-pocket extra costs etc.

\$500.00 (deductible)  
\$440.00 (20% not covered by insurance yearly)  
\$414.96 (prescriptions for the year)  
\$600.00 (emergency medical, hospitalization, ambulance, etc. yearly)  
\$1954.96  $12 = \$162.91$  out-of-pocket expenses for medical care  
\$179.00 (monthly insurance premium)  
**\$341.91 total monthly medical health bill**

#### Mental Coverage and its expenses for a calendar year.

No deductible  
\$1.35 (monthly) Pays only \$70.00 for 15 visits per calendar year.

Will pay initially \$120.00 for diagnosis and \$70.00 for diagnosis of prescription drugs.

Visiting the doctor twice monthly = 24 visits per calendar year.  
Each visit should be at least \$125.00  $\times 24 = \$3,000.00$  Yearly  
\$400.00 (miscellaneous prescriptions)

Broken down 24 visits @ 125.00 = \$3,000.00 yearly  
Skywest will pay \$70.00  $\times 14$  visits = \$980.00 yearly  
Skywest will pay \$120.00 to diagnosis and treat problem for a visit.  
Skywest will pay \$70.00 to diagnosis for prescription drugs. I'm not sure if this is in the same session as regular diagnosis. (I would think so.) The session still has to be paid for.  $\$3000.00 - \$1100.00 = \$1900.00$  as an unpaid balance yearly.  $\$1.35 \times 12 = \$16.20$  (yearly insurance fee)

\$ 16.20 (yearly insurance fee)  
\$ 400.00 (miscellaneous prescriptions yearly)  
\$1900.00 (unpaid balance yearly for doctor visits and % not covered.)  
\$2316.20  $12 = \$193.02$  (out-of-pocket expenses not covered by insurance)  
**\$ 193.02 total monthly mental health bill**

September 8, 2003

## EXPLANATION OF INSURANCE FOR MEDICAL AND MENTAL HEALTH FOR HIPPI INSURANCE

The insurance program that I will have to go through is the Hipp program. I have been diagnosed with an existing condition. This condition is Post Traumatic Stress Disorder. This makes me uninsurable. The only insurance group that will insure me is the Hipp program, (Utah Health Comprehensive Health Insurance Pool).

Notes and Commentary: This insurance covers 20 visits for mental health per year. The remaining 4 visits will be added into the costs for out-of-pocket health care.

This is an 80-20% type of insurance. This is what they will pay after the deductible is met.

Monthly payment to insurance is \$301.30 with a \$500.00 (lowest available) deductible for both medical and mental health. The following below describes both types of coverages.

The insurance described below is through the Hipp program.

### Medical Coverage and it's expenses for a calendar year.

Monthly rate includes mental health.

Deductible \$500.00. This includes the deductible for the mental health portion.

Visiting the doctor every 3 weeks is approx. 18 visits per year.

With each visit totaling approx. \$150.00 this is \$2700.00 yearly.

\$270.00 12= \$225.00 monthly

11 months @20% of \$225.00 = \$495.00 \$495.00 12= \$45.00 monthly.

Prescriptions cost approx. \$51.59 monthly for the amounts not paid for by insurance. This is \$619.20 yearly. \$600.00 is added for emergency medical, instacare, ambulance, hospitalization, miscellaneous, etc. yearly. This equals out to be \$50.00 monthly.

\$500.00 (yearly deductible)

\$495.00 (20% not covered by insurance yearly)

\$150.00 (deductible for prescriptions that needs to be met yearly)

\$469.20 (prescriptions for the year - \$150.00 deductible)

\$600.00 (emergency medical, hospitalization, ambulance, etc. yearly)

\$2214.19 12= \$184.51 out of pocket expenses for medical care  
                   \$301.30 (monthly insurance premium)  
                   \$485.81 total bill monthly

### Mental Health Coverage and it's expenses for a calendar year.

Monthly rate is included with medical portion of the bill.

Deductible- Included with medical portion of bill.

Visiting the doctor two times monthly is approx. \$250.00.

\$250.00 x 12= \$3,000.00. 12 months @20% of \$250.00 is \$600.00

yearly not covered by insurance 12 = \$50.00 monthly out-of-pocket.

\$400.00 (yearly for perhaps miscellaneous medications)= \$33.33 monthly

5 visits with the mental health doctor not covered under insurance

@ \$125.00 each = \$625.00 yearly.

\$ (deductible) included with medical

\$600.00 ( out-of-pocket 20% not covered)

\$400.00 (miscellaneous prescriptions)

\$625.00 (visits not covered with insurance)

\$1625.00 12= \$135.42 out-of-pocket expenses for mental care.

\$ Insurance premium included in medical

\$135.42 total bill

WC

September 8, 2003

**EXPLANATION OF MEDICATION PRICES FOR  
(CURRENTLY) FOR MEDICAL AND MENTAL HEALTH  
FOR BOTH COBRA AND HIPPI INSURANCE PLANS**

Please note: This includes information for current medications that I am taking. It will not be accurate to say this is the standing amount. Perhaps, other crucial medications will be prescribed after the time this sheet is handed in and in the future.

**Hipp Insurance Program**

**\$150.00 deductible yearly for prescriptions**

They will pay 70% of name brand drugs and 80% of generic.

**Please note: This is only currently a list of prescriptions that I will need during the year.**

Clonazepam	\$17.99 monthly x 12 = \$215.88	70% = \$151.12	\$215.88
			- \$151.12
			<b>\$ 64.76 yrly</b>

Ambien	\$83.99 monthly x 12 = \$1007.88	70% = \$705.52	\$1007.88
			- \$705.52
			<b>\$ 302.36 yrly</b>

Zovirax	\$97.97 yearly	70% = \$68.58	\$97.97
			- \$68.58
			<b>\$ 29.39 yrly</b>

Famvir	\$48.00 x 2 yearly = \$96.00	70% = \$67.20	\$96.00
			- \$67.20
			<b>\$28.80 yrly</b>

Z-Pak	\$59.00 x 2 yearly = \$118.00	70% = \$82.60	\$118.00
			- \$82.60
			<b>\$35.40 yrly</b>

Guaifensin	\$13.97 x 2 yearly = \$27.94	70% = \$19.56	
			\$27.94
			- \$19.56
			<b>\$8.38 yrly</b>



Wc

**Yearly cost as of today is:**

\$150.00 (deductible)

\$ 64.76 (clonazepam)

\$302.36 (ambien)

\$ 29.39 (Zovirax)

\$ 28.80 (Famvir)

\$ 35.40 (z-Pak)

\$ 8.38 (Guaifensin)

**\$ 619.09 yearly 12= \$51.59 monthly**

**Cobra Insurance**

Deductible is included with the medical portion of the payment. However co-pays are in force.

Please note: This is only currently a list of prescriptions that I will need during the year. Perhaps, other crucial medications will be prescribed after this sheet is handed in.

**Drug names and costs**

Clonazepam- \$17.99 monthly x 12 = \$215.88. With co-pay cost is \$5.43 monthly x12=\$ **65.16 yearly**

Ambien - \$97.97 monthly x 12= \$1007.88. With co-pay my cost is \$20.00 x12=\$**240.00 yearly.**

Zovirax- \$97.97 yearly With co-pay my cost is **\$20.00 yearly.**

Famvir- \$48.00 x 2 yearly=\$118.00. With co-pay my cost is \$20.00 x 2= **\$40.00 yearly.**

Z-Pak- \$59.00 x 2 yearly= \$118.00. With co-pay my cost is \$20.00 x 2 = **\$40.00 yearly.**

Guaifenesin- \$13.97 x 2 yearly= \$27.94. With my co-pay it is \$4.90 x 2= **\$9.80 yearly.**

**Yearly cost as of today is:**

\$ 65.16 (Clonazepam)

\$240.00 (Ambien)

\$ 20.00 (Zovirax)

\$ 40.00 (Famvir)

FILED  
UTAH APPELLATE COURTS  
AUG 16 2004

### FINANCIAL CATEGORY EXPLANATIONS

Please note that the following gives more detail into the following categories. Also, estimates recently obtained will be attached. Certain estimates I received early are from verbal estimates and quotes.

**Food-** \$350.00 this includes \$200.00 for groceries at home. \$60.00 for eating out at nice restaurants, \$90.00 for eating lunch during school. This is an equivalent of \$4.50 a day.

**Condo Fee-** I was told by the land owners that the Condo Fee might be going up. This increase has not taken place as of yet, and i'm not sure of any price as of yet.

The Miscellaneous Category includes the following three categories, entertainment, travel, personal care, etc.

1. **Entertainment**- movies, eating out, ice skating, theater, anything for fun.
2. **Travel**- plane trips, visiting relatives, cities, airfare, hotels, rental cars, eating out tourism, history museums, shopping etc.
3. **Personal Care**- Dry cleaning for my dresses and dress wear, Hair conditioner \$50.00 a gallon, Hair shampoo \$45.00 a gallon, bodywash, tampons, toothpaste, face wash, bug spray, facial scrub, dental floss, body lotion, hand creme, body scrub, razors, feminine hygiene products continued, deodorant, Q-tips, curlers, cotton balls, batteries that need to be replaced, hair clips and fashions, bobby pins, kleenex, coats, nylons, slips, garments, bras, underwear, socks, booties, shoes, dresses, clothes, swim wear, bath towels, vitamins including the following: Vitamin C, (immune system), Vitamin A (eyes), Vitamin K ( scar tissue ), B12 ( ), B6,( ) Vitamin E (skin), Calcium (bones), glucosamine chondriton ( bones), Ultra Hair (healthy hair and growth), Ultra Skin ( good skin), shopping, craft projects, sewing projects, hobbies, etc. cough syrups, cough drops, ibuprofen, medicines, band aids, tanning creme, cards, gifts, stationary, service projects, computer needs such as software, office supplies like paper, pens & pencils, post it's, paper clips, specialty envelopes, stamps, rulers, binders, stick glue, office furniture, new computer, fax, copier, scanner, desk & chair, donations, fundraisers, tithing & fast offerings, reading material, magazine subscriptions, school books & fees, CD's, movies to buy on DVD or VHS, spa membership, bed spreads, sheets, drapes, perfume from Nordstrom's \$100.00, body scents from Bath and Body works, etc.
4. **Makeup**- Hydrofirming day creme, Hydrofirming night creme, moisturizers, sunblock for face, collagen viles, brand (DHC), cost \$40.00 for 4, Phenomen A for eyes- brand Christian Dior (it is a wrinkle treatment) it costs \$ 50.00 it last approximately 2 months, Phenomen A for face- brand is Christian Dior, (it is wrinkle treatment for the face) it costs \$70.00 and last approximately 3 months, Christian Dior foundation- costs \$34.50 and lasts anywhere from 4 months to 6 months, Christian Dior toner for dry skin for the face- costs

\$27.50 and lasts for approximately 2-3 months, Christian Dior Cleanser for Dry Skin- costs \$27.50 and lasts for approximately 2-3 months, loose powder for the face, suntan color, eye concealer, light concealer for blemishes and dark circles, eye shadow, eyeliner, eyelash curler, mascara, blush, lip liner, lipstick, hairspray, mousse, hair gel, nail polish, nail polish remover, etc.

5. **Household**- vacuum payment (oreck), toilet paper, household bleach, laundry detergent, oxygen bleach for colors, fabric softener liquid, fabric softener dryer sheets, windex, pledge, cleanser for sink, antibacterial spray, toilet bowl cleaner, garbage bags (large), garbage bags (small), air freshener, dishwashing detergent, jet dry (spot action), liquid dishwashing soap for larger and non dishwasher safe items, cleaning clothes, sponges, rubbing alcohol, carpet deodorizer, hand sanitizer, liquid soap for bathroom and kitchen, cleaning fees for carpet and furniture, dish towels, spray starch, light bulbs, fluorescent light bulbs, toilet bowl tablets for the tank, drano (clogged pipes), towels, shower curtains, CLR (stain remover), shout for laundry stains, hose, rake, outside & inside broom, mop, gardening supplies, flowers, miracle gro, snow shovel, Additions to Christmas Decorations, Christmas tree, household furniture, household beautifications, Flower arrangements, kitchen appliance replacement and needs, bathroom decor, towels, washcloths, rugs, hardware, odds & ends, knick-knacks of all kinds, etc.



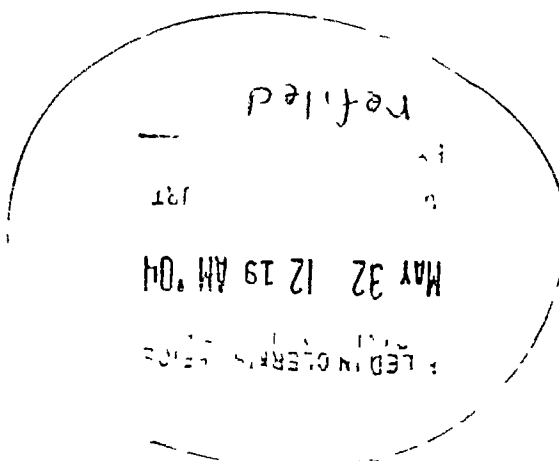
Utah Comprehensive Health Insurance Pool

# INDIVIDUAL MONTHLY PREMIUMS

Effective July 1, 2003

AGE of Insured	MONTHLY PREMIUM RATES		
	UP1 - \$500 Deductible	UP2 - \$1,000 Deductible	UP3 - \$2,500 Deductible
Under 31	\$255.30	RH35j \$226.55	\$174.80
31-35	\$301.30	\$267.95	\$207.00
36-40	\$308.20	\$274.85	\$211.60
41-45	\$317.40	\$280.60	\$216.20
46-50	\$369.15	\$327.75	\$251.85
51-55	\$417.45	\$371.45	\$286.35
56-60	\$491.05	\$439.30	\$338.10
61-64	\$541.65	\$479.55	\$369.15

Rates are effective as of the above date. Any subsequent changes will be communicated in advance to Enrollees.





R#39

September 5, 2003

To Whom It May Concern:

I have been asked to provide a letter documenting the historical rate increase/decrease for the Utah Comprehensive Health Insurance Pool (HIPUtah). The below table represents the historical increase/decrease experienced by HIPUtah since the inception of the program

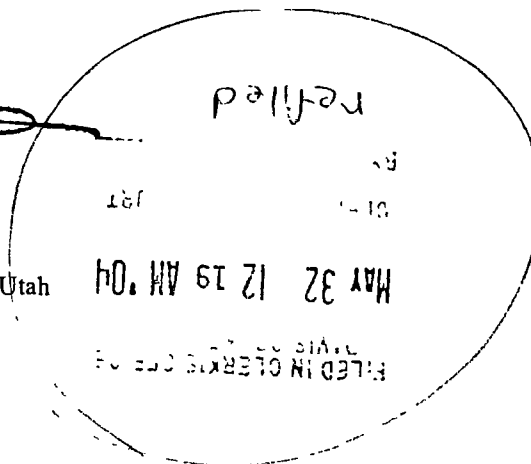
Effective date of Increase	% increase/decrease
7/92	15%
9/93	15%
9/94	7%
9/95	-20%
9/96	4%
7/97	12%
7/98	15%
7/99	10%
7/00	-10%
7/01	0
7/02	10%
7/03	15%

Per the recent increase in enrollment and claims costs, we are anticipating a rate increase of 15-20% over the next few years.

Please let me know if I can be of further assistance.

Sincerely,

Nicole Eldredge  
HIPUtah Coordinator  
Regence BlueCross BlueShield of Utah



2nd District - Farmington COURT  
DAVIS COUNTY, STATE OF UTAH

---

ALBERT B BLOSCHE,	:	NOTICE OF
Petitioner,	:	MOTION FOR NEW TRIAL
	:	
	:	
vs.	:	Case No: 024701139 DA
	:	
LESLIE DAWN ETHINGTON-BLOSCHE,	:	Judge: RODNEY S PAGE
Respondent.	:	Date: February 4, 2004

---

MOTION FOR NEW TRIAL is scheduled.


Date: 02/24/2004

Time: 09:30 a.m.

Location: Courtroom 6  
Justice Complex  
800 West State Street  
Farmington, UT 84025

Before Judge: RODNEY S PAGE

Dated this 4<sup>th</sup> day of February, 2004.

  
District Court Deputy Clerk

IF YOU NEED AN INTERPRETER, PLEASE NOTIFY THE COURT at 801-447-3800 (five days before your hearing, if possible). In all criminal cases and in some other proceedings, the court will arrange for the interpreter and will pay the interpreter's fees. You must use an interpreter from the list provided by the court.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this proceeding should call Ali Holmes at 801-447-3818 at least three working days prior to the proceeding.

Case No: 024701139  
Date: Feb 04, 2004

---

CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 024701139 by the method and on the date specified.

METHOD NAME

Mail	LESLIE DAWN ETHINGTON-BLOSCH RESPONDENT MAILING ADDRESS 402 NORTH 75 EAST NORTH SALT LAKE, UT 84054
Mail	DOUGLAS D ADAIR ATTORNEY PET 845 SOUTH MAIN STREET SUITE 23 BOUNTIFUL UT 84010

Dated this 4<sup>th</sup> day of Feb, 2004.

  
\_\_\_\_\_  
Deputy Court Clerk

**VICTOR B. CLINE, PH.D.**

CLINICAL PSYCHOLOGIST

UNIVERSITY ADDRESS: DEPT. OF PSYCHOLOGY, UNIVERSITY OF UTAH, SALT LAKE CITY, UTAH 84112  
RESIDENCE OFFICE: 2087 E. MILLSTREAM LANE, (3505 SO.) SALT LAKE CITY, UTAH 84109 PHONE: (801) 278-6838

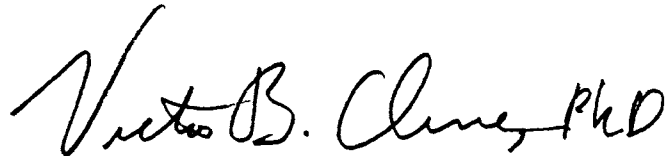
To Whom It May Concern:

August 25, 2004

From: Victor B. Cline, Ph D, Licensed Clinical Psychologist

I am writing in regard to my patient, Leslie Blosch. In my judgment she is not able to hold a job at this time. In the future her capacity to carry a work load will be variable, based in part on the degree of life stress that she has to cope with at the time.

Sincerely,.

A handwritten signature in black ink that reads "Victor B. Cline, PhD". The signature is written in a cursive style with a large, sweeping initial 'V'.A handwritten signature in black ink that reads "Pamela L. Hutton". The signature is written in a cursive style with a large, sweeping initial 'P'.



**VICTOR B. CLINE, Ph.D.**  
**CLINICAL PSYCHOLOGIST**

UNIVERSITY ADDRESS: DEPT. OF PSYCHOLOGY, UNIVERSITY OF UTAH, SALT LAKE CITY, UTAH 84112  
RESIDENCE OFFICE: 2087 E. MILLSTREAM LANE, (3505 SO.) SALT LAKE CITY, UTAH 84109 PHONE: (801) 278-6838

To: Whom it may concern

1 June 2004

From: Victor B. Cline, Ph D, Licensed Clinical Psychologist

Re: My professional evaluation of Dr. Patrick Carnes book,  
"Out of the Shadows" at the request of Ms. Leslie Blosch.

In my judgment Dr. Patrick Carnes (a clinical psychologist out of the University of Minnesota) is the world's premier researcher and authority on sexual addictions. I have read many of his books and taken many of his seminars over the past 25 years and would regard his book, "Out of the Shadows" to be one of the most valid and accurate discussions of illnesses and addictions in this area. I myself treat this condition and am greatly indebted to Dr. Carnes for his many contributions to the science and knowledge that we have about addictions and compulsions in the sexual area.

*Victor B. Cline, PhD*

**FILED**

FEB 24 2004

SECOND  
DISTRICT COURT

Leslie D. Bloch  
Defendent in Pro Per  
Mailing address  
402 North 75 East  
North Salt Lake, Utah 84054  
Message phone: (801)296-1710

*Unsigned*

IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR DAVIS  
COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT

*Cover  
Sheet  
Only*

ALBERT BLOSCH  
Petitioner,

V.

LESLIE BLOSCH  
Respondent,

*For MZM*  
ORDER, NOTICE AND  
MOTION TO RESUBMIT  
MOTIONS, ORDERS,  
AFFIDAVITS, ETC TO THE  
COURT WHICH WERE  
PREVIOUSLY SUBMITTED  
ON DECEMBER 23, 2003  
BUT NOT SHOWING AS  
SUBMITTED ON THE  
DOCKET AND AFFIDAVIT  
IN SUPPORT OF. TITLES  
OF MOTIONS, ORDERS,  
AFFIDAVITS, ETC ARE  
LISTED BELOW.

*See original  
in file  
from distric  
LB*

Case No. 024701139  
Judge: Rodney Page  
Commissioner: Dillon

The court grants this ORDER, NOTICE AND MOTION TO RESUBMIT  
MOTIONS, ORDERS, AFFIDAVITS, ETC TO THE COURT WHICH WERE  
PREVIOUSLY SUBMITTED ON DECEMBER 23, 2003 BUT NOT SHOWING AS  
SUBMITTED ON THE DOCKET AND AFFIDAVIT IN SUPPORT OF. TITLES  
OF MOTIONS, ORDERS, AFFIDAVITS, ETC ARE LISTED BELOW.

Documents left out:

- 1) AFFIDAVIT, MOTION AND ORDER TO HAVE PETITIONER  
REIMBURSE RESPONDANT FOR THE WITNESSES AT COURT  
AND LOANS.

Order for Notice and Motion to Resubmit Motions, Ord



Michael D. Murphy (#5115)  
Attorney for Respondent  
13 North Main  
P.O. Box 15  
Kaysville, Utah 84037  
(801) 547-9274

FILED  
UTAH APPELLATE COURTS  
AUG 16 2004

20040290-CA

---

IN THE SECOND JUDICIAL DISTRICT COURT

DAVIS COUNTY, STATE OF UTAH

---

ALBERT B. BLOSCHE,	)	ANSWER TO PETITION FOR
	)	DECREE OF DIVORCE AND
Petitioner	)	COUNTERCLAIM
	)	
vs.	)	
	)	
LESLIE DAWN ETHINGTON-BLOSCHE,	)	Case No. 024701139
	)	
Respondent.	)	Judge Rodney S. Page

---

COME NOW the Respondent, by and through her attorney, Michael D. Murphy, answers Petitioner's Verified Petition for Decree of Divorce as follows:

1. Respondent admits the allegations contained in paragraphs 1, 2, 4, and 9.

2. In response to paragraph 3, the allegations are false. Petitioner makes few attempts to discuss problems and has serious communication difficulties. Petitioner will not speak often unless he really wants something. Most often, he does not speak in a conversational manner. He yells. Most of the time when Petitioner was home, which was infrequent due to his work as a

pilot, he is preoccupied with television, reading a book, Internet, or visiting his family. When Respondent comes to Petitioner, he pushes her away. It is Respondent, for the most part, who has to go to the Petitioner for emotional talking to which he continues to read a book while Respondent is talking to him. He ignores the Respondent. Respondent has also had to ask for intimacy often. Petitioner has many problems which prohibit him from being emotionally, physically, mentally, and financially close with Respondent. Petitioner emotionally tries to play Respondent. Pornography is a big part of Petitioner's life and has been since he was the age of seventeen. He continues to go to Nude Bars and be on the Internet pornographic sites and continues to seek destruction with himself and his marriage. He has been abusive in our relationship in many ways.

3. In response to paragraph 5, Respondent denies the allegations therein and asserts that she should have one-half of all 401k, company stock options, and any funding from Zion's Security and one-half of any other pension, savings, or marital funds.

4. Respondent denies the allegations contained in paragraphs 6, 7, 8, 10, 11, 12, 13, and 14.

5. Respondent denies all allegations not specifically admitted herein.

WHEREFORE , having fully answered Petitioner's petition, Respondent asks that the same be dismissed and that relief be granted pursuant to the following Counterclaim.

#### COUNTERCLAIM

1. That I am the Respondent in the above-entitled matter.
2. That Petitioner is a bona fide resident of Davis County, State of Utah, and has been for more than three (3) months immediately prior to the filing of this action.
3. That Petitioner and Respondent were married to each other on June 12, 1996 and since that time have been and are currently husband and wife.
4. That there has arisen irreconcilable differences between the parties making it impossible to continue the marriage.
5. That Petitioner and Respondent should file their 2002 federal and state tax returns together and each party should receive one-half of any refunds from the state and federal taxes.
6. That during the course of the marriage, the parties acquired various items of personal property which should be awarded and divided as follows:

A. To the Petitioner

- (1) Items acquired prior to the marriage - 1987 Chevrolet Celebrity, 1 exercise bike; 1 library of books, 1 brown sofa, 1 brown loveseat, 1 blue & white striped couch, 2 Lichtenstein pictures, 1 white sofa table, 2 white end tables, ice cream maker;
- (2) Personal belongings and effects;
- (3) One King bed;

- (4) One Compaq computer; One Cannon Bubblejet Printer;
- (5) One Sylvania VCR;
- (6) One label maker;
- (7) Kitchen table and chairs;
- (8) Oreck vacuums (hand held and upright);
- (9) One white lamp and One black lamp;
- (10) Some of the Dishes, pots, pans, glasses;
- (11) Turbo cooker with accompanying recipes;
- (12) One GE cordless phone.

B. To the Respondent

- (1) Items acquired prior to the marriage - Queen bed, 1 Philips VCR, 1 Magnavox TV, 1 white sofa, 1 white loveseat, 1 glass coffee table, 1 end table, 1 picture, mirror, 1 stereo, 3 dressers, cherry TV cabinet;
- (2) 1996 Chevrolet Beretta;
- (3) Personal belongings and effects;
- (4) One NEC Multisync FE 950 + computer;
- (5) One HP Office Jet V 40XI Printer;
- (6) Four area rugs;
- (7) Washer and dryer;
- (8) Walking machine;
- (9) Four end tables;
- (10) Three pictures, Five silk plants;
- (11) Office supplies and furniture;
- (12) White desk;
- (13) One mountain bike;
- (14) Filing cabinet, Bookshelf (Christmas gift);
- (15) One Vanity;
- (16) One Radio Shack cordless phone;
- (17) Bulk of kitchen items and household decor.

7. That during the course of the marriage, the parties acquired various debts and obligations. Some of these debts and obligations are outlined in the affidavit in support of Order to Show Cause. Other debts and obligations are unknown. Petitioner should be responsible for all marital debts and obligations.

8. Both parties shall notify all creditors regarding the division of debts, assignment of payment liabilities, and the name and current addresses of both parties. Pursuant to U.C.A. Sections 13-4-6.5, 30-2-5, and 30-3-5(1)(c), the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

Therefore, the party obligated to pay a joint obligation shall: (a) send a copy of the Decree of Divorce to each creditor that he is required to pay as soon as possible; (b) notify the joint creditor of the current address for each party; (c) inform the joint creditor that each party is entitled to receive individual statements, notices, and correspondences required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt. The parties obligation to pay these marital debts herein imposed is to be considered as additional spousal support obligation to assure avoidance of either party filing a bankruptcy seeking a discharge of these debts such as these debts are to be considered an exception to discharge under 11 USC Section 523(5).

9. That during the course of the marriage, the parties acquired an interest in real property located at 468 North Frontage Road, North Salt Lake City, Utah. Said condo, including all appliances such as refrigerator, oven, etc., should be awarded to the Respondent, free and clear of any claim by the Petitioner, subject to Petitioner making the payments on the mortgage. Petitioner shall cooperate in putting the condo and condo loan in Respondent's name only, whether it is by assumption or refinancing, and Petitioner shall be responsible for all costs associated with putting the condo and condo loan in Respondent's name. Petitioner shall make the monthly condo payment directly to the Respondent. Respondent is entitled to one-half share of all real property acquired during the marriage, including liquidated properties. Petitioner should provide documentation of such, including all transactions that have taken place concerning each item of real property.

10. That during the course of the marriage, Respondent acquired an interest in the parties' savings, stock option, and the Petitioner's pension plan. Said items should be divided equally between the parties. Petitioner should provide documentation of all bank accounts in his name and in both



parties' names.

11. That Petitioner is a pilot with SkyWest Airlines and is entitled to receive Buddy Passes. Respondent should receive four Buddy Passes per year, two of which are free and two which are currently charged at \$50.00 each, for the length of the marriage.

12. That Respondent should be awarded alimony in the amount of \$3600.00 per month. Alimony should continue for the length of the marriage or until terminated by law.

13. That Petitioner has caused damage to my personal property, some of which was acquired during the course of the marriage. Some, but not all, of the items damaged are: Door frame - \$200.00; Picture - \$200.00; Drapes - \$100.00; Petitioner should reimburse me for these and other items that he damaged.

14. That Respondent should be restored to her maiden name of "Ethington".

15. That Respondent has incurred attorney fees and costs in pursuing this action and Respondent should be awarded her attorney fees and costs, including out-of-pocket costs, incurred.

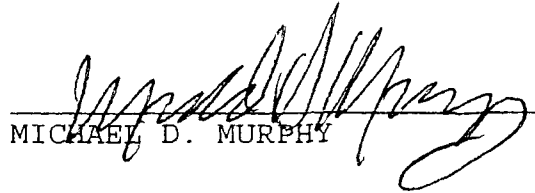
16. That the Court should grant such other and further relief as it deems meet and equitable.

WHEREFORE, Respondent prays for the following relief:

1. For a Decree of Divorce to be granted pursuant to the terms contained in Respondent's Counterclaim.

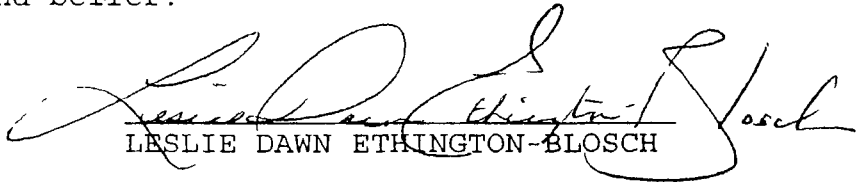
2. For such other and further relief as the Court may deem meet and equitable.

SIGNED and DATED this 26<sup>th</sup> day of July,  
2002.

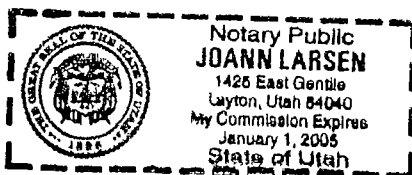
  
MICHAEL D. MURPHY

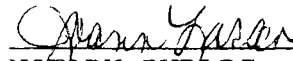
STATE OF UTAH                    )  
                                      ( ss:  
COUNTY OF DAVIS                )

LESLIE DAWN ETHINGTON-BLOSCH, being first duly sworn,  
deposes and says that I am the Respondent in the above-entitled  
matter, that I have read the foregoing Answer and Counterclaim  
and understand the contents thereof and the same is true of my  
own knowledge, information and belief.

  
LESLIE DAWN ETHINGTON-BLOSCH

SUBSCRIBED and SWORN TO before me by LESLIE DAWN  
ETHINGTON-BLOSCH this 26 day of July, 2002.

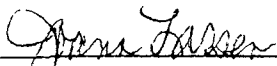


  
NOTARY PUBLIC

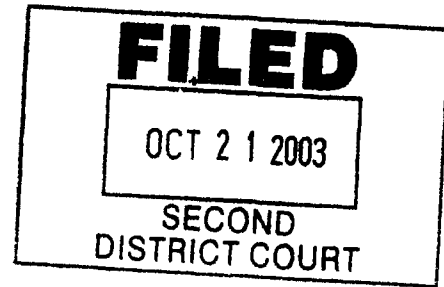
CERTIFICATE OF MAILING

I hereby certify that I mailed a true and correct copy of the foregoing Answer and Counterclaim, postage prepaid, this 26 day of July, 2002, to:

Douglas Adair  
845 S. Main  
Bountiful, UT 84010

  
\_\_\_\_\_  
Secretary

Douglas D. Adair (#6460)  
**CRAMER, CRAMER & ADAIR, L.L.C.**  
Smith Hyatt Building  
845 South Main, Suite 23  
Bountiful, Utah 84010  
Telephone: (801) 299-9999  
Facsimile: (801) 298-5161



Attorney for Petitioner

---

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF UTAH**  
**DAVIS COUNTY, FARMINGTON DEPARTMENT**

---

ALBERT B. BLOSCH,

Petitioner,

vs.

LESLIE DAWN ETHINGTON-BLOSCH,

Respondent.

**BIFURCATED DECREE OF DIVORCE**

Case No.: 024701139DA

Judge: Rodney S. Page

Commissioner: David S. Dillon

---

On September 29, 2003, the Honorable Rodney S. Page granted the parties a bifurcated Decree of Divorce from one another. Based upon this Order and good cause appearing, IT IS HEREBY ORDERED as follows

1. The Court hereby grants Petitioner a bifurcated Decree of Divorce from Respondent, to be effective immediately, based upon the grounds of cruel treatment of the Petitioner. The Court grants Respondent a Decree of Divorce from Petitioner, to be effective immediately, based upon the

**JUDGMENT ENTERED**

by h2

78

Bifurcated Decree of Divorce @J



1011310203

grounds of irreconcilable differences.

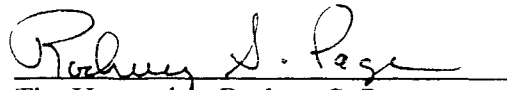
2. The Court finds that this is a <sup>long</sup>~~short-term~~ marriage in which no children were born or conceived.

3. The Court orders Petitioner to pay any COBRA cost for Respondent in order to carry her on his health insurance policy pending any further order of the Court. Pending any further order of the Court, Petitioner shall not offset this amount as against his support obligation to Respondent.

4. The Court leaves all other issues open for further disposition by the Court.

DATED this 15<sup>th</sup> day of Oct., 2003.

**BY THE COURT:**

  
The Honorable Rodney S. Page  
Second Judicial District Court Judge

**APPROVED AS TO FORM:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
Denise P. Larkin  
Attorney for Respondent

**NOTICE TO RESPONDENT**

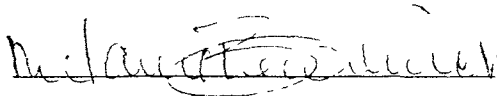
PLEASE TAKE NOTICE that in accordance with Rule 4-504(2), Utah Rules of Judicial Administration, the undersigned shall submit the foregoing BIFURCATED DECREE OF DIVORCE to the Court for signature and entry upon the expiration of eight (8) days from the date hereof, unless written notice of your objection thereto is submitted to the Court and the undersigned prior to that time.

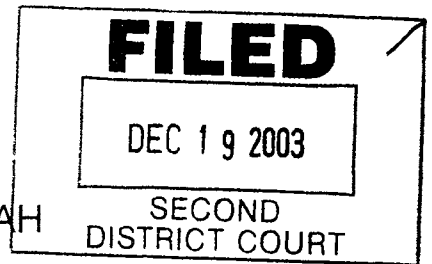
**CERTIFICATE OF SERVICE**

I hereby certify that on this 14 day of October, 2003, I served a true and correct copy of the foregoing Bifurcated Decree of Divorce upon the following parties via U.S. mail:

Denise P. Larkin  
Attorney for Respondent  
427 27<sup>th</sup> Street  
Ogden, Utah 84401  
via facsimile and U.S. mail

Albert Blossch  
Petitioner  
347 West 3500 South  
Bountiful, Utah 84010  
via U.S. mail





SECOND DISTRICT COURT, STATE OF UTAH  
COUNTY OF DAVIS, FARMINGTON DEPARTMENT

ALBERT B. BLOSCHE  
Plaintiff,

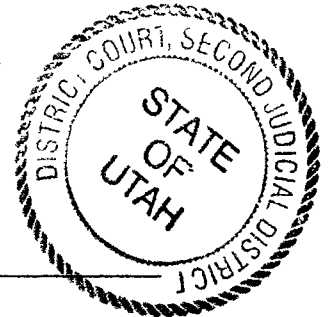
v.

LESLIE DAWN ETHINGTON BLOSCHE  
Defendant

RULING

Case No. 024701139

Judge: Rodney S. Page



This matter came on for trial on September 29, 2003, and November 7, 2003.

The petitioner was represented by his attorney, Douglas D. Adair. The respondent was represented on the first day of trial by her attorney Denise P. Larkin; and on the second day of trial, by her new attorney, Stephen D. Spencer.

After the first day of trial, the Court granted a Decree of Divorce to the parties, to become final upon entry. Plaintiff was ordered to temporarily continue the respondent on his health insurance, under COBRA and pay the costs thereof. The prior order of the Court was continued on a temporary basis, and all other issues were reserved for further hearing.

The Court having now heard all of the evidence, and the arguments of counsel, and being fully advised in the premises, rules as follows:

The parties were married on the 12<sup>th</sup> day of June, 1996. No children have been born as issue of the marriage and none are expected.

Shortly after the marriage, the parties moved to San Diego, California to provide the respondent with a change of environment. They returned to Utah a short time later,

295

Ruling





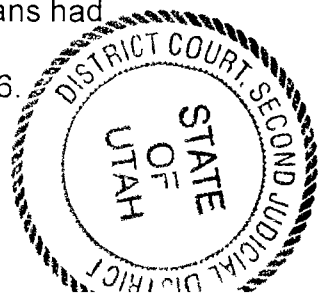
and lived with petitioner's parents. In November, 1999, they purchased a two-bedroom condo in North Salt Lake. They rented the condo and continued to live with petitioner's parents. At some point, they moved into the condo and respondent continues to reside there under a temporary Court order.

Because of respondent's financial condition, the condo was purchased in petitioner's name alone. They financed the condo with a first mortgage to Countrywide Mortgage and borrowed \$29,000 from petitioner's 401K through his employment. The loans are in petitioner's name, alone. There is a balance on the first mortgage of \$93,946, and on the 401K loan of \$25,079. The parties stipulated that the condo has a current market value of \$127,175, leaving a net equity of approximately \$8,150.

During the course of the marriage up to the time of trial, petitioner accumulated approximately \$87,425 in his 401K retirement plan with SkyWest. He also acquired approximately 937.64 shares of SkyWest stock valued at \$17.80 per share. The parties also acquired various other accounts at Smith Barney and Zions Security.

On March 20, 2002, petitioner withdrew from the Smith Barney Account approximately \$2,821 and on March 21, 2002 from the Zions investment account, approximately \$4,934.66. On March 15, 2002, he also withdrew from a Zions investment account, the sum of \$9,486.

When the parties married, the petitioner was essentially debt-free. The respondent had considerable debt, and a number of her debts had gone to collection. Included among her premarital debts, was an RC Willey bill of \$3,435; higher education (student loan) \$3,514 and CTI (student loan) \$5,687. Both of the student loans had gone to collection. The total of these three debts was approximately \$12,636.



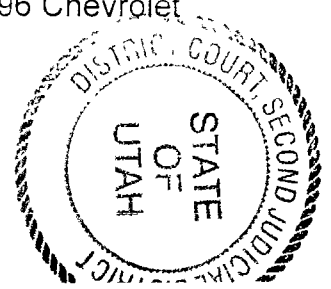
At some point, the parties decided to borrow money from petitioner's father to pay off their debts. They borrowed \$26,000 from petitioner's father and paid off respondent's premarital debts of some \$12,636 and other consumer debt that the parties had acquired during the course of the marriage. The respondent agreed, when they borrowed the money, that she would continue to work outside of the home until the debt was paid. They made regular monthly payments on the loan and at the time this matter was filed, there was a balance owing in excess of \$9,000.

Each of the parties have various items of furniture and fixture and personal items in their possession. These items were appraised by Mr. John Erkelens, Jr., a professional appraiser. He placed a value on the items in petitioner's possession at \$2,595 and those in respondent's possession at \$6,551.

From the testimony, it appeared that the sofa and love seat and hide-a-bed in petitioner's possession were premarital property and that the computer in petitioner's possession, which Mr. Erkelens did not personally inspect, was undervalued by about \$500. With these adjustments, the value of those items in petitioner's possession was approximately \$2,435.

With respect to the items in respondent's possession, it appeared that the sofa and love seat were overvalued by about \$600, that the bedroom set by about \$1,500, and that the seventeen-inch T.V. was a premarital asset. With these adjustments, the value of the items in respondent's possession was approximately \$4,451.

Petitioner has a 1997 Grand Cherokee with a balance owing of approximately \$5,290. It has an equity of approximately \$1,850. Respondent has a 1996 Chevrolet Beretta, that is free-and-clear and valued at approximately \$2,675.



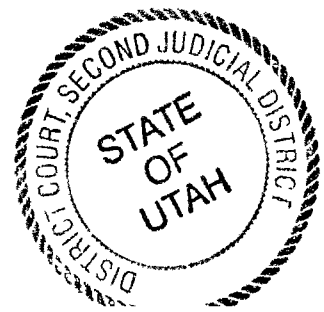
Petitioner is presently employed as a pilot with SkyWest Airlines, and was so employed when the parties married. He has had no additional schooling or training during the course of the marriage, for which the parties have had to pay. He currently receives a gross salary of approximately \$7,700 per month, and net after taxes, health insurance, FICA, Medicare and loan payment, of approximately \$5,500 per month.

The respondent was working full-time in a nightclub when the parties met and were married in 1996. She had worked steadily up until that time. The respondent also received an Associate Degree in legal secretary training from Stevens-Henager College in 1992. She tried working in that profession, but was let go after a short time. Following the parties marriage, respondent continued to work full-time, primarily as a receptionist for various businesses. She was an excellent employee and received several letters of recommendation from her employers. She never experienced any health or psychological problems which interfered with her employment.

In the Spring of 2001, she quit her employment and indicated to petitioner that she didn't want to work any longer, even though they still owed a substantial amount to petitioner's father on the loan they had obtained to pay off their debts.

A person working as a legal secretary in our area could expect to make an entry-level wage of approximately \$12.00 per hour with an average, after a period of training, of \$15.00 per hour.

A person working as a receptionist in the area, can expect an entry-level wage of \$7.90, but with experience, can expect an average wage of \$8.60 and \$10.90 per hour. The training period for such employment would be relatively short.

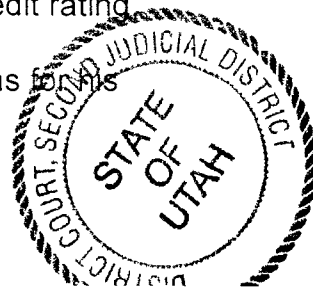


During the marriage and up until just before trial, the respondent had never sought any additional training or education, nor had she indicated any desire to do so. The issue of further education or training is a matter of recent origin, and even up until the time of trial, respondent had taken no formal steps to pursue any goals in that area. There was no evidence of any prior health or psychological problems that interfered with respondent's ability to work. That issue only arose after this matter was filed and just prior to the first trial date. No mention was made of the problem in any affidavits filed in this matter, nor in the deposition taken in February of 2003.

During the marriage, the parties lived primarily in apartments in Midvale and the Bountiful area. They have always resided in a relatively modest neighborhood. The condo they eventually purchased and resided in is in a similar neighborhood. It is a modest two-bedroom condo in North Salt Lake with 1300 square feet of living space. The parties also had a very modest lifestyle with no history of extravagant expenses or any particular vacation pattern.

At an order to show cause hearing in September, 2002, in conjunction with this case, the respondent filed an affidavit through her attorney claiming that her living expenses were \$2,140 per month. That included the condo payment and a car payment of \$195. The car is now paid for. However, that expense statement did not include the sum of \$208 per month which would be required to continue her medical insurance coverage under COBRA.

During the course of the marriage, petitioner had an arrangement with his brother, who is a building contractor, whereby he, because of his better credit rating, would co-sign, or in some cases sign in his own name on construction loans for his



brother. As part of the agreement, the petitioner would then be allowed to claim the interest on the construction loan for income tax purposes. That sometime required title to the property covered by the loan being in his name, either alone or with his brother as a co-owner. At one time, this also involved an L.L.C. organized by his brother.

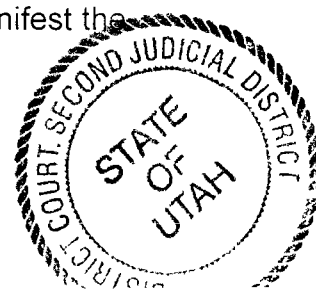
In these instances, the petitioner was not involved in the actual construction or any related matters. The only benefit received, was the tax benefit in which both of the parties participated.

After this complaint was filed, petitioner withdrew \$2,821 from his Smith Barney account and \$4,934 from his Zions investment account and paid that money along with some money from an income tax return to his father to pay off the balance of \$9,000-plus dollars which the parties owed the petitioner's father on the consolidation loan.

About this same time, petitioner withdrew approximately \$9,400 from his Zions investment account for which he cannot specifically account, except that it went to pay family obligations and ongoing expenses.

During the course of the marriage, respondent had no particular health or emotional problems, however, after the complaint was filed and following a deposition taken in February of 2003, respondent raised for the first time the question of her emotional health and the claim that she suffered from a Post-Traumatic Stress Disorder, therefore could not work. In that regard, she had her first visit with Dr. Cline in February of 2003.

All of the experts agreed, that based upon the self-reported symptoms of respondent, supported by certain psychological testing, that she does manifest the symptoms of PTSD, but were unable to indicate the cause.



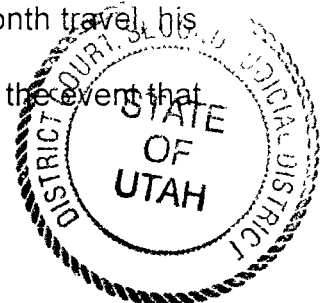
It was speculated that the source of the symptoms could be a delayed reaction to a prior difficult marriage of the respondent; her memory of a prior lifestyle coming into conflict with her present, changed value system; a conflicted relationship between the parties; or the stress of the present divorce litigation, or a combination of all of these factors.

It was evident from the file and the trial, that respondent had been actively engaged in every aspect of the divorce litigation, to the extent that there had been disagreements between herself and her counsel. This has resulted in her changing counsel on three different occasions, the last time, between the first and second day of the trial in this matter. The experts were unable to indicate how long her symptoms would last, however, both Dr. Cline and Dr. Carol Gage indicated that it would be good for respondent to get out and become involved in the workforce in some low stress type of job similar to that of a receptionist.

At trial, the respondent exhibited appropriate demeanor. She appeared very articulate and knowledgeable, and expressed herself very well. She did not seem to be intimidated in any way by the trial setting.

The Court found the testimony of Dr. Peterson, a Family Practitioner, to be less than credible and objective on the psychological issues because of his lack of formal training in the area, and because of the advocacy stance taken by him in respondent's favor.

The petitioner testified that he had living expenses of approximately \$2,458 per month, and that appeared reasonable, except for a claim of \$200 per month travel, his failure to include expense for his car payment of \$207 and for utilities, in the event that



he did not reside in the condo. The Court finds that utility expenses would reasonably be about \$200 per month, and that \$50 per month would be sufficient for travel expenses. The Court finds that reasonable expenses for the petitioner would be approximately \$2,716 including the utility expense, his car payment, and reduced travel of \$50 per month.

Respondent testified that she had living expenses of \$5,026 per month. The Court finds that those expenses are unreasonable, especially in light of her affidavit claiming expenses of only \$2,141 in September, 2002.

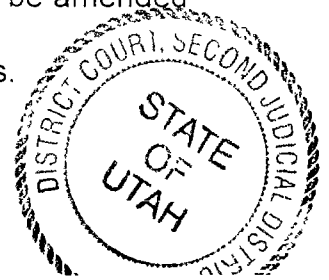
The Court finds that respondent would have reasonable expenses of a house payment of \$898, taxes of \$72, condo fee of \$40, maintenance fee of \$25, real property insurance of \$12, food and household expenses of \$260, utilities of \$125, phone of \$55, cell phone of \$40, personal care \$100, medical including COBRA of \$208, and co-pays for medical and dental in the amount of \$200, entertainment \$50, gifts \$25, auto expenses \$150, installment loans \$250, for reasonable expenses of approximately \$2,550 per month.

The Court finds that her claim for additional expenses are both excessive and speculative.

The Court further finds that respondent's claim for damages to the condominium in the approximate sum of \$1,400, although some of which were claimed to have been caused by petitioner, are primarily maintenance issues.

From the foregoing findings of fact, the Court concludes as follows:

That the Decree of Divorce previously granted in this matter should be amended to provide that the decree is granted based upon irreconcilable differences.



That the sum which accrued in petitioner's 401K at SkyWest should be valued as to those sums which accrued during the course of the marriage up to the date of the trial of September 29, 2003, and each of the parties should be awarded one-half thereof.

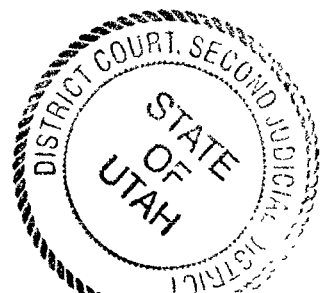
Each of the parties should be awarded one-half of the SkyWest stock, valued on the same date.

The Court concludes that the sums of \$2,821 and \$4,934 withdrawn by the petitioner were used to pay off the balance owing by the parties to petitioner's father, and therefore, was applied to marital debt.

The sum of \$9,400 was withdrawn by the petitioner and used to pay family and miscellaneous expenses. Although this is a marital asset, in light of the petitioner's assuming over \$12,000 of respondent's premarital debt, the Court will require no accounting of this sum.

Each of the parties is awarded those vehicles in their possession subject to any indebtedness thereon. The Court concludes that the equity in each is nearly equal and therefore makes no adjustment.

Each of the parties is awarded those items of personal property in their respective possession. The Court concludes that, based upon the findings of the Court, that the value of those items in respondent's possession, exceeds the value of the items in petitioner's possession by approximately \$1,776. To equalize those sums, the Court orders that the respondent shall bear the expense of any repairs that need to be made to the condominium as provided by the estimate.





The Court awards the condominium to the respondent subject to the first mortgage in the amount of \$93,946. The second mortgage loan on petitioner's 401K is to be paid off from the marital 401K before it is divided between the parties. That will leave an equity in the condo of approximately \$33,229. One-half of that is awarded to the petitioner and shall be deducted from respondent's share of the marital 401K.

Within 90 days of the date of this order, respondent is to refinance the condo and take the petitioner's name off of the loan.

During the 90 day period, the petitioner is to continue to pay the first mortgage and \$1,000 alimony to the respondent. He is also to continue to pay the costs of COBRA coverage. The condominium payment is considered to be additional alimony.

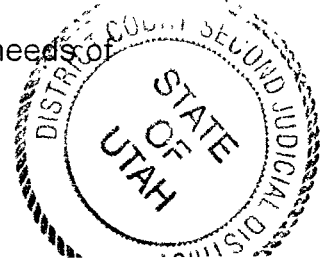
Respondent is to pay the utilities and condo fee and maintenance and maintain the premises during this period and allow no damage or waste to occur thereto except normal wear and tear.

If the respondent is unable to refinance the condo within the 90 days period, then the condo shall be awarded to the petitioner on the same terms and conditions as set forth above.

Petitioner is ordered to return to the respondent any CD's which he has that belong to respondent, and one-half of any CD's that the parties purchased. That order applies to the respondent also.

The petitioner is to return the T.V. guard to the respondent, if he has it.

The Court concludes that the respondent is able to work in a low stress job such as a receptionist. And the Court attributes to her an income of approximately \$9.00 per hour for a total of \$1,550 per month. The Court concludes that she has needs of



approximately \$2,550 per month and that she does not have sufficient income to meet those needs at this time.

The Court considers that petitioner has reasonable expenses of approximately \$2,716 per month and net income of approximately \$5,500 per month, and therefore has the ability to assist the respondent.

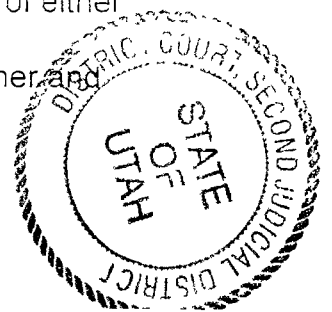
Based upon the foregoing, the Court hereby orders that petitioner pay to the respondent as alimony the sum of \$1,300 per month, provided however, this order shall not become effective until after the condominium is refinanced or for a period of 90 days, whichever occurs first. After that time, this order shall become effective.

Alimony is to terminate at the end of three years, or by operation of law, whichever occurs first. For the purposes of calculating the three year period, that period shall begin to run on October 1, 2003. The Court awards no sums for education or additional training, the Court concluding that such sums are too speculative and not supported by the evidence.

Each of the parties are to pay any debt or obligation they have incurred since the date of separation and hold the other party harmless.

The Court further concludes that each of the parties have incurred attorney's fees and costs in this matter. Respondent claims attorneys' fees in the approximate sum of \$15,298, which includes \$1,430 for her first attorney, \$6,623.10 for her second attorney, and \$5,072.50 for her third attorney, who represented her for less than two weeks and during the second day of her trial.

The Court concludes that this case was not overly complex in terms of either discovery or legal issues; further that the fees in this matter for both petitioner and



respondent were increased as a result of respondent's decision to employ three different counsel in the case and by including new issues in the case late in the proceedings.

The Court concludes that a reasonable attorney's fee, but for the actions of the respondent, would be \$6,500.

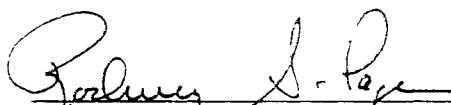
The Court finds that respondent is without sufficient funds to pay those fees without invading the assets awarded to her. That in light of petitioner's superior earning capacity, he has the ability to contribute toward respondent's attorneys' fees. The Court recognizes that petitioner has already paid \$2,500 toward respondent's attorneys' fees and that he has been required to incur additional fees as a result of the actions of the respondent in this matter, and therefore orders that petitioner only pay an additional sum of \$4,000 toward respondent's attorneys' fees.

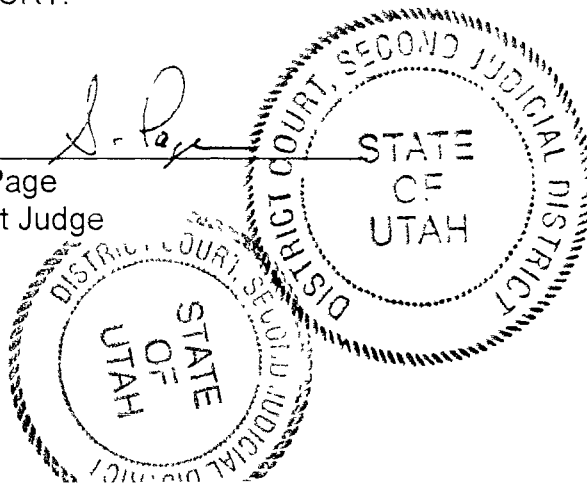
Each of the parties are to bear their own costs.

Plaintiff's counsel is directed to prepare findings and decree in accordance with the Court's ruling, and submit the same to opposing counsel at least five days prior to the time that they are submitted to the Court for signature.

Dated this 19<sup>th</sup> day of December, AD 2003

BY THE COURT:

  
Rodney S. Page  
District Court Judge



## CERTIFICATE OF MAILING

I hereby certify that I mailed a true and correct copy of the foregoing ruling to:

Douglas D. Adair  
845 South Main, Suite 23  
Bountiful, Utah 84010

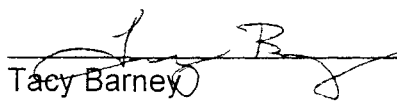
Stephen D. Spencer  
47 East Vine Street  
Murray, Utah 84107

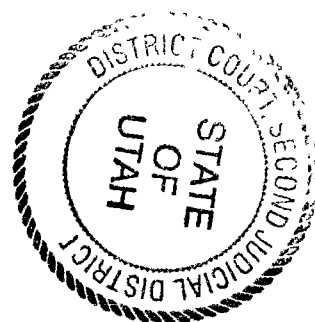
Leslie Ethington Blossch  
402 North 75 East  
North Salt Lake, Utah 84054

postage prepaid this 19<sup>th</sup> day of December, AD 2003.

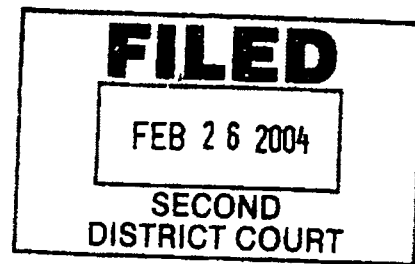
Alyson Brown  
Clerk of Court

By

  
Tracy Barney  
Deputy Court Clerk



Douglas D. Adair (#6460)  
**CRAMER, CRAMER & ADAIR, L.L.C.**  
Smith Hyatt Building  
845 South Main Street, Suite 23  
Bountiful, Utah 84010  
Telephone (801) 299-9999  
Facsimile (801) 298-5161



Attorney for Petitioner

---

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF UTAH  
DAVIS COUNTY, FARMINGTON DEPARTMENT

---

~~ALBERT B. BLOSGH,~~

Petitioner,

v

LESLIE DAWN ETHINGTON-BLOSGH,

Respondent.

~~DEGREE OF DIVORCE~~

Civil Number 024701139DA

Judge Rodney S. Page

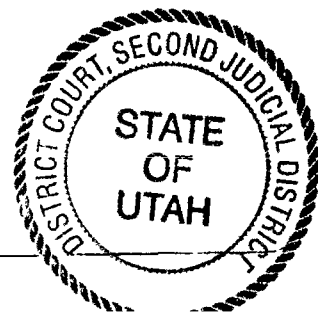
Commissioner David S. Dillon

*Denise P. Larkin*  
On September 29, 2003 and November 7, 2003, this case came on for trial before the Honorable Rodney S. Page. Petitioner appeared personally on both days of trial together with his attorney of record, Douglas D. Adair. Respondent appeared personally on the first day of trial with her attorney of record Denise P. Larkin, and on the second day of trial with her subsequent attorney of record Stephen D. Spencer. During these two days of trial, the Court had the opportunity to hear evidence from both Petitioner's and Respondent's witnesses, to consider the admitted exhibits, and to hear arguments of counsel. Being fully advised in the premises, the Court now enters the following DECREE OF DIVORCE:

JUDGMENT ENTERED

BY *KL*

94

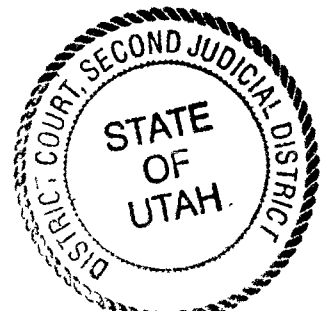


374

1. On October 21, 2003, this Court granted a bifurcated Decree of Divorce to the parties. The Court granted Petitioner a divorce from Respondent on the grounds of cruelty pursuant to the request in his Petition. The Court granted Respondent a divorce from Petitioner on the grounds of irreconcilable differences. The Court hereby amends this Decree of Divorce to the mutual grounds of irreconcilable differences.

2. The Court finds that Petitioner has acquired a marital interest in a Skywest 401(k) account in the amount of \$87,425.00 (which represents the value of the account as of the time of the first day of trial of September 29, 2003, less Petitioner's pre-marital contribution to the account.) The Court further finds that Respondent has not acquired any retirement or investment accounts during the course of the marriage. On this basis, the Court awards each of the parties one half of the \$87,425.00 marital portion of the Skywest 401(k) account, subject to the following adjustments set forth in the Decree of Divorce. In addition, the Court awards each party one half of the Skywest Stock held as of the first day of trial of September 29, 2003 (937.64 shares valued at \$17.80 per share.). The Court finds that there are not any other marital investment or retirement accounts subject to division between the parties and otherwise awards each party any and all of their own investment, banking, and retirement accounts of any kind.

3. Each party shall be awarded the vehicle(s) in that party's respective possession subject to any indebtedness thereon. Therefore, Petitioner is hereby awarded his 1997 Grand Cherokee, subject to any indebtedness thereon. Respondent is hereby awarded her 1996 Chevrolet Beretta, subject to any indebtedness thereon. Petitioner shall return to Respondent any compact discs which he has, that belong to Respondent, and one-half of any compact discs that the parties purchased. In addition, Respondent shall return to Petitioner any compact discs which she has that

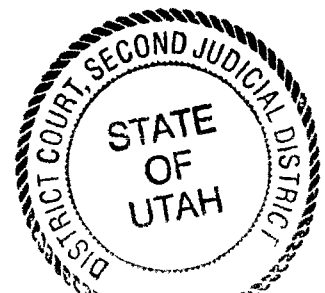


belong to Petitioner, and one-half of any compact discs that the parties purchased. If he has it, Petitioner shall return the television guard to Respondent.

4. Each party is hereby awarded all of the remaining items of personal property in that party's respective possession, not mentioned above. Based upon its findings, the Court concludes that the value of those marital personal property items in Respondent's possession exceed the value of the items in Petitioner's possession by approximately \$1,776.00. To equalize those sums, the Court orders that Respondent shall bear the expense of any repairs that need to be made to the marital condominium as provided by the estimate at trial (which the Court found were primary maintenance issues.)

5. The Court orders that the marital condominium located at 468 North Frontage Road, North Salt Lake, Utah shall be awarded to Respondent (upon the conditions set forth herein) subject to the existing Countrywide first mortgage in the amount of \$93,946.00, and the second mortgage loan on Petitioner's 401(k) account which is \$25,079.00. After the application of these two loans, the Court finds that there is an equity interest in the condominium of \$33,229.00. One half of this equity amount shall be awarded to Petitioner, and shall be deducted from Respondent's marital share of the Skywest 401(k). The Court orders that Respondent shall refinance the Countrywide first mortgage loan, and completely remove Petitioner's name of the loan within 90 days of December 19, 2003. Further, the Court orders that the 401(k) loan shall be paid off from the marital Skywest 401(k), before the marital portion of the 401(k) is divided between the parties.

6. Within 90 days of December 19, 2003, Respondent shall refinance the condominium and take Petitioner's name completely off of the loan. During the 90 day period, Petitioner shall continue to pay the first mortgage on the marital condominium and \$1,000.00



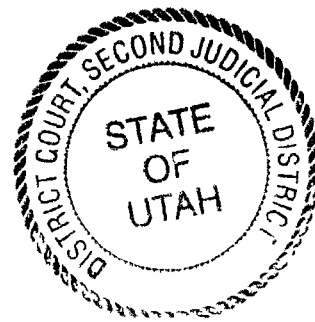
monthly alimony to Respondent. During this period, Petitioner shall also continue to pay the costs of Respondent's COBRA coverage. The marital condominium payment shall be considered additional alimony.

7. During the 90 day period, Respondent shall pay the utilities and condominium fee and maintenance fees, and shall maintain the premises during this period, and shall allow no damage or waste to occur thereto except normal wear and tear.

8. If Respondent is unable to refinance the condominium as specified above and within the 90 day period specified above, then the condominium shall be awarded to Petitioner on the same terms and conditions as set forth above.

9 Upon the soonest of the occurrence of either 90 days from December 19, 2003 or the refinance of the marital condominium whichever first occurs, Petitioner shall begin pay to Respondent monthly alimony in the amount of \$1,300.00 per month in place of the temporary 90 day period financial obligations set forth above. (Upon the commencement of such payments, Petitioner shall not have any additional duty to pay any COBRA payments, condominium payments, or any other payments in relation to Respondent.) Petitioner's monthly alimony obligation shall terminate upon the soonest of the following events: (a) Three years from the date of October 1, 2003; b) Respondent's remarriage; c) Respondent's cohabitation; d) Respondent's death.

10. The parties do not have any joint debts and obligations of any kind. Therefore, each party shall pay all of their own separate debts or obligation incurred at any time, whether prior to the marriage, during the marriage, or after the date of the parties' separation. The Court specifically denies Respondent's request that Petitioner be responsible for any of the debts which she incurred during the course of this action, or any of her other debts of any kind. Each party shall hold the





other party harmless for any such debts.

11. Based upon the different financial positions of the parties, Petitioner shall pay \$4,000.00-toward Respondent's attorney fees, in addition to the \$2,500.00 which he previously paid. Otherwise, each party shall be responsible for all of their own court costs, witness costs, attorney fees, and any other expenses in relation to this action of any kind.

12. Based upon Petitioner's payment of certain portions of the joint marital loan from Petitioner's father as well as other provisions of this Decree, Petitioner shall not be required to provide any accounting for any of the sums which he withdrew and allocated to various expenses, either prior to this action or after the commencement of this action.

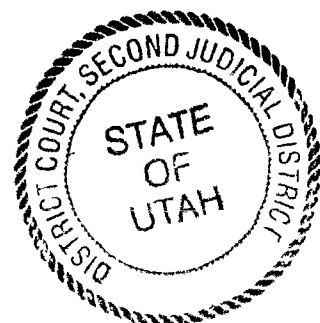
13. The Court orders that neither party shall bother or harass the other party.

14. Other than the obligation to pay certain COBRA payments as specified above, neither party shall have any obligation to carry any kind of insurance of any kind (including but not limited to life or health) either on their own life or on the other party. Further, each party shall be separately responsible for any and all of their own health care costs of any kind.

15. The Court denies Petitioner's request that Respondent be restored to her maiden name, and allows her to continue to use her present surname of Blossch.

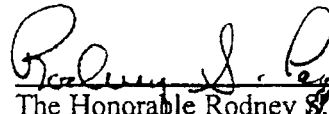
16. The Court orders that the parties shall file separate tax returns for the tax year of 2003, and for each and every subsequent year thereafter. Further, neither party shall make any claims to any tax proceeds of the other party. Further, neither party shall make any claims against the other party for any tax liabilities of any kind.

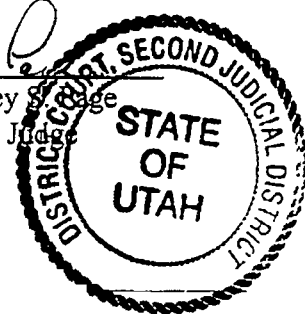
17. Each party shall cooperate with the other party, in order to execute any documents to implement the provisions of the instant Decree of Divorce.



DATED this 24<sup>th</sup> day of ~~January~~<sup>Feb.</sup>, 2004.

BY THE COURT:

  
The Honorable Rodney S. Page  
Second District Court Judge



APPROVED AS TO FORM:

Dated this \_\_\_\_\_ day of January, 2004.

\_\_\_\_\_  
Leslie Dawn Ethington Blosch  
Respondent Pro Se

STATE OF UTAH } ss  
COUNTY OF DAVIS

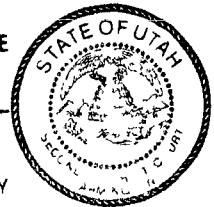
I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE  
ORIGINAL ON FILE IN MY OFFICE

DATED THIS 12 DAY OF NOV 20 04

ALAN F. BROWN  
CLERK OF THE COURT

BY Corey Claycomb DEPUTY

Page 6 of 7



**NOTICE TO RESPONDENT**

PLEASE TAKE NOTICE that in accordance with Rule 4-504(2), Utah Rules of Judicial Administration, the undersigned shall submit the foregoing DECREE OF DIVORCE to the Court for signature and entry upon the expiration of eight (8) days from the date hereof, unless written notice of your objection thereto is submitted to the Court and the undersigned prior to that time.

**CERTIFICATE OF SERVICE**

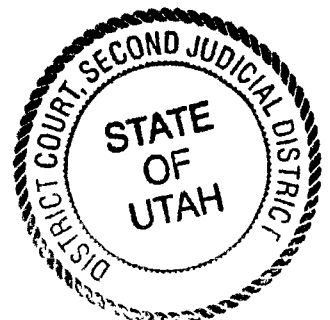
I hereby certify that on this 12 day of January, 2004, I served a true and correct copy of the foregoing Decree of Divorce upon the following parties via U.S. mail

Stephen D. Spencer  
Attorney at Law  
47 East Vine Street  
Murray, Utah 84010

Leslie Dawn Ethington Blossch  
Respondent Pro Se  
402 North 75 East  
North Salt Lake, Utah 84054

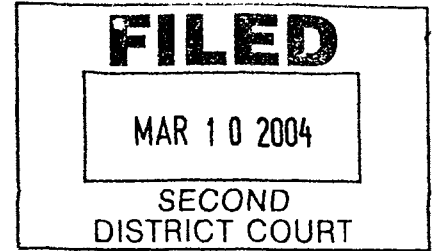
Albert B. Blossch  
Petitioner  
347 West 3500 South  
Bountiful, Utah 84010

*Melanie Blossch*



Douglas D. Adair (#6460)  
**CRAMER, CRAMER & ADAIR, L.L.C.**  
Smith Hyatt Building  
845 South Main, Suite 23  
Bountiful, Utah 84010  
Telephone: (801) 299-9999  
Facsimile: (801) 298-5161

Attorney for Petitioner



---

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF UTAH**  
**DAVIS COUNTY, FARMINGTON DEPARTMENT**

---

ALBERT B. BLOSCH,  
  
Petitioner,

vs.

LESLIE DAWN ETHINGTON BLOSCH,  
  
Respondent.

**ORDER ON POST TRIAL  
MOTIONS**

Case No.: 024701139

Judge: Rodney S. Page  
Commissioner: David S. Dillon

---

On February 24, 2004, this matter came on for hearing before the Honorable Rodney S. Page on the various motions filed by Respondent and on Petitioner's corresponding motion for attorney fees, subsequent to the trial in this action. Petitioner appeared personally, together with his counsel of record Douglas D. Adair. Respondent appeared personally and on her own behalf. Both parties presented argument. Based upon this argument and good cause appearing THE COURT HEREBY ENTERS THE FOLLOWING FINDINGS:

1. The Court finds that Respondent has had three different counsel during the course of this action and has interjected herself into this proceeding.
2. The Court finds that Respondent requested several continuances previous to trial in



this action. The Court finds that it made considerable efforts to accommodate Respondent in regard to these requests.

3. The Court finds that it held the first day of trial on September 29, 2003, and the second day of trial on November 7, 2003.

4. The Court finds that it adequately considered all matters during the two day trial as referenced above. The Court finds that both parties presented both voluminous witnesses and exhibits.

5. The Court finds that each party had a full and adequate opportunity to present their case during these two days of trial. Further, each party previously had adequate opportunity to conduct discovery in this action.

6. The Court finds that Respondent has not presented any basis for a new trial in this action. Specifically, Respondent has not presented any evidence of any irregularity in the proceedings, any fraud, or any new relevant evidence not considered at trial, or any other basis for a new trial.

7. The Court finds that the Findings of Fact and Conclusions of Law and Decree of Divorce, as previously submitted by Petitioner, accurately represent the Court's trial ruling in this matter.

Based upon these findings, THE COURT HEREBY ENTERS THE FOLLOWING ORDER:

1. The Court denies Respondent's motion for a new trial.
2. The Court denies all items as referenced in Respondent's motion for order to show cause.

3. The Court denies Respondent's request to re-open discovery and orders that neither party shall conduct any further discovery in this matter.

4. The Court denies each and every other motion of any kind filed by Respondent, subsequent to trial in this action, and hereby reaffirms its previous trial ruling.

5. The Court denies the objections submitted by Respondent in regard to the Decree of Divorce and Findings of Fact and Conclusions of Law, as submitted by Petitioner.

6. The Court denies Petitioner's motion for post trial attorney fees and orders each party to pay all of their costs and fees according to the terms of the Court's previous trial ruling.

7. The Court directs Petitioner to continue to submit his alimony payments to Respondent, by direct deposit in to her current bank account destination.

8. The Court supplements its trial ruling and orders that Petitioner shall hold Respondent harmless from any tax consequences associated with any of his dealings in real property of any kind, other than the marital condominium.

9. The Court advised the parties on the record of their discretionary right to appeal the trial decision in this action, according to the terms of Utah law. Further, the Court specifically advised Respondent that she should file no further motions of any kind in this Court on the basis that the Court has adequately and fully ruled in this matter both at trial, and by this comprehensive post trial ruling.

DATED this \_\_\_\_\_ day of February, 2004.

**BY THE COURT:**

\_\_\_\_\_  
The Honorable Rodney S. Page  
Second Judicial District Court Judge

**NOTICE TO RESPONDENT**

PLEASE TAKE NOTICE that in accordance with Rule 4-504(2), Utah Rules of Judicial Administration, the undersigned shall submit the foregoing ORDER ON POST TRIAL MOTIONS to the Court for signature and entry upon the expiration of eight (8) days from the date hereof, unless written notice of your objection thereto is submitted to the Court and the undersigned prior to that time.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 24 day of February, 2004, I served a true and correct copy of the foregoing Order upon the following parties via U.S. mail:

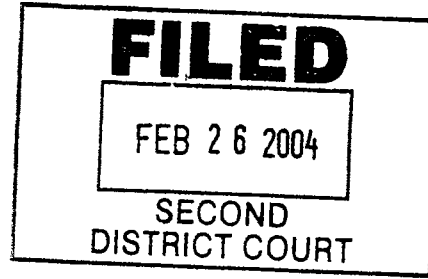
Leslie D. Bosch  
Respondent  
402 North 75 East  
North Salt Lake, Utah 84054

Albert Bosch  
Petitioner  
347 West 3500 South  
Bountiful, Utah 84010

Melanie Bosch



Douglas D. Adair (#6460)  
**CRAMER, CRAMER & ADAIR, L.L.C.**  
Smith Hyatt Building  
845 South Main Street, Suite 23  
Bountiful, Utah 84010  
Telephone (801) 299-9999  
Facsimile (801) 298-5161



Attorney for Petitioner

---

---

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF UTAH**

**DAVIS COUNTY, FARMINGTON DEPARTMENT**

---

---

ALBERT B. BLOSCH,

Petitioner,

v.

LESLIE DAWN ETHINGTON-BLOSCH,

Respondent.

**FINDINGS OF FACT AND  
CONCLUSIONS OF LAW**

Civil Number 024701139DA

Judge Rodney S. Page

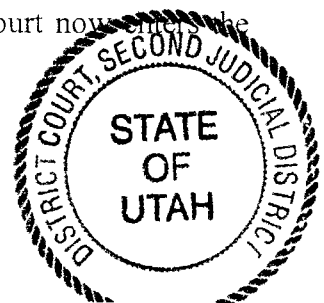
Commissioner David S. Dillon

On September 29, 2003 and November 7, 2003, this case came on for trial before the Honorable Rodney S. Page. Petitioner appeared personally on both days of trial together with his attorney of record, Douglas D. Adair. Respondent appeared personally on the first day of trial with her attorney of record Denise P. Larkin, and on the second day of trial with her subsequent attorney of record Stephen D. Spencer. During these two days of trial, the Court had the opportunity to hear evidence from both Petitioner's and Respondent's witnesses, to consider the admitted exhibits, and to hear arguments of counsel. Being fully advised in the premises, the Court now enters the following:

Findings of Fact and Conclusions of Law



VD11503747



### **FINDINGS OF FACT**

1. Petitioner and Respondent are both bona fide residents of Davis County, State of Utah, and have been so for more than three months immediately prior to the filing of this action.

2. Petitioner and Respondent were married on June 12, 1996.

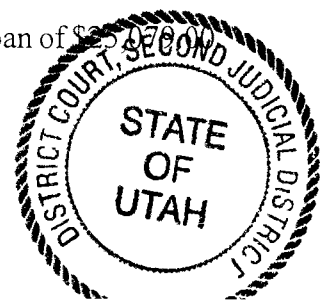
3. During the course of the marriage, the parties experienced difficulties, that cannot be reconciled, which have prevented the parties from pursuing a viable marriage relationship. The Court finds that the grounds for divorce should be amended to be mutual irreconcilable differences.

4. On September 29, 2003 (the first day of trial), the Court granted a Decree of Divorce to the parties to become final upon entry. At such time, the Court ordered Petitioner to temporarily continue Respondent on his health insurance, under COBRA, and to pay the costs thereof. The Court continued other prior temporary orders, and reserved other issues for final disposition on the second day of trial.

5. No children have been born as issue of the marriage and none are expected.

6. Shortly after the marriage, the parties moved to San Diego, California, to provide Respondent with a change of environment. They returned a short time later and lived with Petitioner's parents. In November, 1999, they purchased a two-bedroom condo in North Salt Lake. They rented the condo and continued to live with Petitioner's parents. At some point, they moved into the condo and Respondent continues to reside there under a temporary Court order.

7. Because of Respondent's financial condition, the condo was purchased in Petitioner's name alone. They financed the condo with a first mortgage to Countrywide Mortgage and borrowed \$29,000.00 from Petitioner's 401(k) through his employment. The loans are in Petitioner's name alone. There is a balance on the first mortgage of \$93,946.00, and on the 401(k) loan of \$25,000.00.



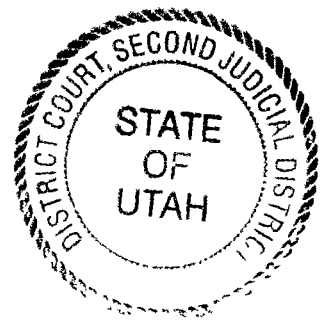
The parties stipulated that the condo has a current market value of \$127,175.00, leaving a net equity of approximately \$8,150.00.

8. During the course of the marriage up to the time of trial, Petitioner accumulated approximately \$87,425.00 in his 401(k) retirement plan with Skywest. He also acquired approximately 937.64 shares of SkyWest stock valued at \$17.80 per share. The parties also acquired various other accounts at Smith Barney and Zions Security.

9. On March 20, 2002, Petitioner withdrew from the Smith Barney Account approximately \$2,821.00, and on March 21, 2002 from the Zions Investment Account approximately \$4,934.66. On March 15, 2002, he also withdrew from a Zions Investment Account, the sum of \$9,486.00.

10. When the parties married, Petitioner was essentially debt-free. Respondent had considerable debt, and a number of debts had gone to collection. Included among her pre-marital debts, was an R.C. Willey bill of \$3,435.00, higher education (student loan) of \$3,514.00, and CTI (student loan) of \$5,687.00. Both of the student loans had gone to collection. The total of these three debts was approximately \$12,636.00.

11. At some point, the parties decided to borrow money from Petitioner's father to pay off their debts. They borrowed \$26,000.00 from Petitioner's father and paid off Respondent's premarital debts of some \$12,636.00, and other consumer debt that the parties had acquired during the course of the marriage. The Respondent had agreed, when they borrowed the money, that she would continue to work outside of the home until the debt was paid. They made regular monthly payments on the loan and at the time this matter was filed, there was a balance owing in excess of \$9,000.00.



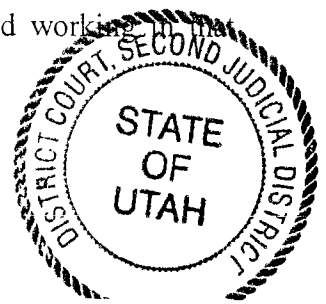
12. Each of the parties have various items of furniture and fixture and personal items in their possession. These items were appraised by Mr. Jerry Erkelens, Jr., a professional appraiser. He placed a value on the items in Petitioner's possession at \$2,595.00, and those in Respondent's possession at \$6,551.00. From the testimony, it appeared that the sofa, love seat, and hide-a-bed in Petitioner's possession were premarital property, and that the computer in Petitioner's possession, which Mr. Erkelens did not personally inspect, was undervalued by about \$500.00. With these adjustments, the value of those items in Petitioner's possession was approximately \$2,435.00.

13. With respect to the items in Respondent's possession, it appears that the sofa and love seat were overvalued by about \$600.00, the bedroom set by about \$1,500.00, and that the seventeen inch TV was a premarital asset. With these adjustments, the value of the items in Respondent's possession was approximately \$4,451.00.

14. Petitioner has a 1997 Grand Cherokee with a balance owing of approximately \$5,290.00. It has an equity of approximately \$1,850.00. Respondent has a 1996 Chevrolet Beretta, that is free and clear and valued at approximately \$2,675.00.

15. Petitioner is presently employed as a pilot with SkyWest Airlines, and was so employed when the parties married. He has had no additional schooling or training during the course of the marriage, for which the parties have had to pay. He currently receives a gross salary of approximately \$7,700.00 per month, and net after taxes, health insurance, FICA, medicare, and loan payment, of approximately \$5,500.00 per month.

16. Respondent was working full time in a night club when the parties met and were married in 1996. She had worked steadily up until that time. Respondent also received an associates degree in legal secretary from Stevens-Henager College in 1992. She tried working in that



profession, but was let go after a short time. Following the parties marriage, Respondent continued to work full-time, primarily as a receptionist for various businesses. She was an excellent employee and received several letters of recommendation from her employers. She never experienced any health or psychological problems which interfered with her employment.

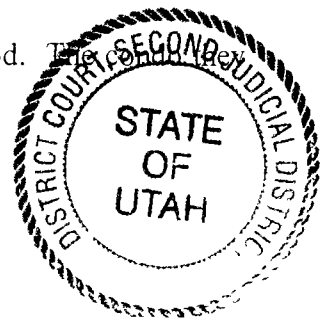
17. In the Spring of 2001, Petitioner quit her employment and indicated to Petitioner that she did not want to work any longer, even though they still owed a substantial amount to Petitioner's father on the loan they had obtained to pay off their debts.

18. A person working as a legal secretary in our area could expect to make an entry level wage of approximately \$12.00 per hour with an average, after a period of training, of \$15.00 per hour.

19. A person working as a receptionist in the area, can expect an entry-level wage of \$7.90, but with experience, can expect an average wage of between \$8.60 and \$10.90 per hour. The training period for such employment would be relatively short.

20. During the marriage and up until just before trial, Respondent had never sought any additional training or education, nor had she indicated any desire to do so. The issue of further education and training is a matter of recent origin, and even up until the time of trial, Respondent had taken no formal steps to pursue any goals in that area. There was no evidence of any prior health or psychological problems that interfered with Respondent's ability to work. That issue only arose after this matter was filed and just prior to the trial date. No mention was made of the problem in any affidavits filed in this matter, nor in the deposition taken in February of 2003.

21. During the marriage, the parties lived primarily in apartments in Midvale and the Bountiful area. They have always resided in a relatively modest neighborhood. The



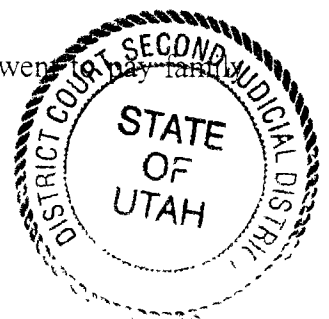
eventually purchased and resided in is in a similar neighborhood. It is a modest two-bedroom condo in North Salt Lake with 1300 square feet of living space. The parties also had a very modest lifestyle with no history of extravagant living expenses, or any particular vacation pattern.

22. At an order to show cause hearing in September, 2002, in conjunction with this case, Respondent filed an affidavit through her attorney claiming that her living expenses were \$2,140.00 per month. That included the condo payment and a car payment of \$195.00. The car is now paid for. However, that expense statement did not include the sum of \$208.00 per month which would be required to continue her medical insurance coverage under COBRA.

23. During the marriage, Petitioner had an arrangement with his brother, who is a building contractor, whereby he, because of his better credit rating, would co-sign, or in some cases sign his own name on construction loans for his brother. As part of the agreement, Petitioner would then be allowed to claim the interest on the construction loan for income tax purposes. That sometime required title to the property covered by the loan being in his name, either alone or with his brother as a co-owner. At one time, this also involved an L.L.C. organized by his brother. In these instances, Petitioner was not involved in the actual construction or any related matters. The only benefit received, was the tax benefit in which both of the parties participated.

24. After this Complaint was filed, Petitioner withdrew \$2,821.00 from his Smith Barney account, and \$4,934.00 from his Zions investment account, and paid that money along with some money from an income tax return to his father to pay off the balance of \$9,000.00 plus dollars which the parties owed Petitioner's father on the consolidation loan.

25. About this same time, Petitioner withdrew approximately \$9,400.00 from his Zions investment account for which he cannot specifically account, except that it went to pay taxes.



obligations and ongoing expenses.

26. All of the experts agreed, that based upon the self-reported symptoms of Respondent, supported by certain psychological testing, that she does manifest the symptoms of PTSD, but were unable to indicate the cause.

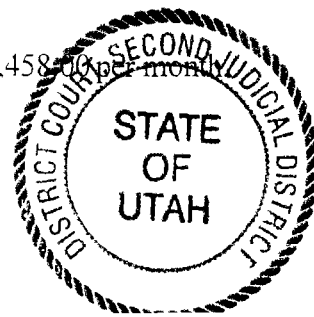
27. It was speculated that the source of the symptoms could be a delayed reaction to a prior difficult marriage of Respondent; her memory or a prior lifestyle coming into conflict with the present; changed value system; a conflicted relationship between the parties; or the stress of the present divorce litigation; or a combination of all of these factors.

28. It was evident from the file and the trial, that Respondent had been actively engaged in every aspect of the divorce litigation, to the extent that there had been disagreements between herself and counsel. This has resulted in her changing counsel on three different occasions, the last time, between the first and second day of trial in this matter. The experts were unable to indicate how long her symptoms would last, however, both Dr. Cline and Dr. Carol Gage indicated that it would be good for Respondent to get out and become involved in the work force in some low stress type of job similar to that of a receptionist.

29. At trial, Respondent exhibited appropriate demeanor. She appeared very articulate and knowledgeable, and expressed herself very well. She did not seem to be intimidated in any way by the trial setting.

30. The Court found the testimony of Dr. Peterson, a family practitioner, to be less than credible and objective on the psychological issues because of his lack of formal training in the area. and because of the advocacy stance taken by him in Respondent's favor.

31. Petitioner testified that he had living expenses of approximately \$2,458.00 per month.



and that appeared reasonable, except for a claim of \$200.00 per month travel, his failure to include his car payment expense of \$207.00, and for utilities in the event that he did not reside in the condo. The Court finds that utility expenses would reasonably be about \$200.00 per month. and that \$50.00 would be sufficient for travel expenses. The Court finds that reasonable expenses for Petitioner would be approximately \$2,716.00 including the utility expense, his car payment, and reduced travel of \$50.00 per month.

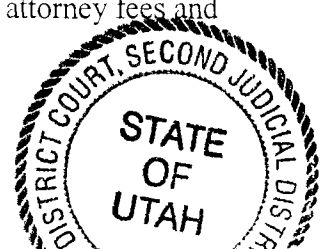
32. Respondent testified that she had living expenses of \$5,026.00 per month. The Court finds that those expenses are unreasonable, especially in light of her affidavit claiming expenses of only \$2,141.00 in September, 2002.

33. The Court finds that Respondent would have reasonable expenses of a house payment of \$898.00, taxes of \$72.00, condo fee of \$40.00, maintenance fee of \$25.00, real property insurance of \$12.00, food and household expenses of \$260.00, utilities of \$125.00, phone of \$55.00, cell phone of \$40.00, personal care of \$100.00, medical including COBRA of \$208.00, and co-pays for medical and dental in the amount of \$200.00, entertainment of \$50.00, gifts of \$25.00. auto expenses of \$150.00, installment loans of \$250.00, for reasonable expenses of approximately \$2,550.00 per month.

34. The Court finds that Respondent's claims for additional expenses are both excessive and speculative.

35. The Court further finds that Respondent's claim for damage to the condominium in the approximate sum of \$1,400.00, although some of which were claimed to have been caused by Petitioner, are primarily maintenance issues.

36. The Court further concludes that each of the parties have incurred attorney fees and





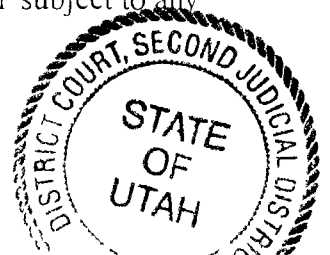
costs in this matter. Respondent claims attorney fees in the approximate sum of \$15,298.00 which includes \$1,430.00 for her first attorney, \$6,623.10 for her second attorney, and \$5,072.50 for her third attorney who represented her for less than two weeks and during the second day of trial. The Court concludes that this case was not overly complex in terms of either discovery or legal issues, further that the fees in this matter for both Petitioner and Respondent were increased as a result of Respondent's decision to employ three different counsel in this case and by including new issues late in the proceedings. The Court concludes that a reasonable attorney fee for Respondent, but for the action of Respondent would be \$6,500.00. The Court finds that Respondent is without sufficient funds to pay those fees without invading the assets awarded to her. That in light of Petitioner's superior earning capacity, he has the ability to contribute toward Respondent's attorney fees. The Court recognizes that Petitioner has already paid \$2,500.00 toward Respondent's attorney fees and that he has been required to incur additional fees as a result of the actions of Respondent in this matter, and finds that Respondent should only pay an additional \$4,000.00 of Respondent's attorney fees. The Court finds that each party should bear their own costs.

### **CONCLUSIONS OF LAW**

1 The Decree of Divorce previously granted in this matter should be amended to provide that the Decree is mutually granted based upon irreconcilable differences.

2 The sum which accrued in Petitioner's 401(k) account at SkyWest should be valued as to those sums which accrued during the course of the marriage up to the date of the trial of September 29, 2003, and each of the parties should be awarded one-half thereof. Each of the parties should be awarded one-half of the SkyWest stock valued on the same date.

3 Each party should be awarded the vehicles in their possession subject to any



indebtedness thereon. Petitioner should return to Respondent any CD's which he has that belong to Respondent, and one-half of any CD's that the parties purchased. That should apply to the Respondent also. The Petitioner should return the T.V. guard to Respondent, if he has it.

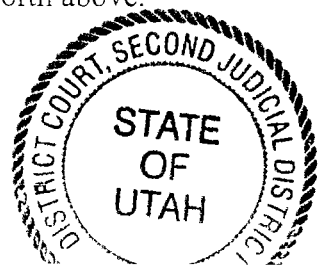
4. Each party should be awarded those items of personal property in their respective possession. The Court concludes that, based upon the findings of the Court, that the value of those items in Respondent's possession exceed the value of the items in Petitioner's possession by approximately \$1,776.00. To equalize those sums, the Court orders that Respondent should bear the expense of any repairs that need to be made to the condominium as provided by the estimate.

5. The condominium should be awarded to Respondent subject to the existing first mortgage in the amount of \$93,946.00. The second mortgage loan on Petitioner's 401(k) should be paid off from the marital 401(k) before it is divided between the parties. That would leave an equity in the condo of approximately \$33,229.00. One half of that should be awarded to Petitioner, and shall be deducted from Respondent's share of the marital 401(k).

6. Within 90 days of the date of this order, Respondent should refinance the condo and take Petitioner's name off of the loan. During the 90 day period, Petitioner should continue to pay the first mortgage and \$1,000.00 alimony to Respondent. Petitioner should also continue to pay the costs of COBRA coverage. The condominium payment should be considered additional alimony.

7. Respondent should pay the utilities, condo fee, and maintenance, and should maintain the premises during this period and allow no damage or waste to occur thereto except normal wear and tear.

8. If Respondent is unable to refinance the condo within the 90 day period, then the condo should be awarded to Petitioner on the same terms and conditions as set forth above.



9. Petitioner should pay to Respondent as alimony the sum of \$1,300.00 per month, provided however, this should not become effective until after the condominium is refinanced or for a period of 90 days, whichever occurs first. After that time, this order should become effective. Alimony should terminate at the end of three years, or by operation of law, whichever occurs first. The three year period should begin to run on October 1, 2003.

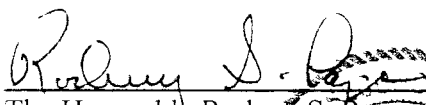
10. Each party should pay any debt or obligation which that party has incurred since the date of separation, and should hold the other party harmless.

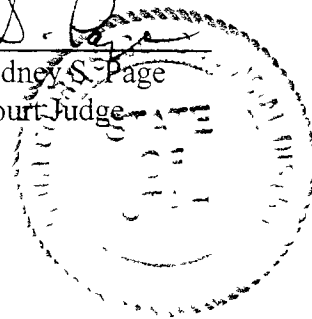
11. Petitioner should pay \$4,000.00 toward Respondent's attorneys' fees.

12. Each party should bear their own costs.

DATED this 24<sup>th</sup> day of <sup>Feb.</sup>~~January~~, 2004.

BY THE COURT:

  
The Honorable Rodney S. Page  
Second District Court Judge



APPROVED AS TO FORM:

Dated this \_\_\_\_\_ day of January, 2004.

\_\_\_\_\_  
Leslie Dawn Ethington Blosch  
Respondent Pro Se

STATE OF UTAH } SS  
COUNTY OF DAVIS

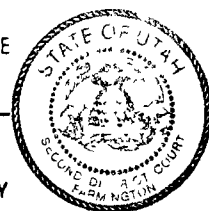
I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE  
ORIGINAL ON FILE IN MY OFFICE

DATED THIS 12 DAY OF Nov 2004

ALYSON E. BROWN  
CLERK OF THE COURT

BY Cobie Claycomb DEPUTY

PAGE 11 OF 12



**NOTICE TO RESPONDENT**

PLEASE TAKE NOTICE that in accordance with Rule 4-504(2), Utah Rules of Judicial Administration, the undersigned shall submit the foregoing FINDINGS OF FACT AND CONCLUSIONS OF LAW to the Court for signature and entry upon the expiration of eight (8) days from the date hereof, unless written notice of your objection thereto is submitted to the Court and the undersigned prior to that time.

**CERTIFICATE OF SERVICE**

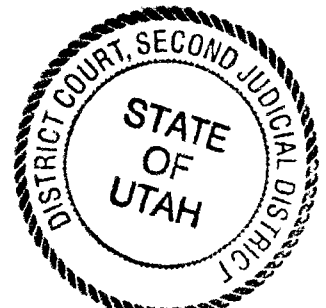
I hereby certify that on this 23 day of January, 2004, I served a true and correct copy of the foregoing Findings of Fact and Conclusions of Law upon the following parties via U S. mail

Stephen D. Spencer  
Attorney at Law  
47 East Vine Street  
Murray, Utah 84010

Leslie Dawn Ethington Blossch  
Respondent Pro Se  
402 North 75 East  
North Salt Lake, Utah 84054

Albert B. Blossch  
Petitioner  
347 West 3500 South  
Bountiful, Utah 84010

*Melanie Blossch*



FILED IN CLERK'S OFFICE  
DAVIS COUNTY, UTAH

JUN 5 8 28 PM '04

CLERK COURT

BY \_\_\_\_\_

Leslie Bosch  
Respondent In Pro Per  
Mailing Address  
391 North Main Street  
North Salt Lake, UT 84054

---

IN THE SECOND JUDICIAL DISTRICT COURT, DAVIS COUNTY  
FARMINGTON, UTAH

---

Albert Bosch,	)	NOTICE AND SECOND
Petitioner,	)	REQUEST TO THE
	)	COURT, TO SEND
	)	EXHIBITS REQUESTED
vs.	)	FROM RESPONDENT;
	)	FROM TRIAL COURT TO
	)	THE APPELLATE COURT-
	)	ALONG WITH THE ENTIRE
	)	FILE AND REFILED EX-
	)	HIBITS BY RESPONDENT
	)	FOR BOTH PETITIONER'S
	)	AND RESPONDENT'S
	)	EXHIBITS.
	)	
Leslie Bosch,	)	Case No. 024701139
Respondent,	)	Commissioner: David
	)	Dillon
	)	Judge: Rodney S. Page

---

I, Leslie Bosch do hereby declare that I bring this NOTICE AND SECOND REQUEST TO THE COURT, TO SEND EXHIBITS REQUESTED FROM RESPONDENT; FROM THE TRIAL COURT TO THE APPELLATE COURT- ALONG WITH THE ENTIRE FILE AND REFILED EXHIBITS BY RESPONDENT.

This includes of Certificate of Service, which might not be specifically mentioned but is sent as a general rule with all documentation sent to the other parties.

**I was reading the docket entry for May 28, 2004. It states, "  
that I filed a REQUEST TO THE COURT TO SEND EXHIBITS**

**FROM TRIAL COURT TO THE APPELLATE COURT ALONG WITH THE FILE. The docket also states, " that I did not RESPONDENT'S EXHIBITS. It does not state that I filed PETITIONER'S EXHIBITS at all. I did file Petitioner's Exhibits along with the REQUEST TO THE COURT TO SEND EXHIBITS FROM TRIAL COURT TO THE APPELLATE COURT WITH THE FILE.**

FILED IN THE OFFICE  
CLERK OF THE COURT  
JUL 1 11 04  
BY - BY  
JRT

There were 2 different stacks of exhibits to the court each marked Respondant's Exhibits and Petitioner's Exhibits. The clerk spoke with me in regard to this. I told her which was which. She clearly understood what I was saying. I wrote again on top of the exhibits to specify to her the exhibit's distinction.

The Petitioner's Exhibits were clearly marked with stickers. Although the Respondent's did not have stickers **they were clearly marked as to which exhibits were the Petitioners and which were the Respondents and were segregated into two different piles.**

**The Petitioner's information is not stated on the docket.**  
I am sending forward this NOTICE AND SECOND REQUEST TO THE COURT IN REGARD TO EXHIBITS REQUESTED FROM RESPONDENT FROM TRIAL COURT TO THE APPELLATE COURT, ALONG WITH THE ENTIRE FILE AND REFILED EXHIBITS BY RESPONDENT.

**In regard to this matter and at this time, I request that you send the following to the Appellate Court:**

1. REQUEST TO THE COURT TO SEND EXHIBITS FROM TRIAL COURT TO THE APPELLATE COURT ALONG WITH THE FILE. ( This included the exhibits **I attached** which were in the first stack of Respondent's exhibits and Petitioner's exhibits filed.) Most of these exhibits were not hand stamped. Some of the top exhibits were. They were included with the Notice. They are considered part of it.
2. Certificate of Service attached to the above document.
3. The first set of Exhibits both from the Respondent and Petitioner that were filed on May 28, 2004.
4. NOTICE AND REQUEST TO THE COURT IN REGARD TO EXHIBITS REQUESTED FROM RESPONDENT FROM TRIAL COURT TO THE APPELLATE COURT, ALONG WITH

THE ENTIRE FILE AND REFILED EXHIBITS FROM PETITIONER.

FILED IN CLERK'S OFFICE  
JUN 5 8 29 PM '04

5. The Certificate of Service attached to the above listed document.

BY \_\_\_\_\_

COURT

6. Both sets of the second set of individually stamped, refiled exhibits from the Respondent and the Petitioner.

Please Note: I have attached with this NOTICE AND REQUEST listed above, the new individually stamped and refiled exhibits from the Respondent and the Petitioner as a part of this document. They are clearly marked and have a cover page on them.

The 2 sets of exhibits I filed on May 28, 2004 and June \_\_\_\_, 2004, are almost identical. However, in this refiling of this second set, I've also decided to include the individual stamping of each exhibit, along with the word, "refiled" stated on each and every page.

There are page headers and other information that is helpful included- which were contained in the Exhibits Books at trial.

Please Note: The Respondent's Exhibits 4,5 &6 were simultaneously switched around at trial.

Please Note: Included with the Petitioner's Exhibits is a letter written to Denise Larkin (Attorney-at-Law). This letter states the substitutions of exhibits and addititons. Please reference the following attached.

Please Note: On the late night of May 31, 2004, and in the early morning of June 1, 2004, I came to file documents, this notice and Certificate of Service. The documents I want to reference that I came to file that night are The Petitioner's Refiled Exhibits and the Respondent's Refiled Exhibits. I stamped several sets of copies of both the Respondent's and Petitioner's Exhibits. I will make clear now that each copy does not have the exact time as the other one. This is because I stamped them individually without making copies of the original stamping. However, they were stamped around the same time and the same date.

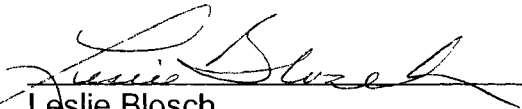
During this late night, I did not completely finish stamping all the documents I had that night. I chose to take them with me and file them together at a later time.

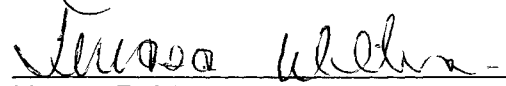
Because of the size of this night drop box's slot, I could not fit the entire stack of exhibits in the slot at once. I have decided to split them up. Each stack of exhibits will be clearly marked and accompanied by this NOTICE AND REQUEST, listed above, including a Certificate of Service.

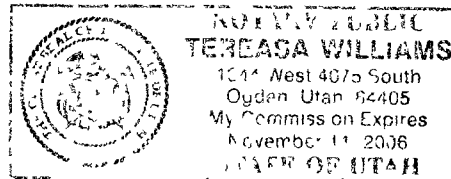
There should be \_\_\_ stacks of Respondent's Refiled Exhibits with this NOTICE AND REQUEST listed above. There should be \_\_\_ stacks of Petitioner's Refiled Exhibits with the NOTICE AND REQUEST listed above. Both of which were refiled and placed in the dropbox on the date of June \_\_\_, 2004.

Please let me know if you do not receive the items that are stated in this document. Thank you for your time. Have a Nice Day!

Dated this 5<sup>th</sup> day of June, 2004. Hand delivered & mailed June 7, 2004

  
Leslie Blossch  
Respondant In Pro Per

  
Teresa Williams  
Notary Public

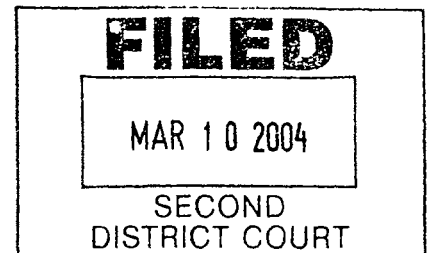


FILED IN CLERK'S OFFICE  
DAVIS COUNTY, UTAH  
JUN 5 8 29 PM '04  
CLERK  
BY \_\_\_\_\_  
COURT



Douglas D. Adair (#6460)  
**CRAMER, CRAMER & ADAIR, L.L.C.**  
Smith Hyatt Building  
845 South Main, Suite 23  
Bountiful, Utah 84010  
Telephone: (801) 299-9999  
Facsimile: (801) 298-5161

Attorney for Petitioner



---

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF UTAH**  
**DAVIS COUNTY, FARMINGTON DEPARTMENT**

---

ALBERT B. BLOSCH,

Petitioner,

vs.

LESLIE DAWN ETHINGTON BLOSCH,

Respondent.

**ORDER ON POST TRIAL  
MOTIONS**

Case No.: 024701139

Judge: Rodney S. Page

Commissioner: David S. Dillon

---

On February 24, 2004, this matter came on for hearing before the Honorable Rodney S. Page on the various motions filed by Respondent and on Petitioner's corresponding motion for attorney fees, subsequent to the trial in this action. Petitioner appeared personally, together with his counsel of record Douglas D. Adair. Respondent appeared personally and on her own behalf. Both parties presented argument. Based upon this argument and good cause appearing THE COURT HEREBY ENTERS THE FOLLOWING FINDINGS:

1. The Court finds that Respondent has had three different counsel during the course of this action and has interjected herself into this proceeding.
2. The Court finds that Respondent requested several continuances previous to trial in

122

Order on Post Trial Motions



5

this action. The Court finds that it made considerable efforts to accommodate Respondent in regard to these requests.

3. The Court finds that it held the first day of trial on September 29, 2003, and the second day of trial on November 7, 2003.

4. The Court finds that it adequately considered all matters during the two day trial as referenced above. The Court finds that both parties presented both voluminous witnesses and exhibits.

5. The Court finds that each party had a full and adequate opportunity to present their case during these two days of trial. Further, each party previously had adequate opportunity to conduct discovery in this action.

6. The Court finds that Respondent has not presented any basis for a new trial in this action. Specifically, Respondent has not presented any evidence of any irregularity in the proceedings, any fraud, or any new relevant evidence not considered at trial, or any other basis for a new trial.

7. The Court finds that the Findings of Fact and Conclusions of Law and Decree of Divorce, as previously submitted by Petitioner, accurately represent the Court's trial ruling in this matter

Based upon these findings, THE COURT HEREBY ENTERS THE FOLLOWING ORDER:

1. The Court denies Respondent's motion for a new trial.
2. The Court denies all items as referenced in Respondent's motion for order to show cause.

3. The Court denies Respondent's request to re-open discovery and orders that neither party shall conduct any further discovery in this matter.

4. The Court denies each and every other motion of any kind filed by Respondent, subsequent to trial in this action, and hereby reaffirms its previous trial ruling.

5. The Court denies the objections submitted by Respondent in regard to the Decree of Divorce and Findings of Fact and Conclusions of Law, as submitted by Petitioner.

6. The Court denies Petitioner's motion for post trial attorney fees and orders each party to pay all of their costs and fees according to the terms of the Court's previous trial ruling.

7. The Court directs Petitioner to continue to submit his alimony payments to Respondent, by direct deposit in to her current bank account destination.

8. The Court supplements its trial ruling and orders that Petitioner shall hold Respondent harmless from any tax consequences associated with any of his dealings in real property of any kind, other than the marital condominium.

9. The Court advised the parties on the record of their discretionary right to appeal the trial decision in this action, according to the terms of Utah law. Further, the Court specifically advised Respondent that she should file no further motions of any kind in this Court on the basis that the Court has adequately and fully ruled in this matter both at trial, and by this comprehensive post trial ruling.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 24 day of February, 2004, I served a true and correct copy of the foregoing Order upon the following parties via U.S. mail:

Leslie D. Blossch  
Respondent  
402 North 75 East  
North Salt Lake, Utah 84054

Albert Blossch  
Petitioner  
347 West 3500 South  
Bountiful, Utah 84010



DATED this \_\_\_\_\_ day of February, 2004.

**BY THE COURT:**

---

The Honorable Rodney S. Page  
Second Judicial District Court Judge

**NOTICE TO RESPONDENT**

PLEASE TAKE NOTICE that in accordance with Rule 4-504(2), Utah Rules of Judicial Administration, the undersigned shall submit the foregoing ORDER ON POST TRIAL MOTIONS to the Court for signature and entry upon the expiration of eight (8) days from the date hereof, unless written notice of your objection thereto is submitted to the Court and the undersigned prior to that time.

09-24-03 Filed: Subpoena for Trial-Darien Ethington nadinet  
09-24-03 Filed: Subpoena for Trial--Dean Murray, House Doctor nadinet  
09-24-03 Filed: Subpoena for Trial-Victor Cline, Ph.D., Clinical nadinet  
Psychologist nadinet  
09-24-03 Filed: Subpoena for trial-Dr. Dennis Peterson nadinet  
09-24-03 Filed: Letter from defendant dated 9/22/03 tacyb  
09-29-03 Minute Entry - Minutes for Bench Trial tacyb  
Judge: RICHIE S PAGE  
Clerk: tacyb  
PRESENT

Petitioner's Attorney: DOUGLAS D ADAIR  
Petitioner's: ALBERT B BLOSCHE  
Attorney for the Respondent: DENISE P LARKIN  
Respondent's: LESLIE DAWN ETHINGTON-BLOSCHE  
Video  
Tape Number: 9/29/03 Tape Count: 9:23

TRIAL

TAPE: 9/29/03 COUNT: 9:23

Mr. Adair presents parties stipulation regarding property values. Petitioner's 401K has a value of \$103,750.86; premarital contribution was \$16,325.60 leaving \$87,425.26 marital value. A loan with a balance of \$25,079.72 is assigned to 401K.

Parties stipulate that the parties' marital home is valued at \$127,175 less a mortgage of \$93,946.42 leaving \$33,228.58 in equity.

Petitioner's vehicle is valued at \$7,140 with \$1,850 left owing. Respondent's vehicle is valued at \$2,675 with nothing owing.

Counsel stipulate to designation of expert witnesses.

At Ms. Larkin's request, the Exclusionary Rule is invoked. Witnesses are excused.

Mr. Adair makes opening statements.

COUNT: 9:27

Ms. Larkin makes opening statements.

COUNT: 9:37

Petitioner's Witness 1, Dr. Carol Gage, is sworn and testifies.

Mr. Adair requests a designation as an expert witness.

Ms. Larkin has no objection to witness testifying.

COUNT: 9:46

Petitioner's Witness 2, Dr. John Mathews, is sworn and testifies.

COUNT: 10:00

Petitioner's Exhibit 1 received into evidence with no objection.

COUNT: 10:03

Petitioner's Witness 3, John Erkelens Jr., is sworn and testifies.

Petitioner's Exhibits 29 and 30 received into evidence with no

127

08-21-03 Note: TELEPHONE CONFERENCE calendar modified. tacyb  
08-21-03 Filed return: Ex Parte Motion to Request Order Requiring Mental Examination alysonb  
08-28-03 Filed return: Return of Service - Subpoena Duces Tecum coriec  
Party Served: CLINE, LOIS  
Service Type: Personal  
Service Date: August 08, 2003  
08-29-03 Filed: Motion and Order to Continue Trial tacyb  
09-22-03 Filed: Ex Parte Motion to Request Order Requiring Follow Up Mental Examination and Objection to Motion to Continue lindaaw  
09-22-03 Filed order: Order on Motion to Require Cooperation with Expert Witness tacyb  
Judge: rpage  
Signed September 22, 2003  
09-22-03 Filed: Motion and Order to Continue Trial [filed unsigned - DENIED] tacyb  
09-22-03 Minute Entry - Minutes for TELEPHONE CONF RE MOTION tacyb  
Judge: ROMNEY S PAGE  
Clerk: tacyb  
TELEPHONE CONFERENCE  
PRESENT

Petitioner's Attorney: DOUGLAS D ADAIR  
Attorney for the Respondent: DENISE P LARKIN

---

HEARING

TIME: 2: PM Mr. Adair is present in chambers and Ms. Larkin by phone for a telephone conference to address respondent's Motion for Continuance.

Argument presented.

The Court denies the Motion to Continue. The trial will go forward as scheduled. Relative to undisclosed property, the Court will allow respondent time after the trial to collect that information.

The Court signs Order on Motion to Require Cooperation with Expert Witnesses.

09-22-03 BENCH TRIAL scheduled on September 29, 2003 at 09:00 AM in Courtroom 2 with Judge PAGE. tacyb  
09-22-03 Note: Respondent phoned stating that she will be requesting for her attorney to withdraw. She is informed of the Court's decision that she will not be allowed to let her counsel withdraw before trial on Monday. She plans to submit a letter. tacyb  
09-24-03 Filed: Subpoena for Trial-Lester Ethington nadinet  
09-24-03 Filed: Subpoena for Trial--Marty Bodell nadinet  
09-24-03 Filed: Subpoena for Trial--Leslie Blosch nadinet  
09-24-03 Filed: Subpoena for Trial-Ron Valentine, CPA nadinet

2nd District - Farmington  
DAVIS COUNTY, STATE OF UTAH

ALBERT B BLOSCH vs. LESLIE DAWN ETHINGTON-BLOSCH

CASE NUMBER 024701139 Divorce/Annulment

---

CURRENT ASSIGNED JUDGE  
RODNEY S PAGE

CURRENT ASSIGNED COMMISSIONER  
DAVID S. DILLON

PARTIES

Respondent - LESLIE DAWN ETHINGTON-BLOSCH  
MAILING ADDRESS  
402 NORTH 75 EAST  
NORTH SALT LAKE, UT 84054

Petitioner - ALBERT B BLOSCH  
468 NORTH FRONTAGE ROAD  
NORTH SALT LAKE, UT

ACCOUNT SUMMARY

TOTAL REVENUE	Amount Due:	582.25
	Amount Paid:	582.25
	Credit:	0.00
	Balance:	0.00

REVENUE DETAIL - TYPE: DIVORCE PETN

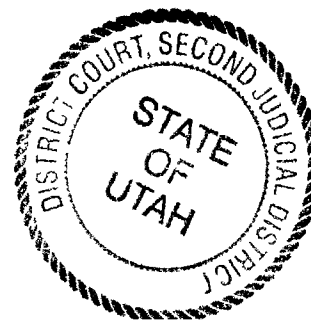
	Amount Due:	80.00
	Amount Paid:	80.00
	Amount Credit:	0.00
	Balance:	0.00

REVENUE DETAIL - TYPE: VITAL STATISTICS FEE

	Amount Due:	2.00
	Amount Paid:	2.00
	Amount Credit:	0.00
	Balance:	0.00

REVENUE DETAIL - TYPE: DIVORCE COUNTER

	Amount Due:	70.00
	Amount Paid:	70.00
	Amount Credit:	0.00
	Balance:	0.00





REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	1.50
Amount Paid:	1.50
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	0.75
Amount Paid:	0.75
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	5.00
Amount Paid:	5.00
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	0.50
Amount Paid:	0.50
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: VIDEO TAPE COPY

Amount Due:	15.00
Amount Paid:	15.00
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

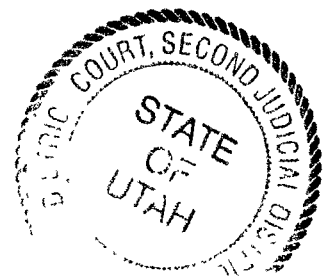
Amount Due:	7.25
Amount Paid:	7.25
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: VIDEO TAPE COPY

Amount Due:	30.00
Amount Paid:	30.00
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	2.75
Amount Paid:	2.75
Amount Credit:	0.00
Balance:	0.00



REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	8.00
Amount Paid:	8.00
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	4.00
Amount Paid:	4.00
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: VIDEO TAPE COPY

Amount Due:	15.00
Amount Paid:	15.00
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	1.50
Amount Paid:	1.50
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: CERTIFIED COPIES

Amount Due:	1.00
Amount Paid:	1.00
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: CERTIFICATION

Amount Due:	4.00
Amount Paid:	4.00
Amount Credit:	0.00
Balance:	0.00

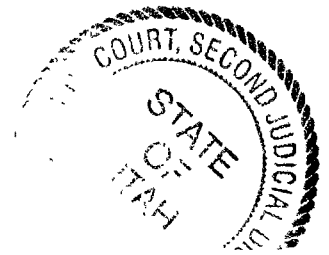
REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	0.75
Amount Paid:	0.75
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	0.75
Amount Paid:	0.75
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE



Amount Due:	3.25
Amount Paid:	3.25
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	3.25
Amount Paid:	3.25
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	0.75
Amount Paid:	0.75
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: CERTIFIED COPIES

Amount Due:	1.50
Amount Paid:	1.50
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	0.75
Amount Paid:	0.75
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: CERTIFICATION

Amount Due:	4.00
Amount Paid:	4.00
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

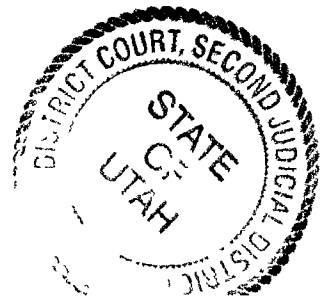
Amount Due:	3.75
Amount Paid:	3.75
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	7.25
Amount Paid:	7.25
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	2.25
-------------	------



Amount Paid:	2.25
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	1.75
Amount Paid:	1.75
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: VIDEO TAPE COPY

Amount Due:	15.00
Amount Paid:	15.00
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	2.75
Amount Paid:	2.75
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	7.50
Amount Paid:	7.50
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	2.75
Amount Paid:	2.75
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: APPEAL

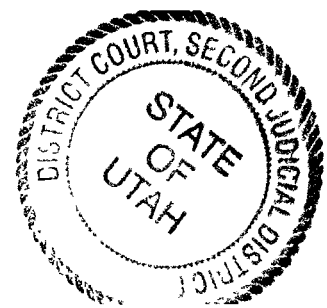
Amount Due:	205.00
Amount Paid:	205.00
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	7.75
Amount Paid:	7.75
Amount Credit:	0.00
Balance:	0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due:	20.25
Amount Paid:	20.25



CASE NUMBER 024701139 Divorce/Annulment

---

Amount Credit: 0.00  
Balance: 0.00

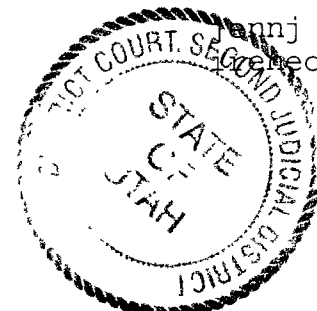
REVENUE DETAIL - TYPE: COPY FEE

Amount Due: 43.00  
Amount Paid: 43.00  
Amount Credit: 0.00  
Balance: 0.00

CASE NOTE

PROCEEDINGS

07-03-02 Filed: VERIFIED PETITION FOR DECREE OF DIVORCE irenec  
07-03-02 Petition filed by irenec irenec  
07-03-02 Judge PAGE assigned. irenec  
07-03-02 Commissioner DILLON assigned. irenec  
07-03-02 Fee Account created Total Due: 80.00 irenec  
07-03-02 Fee Account created Total Due: 2.00 irenec  
07-03-02 DIVORCE PETN Payment Received: 80.00 irenec  
Note: Code Description: DIVORCE PETN; Code Description:  
VITAL STATISTICS FEE  
07-03-02 VITAL STATISTICS FEE Payment Received: 2.00 irenec  
07-11-02 Filed return: Return on Twenty Day Summons shaunh  
Party Served: Leslie Dawn Ethington-Blosch  
Service Type: Personal  
Service Date: July 08, 2002  
07-26-02 Filed: Answer to Petition for Decree of Divorce and Counterclaim shaunh  
LESLIE DAWN ETHINGTON-BLOSCH  
07-26-02 Filed: Divorce Counter shaunh  
07-26-02 Fee Account created Total Due: 70.00 shaunh  
07-26-02 DIVORCE COUNTER Payment Received: 70.00 shaunh  
Note: Code Description: DIVORCE COUNTER  
07-26-02 ORDER TO SHOW CAUSE scheduled on September 10, 2002 at 10:00 AM in Courtroom 1 with Commissioner DILLON. shaunh  
07-26-02 Issued: Order to Show Cause shaunh  
Clerk shaunh  
Hearing Date: September 10, 2002 Time: 10:00  
07-26-02 Filed: Affidavit in Support of Order to Show Cause shaunh  
07-26-02 Filed: Motion for Issuance of Order to Show Cause shaunh  
07-26-02 Filed: Answer to Petition for Decree of Divorce and Counterclaim shaunh  
LESLIE DAWN ETHINGTON-BLOSCH  
08-01-02 Filed: Certificate of Service  
08-07-02 Filed: CERTIFICATE OF SERVICE



08-30-02 Filed: Motion for Temporary Orders alysonb  
08-30-02 Filed: Affidavit of Albert B. Blosch in Support of Motion for  
Temporary Orders alysonb  
08-30-02 Filed: Reply to Counterclaim alysonb  
09-04-02 Filed: NOTICE OF HEARING irenec  
09-06-02 Filed: Respondents Response to Petitioner's Affidavit jennj  
09-09-02 Note: ORDER TO SHOW CAUSE calendar modified. linl  
09-10-02 Filed: Motion to Continue Hearing for Lack of Discovery  
Production by Respondent lindaaw  
09-10-02 ORDER TO SHOW CAUSE scheduled on September 27, 2002 at 01:30 PM  
in Courtroom 1 with Commissioner DILLON. linl  
09-10-02 Minute Entry - Minutes for Order to Show Cause linl  
Commissioner: DAVID S. DILLON  
Clerk: linl  
PRESENT

Petitioner's Attorney: DOUGLAS D ADAIR  
Petitioner(s): ALBERT B BLOSCH  
Attorney for the Respondent: MICHAEL D MURPHY  
Respondent(s): LESLIE DAWN ETHINGTON-BLOSCH  
Video  
Tape Count: 10:52

---

#### HEARING

Mr. Adair presents arguments as to the motion to continue. Mr. Murphy has not complied with his discovery requests and arguments are presented.

Mr. Murphy states the parties have agreed that no marital asset will be dissipated until this case is resolved. The Respondent has not worked throughout the course of this marriage, she has been a stay at home mom and she is now attending Stevens

Henegar College. The Respondent will complete all discovery by the end of this week.

Mr. Adair presents further arguments.

The Court will continue this matter to 9/27/02 at 1:30 p.m. A mutual restraining order will enter that the parties not bother, harm, harrass or intimidate the other. The Court will accept the party's restraining order regarding the property and assets.

Mr. Adair is to prepare the order from this hearing.

ORDER TO SHOW CAUSE.

Date: 09/27/2002

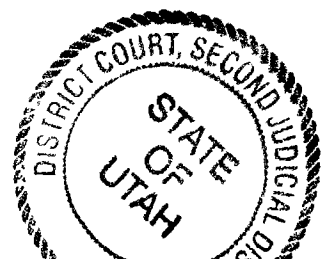
Time: 01:30 p.m.

Location: Courtroom 1

Justice Complex

800 West State Street

Farmington, UT 84025



Before Commissioner: DAVID S. DILLON  
09-13-02 Filed: Certificate of Service kathyp  
09-25-02 Filed: Supplemental Affidavit of Albert B. Blosch in Support of kathyp  
Motion for Temporary Orders coriec  
09-26-02 Filed: Certificate of Service coriec  
09-26-02 Filed: Letter to DSD from Leslie Blosch coriec  
09-27-02 Fee Account created Total Due: 1.50 lindaaw  
09-27-02 COPY FEE Payment Received: 1.50 lindaaw  
09-27-02 Minute Entry - Minutes for Order to Show Cause tacyb  
Commissioner: DAVID S. DILLON  
Clerk: tacyb  
PRESENT

Petitioner's Attorney: DOUGLAS D ADAIR  
Petitioner(s): ALBERT B BLOSCH  
Attorney for the Respondent: MICHAEL D MURPHY  
Respondent(s): LESLIE DAWN ETHINGTON-BLOSCH  
Video  
Tape Number: 9/27/02 Tape Count: 1:33

---

HEARING

TAPE: 9/27/02 COUNT: 1:33

The Court returns to Mr. Murphy a letter sent by Mr. Murphy's client ex parte. It was not read. This is an order to show cause to set up temporary orders.

Mr. Murphy represents issues to be discussed. Parties were married 6/26/96 and have no children. Parties agreed that after expenses were paid off, respondent would become a fulltime homemaker. Respondent hasn't worked for two and one-half years.

Respondent has expenses of \$3,400 per month. Petitioner works for SkyWest Airlines. He is out-of-town 15 to 17 days per month. Last year petitioner claimed earnings of \$100,000 on tax return and also makes \$2.18 per hour per diem.

Petitioner invests \$1,510 per month into a 401K and stocks. Petitioner has bought a home and a vehicle since separation. Respondent requests temporary possession of the marital home, a condominium.

Attorney fees requested.

Mr. Adair represents petitioner's request for temporary possession of the marital home. Mr. Adair states respondent has premarital judgments, which would jeopardize the home.

Mr. Adair disputes alimony claiming this is a short-term marriage and respondent has an associates degree through Stevens-Henager College for legal secretarial work. Defendant worked briefly in a law office making \$9.00 per hour.

The Court will receive educational records of respondent, but not



information regarding possible incomes. Respondent's amended budget is submitted.

Petitioner requests each party bear own attorney fees. Petitioner requests possession of the computer for flight training.

Petitioner is willing to carry insurance on respondent, but respondent should cover own expenses. Petitioner will abide by the restraining order. His vehicle was necessary. Petitioner claims property purchased was purchased by his brother.

Mr. Murphy submits a copy of the Deed of Trust to the home purchased. Petitioner's name alone, is on the deed. Petitioner took respondent's name off all accounts. Petitioner states there is \$1,600 in liquid funds at this time.

The parties have no savings account.

The Court questions counsel. The Court finds that respondent is probably not qualified at this time as a legal secretary, but could easily get training.

Petitioner states that the home purchased is under construction and was purchased by petitioner's brother through him.

Counsel respond regarding the question of determination of alimony as it relates to need vs. excess earnings and standards of living.

COUNT: 2:16

Off the record.

COUNT: 2:27

Back on the record.

The parties are still living in the same home.

COUNT: 2:30

The Court notes there are no stipulations between parties. The only stipulation is in regards to a restraining order for no disposal of marital assets, no bothering or harrassing, and mediation with Brian Florence.

The Court addresses needs of the parties. Respondent's have been reduced. The Court finds that, although both parties needs are inflated, there is a lot of income.

Respondent has an associate's degree and have worked with an attorney briefly. The respondent has skills and the ability to earn. The Court imputes wages of \$7.00 per hour for respondent.

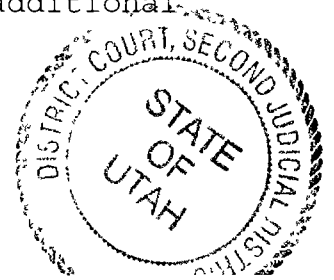
The Court finds petitioner earns \$8,479 per month gross and \$6,219 net.

Parties' lifestyles are taken into account. There is a lot of money available. The marriage is a short-term one, however, and respondent did not contribute to petitioner's career.

The Court does not find fault with one party over the other; both parties have had problems.

The Court recommends that respondent have possession of the marital home, a condominium, during the pendency of the action. Petitioner is to pay the mortgage, the \$40 condo fee and \$250 alimony to the respondent.

Respondent is going to need to get a job to provide additional income for herself.





The Court finds that respondent does not have the means to pay her attorney fees and recommends the petitioner pay respondent's attorney fees in the amount of \$2,500.

A final judgment on attorney fees is can be addressed with the judge at the final hearing.

The Court will continue the restraining order that parties not dispose of marital assetss, except as is neccessary to pay attorney fees.

Parties are currently living together. The Court orders that the petitioner move out by October 15, 2002. Until petitioner moves, he is to continue paying the bills as he has been.

He is responsible for all utilities through and including the month of October. As an offset, petitioner is only required to pay \$125 alimony in October.

Petitioner is to maintain health insurance on the parties during the pendency of the action. Parties are to pay their own noncovered expenses. Each party is responsible for the debts listed on their budgets.

The Court grants to petitioner the following possessions: the Jeep Cherokee, the king bed, the computer and printer, one of the VCRs, his personal belongings and clothing, the kitchen table set, the Orec Vacuum, the walking machine, his filing cabinet, part of the dishes, kitchen utensils, and linens, any duplicate items such as TV's, and . Parties should divide up videos and CD's. The Court encourages the parties to work out the division of property.

Each party is to pay one-half the costs of mediation.

Mr. Murphy is to prepare the order.

09-27-02	Filed: Transcript of Associate Degree	tacyb
09-27-02	Filed: Deed of Trust	tacyb
10-01-02	Filed: Subpoena to Produce Records	lindaaw
10-02-02	Filed: Withdrawal of Counsel/Michael Murphy	kathyp
10-02-02	Filed: Certificate of Service	kathyp
10-07-02	Filed: Entry of appearance of counsel	karenc
10-07-02	Filed: Objection to recommendation	karenc
10-07-02	Fee Account created	Total Due: 0.75
10-07-02	COPY FEE	Payment Received: 0.75
10-09-02	Notice - NOTICE for Case 024701139 ID 8006525	karenc
		tacyb

OBJECTION HEARING is scheduled.

Date: 11/05/2002

Time: 10:30 a.m.

Location: Courtroom 6

Justice Complex

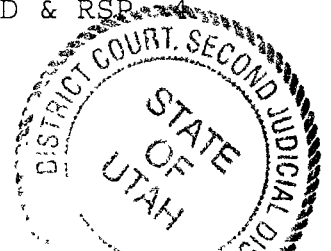
800 West State Street

Farmington, UT 84025

Before Judge: RODNEY S. PAGE

10-09-02 OBJECTION HEARING scheduled on November 05, 2002 at 10:30 AM in Courtroom 6 with Judge PAGE. tacyb

10-11-02 Note: Order of Continuance & Restraining Order 2 DSD & RSP



Sign. lindaaw  
10-11-02 Fee Account created Total Due: 5.00 lindaaw  
10-11-02 COPY FEE Payment Received: 5.00 lindaaw  
10-21-02 PRETRIAL CONFERENCE scheduled on December 09, 2002 at 02:10 PM  
in Courtroom 1 with Commissioner DILLON. jennj  
10-21-02 Notice - NOTICE for Case 024701139 ID 8012503 jennj  
PRETRIAL CONFERENCE is scheduled.  
Date: 12/09/2002  
Time: 02:10 p.m.  
Location: Courtroom 1  
Justice Complex  
800 West State Street  
Farmington, UT 84025  
Before Commissioner: DAVID S. DILLON  
10-22-02 Filed order: Order of continuance and restraining order karenc  
Judge rpage  
Signed October 21, 2002  
10-29-02 Filed: Reply to Objection to Recommendation and Cross Objection lindaaw  
11-04-02 Filed: Motion to Strike Exhibits and Corresponding Affidavits  
Submitted 11-4-02 irenec  
11-05-02 Minute Entry - Minutes for OBJECTION HEARING tacyb  
Judge: RODNEY S. PAGE  
Clerk: tacyb  
PRESENT

Petitioner's Attorney: DOUGLAS D ADAIR  
Petitioner(s): ALBERT B BLOSCH  
Attorney for the Respondent: DENISE P LARKIN  
Respondent(s): LESLIE DAWN ETHINGTON-BLOSCH  
Video  
Tape Number: 11/5/02 Tape Count: 10:38

---

HEARING

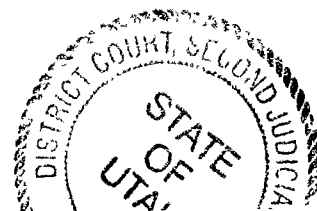
TAPE: 11/5/02 COUNT: 10:38

This is respondent's objection to Commissioner's recommendation based on insufficient alimony.

It was learned petitioner's income is about \$6,310 net, versus Commissioner's finding of \$6,200. Respondent's expenses are more realistically \$2,834 than \$2,141.25, as previously indicated.

Respondent's expenses are different than those indicated in interrogatories also. After petitioner's expenses, \$3,110 residual income is left. Respondent has the need, and petitioner has means to provide for respondent's expenses through alimony.

Problems with utilities and home repairs are represented. Respondent has incurred expenses for repairs. Ms. Larkin requests petitioner pay a \$321.50 dentist bill.



Respondent's employment efforts discussed.

Mr. Adair responds, disputing alimony and discussing respondent's efforts to find employment, and petitioner's payments of condo and bills. Allegations are made that respondent has not complied with commissioner's orders.

Mr. Adair requests that a trial be set, bypassing pretrial hearing with the commissioner.

The Court finds that this is a six year marriage. During the course of the marriage, the respondent did not work outside the home. She was previously employed as a legal secretary making \$9.00 per hour.

The commissioner attributed to petitioner \$7.00 per hour, but found that petitioner would become employed immediately, which the Court finds is unrealistic.

It will take respondent some time to find employment, and she may not be able to make \$9.00 per hour. The Court orders temporary alimony of \$1,000 per month to be paid retroactive to Commissioner Dillon's order up to December 31, 2002.

After that date, respondent should have employment and alimony will be reduced to \$250. The petitioner is to continue to pay fees and mortgage payments for the condominium.

The petitioner is to pay to respondent the \$165 used to fix water heater.

The Court reaffirms the commissioner's ruling restraining parties from harrassing, or harming each other; and specifically, petitioner is not to go to respondent's residence. He is also not to interfere with utilities and devices on the premises.

The Court reserves the ruling on the fireplace.

The respondent is to pay utilities after October. The Court orders that petitioner pay the property taxes on the condominium. All other orders of the commissioner are to remain in effect.

The Court will waive the requirement for mediation, but will require the pretrial be heard before the commissioner.

Ms. Larkin is to prepare the order in accordance with the Court's ruling, and submit it to counsel at least five days prior to submitting it to the Court for signature.

12-04-02 Filed: Motion for Bifurcated Decree of Divorce

lindaaw

12-09-02 Minute Entry - Minutes for Pretrial Conference

karensd

Commissioner: DAVID S. DILLON

Clerk: karensd

PRESENT

Petitioner's Attorney: DOUGLAS D ADAIR

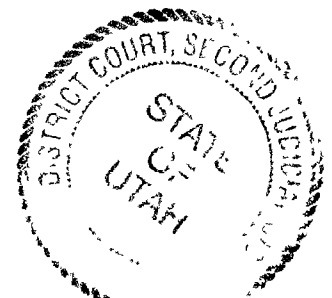
Petitioner(s): ALBERT B BLOSCHE

Attorney for the Respondent: DENISE P LARKIN

Respondent(s): LESLIE DAWN ETHINGTON-BLOSCHE

Video

Tape Count: 2:50



HEARING

Counsel met in chambers and discussed a scheduling order. Counsel state they want supplemental discovery and it should be completed within the next two weeks. Interrogatories and request for documents should be completed also. Depositions will be completed in January and completed prior to Pretrial Conference. Parties agree to mediation and may be helpful. They will meet with Debbie Taylor and they will try to reach a settlement or narrow the issues to be certified for trial.

Counsel are to set a Pretrial Conference in January of February. The Motion for Bifurcation can move forward but Ms. Larkin is entitled to respond to the Motion.

Parties are encouraged to work with counsel to resolve the issues.

Mr. Adair will prepare the Order.

12-11-02 DOMESTIC CONFERENCE scheduled on January 21, 2003 at 10:00 AM  
in Justice Complex.

debit

12-11-02 Notice - NOTICE for Case 024701139 ID 8044424

debit

DOMESTIC CONFERENCE is scheduled.

Date: 01/21/2003

Time: 10:00 a.m.

Location: Justice Complex

800 West State Street

Room 114

Farmington, UT 84015

12-11-02 PRETRIAL CONFERENCE scheduled on February 13, 2003 at 02:10 PM  
in Courtroom 1 with Commissioner DILLON.

jennj

12-11-02 Notice - NOTICE for Case 024701139 ID 8044512

jennj

PRETRIAL CONFERENCE is scheduled.

Date: 02/13/2003

Time: 02:10 p.m.

Location: Courtroom 1

Justice Complex

800 West State Street

Farmington, UT 84025

Before Commissioner: DAVID S. DILLON

12-16-02 Filed: Objectin to Petitioner's Motion to Bifurcate

lindaaw

01-16-03 Tracking started for DCM Review. Review date Aug 16, 2003.

debit

01-17-03 Minute Entry - Minutes for DCM CONTACT

debit

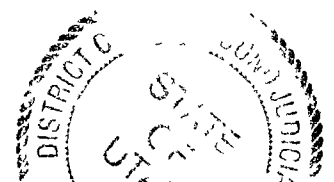
Judge: RODNEY S. PAGE

Clerk: debit

---

HEARING

Telephone calls received from both counsel regarding the domestic



conference currently set for 1/21/03 at 10:00 a.m. Both counsel agree to strike the conference at this time due to the status of the case. Further review is set. Conference stricken.

01-17-03 DOMESTIC CONFERENCE Cancelled.

01-27-03 Fee Account created Total Due: 0.50 lindaaw

01-27-03 COPY FEE Payment Received: 0.50 lindaaw

02-10-03 Note: Order on Pre-Trial Hearing to DSD/RSP lindaaw

02-13-03 Minute Entry - Minutes for Pretrial Conference linl

Commissioner: DAVID S. DILLON

Clerk: linl

PRESENT

Petitioner's Attorney: DOUGLAS D ADAIR

Petitioner(s): ALBERT B BLOSCHE

Attorney for the Respondent: DENISE P LARKIN

Respondent(s): LESLIE DAWN ETHINGTON-BLOSCHE

Video

Tape Count: 2:31

---

#### HEARING

Mr. Adair indicates the parties have not been able to resolve this matter and it is requested this case be certified for trial on the issues of disbursements of condo, alimony, personal property, 401K plan and attorney fees.

Ms. Larkin states the additional issue of debts needs to be certified as well. The parties will be attending mediation with Mr. Florence prior to the trial date.

The Court will certify this matter for an one day trial on the issues as stated by the attorneys before Judge Page on 4/7/03 at 9:00 a.m. The parties are to file and exchange their witness and exhibits lists at least one week prior to the trial date.

Mr. Adair is to prepare the order from this hearing.

02-13-03 Note: A copy of the minute order setting this matter for trial is given to Tracy today. linl

02-18-03 Filed order: Order on Pre Trial Hearing krisl  
Judge rpage  
Signed February 11, 2003

02-27-03 Note: Order on Second Pre-trial Hearing to DSD/RSP irenec

03-05-03 Filed order: Order on Second Pre Trial Hearing krisl  
Judge rpage  
Signed March 04, 2003

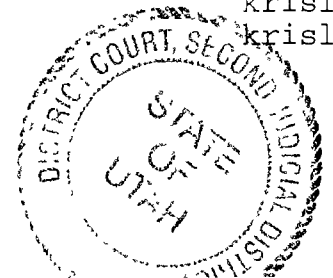
04-14-03 Note: order to rsp jennj

04-17-03 Filed: Affidavit of Rod Dale krisl

04-17-03 Filed: Affidavit of Steven T. Cottrell krisl

04-17-03 Filed: Affidavit of Daniel D. Ward krisl

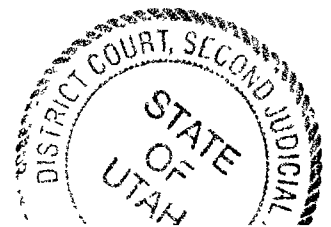
04-17-03 Filed: Affidavit of Jerry L. Davies krisl



CASE NUMBER 024701139 Divorce/Annulment

---

04-17-03	Filed: Affidavit of Kerry R. South	krisl
04-17-03	Filed: Affidavit of Gary Hampton and Jacob Thoma	krisl
04-17-03	Filed: Affidavit of Marie Christiansen	krisl
04-17-03	Filed order: Order	krisl
	Judge rpage	
	Signed April 15, 2003	
04-25-03	Filed: Witness List	lindaaw
04-29-03	Filed order: Order of Dismissal	karensd
	Judge mallphin	
	Signed April 29, 2003	
04-30-03	Filed: Acceptance of Service	karensd
04-30-03	Filed: Subpoena for Trial	karensd
05-02-03	Filed: Acceptance of Service	karensd
05-05-03	Note: Received message last week that 5/12/03 trial is cancelled as parties are attempting reconciliation.	tacyb
06-02-03	BENCH TRIAL scheduled on August 11, 2003 at 09:00 AM in Courtroom 6 with Judge PAGE.	tacyb
06-02-03	Notice - NOTICE for Case 024701139 ID 8148601 BENCH TRIAL is scheduled.	tacyb
	Date: 08/11/2003	
	Time: 09:00 a.m.	
	Location: Courtroom 6	
	Justice Complex	
	800 West State Street	
	Farmington, UT 84025	
	Before Judge: RODNEY S PAGE	
06-04-03	TELEPHONE CONFERENCE scheduled on June 09, 2003 at 11:00 AM in Courtroom 6 with Judge PAGE.	tacyb
06-11-03	BENCH TRIAL Cancelled.	
06-17-03	BENCH TRIAL scheduled on August 25, 2003 at 09:00 AM in Courtroom 6 with Judge PAGE.	tacyb
06-17-03	Notice - NOTICE for Case 024701139 ID 8159312 BENCH TRIAL is scheduled.	tacyb
	Date: 08/25/2003	
	Time: 09:00 a.m.	
	Location: Courtroom 6	
	Justice Complex	
	800 West State Street	
	Farmington, UT 84025	
	Before Judge: RODNEY S PAGE	
06-24-03	Filed: Acceptance of Service	kathyp
06-27-03	Filed: Certificate of Service of Respondent's Second Set of Interrogatories and Request for Production of Documents	kathyp
07-07-03	Filed return: Return of Service on Subpoena for Trial - Gregg Dewsnap	karensd
	Party Served: Gregg Dewsnap	
	Service Type: Personal	
	Service Date: June 26, 2003	
07-11-03	Filed: Acceptance of Service	karensd



07-16-03 Filed: Acceptance of Service leslies  
07-28-03 Filed: Second Witness List leslies  
07-29-03 Filed: Notice of Records Deposition irenec  
07-29-03 Filed: Notice of Records Deposition irenec  
07-29-03 Filed: Notice of Records Deposition irenec  
08-13-03 TELEPHONE CONFERENCE scheduled on August 18, 2003 at 04:00 PM  
in Courtroom 6 with Judge PAGE. tacyb  
08-13-03 BENCH TRIAL Cancelled. tacyb  
Reason: Counsel's request.  
08-13-03 Filed: Ex Parte Motion for Court Assistance and Alternative  
Motion to Limit Respondent's Expert Witnesses tacyb  
08-13-03 Filed: Certificate of Service karen sd  
08-14-03 Filed: Exhibits of Respondent corie c  
08-18-03 TELEPHONE CONFERENCE rescheduled on August 22, 2003 at 11:00 AM  
Reason: Counsel's request.. tacyb  
08-21-03 Note: TELEPHONE CONFERENCE calendar modified. tacyb  
08-21-03 Filed return: Ex Parte Motion to Request Order Requiring Mental  
Examination alyson b  
08-28-03 Filed return: Return of Service - Subpoena Duces Tecum corie c  
Party Served: CLINE, LOIS  
Service Type: Personal  
Service Date: August 08, 2003  
08-29-03 Filed: Motion and Order to Continue Trial tacyb  
09-22-03 Filed: Ex Parte Motion to Request Order Requiring Follow Up  
Mental Examination and Objection to Motion to Continue linda aw  
09-22-03 Filed order: Order on Motion to Require Cooperation with Expert  
Witness tacyb  
Judge rpage  
Signed September 22, 2003  
09-22-03 Filed: Motion and Order to Continue Trial [filed unsigned -  
DENIED] tacyb  
09-22-03 Minute Entry - Minutes for TELEPHONE CONF RE MOTION tacyb  
Judge: RODNEY S PAGE  
Clerk: tacyb  
TELEPHONE CONFERENCE  
PRESENT

Petitioner's Attorney: DOUGLAS D ADAIR  
Attorney for the Respondent: DENISE P LARKIN

---

HEARING

TIME: 2:00 PM Mr. Adair is present in chambers and Ms. Larkin by phone for a telephone conference to address respondent's Motion for Continuance.

Argument presented.

The Court denies the Motion to Continue. The trial will go



forward as scheduled. Relative to undisclosed property, the Court will allow respondent time after the trial to collect that information.

The Court signs Order on Motion to Require Cooperation with Expert Witness.

09-22-03 BENCH TRIAL scheduled on September 29, 2003 at 09:00 AM in Courtroom 6 with Judge PAGE. tacyb  
09-22-03 Note: Respondent phoned stating that she will be requesting for her attorney to withdraw. She is informed of the Court's decision that she will not be allowed to let her counsel withdraw before trial on Monday. She plans to submit a letter. tacyb  
09-24-03 Filed: Subpoena for Trial-Lester Ethington nadinet  
09-24-03 Filed: Subpoena for Trial--Marty Bodell nadinet  
09-24-03 Filed: Subpoena for Trial--Leslie Blosch nadinet  
09-24-03 Filed: Subpoena for Trial-Ron Valentine, CPA nadinet  
09-24-03 Filed: Subpoena for Trial-Darien Ethington nadinet  
09-24-03 Filed: Subpoena for Trial--Dean Murray, House Doctor nadinet  
09-24-03 Filed: Subpoena for Trial-Victor Cline, Ph.D., Clinical Psychologist nadinet  
09-24-03 Filed: Subpoena for trial-Dr. Dennis Peterson nadinet  
09-24-03 Filed: Letter from defendant dated 9/22/03 tacyb  
09-29-03 Minute Entry - Minutes for Bench Trial tacyb  
Judge: RODNEY S PAGE  
Clerk: tacyb  
PRESENT

Petitioner's Attorney: DOUGLAS D ADAIR  
Petitioner(s): ALBERT B BLOSCH  
Attorney for the Respondent: DENISE P LARKIN  
Respondent(s): LESLIE DAWN ETHINGTON-BLOSCH  
Video  
Tape Number: 9/29/03 Tape Count: 9:23

---

TRIAL

TAPE: 9/29/03 COUNT: 9:23

Mr. Adair represents parties stipulation regarding property values: Petitioner's 401K has a value of \$103,750.86; premarital contribution was \$16,325.60 leaving \$87,425.26 marital value. A loan with a balance of \$25,079.72 is assigned to 401K.

Parties stipulate that the parties' marital home is valued at \$127,175 less a mortgage of \$93,946.42 leaving \$33,228.58 in equity.

Petitioner's vehicle is valued at \$7,140 with \$1,850 left owing. Respondent's vehicle is valued at \$2,675 with nothing owing.

Counsel stipulate to designation of expert witnesses.

At Ms. Larkin's request, the Exclusionary Rule is invoked.





Witnesses are excused.

Mr. Adairs makes opening statements.

COUNT: 9:47

Ms. Larkin makes opening statements.

COUNT: 9:57

Petitioner's Witness 1, Dr. Carol Gage, is sworn and testifies.

Mr. Adair requests a designation as an expert witness.

Ms. Larkin has no objection to witness testifying.

COUNT: 10:06

Petitioner's Witness 2, Dr. John Mathews, is sworn and testifies.

COUNT: 10:10

Petitioner's Exhibit 1 received into evidence with no objection.

COUNT: 10:23

Petitioner's Witness 3, John Erkelens Jr., is sworn and testifies.

Petitioner's Exhibits 29 and 30 received into evidence with no objection.

COUNT: 10:37

Petitioner's Witness 4, Albert Blosch, petitioner, is sworn and testifies.

COUNT: 10:43

Petitioner's Exhibit 2 is received into evidence with no objection.

Court in recess.

COUNT: 11:31

Resume in session.

Mr. Adair represents that counsel have stipulated to admission of Petitioner's Exhibits 3 through 20.

The Court receives those exhibits.

Recess.

COUNT: 1:25

Resume in session.

Cross-examination of Petitioner's Witness 4 continues.

Ms. Larkin represents counsel's stipulation to admit Respondent's Exhibits 2 through 8.

The Court receives Respondent's Exhibits 2 through 8. The Court agrees to take Ms. Larkin's expert witnesses out-of-order so that they don't have to come back if the trial goes over into another day.

COUNT: 1:48

Respondent's Witness 1, J. Martell Bodell, is sworn and testifies.

Ms. Larkin requests to designate this witness as an expert.

Respondent's Witness 1 is allowed to testify.

Respondent's Exhibit 16 is received into evidence with no objection.

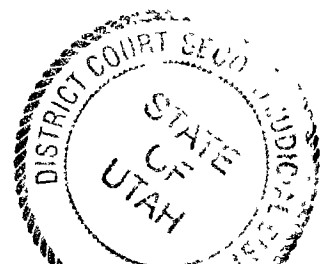
COUNT: 1:55

Cross-examination of Petitioner's Witness 4 resumes.

Recess.

COUNT: 2:33

Resume in session.



Petitioner's Exhibit 34 received into evidence; objection overruled.

Petitioner's Exhibit 40 is received into evidence with no objection.

Respondent's Exhibits 23 through 28, and 57 are received into evidence with no objection.

COUNT: 3:15

Respondent's Witness 2, Dr. Victor Cline, is sworn and testifies.

Respondent's Exhibit 9 recieved.

Respondent's Exhibit 10 has already been represented by the witness and is therefore rejected. Respondent's Exhibit 11 is also rejected.

COUNT: 3:54

Recess.

COUNT: 4:26

Respondent's Witness 3, Ron Valentine, is sworn and testifies.

COUNT: 4:39

Respondent's Witness 4, Dean Murray, is called. Mr. Adair's objection to the witness being allowed to testify is overruled.

Trial is continued to 10/30/03 at 1:30 p.m. No witnesses or exhibits are to be added. Parties agree to submit to at least 3 more hours evaluation with Dr. Gage.

The Court finds that there are sufficient grounds to grant a divorce at this time reserving all other issues. The Court finds that parties were married on June 12, 1996 and that no children have been born as issue of this marriage.

Parties have acquired real and personal property.

The Court finds that petitioner has proved allegations to support his petition and that respondent's counter-petition is also supported by the evidence. Each party is granted a divorce from the other, to be final on entry.

Petitioner is to continue respondent on health, accident and life insurance until other matters are resolved and the Court otherwise orders.

Petitioner's request for an offset on alimony due to COBRA payments is denied at this time.

Respondent's request for additional alimony and attorney fees is also denied.

Mr. Adair is to prepare findings and decree granting the bifurcated divorce. All other issues are reserved.

10-14-03	Fee Account created	Total Due:	15.00	lindaaw
10-14-03	VIDEO TAPE COPY	Payment Received:	15.00	lindaaw
10-14-03	Tracking - DCM Review, changed to Review date Apr 01, 2004.			debit
10-15-03	BENCH TRIAL (CONT'D) scheduled on November 07, 2003 at 09:00 AM in Courtroom 6 with Judge PAGE.			tacyb
10-15-03	Notice - NOTICE for Case 024701139 ID 8234267			tacyb
	BENCH TRIAL (CONT'D) is scheduled.			
	Date: 11/07/2003			
	Time: 09:00 a.m.			

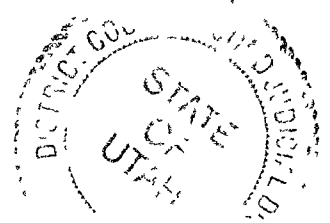


Location: Courtroom 6  
Justice Complex  
800 West State Street  
Farmington, UT 84025

Before Judge: RODNEY S PAGE

10-21-03	Judgment #1 Entered			krisl
10-21-03	Filed judgment: Bifurcated Decree of Divorce	@J		krisl
	Judge rpage			
	Signed October 15, 2003			
10-23-03	Fee Account created	Total Due:	7.25	coriec
10-23-03	COPY FEE	Payment Received:	7.25	coriec
10-23-03	Fee Account created	Total Due:	30.00	irenec
10-23-03	VIDEO TAPE COPY	Payment Received:	30.00	irenec
10-23-03	Fee Account created	Total Due:	2.75	irenec
10-23-03	COPY FEE	Payment Received:	2.75	irenec
10-24-03	Filed: Substitution of Counsel/Stephen Spencer			kathyp
10-27-03	Filed: Notice of Entry			krisl
10-27-03	Note: Motion and Order to Withdraw TO RSP ON 11/05/03			kellyc
10-27-03	Filed: Subpoena for Trial			kellyc
10-29-03	Fee Account created	Total Due:	8.00	leslies
10-29-03	COPY FEE	Payment Received:	8.00	leslies
10-30-03	Fee Account created	Total Due:	4.00	coriec
10-30-03	COPY FEE	Payment Received:	4.00	coriec
11-05-03	Filed: Objection to Proposed Order			kellyc
11-05-03	Note: Bifurcated Decree of Divorce TO RSP ON 11/12/03			kellyc
11-05-03	Filed: Consent to Substitution of Counsel/Stephen Spencer			kathyp
11-06-03	Filed: Letter from Doug Adair re Exhibits dated 9/26/03			tacyb
11-06-03	Filed: Acceptance of Service			irenec
11-06-03	Filed: Subpoena for Trial			irenec
11-06-03	Filed: Subpoena for Trial			irenec
11-06-03	Filed: Acceptance of Service			irenec
11-06-03	Filed: Subpoena for Trial			irenec
11-06-03	Filed: Acceptance of Service			irenec
11-07-03	Filed order: AP&P PV Report			tacyb
	Judge rpage			
	Signed November 07, 2003			
11-07-03	Minute Entry - Minutes for DOMESTIC TRIAL (CONT'D)			tacyb
	Judge: RODNEY S PAGE			
	Clerk: tacyb			
	PRESENT			

Petitioner's Attorney: DOUGLAS D ADAIR  
Petitioner(s): ALBERT B BLOSCHE  
Attorney for the Respondent: STEPHEN SPENCER  
Respondent(s): LESLIE DAWN ETHINGTON-BLOSCHE  
Video  
Tape Number: 11/7/03 Tape Count: 9:41



TRIAL

TAPE: 11/7/03 COUNT: 9:41

Counsel stipulate to receipt of exhibits.

Mr. Adair represents stipulation on the following exhibits of petitioner: 21-27, 31-33, 35-39 and 42-48.

Mr. Spencer represents that he objects to the transcript in Petitioner's Exhibit 42, but not the letter regarding graduation.

Respondent's Exhibits stipulated to be represented by Mr. Spencer including 12-15, 20-31, 35, 39-41, 44 and 50.

Mr. Adair represents that Respondent's Exhibits 17-19 are also stipulated.

The Court notes that values of vehicles are already determined, so that Respondent's Exhibits 17 and 18 are not necessary.

Respondent's Witness 5, Dr. Dennis Peterson, is sworn and testifies.

In response to Mr. Spencer's motion to designate Dr. Peterson as an expert witness in certain areas, the Court will allow the witness to testify as a Family Practitioner, but will not designate him as an expert in psychology.

COUNT: 10:34

Respondent's Witness 6, Leslie Blosch, respondent, is sworn and testifies.

Mr. Adair objects to entry of Respondent's Exhibits 36, 37 and 45. Objections sustained. Exhibits will not be received.

COUNT: 12:05

Recess.

COUNT: 1:14

Resume in session.

Witnesses will be taken out-of-order to allow them not to have to wait.

COUNT: 1:14

Petitioner's Witness 1, Dr. Carol Gage, is recalled, sworn and testifies.

Counsel are reminded that the exclusionary rule is in force.

COUNT: 1:54

Respondent's Witness 2, Dr. Victor Cline, is recalled, sworn and testifies. This witness is already qualified as an expert.

COUNT: 2:11

Petitioner's Witness 5, Lynn Mercer, is sworn and testifies.

COUNT: 2:25

Petitioner's Witness 6, Jonathan Blosch, is sworn and testifies.

COUNT: 2:57

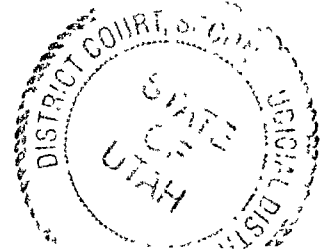
Respondent's Witness 7, Darien Ethington, is sworn and testifies.

COUNT: 3:02

Respondent's Witness 8, Lester Ethington, is sworn and testifies.

COUNT: 3:11

Respondent's Witness 6, Leslie Blosch, respondent, is recalled and



direct questioning continues.

COUNT: 3:52

Respondent's case-in-chief is complete.

The Court informs counsel that attorney fees may be submitted and responded to by affidavit.

COUNT: 4:01

Petitioner's Witness 4, Albert Blosch, petitioner, is sworn and testifies on rebuttal.

COUNT: 4:36

Mr. Adair presents closing arguments.

COUNT: 4:45

Mr. Spencer presents closing arguments.

COUNT: 4:54

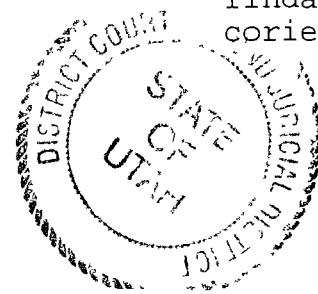
The Court takes the case under advisement and will submit its ruling in writing with copies to counsel.

Counsel are to submit affidavits regarding attorney fees within 5 days with 5 days to respond.

Mr. Adair represents petitioner's request that respondent take back her maiden name of Ethington, and that the restraining order continue.

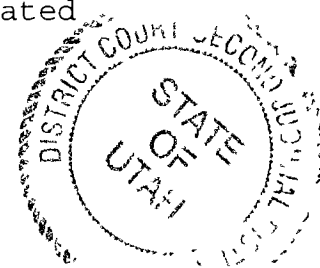
The Court will not require the petitioner to revert back to her maiden name. The restraining order is to continue in effect.

11-07-03	Filed: Written Exhibit List			tacyb
11-12-03	Filed: Affidavit of Attorney's Fees and Costs			lindaaw
11-12-03	Filed: Letter dated 11/12/03 and sealed deposition from respondent clarifying evidence [ordered sealed in the file without being read by the Court]			tacyb
11-17-03	Filed: Motion for Attorney Fees			irenec
11-17-03	Filed: Affidavit of Attorney's Fees			irenec
11-17-03	Fee Account created	Total Due:	15.00	karensd
11-17-03	VIDEO TAPE COPY	Payment Received:	15.00	karensd
	Note: VIDEO TAPE COPY			
11-17-03	Filed: Affidavit of Attorney Fees			irenec
11-17-03	Filed: Letter from Michael Murphy			irenec
11-17-03	Filed: Letter to Judge Page from Lester Ethington			irenec
11-17-03	Filed: Letter to Judge Page from Leslie Blosch			irenec
11-17-03	Filed: Faxed Copy From Patterson, Barking, Thompson & Larkin/Statement			irenec
11-17-03	Fee Account created	Total Due:	1.50	karensd
11-17-03	COPY FEE	Payment Received:	1.50	karensd
11-19-03	Note: Exhibits are stored in #6, in 2 binders			krisl
11-19-03	Filed: Exhibit List (exhibits are in 2 Binders, stored in #6)			krisl
11-21-03	Fee Account created	Total Due:	1.00	irenec
11-21-03	Fee Account created	Total Due:	4.00	irenec
11-21-03	CERTIFIED COPIES	Payment Received:	1.00	irenec
11-21-03	CERTIFICATION	Payment Received:	4.00	irenec
11-24-03	Filed: Objection to Respondent's Motion for Attorney's Fees and Supporting Statements			lindaaw
12-02-03	Fee Account created	Total Due:	0.75	coriec



CASE NUMBER 024701139 Divorce/Annulment

12-02-03	COPY FEE	Payment Received:	0.75	coriec
12-08-03	Fee Account created	Total Due:	0.75	leslies
12-08-03	COPY FEE	Payment Received:	0.75	leslies
12-17-03	Filed: Motion to Reopen Case and Admit Evidence			lindaaw
12-17-03	Filed: Substitution for Counsel			lindaaw
12-19-03	Note: Address changed from			tacyb
12-19-03	Note: Address changed to MAILING ADDRESS 402 NORTH 75 EAST NORTH SALT LAKE UT 84054			tacyb
12-19-03	Note: Motion and Order to Reopen Case and Admit Evidence & supporting doc - to RSP on 12/31/03			kellyc
12-19-03	Filed order: Ruling Judge rpage Signed December 19, 2003			tacyb
12-19-03	Filed order: Ruling on Respondent's Motion to Reopen Case and Admit Evidence Judge rpage Signed December 19, 2003			tacyb
12-19-03	Tracking ended for DCM Review.			tacyb
12-24-03	Fee Account created	Total Due:	3.25	kathyp
12-24-03	COPY FEE	Payment Received:	3.25	kathyp
12-26-03	Fee Account created	Total Due:	3.25	karensd
12-26-03	COPY FEE	Payment Received:	3.25	karensd
12-29-03	Note: Motion and Order that Each Party Should Be Restrained and Ordered from Selling, Disposing, etc. and Motion and Order to Have Petitioner Pay Respondent etc. to RSP on 1-9-04			karensd
01-16-04	Fee Account created	Total Due:	0.75	karensd
01-16-04	COPY FEE	Payment Received:	0.75	karensd
01-20-04	Note: Motion to Compel & Motion and Order to Make Petitioner Comply in Placing the Condominium Solely in Respondant's Name to RSP - 1-30-04.			coriec
01-21-04	Fee Account created	Total Due:	1.50	karensd
01-21-04	Fee Account created	Total Due:	0.75	karensd
01-21-04	Fee Account created	Total Due:	4.00	karensd
01-21-04	CERTIFIED COPIES	Payment Received:	1.50	karensd
01-21-04	COPY FEE	Payment Received:	0.75	karensd
01-21-04	CERTIFICATION	Payment Received:	4.00	karensd
01-26-04	Note: FF & DD to RSP 2-2-04			leslies
01-30-04	Filed: Notice of Attorney's Lien			kellyc
02-02-04	Filed: Motion and Order to Reopen Case and Admit Evidence [DENIED; FILED UNSIGNED]			tacyb
02-02-04	Filed: Motion and Order to Reopen Case and Admit Exhibits into Evidence That Were Objected to During Trial [DENIED; FILED UNSIGNED]			tacyb
02-02-04	Filed: Motion and Order to Bring Forward Verbal Testimony and Evidence in Regard to the Grounds of Divorce [DENIED; FILED UNSIGNED]			tacyb
02-02-04	Filed: Motion and Order to Reopen Case and Admit Verbal Testimony in Regard to Exhibits [DENIED; FILED UNSIGNED]			tacyb
02-02-04	Filed: Motion and Order to Correct the Supposed Stipulated			



CASE NUMBER 024701139 Divorce/Annulment

---

Amount of the 401(K) Value to it's Correct Value and Admit  
Evidence Showing This [DENIED; FILED UNSIGNED] tacyb  
02-04-04 Notice - NOTICE for Case 024701139 ID 8302778 tacyb  
MOTION FOR NEW TRIAL is scheduled.  
Date: 02/24/2004  
Time: 09:30 a.m.  
Location: Courtroom 6  
Justice Complex  
800 West State Street  
Farmington, UT 84025  
Before Judge: RODNEY S PAGE  
02-04-04 MOTION FOR NEW TRIAL scheduled on February 24, 2004 at 09:30 AM  
in Courtroom 6 with Judge PAGE. tacyb  
02-04-04 Filed: Affidavit in Support of Motion and Order to Vacate  
Judgment tacyb  
02-04-04 Filed: Request for Oral Argumentation tacyb  
02-04-04 Filed: Petitioner's Answers to Respondent's First Set of  
Interrogatories and Requests for Production of Documents tacyb  
02-04-04 Filed: Petitioner's Answers to Respondent's Second Set of  
Interrogatories and Request for Production of Documents tacyb  
02-04-04 Filed: Copy of records from Superior Court of California,  
County of San Diego tacyb  
02-04-04 Filed: Petitioner's Response to Respondent's Various Post Trial  
Motions and Request for Entry of Decree of Divorce or Telephone  
Conference leslies  
02-05-04 Note: Motion and Order and Objection to Petitioner's Objection  
to Respondent's Motion for Attorney's Fees and Supporting  
Statements and Affidavit in Support of this Motion and Order coriec  
02-09-04 Filed: Motion and Order and Objection to Petitioner's Objection  
to Respondent's Motion for Attorney's Fees and Supporting  
Statements and Affidavit in Support of this Motion and Order leslies  
02-09-04 Fee Account created Total Due: 3.75 leslies  
02-09-04 COPY FEE Payment Received: 3.75 leslies  
02-09-04 Filed: Motion and Order and Notice to the Judge of Extension  
time needed on Facts and Findings, Conclusions of Law and  
Divorce Decree leslies  
02-09-04 Issued: Order to Show Cause leslies  
Judge RODNEY S PAGE  
Hearing Date: February 24, 2004 Time: 09:30  
02-11-04 MOTION FOR NEW TRIAL/OSC scheduled on February 24, 2004 at  
09:30 AM in Courtroom 6 with Judge PAGE. tacyb  
02-11-04 TELEPHONE CONFERENCE Cancelled.  
02-12-04 Filed: Respondant's Response to Petitioner's Response to  
Respondant's Various Post Trial Motionss and Petitioner's  
Request for Entry of Decree of Divorce or Telephone Conference lindaaw  
02-13-04 Fee Account created Total Due: 7.25 kathyp  
02-13-04 COPY FEE Payment Received: 7.25 kathyp  
02-17-04 Filed: Motion for Post Trial Attorney Fees irenec  
02-17-04 Filed: Affidavit of Albert B Blosch in Supportof Motion for



Post Trial Attorney Fees irenec  
02-17-04 Filed: Notice of Hearing irenec  
02-17-04 Filed: Motion to Bring Forward Exhibits for Order to Show Cause  
Hearing and Affidavit in Support of alysonb  
02-17-04 Filed: Motion to Bring Forward Exhibits for New Trial on  
Motions and Affidavit in Support of alysonb  
02-23-04 Filed: Motion to Bring Forward Supplemental Exhibits for Order  
to Show Cause Hearing and Affidavit in Support of lindaaw  
02-23-04 Filed: Notice and Motion to resubmit Motion, Orders,  
Affidavits, Etc to the Court which were Previously Submitted on  
December 23 & 29, 2003 But not showing submitted on the Docket  
and Affidavit in Support of Titles of Motions, Order,  
Affidavits, E lindaaw  
02-23-04 Note: Order to Bring Forward Supplemental Exhibits for Order to  
Show Cause Hearing to RSP lindaaw  
02-23-04 Note: Order for Motion and Motion to Resubmit Motions,m Orders,  
Affidavits, Etc to the Court Which Were Previously Submitted on  
December 23, 2003 but not showing as Submitted on Docket and  
Affidavit in Support of Titles of Motions, Orders, Affidavits  
etc lindaaw  
02-23-04 Note: are listed Below to RSP lindaaw  
02-24-04 Fee Account created Total Due: 2.25 lindaaw  
02-24-04 COPY FEE Payment Received: 2.25 lindaaw  
02-24-04 Filed: Order to Bring Forward Exhibits for Order to Show Cause  
Hearing [FILED UNSIGNED] tacyb  
02-24-04 Filed: Order to Bring Forward Exhibits for New Trial on Motions  
and Affidavit in Support of [FILED UNSIGNED] tacyb  
02-24-04 Filed: Letter from Kirk Chugg, America First, dated 10/23/03 tacyb  
02-24-04 Filed: Letter from Kathy Ashby, SkyWest Airlines faxed 1/16/04 tacyb  
02-24-04 Filed: Order for Notice and Motion to Resubmit Motions, Orders,  
Affidavits, etc to the Court Which Were Previously Submitted on  
December 23, 2003 But Not Showing as Submitted on the Docket  
and Affidavit in Support of . . . [FILED UNSIGNED] tacyb  
02-24-04 Filed: Order to Bring Forward Supplemental Exhibits for Order  
to Show Cause Hearing [FILED UNSIGNED] tacyb  
02-24-04 Minute Entry - Minutes for HEARING ON MOTIONS/OSC tacyb  
Judge: RODNEY S PAGE  
Clerk: tacyb  
PRESENT

Petitioner's Attorney: DOUGLAS D ADAIR  
Petitioner(s): ALBERT B BLOSCHE  
Respondent(s): LESLIE DAWN ETHINGTON-BLOSCHE  
Video  
Tape Number: 2/24/04 Tape Count: 9:34

---

HEARING





TAPE: 2/24/04 COUNT: 9:34

The Court reviews the history of the case. Issues in this matter were heard at trial, taken under advisement and decided upon in a ruling dated 12/19/03. The respondent has filed various motions including to reopen the case, resubmit exhibits,

for new trial, a motion for order to restrain disbursement of assets, a motion to compel, and objections to proposed findings and decree. Pro se respondent, Leslie Blosch, presents argument.

Mr. Adair responds.

The Court rules as follows: The Court notes that this matter was filed in 2002. There have been several trial settings. Respondent has requested continuances and changed counsel three times.

It is obvious to the Court that the respondent has interjected herself into strategy and case preparation. There has been extensive discovery which proceeded up to the time of trial.

The trial was scheduled for one day 9/29/03, but went over the time allotted and a subsequent day, 11/7/03, was also scheduled. One of the respondent's changes of counsel took place in between those dates, which added to the difficulty.

No request for additional discovery was made after the pretrial meeting. At trial, numerous witnesses were heard and exhibits submitted.

The Court explains factors involved in due process, and finds that due process was duly served in all respects.

Subsequent to the trial, numerous motions were filed by respondent pro se. In those motions, it is difficult for the Court to determine what the respondent is asking for, but the Court interprets that she is asking for a new trial and to reopen the case

and present further evidence. The Court explains that to ask for a new trial, respondent needs to show an irregularity such as fraud or surprise, etc.

The Court finds that respondent has not sustained the burden of proof to support her motion for a new trial. Respondent's request for a new trial and to submit further evidence is denied.

Respondent has sought an Order to Show Cause on certain aspects of the Court's ruling, but has chosen to ignore other aspects.

The Court finds that there is no basis for the issuance of an Order to Show Cause, or an order restraining disposal of property.

The Court finds that its 12/19/03 ruling is adequate and is supported by the evidence.

All of respondent's motions are denied.

The Court has reviewed and compared to its ruling, the findings and decree submitted by counsel. The Court finds that these documents comply with the ruling, and signs them on the record. The divorce is to become final upon entry.

The Court informs the respondent she has 30 days from the time of the filing to file an appeal. She may also file a supersedeas bond



to request a stay of certain aspects of the decree; the bond to be double the amount of possible damages.

The Court orders alimony payments to be deposited in respondent's America First Account. The petitioner is to cooperate with the closing on the condominium.

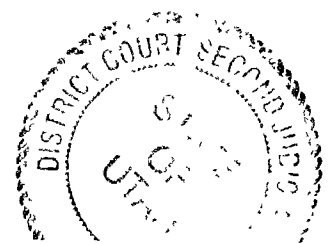
In response to defendant's questions: The Court finds that the decree should reflect that the respondent is to be held harmless from taxes in relation to petitioner's business dealings. Mr. Adair should include that in the order from today's hearing.

Mr. Adair represents petitioner's request to file jointly for 2002. The return would be divided equally.

The Court reviews the wording of a sentence in its ruling which makes mention of respondent's prior marriage, and denies respondent's request to change it.

The Court grants Mr. Adair's request to withdraw as counsel.

02-25-04	Filed: Exhibits to support motion		tacyb
02-26-04	Filed order: Findings of Fact and Conclusions of Law		krisl
	Judge rpage		
	Signed February 24, 2004		
02-26-04	Judgment #2 Entered		krisl
02-26-04	Filed judgment: Decree of Divorce @J		krisl
	Judge rpage		
	Signed February 24, 2004		
02-26-04	Case Disposition is Judgment		krisl
	Disposition Judge is RODNEY S PAGE		krisl
03-01-04	Fee Account created	Total Due: 1.75	leslies
03-01-04	COPY FEE	Payment Received: 1.75	leslies
03-02-04	Fee Account created	Total Due: 15.00	irenec
03-02-04	VIDEO TAPE COPY	Payment Received: 15.00	irenec
03-02-04	Filed: Request for Expedited Hearing on Order to Show Cause		irenec
03-02-04	Fee Account created	Total Due: 2.75	irenec
03-02-04	COPY FEE	Payment Received: 2.75	irenec
03-02-04	Filed: Withdrawal of Counsel - Douglas Adair		lindaaw
03-02-04	Filed: Notice of Entry of Decree of Divorce		lindaaw
03-03-04	Filed: Notice of Non-Acquiescence in Regard to he Order on Post-Trial Motions in Regard to the Trial on the Motion for a New Trial and the OSC Hearing Scheduled but not Heard Feb. 24, 2004		lindaaw
03-04-04	ORDER TO SHOW CAUSE scheduled on April 09, 2004 at 10:30 AM in Courtroom 1 with Commissioner DILLON.		karenc
03-04-04	Filed: Affidavit and exhibits in support of order to show cause		karenc
03-04-04	Fee Account created	Total Due: 7.50	karenc
03-04-04	COPY FEE	Payment Received: 7.50	karenc
03-04-04	Note: Order on Post Trial Motions to RSP		leslies
03-05-04	Filed: Supplemental Information in Regard to Notice of Non-Acquiescence in Regard to the Order on Post-Trial Motions in Regard to the Trial on the Motion for a New Trial and the Order to Show Cause Hearing Scheduled but not Heard 2-24-04		irenec
03-05-04	Filed: Notice of Non-Acquiesce in Regard to Motion for New		



	Trial Hearing and Scheduled but not Heard Order to Show Cause Hearing 2-24-04		irenec
03-05-04	Filed: Notice in Regard to Doug Adair's withdrawal of Counsel		irenec
03-10-04	Filed order: Order on Post Trial Motions		tacyb
	Judge rpage		
	Signed March 09, 2004		
03-11-04	Note: The respondent has filed a request for expedited hearing on order to show cause (she wants a hearing prior to 3/19/04). DSD approved on 3/10/04, and I called and left a message to have the resp call me to set up the hearing.		linl
03-12-04	Note: I called and left another message for the respondent to call to set an expedited hearing.		linl
03-16-04	Note: The respondent has not called to set up an expedited hearing as she had requested. I called and left another message today for her.		linl
03-22-04	Fee Account created	Total Due: 2.75	irenec
03-22-04	COPY FEE	Payment Received: 2.75	irenec
03-25-04	Filed: Notice of Appeal		irenec
03-25-04	Filed: Notice of Appeal		irenec
03-25-04	Filed: Notice of Appeal		irenec
03-25-04	Filed: Notice of Appeal		irenec
03-25-04	Fee Account created	Total Due: 205.00	irenec
03-25-04	'APPEAL	Payment Received: 205.00	irenec
	Note: Code Description: APPEAL		
03-26-04	Filed: Mailing Certificate for notice of appeal		lindaww
03-30-04	Note: Leslie called to cancel hearing matter has been taken care of		irenec
03-30-04	ORDER TO SHOW CAUSE Cancelled.		irenec
	Reason: Counsel's request.		
03-31-04	Filed: Notice to the Commissioner in Regard to a Request for a Special Setting in an Order to Show Cause Hearing		irenec
04-02-04	Filed: Notice of Request for Transcript		irenec
04-12-04	Note: mailed following videotapes to Carolyn Erickson for transcription on 3-9-04: 9-27-02, RSP; 115-02, RSP; 9-29-03, RSP; 11-7-03, RSP; 2-24-02, DSD.		joannep
04-16-04	Filed: Amended Notice of Request for Transcript		coriec
04-19-04	Fee Account created	Total Due: 7.75	irenec
04-19-04	COPY FEE	Payment Received: 7.75	irenec
04-22-04	Filed: Copy of letter to Mrs Blosch from Court of Appeals		lindaww
04-23-04	Filed: Affidavit and Exhibits in Support of Order to Show Cause		coriec
04-23-04	Filed: Return of Service - NOT SERVED - Release of Attoney's Lien		coriec
04-23-04	Filed: Affidavit of Phillip B Roberts		coriec
04-23-04	Filed: Return of Service - NOT SERVED - Verified Motion and Order to Show Cause Attorney Douglas Adair refused service		coriec
04-23-04	Filed: Letter dated April 7 2004 - Countrywide Home Loans		coriec
04-23-04	Filed: Notice to the Apellate Court in Regard to the Certificate of Service on the Notice of Appeal		coriec
04-23-04	Filed: Affidavit in Support of Notice to the court in Regard to		



Petitioner's Address and a Recommended Filing from the Sheriff's Department of returned and not served order to Show Cause Material coriec

04-23-04 Filed: Notice to the Court in Regard to Petitioner's Address and a Recommended Filing from the Sheriff's Department of Returned and not served Order to Show Cause Material coriec

04-26-04 Filed: Letter from Countrywide Home Loans to Albert Blossch alysonb

04-26-04 Filed: Notice to the Judge in Regard to Findings of Fact and Conclusions of Law alysonb

05-12-04 Filed: Transcript 9-27-02 lindaww

05-12-04 Filed: Transcript 9-29-03 lindaww

05-12-04 Filed: Transcript 9-29-03, 11-5-02, 11-7,03, 2-24-04 lindaww

05-12-04 Filed: Transcript 2-24-04 lindaww

05-14-04 Filed: Transcript 11-7-03 lindaww

05-14-04 Fee Account created Total Due: 20.25 irenec

05-14-04 COPY FEE Payment Received: 20.25 irenec

05-14-04 Fee Account created Total Due: 43.00 coriec

05-14-04 COPY FEE Payment Received: 43.00 coriec

05-21-04 Note: Ms. Blossch phoned requesting courtesy copies of exhibits. Told her that courtesy copies are not kept, but that original exhibits have been filed and cannot be withdrawn if the matter is being appealed. tacyb

05-28-04 Filed: Request to the Court to send Exhibits from Trial Court to the Appellate Court along with the File irenec

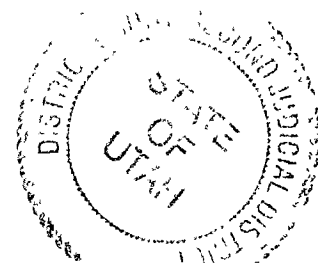
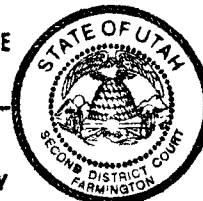
05-28-04 Filed: Respondent's Exhibits irenec

STATE OF UTAH } ss.  
COUNTY OF DAVIS

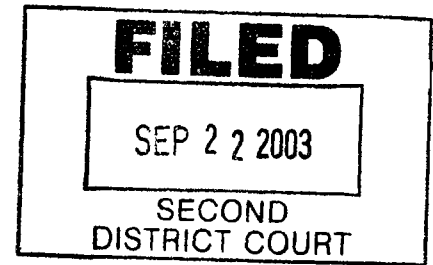
I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL ON FILE IN MY OFFICE

DATED THIS 2 DAY OF June, 2004  
ALYSON E. BROWN  
CLERK OF THE COURT

BY [Signature] DEPUTY  
PAGE 29 OF 29



DENISE P. LARKIN, #7741  
PATTERSON, BARKING, THOMPSON & LARKIN  
427 27<sup>th</sup> Street  
Ogden, Utah 84401  
Attorney for Petitioner  
Telephone: (801) 394-7704  
Facsimile: (801) 394-7706



IN THE SECOND JUDICIAL DISTRICT COURT, STATE OF UTAH

DAVIS COUNTY, FARMINGTON DEPARTMENT

ALBERT B. BLOSCHE,	:	MOTION AND ORDER TO CONTINUE
	:	
Petitioner,	:	
	:	
v.	:	
	:	
LESLIE DAWN ETHINGTON-	:	
BLOSCHE,	:	Civil No. 024701139DA
	:	Judge: Rodney S. Page
Respondent.	:	Commissioner: David S. Dillon

The respondent, Leslie Dawn Ethington-Blosch, by and through her counsel of record, hereby moves this court to continue the trial based upon the following:

WHEREAS, a motion to continue the August 25, 2003, trial was granted by this court on August 15, 2003, due to petitioner's untimely answers (hand-delivered to the respondent's attorney August 13, 2003) to the respondent's second set of interrogatories sent June 26, 2003;

WHEREAS, a telephone call was held Friday, August 22, 2003, to update the court on Ms. Blosch's medical condition since she had been unable to meet with Carol Gage on the scheduled date and to reschedule the trial currently set for September 29, 2003.

Motion and Order to Continue Trial [filed unsigned - D



VD11265089

024701139

ETHINGTON-BLOSCHE, LESLIE DAWN

158

259  
23

WHEREAS, when Mr. Blosch's answers were received by respondent's counsel, the petitioner in his answer to Interrogatory No. 1 claimed he was only a "co-signer on two separate construction loans" which he listed as **Silver Pine Town Homes Units 5 and 6 and Brickyard Apartments** with "no ownership or equity interest of any kind in such property" (Attached as Exhibit "A" is a copy and is incorporated herein by this reference);

WHEREAS, Mr. Blosch in his deposition testimony of February 6, 2003, testified that:

"I put my name on his construction loans and his business gives him more write-offs than he needs throughout the year. So essentially, he's in the zero tax breakoff with additional write-offs on it. Because my name is on his business deal, he can give me those write-offs and I can write off my earned income and save myself some taxes. So that's the reward for me for putting my name on the loan is I get tax benefit."

WHEREAS, based upon the answers to respondent's second set of interrogatories and deposition testimony a search of Albert B. Blosch at the Davis County Recorder's Office yielded that Mr. Blosch not only was on the trust deed, but that he was a 1/3 owner of Silver Pines Town Homes Units 5 and 6 from October 13, 1999 until May 18, 2000 and a 1/3 owner in a property located on 1175 South 200 West, Bountiful until May 10, 2002. (Attached as Exhibit "B" is a copy the Quit Claim Deeds of Silver Pine Town Homes Unit 5 and 6 and a copy of the Quit Claim on 1175 South 200 West, Bountiful and they are incorporated herein by this reference). Mr. Blosch remained on the trust deed at Barnes Bank on Silver Pines Town Home Units 5 and 6 until August 23, 2000 and remained on the trust deed with property 1175 South 200 West until June 2002. (Attached as Exhibit "C" is a copy of the reconveyance and is incorporated herein by this reference.)

WHEREAS, Mr. Blosch's answer to respondent's second set of interrogatories, interrogatory no. 1, stated he had an "oral agreement" to place his name on the construction loan of "Brickyard Apartments." It is uncertain at this point whether the 1175 South 200 West property located in Bountiful is one in the same as Brickyard Apartments. The property does not display a sign indicating it as Brickyard Apartments. Hence, there is a question whether the 1175 South 200 West property is a disclosed marital asset.

WHEREAS, respondent had Ron Valentine, CPA, review the parties' tax returns against Mr. Blosch's answer in respondent's second set of interrogatories no. 1 to determine what "tax benefit," if any, Mr. Blosch gained from lending his name on the "construction loan" to the Silver Pines Town House Units 5 and 6 and the property on 1175 South 200 West, Bountiful. It appears no tax benefit was claimed in 1999. No mortgage interest deduction was in schedule A, nor was there any business deductions. Mr. Blosch did claim in 1999 and 2000 several deductions from a rental property in North Salt Lake City, Utah; however, this is the marital property the parties leased from April of 2000 through April of 2001.

WHEREAS, in tax year 2000 and 2001, Mr. Blosch claims a mortgage interest deduction from Barnes Bank for the year 2000 (\$9,796.00) and 2001 (\$10,328.00) in schedule A. (Attached as Exhibit "D" is a copy of schedule A and is incorporated herein by this reference) In order for Mr. Blosch to claim this interest in schedule A as a mortgage deduction, it must be a primary or secondary residence or show as an

investment interest. The property on 1175 West 200 South, Bountiful Utah and Silver Pines Town Home properties were both financed through Barnes Bank and this may account for the mortgage interest deduction, but it is suspect on how the interest was claimed. Mr. Blosch's primary residential mortgage is through Countrywide with a second home financed through First National Bank. Similarly, it is unclear for the tax year 2000 whether the mortgage interest rate deduction is all from the 1175 West 200 North address or all from the Silver Pines Town Homes Units 5 and 6 for year. If interest is only from one property, then a question arises as to what "tax benefit" was gained from not using the interest deduction on the other property.

WHEREAS, Mr. Blosch purchased a home in August of 2002, with a mortgage held by First National Bank. When Mr. Blosch answered respondent's first set of interrogatories in September 2003, he claimed he held no interest from 1996 to the present in any "real property" other than the marital property financed by Countrywide. It was later discovered that he purchased a home on 147 West 200 South, Bountiful, Utah in August 2002. Mr. Blosch's deposition testimony claims the property was immediately placed in an L.L.C. which he did not know the exact name. Counsel for respondent requested a copy of the L.L.C. at the deposition in February, 2003, and was provided a copy on August 13, 2003. Mr. Carvel Schaffer, by way of subpoena, provided a copy of the L.L.C. so respondent's counsel could verify the contents of the L.L.C. documentation provided by Mr. Blosch. Thereafter, a search was completed at the Davis County Recorder's office and the L.L.C. does not own the property located on 147 West 200



South, Bountiful, Mr. Blosch retains complete ownership. (Attached as Exhibit "E" is a copy of the abstract and is incorporated herein by this reference)

WHEREAS, the Silver Pine Town Homes "tax benefit" should have been realized in the years 1999 and 2000 tax returns because Mr. Blosch remained on the trust deed from October 27, 1999 to August 23, 2000 and on the title as a 1/3 owner until May 18, 2000.

WHEREAS, Mr. Blosch maintained a 1/3 ownership of the property on 1175 South 200 West, Bountiful, Utah (uncertain if Brickyard Apartments) until May 10, 2002 just shortly before the divorce action was filed and remained on the trust deed until June 2002 when Barnes Bank filed a reconveyance. It is unclear whether the mortgage interest deduction claimed in tax year 2000 and 2001 reflects this property or the Silver Pines Town Home Units 5 and 6.

WHEREAS, if no tax benefit was taken in the year 1999 and 2000 with regard to the Silver Pines Town Homes Units 5 and 6, a question arises whether or not there is another "oral agreement" between the respondent and his brother and wife to either reinvest money, differ payment, or recapture the "tax benefit" after the divorce is final. This same argument can be made for the 1175 West 200 South property and whether or not the petitioner will realize a "tax benefit" in the year 2002. The parties have not filed their 2002 tax returns. As such, this does affect the martial estate. Not until the year 2000 and 2001 is there a realized "tax benefit" claimed in schedule A by way of a mortgage interest deduction with Barnes Bank. This deduction is suspect. For the

petitioner to claim the mortgage interest in schedule A, the petitioner would have had to claim this property as a primary or secondary residence. And, it is unclear whether or not the Barnes Bank mortgage interest deduction is from the 1175 South 200 West, property, Silver Pines Town Home Units 5 and 6 or some other undisclosed property.

NOW THEREFORE, the respondent requests a continuance for purposes of fully determining the "tax benefit" from the Silver Pines Town Homes Unit 5 and 6, the property located at 1175 South 200 West, Bountiful, the Brickyard Apartments, and the value of the property located at 147 West 200 South, Bountiful, Utah.

DATED this 19 day of September, 2003.



IT IS HEREBY ORDERED, ADJUDGED AND DECREED, the trial scheduled for September 29, 2003, is continued.

DATED this \_\_\_\_ day of September, 2003.

*Denied Per.  
Telephone Conference. 9/22  
[Signature]*

BY THE COURT

Honorable Rodney S. Page,  
District Court Judge

STATE OF UTAH } ss.  
COUNTY OF DAVIS

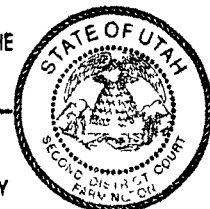
I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE  
ORIGINAL ON FILE IN MY OFFICE

DATED THIS 12 DAY OF Nov 2004

ALYSON E. BROWN  
CLERK OF THE COURT

BY [Signature] DEPUTY

PAGE 5 OF 21



163

264

Certificate of Service

I hereby certify that on the 19 day of September, 2003, I, by facsimile transmission and first class mail, postage prepaid, did sent the foregoing instrument to the following:

Douglas Adair  
845 South Main, Suite 23  
Bountiful, Utah 84010  
(801) 298-5161

Melinda Repe

Douglas D. Adair (#6460)  
**CRAMER, CRAMER & ADAIR, L.L.C.**  
Smith Hyatt Building  
845 South Main, Suite 23  
Bountiful, Utah 84010  
Telephone: (801) 299-9999  
Facsimile: (801) 298-5161

Attorney for Petitioner

---

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF UTAH**  
**DAVIS COUNTY, FARMINGTON DEPARTMENT**

---

ALBERT B. BLOSCH,

Petitioner,

**vs.**

LESLIE DAWN ETHINGTON-BLOSCH,

Respondent.

**PETITIONER'S ANSWERS TO  
RESPONDENT'S SECOND SET OF  
INTERROGATORIES AND REQUEST FOR  
PRODUCTION OF DOCUMENTS**

Case No.: 024701139

Judge: Rodney S. Page

Commissioner: David S. Dillon

---

COMES NOW Petitioner, by and through his counsel of record, Douglas D. Adair, and hereby answers Respondent's Second Set of Interrogatories and Request for Production of Documents.

**INTERROGATORIES**

INTERROGATORY NO. 1: What interest and/or ownership do you have or have you had, since June 1996 to the present, in any corporation, limited company or limited liability company, sole proprietorship or any and all other business agreements whether they be oral or written in which you have or have had any interest. For each such entity please state the name, the interest and all partners with their address and telephone numbers.

165

206  
EXHIBIT A

ANSWER TO INTERROGATORY NO. 1: I have no interest and/or ownership in any corporation, limited company, limited liability company, or sole proprietorship (other than previously stated) between the date of June of 1996 to the present. I have had two oral business agreements in which I have had an interest during this time period. They are as a cosigner on two separate construction loans as follows:

Name: Silver Pine Town Homes Units 5 and 6

Interest: Tax Benefit

Partners: Jon Blosch and Cornelia Blosch

Address: 879 East Eaglewood Drive, North Salt Lake, Utah 84054 (801) 949-3411

7

Name: Brickyard Apartments

Interest: Tax Benefit

Partners: Jon Blosch and Cornelia Blosch

Address: 879 East Eaglewood Drive, North Salt Lake, Utah 84054 (801) 949-3411

However, I have no ownership or equity interest of any kind in such property.

INTERROGATORY NO. 2: What interest and/or ownership do you have or have had, and any benefit therefrom, if any, in a company by the name of Serengeti, L.L.C. Please describe the interest and, if applicable, any benefit you receive or have received. Please state any person(s) and/or entities involved with Serengeti, L.L.C., to include name, address, and telephone number and/or registered agent.

ANSWER TO INTERROGATORY NO. 2:

Interest: None

Benefit: None

Persons involved: My brother Marvin Blosch. Any others are unknown to me

Address: 2091 Windsor Park Circle, Bountiful, Utah 84010.

Work Phone: (801) 299-1234

Silver Pine Townhomes  
WHEN RECORDED, MAIL TO: Lot 5



E 1555160 B 2575 P 685  
SHEYL L. WHITE, DAVIS CNTY RECORDER  
1999 OCT 27 4:22 PM FEE 10.00 DEP KM  
REC'D FOR FIRST AMERICAN TITLE CO OF UTAH

Jonathon, Cornelia & Albert Blossch

Space Above This Line for Recorder's Use

Escrow No. 00036384

## QUIT CLAIM DEED

Jonathon B. Blossch and Cornelia J. Blossch,

grantor(s)

of North Salt Lake

State of Utah, hereby QUIT CLAIMS to

Jonathon B. Blossch, Cornelia J. Blossch and Albert B. Blossch

Grantee(s)

of North Salt Lake

for the sum of ONE DOLLAR and other good and valuable consideration, the following described tract of land in Davis County, State of Utah, to-wit:

All of Units 5, Silver Pine Townhomes, Planned Unit Development, North Salt Lake City, Utah, according to the official plat thereof.  
Together with an undivided interest, ownership and use of the Common Area and Facilities as set forth in the Declaration.

C1-246-6645-

WITNESS the hand(s) of said grantor(s), this 13th day of October 1999

Signed in the presence of

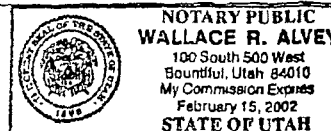
Jonathon B. Blossch

Cornelia J. Blossch

STATE OF UTAH

COUNTY OF Davis

SS



On the 13th day of October, 1999, personally appeared before me Jonathon B. Blossch and Cornelia J. Blossch, the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public

Wallace R. Alvey

My Commission Expires 2-15-02

Silver Pine Townhomes  
WHEN RECORDED, MAIL TO 1015



E 1555160 B 2575 P 685  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
1999 OCT 27 4:22 PM FEE 10.00 DEP KM  
REC'D FOR FIRST AMERICAN TITLE CO OF UTAH

Jonathon, Cornelia & Albert Bloesch

Escrow No 00036384

Space Above This Line for Recorder's Use

## QUIT CLAIM DEED

Jonathon B. Bloesch and Cornelia J. Bloesch,

grantor(s)

of North Salt Lake

State of Utah, hereby QUIT CLAIMS to

Jonathon B. Bloesch, Cornelia J. Bloesch and Albert B. Bloesch

Grantee(s)

of North Salt Lake

For the sum of ONE DOLLAR and other good and valuable consideration, the following described tract of land in Davis County, State of Utah, to-wit:

All of Units 6, Silver Pine Townhomes, Planned Unit Development, North Salt Lake City, Utah, according to the official plat thereof.

Together with an undivided interest, ownership and use of the Common Area and Facilities as set forth in the Declaration.

C 1-246-6065-

WITNESS the hand(s) of said grantor(s), this 13th day of October 1999

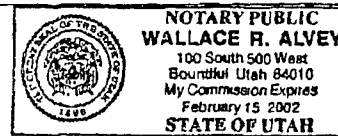
Signed in the presence of

Jonathon B. Bloesch  
Cornelia J. Bloesch

STATE OF UTAH

COUNTY OF Davis

SS



On the 13th day of October, 1999, personally appeared before me Jonathon B. Bloesch and Cornelia J. Bloesch the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

Wallace R. Alvey  
Notary Public

My Commission Expires 2-15-02



WHEN RECORDED, MAIL TO:

Jonathon B. & Cornelia J. Blossch

879 East Eaglewood Dr.

North Salt Lake, Utah 84054

Escrow No.00057572

E 1593455 B 2650 P 1109  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2000 MAY 22 3:55 PM FEE 10.00 DEP NEC  
REC'D FOR

FATOG

Space Above This Line for Recorder's Use

## QUIT CLAIM DEED

Albert B. Blossch,

grantor(s)

of North Salt Lake

State of Utah, hereby QUIT CLAIM(S) to

Jonathon B. Blossch and Cornelia J. Blossch, husband and wife

grantee(s)

of North Salt Lake

for the sum of ONE DOLLAR and other good and valuable consideration, the following described tract of land in Davis County, State of Utah, to-wit:

All of Unit 5, Silver Pine Townhomes, Planned Unit Development, North Salt Lake City, Utah, according to the official plat thereof.

Together with an undivided interest, ownership and use of the Common Area and Facilities as set forth in the Declaration.

01-246-0005

WITNESS the hand(s) of said grantor(s), this 18th day of May, 2000.

Signed in the presence of

Albert B. Blossch

STATE OF UTAH

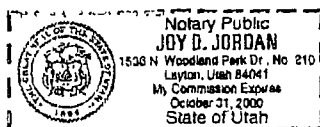
ss.

COUNTY OF Davis

On the 18th day of May, 2000, personally appeared before me Albert B. Blossch, the signer(s) of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

My Commission Expires: 10/31/00







WHEN RECORDED, MAIL TO:

JONATHON B. BLOSCHE

E 1593457 B 2650 P 1123  
SHERYL L. WHITE, DAVIS CITY RECORDER  
2000 MAY 22 3:57 PM FEE 10.00 DEP REC  
REC'D FOR

FATOG

Escrow No 00054389

Space Above This Line for Recorder's Use

### QUIT CLAIM DEED

ALBERT B. BLOSCHE,

grantor(s)

of 472 NORTH FRONTAGE ROAD, NORTH SALT LAKE CITY State of UTAH, hereby QUIT CLAIM(S) to

JONATHON B. BLOSCHE AND CORNELIA J. BLOSCHE, HUSBAND AND WIFE grantee(s)

of 472 NORTH FRONTAGE ROAD, NORTH SALT LAKE CITY, UTAH, 84054

for the sum of ONE DOLLAR and other good and valuable consideration, the following described tract of land in DAVIS County, State of Utah, to-wit:

All of Unit 6, Silver Pine Townhomes Planned Unit Development, North Salt Lake City, Utah, according to the official plat thereof.  
Together with an undivided interest, ownership and use of the Common Area and Facilities as set forth in the Declaration.

01-246-0006

WITNESS the hand(s) of said grantor(s), this 18TH day of MAY, 2000

Signed in the presence of

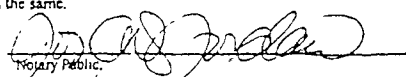
\_\_\_\_\_ } \_\_\_\_\_  
\_\_\_\_\_ } \_\_\_\_\_  
\_\_\_\_\_ } \_\_\_\_\_

STATE OF UTAH

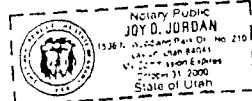
ss.

COUNTY OF DAVIS

On the 18th day of MAY, 2000, personally appeared before me ALBERT B. BLOSCHE, the signer(s) of the foregoing instrument, who duly acknowledged to me that HE executed the same.

  
Notary Public.

My Commission Expires: 10/31/00



WHEN RECORDED, MAIL TO:  
BARNES BANKING COMPANY  
33 SOUTH MAIN STREET  
KAYSVILLE, UTAH 84037

E 1611498 B 2688 P 228  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2000 SEP 5 11:07 AM FEE 11.00 DEP REC  
REC'D FOR SECURITY TITLE COMPANY

Space above for Recorder's Use

516 SILVER PINE TOWNHOMES

## Deed of Reconveyance

(Corporate Trustee)

Barnes Banking Company, as Trustee under a Trust Deed dated **OCTOBER 13, 1999**, executed by **JONATHON B. BLOSCH, CORNELIA J. BLOSCH AND ALBERT B. BLOSCH**, as Trustor, and recorded **OCTOBER 27, 1999**, as Entry No. **1555162**, in Book **2575**, Page(s) **687** of the records of the County Recorder of **DAVIS** County, Utah, pursuant to a written request of the Beneficiary thereunder, does hereby reconvey, without warranty, to the person or persons entitled thereto, the trust property now held by it a Trustee under said Trust deed, which Trust deed covers real property situated in **DAVIS** County, Utah, described as follows:

ALL OF UNITS 5 & 6, SILVER PINE TOWNHOMES, PLANNED UNIT DEVELOPMENT, NORTH SALT LAKE CITY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF. TOGETHER WITH UNDIVIDED INTEREST, OWNERSHIP AND USE OF THE COMMON AREA AND FACILITIES AS SET FORTH IN THE DECLARATION

01-246-0005 & 01-246-0006

Dated 23 August 2000

Barnes Banking Company

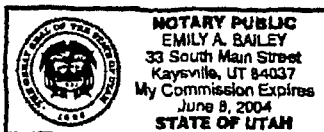
By Lamont D. Tingey  
Senior Vice President

Barnes Banking Company Trustee

35006055

STATE OF UTAH  
COUNTY OF DAVIS

On **23 August 2000**, personally appeared before me **LAMONT D. TINGEY** who being by me duly sworn, did say that he is the **Vice President of Barnes Banking Company**, a corporation and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said **LAMONT D. TINGEY** acknowledged to me that said corporation executed the same.



My commission Expires: JUNE 8, 2004

Emily A. Bailey  
Notary Public

Residing at: 33 South Main  
Kayville UT 84037

WHEN RECORDED MAIL TO:

BLOSCHE  
829 E CIRCLEWOOD DR  
USC, UT 84054

## QUIT-CLAIM DEED

ALBERT B. BLOSCHE

Grantor

Of BOUNTIFUL, County of DAVIS, State of Utah  
hereby QUIT CLAIMS to

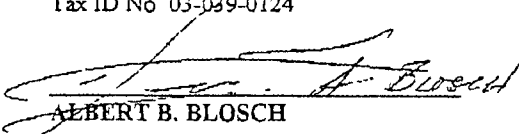
JONATHAN B. BLOSCHE AND CORNELIA J. BLOSCHE

Grantee

Of BOUNTIFUL, County of DAVIS, State of Utah  
for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,  
the following described tract of land in ~~SANITARY~~ County, State of  
Utah, to with:  
DAVIS

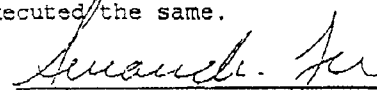
SEE EXHIBIT A

Tax ID No 03-039-0124

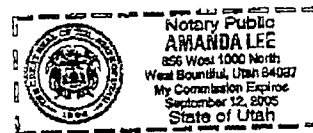
  
ALBERT B. BLOSCHE

STATE OF UTAH )  
COUNTY OF DAVIS ) ss

On this 10 Day of MAY, 2002 personally appeared  
before me ALBERT B. BLOSCHE, signer of the within instrument, and who  
duly acknowledged to me that he executed the same.

  
Notary Public

My Commission Expires: 9/12/05  
Residing at: BOUNTIFUL



172

273  
EXHIBIT C

Beginning at a point which is South  $0^{\circ}09'36''$  West 337.96 feet along the Monument Line of 200 West Street and South  $89^{\circ}52'44''$  East 33.00 feet from the monument marking the intersection of 200 West and 1050 South Streets, said point is also North  $0^{\circ}09'36''$  East 196.92 feet from the Southwest corner of Lot 3, Block L, North Millcreek Plat, Bountiful Townsite Survey, Davis County, Utah and running thence North  $0^{\circ}09'36''$  East 74.17 feet to a fence line the following 4 courses and distances: South  $89^{\circ}56'19''$  East 68.49 feet, North  $89^{\circ}30'47''$  East 108.54 feet, South  $0^{\circ}20'11''$  West 56.99 feet, South  $01^{\circ}33'57''$  West 18.41 feet; thence North  $89^{\circ}52'44''$  West 176.40 feet to the point of beginning.



**SCHEDULE A  
(Form 1040)**

Department of the Treasury  
Internal Revenue Service (99)

**Schedule A -- Itemized Deductions**

▶ Attach to Form 1040. ▶ See Instructions for Schedule A (Form 1040).

OMB No. 1545-0074

**2001**

Attachment  
Sequence No. **07**

Name(s) shown on Form 1040

**AL AND LESLIE BLOSCH**

Your social security no.

**529-08-9557**

**Medical and Dental Expenses**

**Caution:** Do not include expenses reimbursed or paid by others.

<b>1</b>	Medical and dental expenses		
	MEDICAL INSURANCE	1,157	
	VARIOUS MEDICAL	672	
<b>2</b>	Enter amount from Form 1040, line 34	<b>2</b>	81,061
<b>3</b>	Multiply line 2 above by 7.5% (.075)	<b>3</b>	6,080
<b>4</b>	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	<b>4</b>	0

**Taxes You Paid**

(See instructions.)

<b>5</b>	State and local income taxes	<b>5</b>	4,157
<b>6</b>	Real estate taxes (see instructions)	<b>6</b>	1,589
<b>7</b>	Personal property taxes	<b>7</b>	561
<b>8</b>	Other taxes	<b>8</b>	
<b>9</b>	Add lines 5 through 8	<b>9</b>	6,307

**Interest You Paid**

(See instructions.)

**Note.** Personal interest is not deductible.

<b>10</b>	Home mortgage interest and points reported to you on Form 1098	<b>10</b>	6,634
<b>11</b>	Home mortgage interest not reported to you on Form 1098. If paid to seller, show that person's name, ID no., & address		
	BARNES BANK		
	87-0114170		
	BOUNTIFUL UT	<b>11</b>	10,328
<b>12</b>	Points not reported to you on Form 1098. See inst. for special rules	<b>12</b>	2,020
<b>13</b>	Investment interest. Attach Form 4952 if required. (See instructions.)	<b>13</b>	
<b>14</b>	Add lines 10 through 13	<b>14</b>	18,982

**Gifts to Charity**

If you made a gift and got a benefit for it, see instructions.

<b>15</b>	Gifts by cash or check		
	LDS CHURCH	4,866	
	MISC CHARITIES	75	
<b>15</b>		<b>15</b>	4,941
<b>16</b>	Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	<b>16</b>	500
<b>17</b>	Carryover from prior year	<b>17</b>	
<b>18</b>	Add lines 15 through 17	<b>18</b>	5,441

**Casualty and Theft Losses**

<b>19</b>	Casualty or theft loss(es). Attach Form 4684. (See instructions)	<b>19</b>	0
-----------	--	-----------	---

**Job Expenses and Most Other Miscellaneous Deductions**

(See inst. for expenses to deduct here.)

<b>20</b>	Unreimbursed empl. exp. You must attach Form 2106 or 2106-EZ if required.		
	CELL PHONE	353	
	UNIFORMS & CLEANING	211	
	MEDICAL	511	
<b>20</b>		<b>20</b>	1,075
<b>21</b>	Tax preparation fees	<b>21</b>	187
<b>22</b>	Other expenses	<b>22</b>	
<b>23</b>	Add lines 20 through 22	<b>23</b>	1,262
<b>24</b>	Enter amount from Form 1040, line 34	<b>24</b>	81,061
<b>25</b>	Multiply line 24 above by 2% (.02)	<b>25</b>	1,621
<b>26</b>	Subtract line 25 from line 23. If line 25 is more than line 23, enter -0-	<b>26</b>	0

**Other Miscellaneous Deductions**

<b>27</b>	Other -- from list in instructions. List type and amount	<b>27</b>	
-----------	--	-----------	--

**Total Itemized Deductions**

<b>28</b>	Is Form 1040, line 34, over \$132,950 (over \$66,475 if married filing separately)?		
	<input checked="" type="checkbox"/> <b>No.</b> Your deduction is not limited. Add the amounts in the far right column for lines 4 through 27. Also, enter this amount on Form 1040, line 36.	<b>28</b>	30,730
	<input type="checkbox"/> <b>Yes.</b> Your deduction may be limited. See instructions for the amount to enter.		

For Paperwork Reduction Act Notice, see Form 1040 instructions.

Preparers Edition Schedule A (Form 1040) 2001

SERIAL 03-032-0005 PARCEL DATES:01/01/1981 TO PRESENT

TAX DIST: 3

TAX NAME AND ADDRESS FOR TAX YEAR 2004:

BLOSCH, ALBERT

147 WEST 200 SOUTH BOUNTIFUL UT 84010

LEGAL DESCRIPTION:

BEG AT NE COR LOT 3, BLK 18, PLAT A,  
L TO W LN OF GRANTORS LAND; TH ALG SDBTFL TS SUR; TH W 62 FT 7 INCHES, M OR  
W LN S 165 FT TO S LN SD LOT 3; TH E

Grantor:

Grantee:

BLOSCH, ALBERT

ZIONS FIRST NATL BANK

GOODFELLOW, RILEY W. &amp; MYRNA L.

BLOSCH, ALBERT

BLACKBURN, TIMOTHY W

GOODFELLOW, RILEY W. &amp; MYRNA L.

Koi	Inst date	Consideration
Entry no.	Rec. date	Cross
Book-Page	Time	References
TR DEED	08/06/2002	\$130,199.00
1776349	08/08/2002	
3100-811	04:08PM	
W DEED	08/07/2002	\$10.00
1776348	08/08/2002	
3100-809	04:07PM	
RECON	00/00/0000	\$ .00
1663249	05/24/2001	1450-646
2814-5	08:07AM	



Grantor:	Koi	Inst date	Consideration
Grantee:	Entry no.	Rec. date	Cross
	Book-Page	Time	References
03-032-0005	TR DEED	04/11/2001	\$70,000.00
GOODFELLOW, RILEY W. & MYRNA L.	1653576	04/13/2001	
AMERICA FIRST CREDIT UNION	2787-292	10:40AM	
GOODFELLOW, RILEY W. & MYRNA L.	M AGMT	00/00/0000	\$ .00
AMERICA FIRST CREDIT UNION	1446945	10/09/1998	
GOODFELLOW, RILEY W. & MYRNA L.	2370-979	09:45AM	
AMERICA FIRST CREDIT UNION	M AGMT	00/00/0000	\$ .00
	1354947	10/20/1997	
GOODFELLOW, RILEY W. & MYRNA L.	2189-1436	02:51PM	
AMERICA FIRST CREDIT UNION	TR DEED	11/13/1991	\$38,500.00
	948150	11/14/1991	
	1450-646	04:10PM	2814-5
ZIONS FIRST NATL BANK, TR	RECON	10/20/1988	\$ .00
GOODFELLOW, RILEY W. & MYRNA I.	840514	10/27/1988	520-649
	1262-748	04:04PM	





PATTERSON, BARKING, THOMPSON & LARKIN  
ATTORNEYS AT LAW  
427 - 27<sup>TH</sup> STREET  
OGDEN, UTAH 84401

Philip C. Patterson  
Judy Dawn Barking  
Laura K. Thompson  
Denise P. Larkin

Telephone: (801) 394-7704  
Facsimile: (801) 394-7706

sent ✓

FAX COVER SHEET

TO: Judge Page FIRM: \_\_\_\_\_

FAX NO.: 447-3880 DATE: 9/19/03

FROM: Denise Larkin PAGES (including cover sheet): 21

REF: Blasch ORIGINAL TO FOLLOW BY MAIL? \_\_\_\_\_

COMMENTS:

RECEIVED  
SEP 22 2003  
CLERK  
COURT

The content of this facsimile transmission is private and confidential, intended only for the use of the individuals and/or entities named above. If you are reading this transmission, and are not the intended recipient, you are on notice that any dissemination, distribution, communication or copying of this privileged information is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone or US. Mail. Thank you.

178

379

**PATTERSON, BARKING, THOMPSON & LARKIN**  
**ATTORNEYS AT LAW**  
**427 - 27<sup>TH</sup> STREET**  
**OGDEN, UTAH 84401**

Philip C. Patterson  
Judy Dawn Barking  
Laura K. Thompson  
Denise P. Larkin

Telephone: (801) 394-7704  
Facsimile: (801) 394-7706

**FAX COVER SHEET**

TO: Doug Adair FIRM: \_\_\_\_\_

FAX NO.: 298-5161 DATE: 9/19/03

FROM: Denise Larkin PAGES (including cover sheet): 21

REF: Blosch ORIGINAL TO FOLLOW BY MAIL? \_\_\_\_\_

COMMENTS:

The content of this facsimile transmission is private and confidential, intended only for the use of the individuals and/or entities named above. If you are reading this transmission, and are not the intended recipient, you are on notice that any dissemination, distribution, communication or copying of this privileged information is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone or US Mail. Thank you.

Douglas D. Adair (#6460)  
**CRAMER, CRAMER & ADAIR, L.L.C.**  
Smith Hyatt Building  
845 South Main, Suite 23  
Bountiful, Utah 84010  
Telephone: (801) 299-9999  
Facsimile: (801) 298-5161

Attorney for Petitioner

---

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF UTAH**

**DAVIS COUNTY, FARMINGTON DEPARTMENT**

---

ALBERT B. BLOSCH,

Petitioner,

vs.

LESLIE DAWN ETHINGTON-BLOSCH,

Respondent.

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

Case No.: 024701139DA

Judge: Rodney S. Page

Commissioner: David S. Dillon

---

STATE OF UTAH                    )  
  :SS  
COUNTY OF DAVIS                )

Douglas D. Adair, after having been duly sworn, states and alleges as follows:

1. I am an attorney licensed to practice law within the State of Utah. I was admitted to the Utah State Bar in October of 1993.
2. I am the attorney of record for the Petitioner in the above-entitled matter.
3. I make this Affidavit in order to comply with the Court's trial directive to supply the Court with an Affidavit of Costs and Attorney's Fees in this action. This Affidavit includes my

estimate of Petitioner's overall attorney's fees and costs through the date of trial in this action. It is likely that Petitioner may incur additional fees and costs in order to finalize this matter.

4. I am generally familiar with the fees customarily charged by attorneys and staff in the State of Utah for professional services such as in this type of case.

5. I caused my firm to charge attorney's fees in this case at the rate of \$120.00 per hour, and to bill paralegal fees at the rate of \$70.00 per hour. I believe that such rates are reasonable for such legal services, and are in line with the customary rates in the State of Utah for this type of case.

6. Through November 7, 2003, my Firm has expended approximately 151.50 hours in the preparation and presentation of this case, which I believe is a reasonable amount of time for legal services in the above entitled action. ( I note that I have rendered multiple hours without charge to my client in this particular case. I have elected to render such professional services, without charge to my client, based upon the multiple continuances which I believe were caused by Respondent in this action, and the attendant attorney's fees and costs which this has created for my client.)

7. I have reviewed the time records maintained in my office. I have also considered the elements set forth in Rule 1.5, Revised Rules of Professional Conduct of the Utah State Bar, the provisions of which are incorporated herein by reference. After such review, I believe that the attorney's fees charged to my client through November 7, 2003 are reasonable. These fees are \$15,200.96 (151.50 hours at \$120.00 and at \$70.00 per hour). I have attached a detailed listing of my office's fees as Exhibit "A" to this Affidavit, and I hereby incorporate the same herein by this reference. Further, Petitioner was required to expend costs through my office through the date of November 7, 2003 in the amount of \$816.48, bringing the combined amount of attorney's fees and costs through my office to \$16,017.44. I have attached a detailed listing of my office's costs as

Exhibit "B" to this Affidavit, and I hereby incorporate the same herein by this reference.

8. In addition, Petitioner was required to incur additional fees outside of my office in relation to this litigation in the amount of \$3,587.36. Specifically, Petitioner incurred a \$602.36 fee in relation to the deposition (initiated by Respondent not Petitioner), a \$200.00 appraisal fee in regard to the marital real property, a \$600.00 appraisal fee in regard to the marital personal property, a fee in the amount of \$1,585.00 for the services of Dr. Carol Gage (based upon a theory initiated by Respondent), and a fee in the amount of \$600.00 in relation to trial witness Dr. John Matthews (incurred in relation to Respondent's unemployment.)

9. I respectfully ask the Court to consider the foregoing facts in issuing its findings and decision in the above referenced matter.

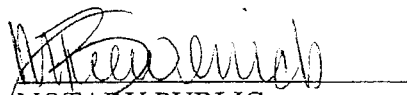
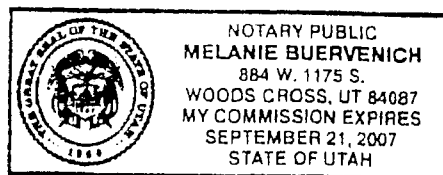
DATED this 12 day of November, 2003.

CRAMER, CRAMER & ADAIR, L.L.C.



Douglas D. Adair  
Attorney for Petitioner

On the 12 day of November, 2003, personally appeared before me Douglas D. Adair, who being first duly sworn upon oath, acknowledged to me that said individual has read the foregoing Affidavit of Attorney's Fees and Costs, believes the contents thereof, and executed the same of said individual's free act and desire.

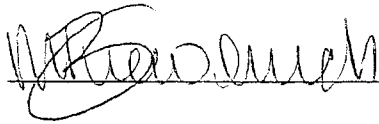
  
NOTARY PUBLIC

**CERTIFICATE OF SERVICE**

I hereby certify that on this 12 day of November, 2003, I served a true and correct copy of the foregoing Affidavit upon the following parties via U.S. mail:

Stephen D. Spencer  
Attorney for Respondent  
45 East Vine Street  
Murray, Utah 84107

Albert B. Blosch  
Petitioner  
468 North Frontage Road  
North Salt Lake, Utah 84054



A handwritten signature in dark ink, appearing to read "Albert B. Blosch", is written over a horizontal line.

**EXHIBIT “A”**

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 1

Selection Criteria

Slip Classification Open  
Client (hand select) Include: BlosschDivorce  
Slip Transaction Ty 1 - 1

Rate Info - identifies rate source and level

Slip ID			Timekeeper	Units	Rate	Slip Value
Dates and Time			Activity	DNB Time	Rate Info	
Posting Status			Client	Est. Time	Bill Status	
Description			Reference	Variance		
11124	TIME		Doug	1.00	120.00	120.00
6/21/2002			Meeting	0.00	T	
Billed	G:3738	6/28/2002	BlosschDivorce	0.00		
Meeting with client, open file, and initial draft of divorce petition.				0.00		
11102	TIME		Amanda	0.10	70.00	7.00
6/21/2002			Draft	0.00	T@1	
Billed	G:3738	6/28/2002	BlosschDivorce	0.00		
Rough draft of Divorce Petition.				0.00		
11423	TIME		Amanda	3.00	70.00	210.00
6/26/2002			Revise	0.00	T@1	
Billed	G:3738	6/28/2002	BlosschDivorce	0.00		
Revisions to Petition for Divorce.				0.00		
11427	TIME		Amanda	0.10	70.00	7.00
6/26/2002			Draft	0.00	T@1	
Billed	G:3738	6/28/2002	BlosschDivorce	0.00		
Draft of Summons.				0.00		
11429	TIME		Amanda	0.40	70.00	28.00
6/26/2002			Draft	0.00	T@1	
Billed	G:3738	6/28/2002	BlosschDivorce	0.00		
Retyped Divorce Petition.				0.00		
11432	TIME		Amanda	0.20	70.00	14.00
6/26/2002			Draft	0.00	T@1	
Billed	G:3738	6/28/2002	BlosschDivorce	0.00		
Finalized Petition for Divorce and Summons.				0.00		
11441	TIME		Amanda	0.10	70.00	7.00
6/27/2002			Client Dvlp	0.00	T@1	
Billed	G:3738	6/28/2002	BlosschDivorce	0.00		
Spoke with client re: signing documents and drafting property division list.				0.00		

185



11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 2

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
11451	Amanda	0.30	70.00	21.00
TIME	Meeting	0.00	T@1	
6/27/2002	BloschDivorce	0.00		
Billed		0.00		
G:3738				
6/28/2002				
Met with client to obtain signature on documents. Retyped property list.		0.00		
11579	Doug	0.30	120.00	36.00
TIME	Review	0.00	C@1	
7/3/2002	BloschDivorce	0.00		
Billed		0.00		
G:3770				
7/15/2002				
Review conformed complaint received from court, draft 20 day summons and transmittal letter to client.		0.00		
11596	Doug	0.10	120.00	12.00
TIME	Follow up	0.00	C@1	
7/5/2002	BloschDivorce	0.00		
Billed		0.00		
G:3770				
7/15/2002				
Follow up telephone call to constable regarding service of documents.		0.00		
11768	Doug	0.10	120.00	12.00
TIME	Follow up	0.00	C@1	
7/10/2002	BloschDivorce	0.00		
Billed		0.00		
G:3770				
7/15/2002				
Follow up with paralegal to determine status of service on Respondent.		0.00		
11840	Amanda	0.10	70.00	7.00
TIME	Phone client	0.00	C@2	
7/10/2002	BloschDivorce	0.00		
Billed		0.00		
G:3770				
7/15/2002				
Phone call with process server to check on service.		0.00		
12043	Doug	0.50	120.00	60.00
TIME	Draft	0.00	C@1	
7/12/2002	BloschDivorce	0.00		
Billed		0.00		
G:3996				
8/8/2002				
Calendar default date and draft follow up status letter to client.		0.00		
11854	Amanda	0.10	70.00	7.00
TIME	Correspondenc	0.00	C@2	
7/12/2002	BloschDivorce	0.00		
Billed		0.00		
G:3770				
7/15/2002				
Letter to client.		0.00		
11870	Doug	0.30	120.00	36.00
TIME	Phone client	0.00	C@1	
7/12/2002	BloschDivorce	0.00		
Billed		0.00		
G:3770				
7/15/2002				
Calendar default date and draft status letter to client.		0.00		

106

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 3

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
11923	Amanda	0.10	70.00	7.00
7/15/2002	Draft	0.00	C@2	
Billed	BloschDivorce	0.00		
G:3996				
8/8/2002				
Finalized letter to client.		0.00		
12165	Doug	1.00	120.00	120.00
7/30/2002	Meeting	0.00	C@1	
Billed	BloschDivorce	0.00		
G:3996				
8/8/2002				
In office meeting with client to discuss outstanding issues, telephone conference with opposing attorney and opposing party, draft letter to opposing counsel regarding mediation request, and rough draft first set of interrogatories and requests for production of documents.		0.00		
12182	Doug	0.20	120.00	24.00
7/30/2002	Review	0.00	C@1	
Billed	BloschDivorce	0.00		
G:3996				
8/8/2002				
Review motion for order to show cause, supporting affidavit, and order to show cause documents received from opposing counsel.		0.00		
12191	Doug	1.00	120.00	120.00
7/31/2002	Follow up	0.00	C@1	
Billed	BloschDivorce	0.00		
G:3996				
8/8/2002				
Follow up review of pleadings and in office meeting with client to chart response.		0.00		
12198	Doug	0.50	120.00	60.00
7/31/2002	Draft	0.00	C@1	
Billed	BloschDivorce	0.00		
G:3996				
8/8/2002				
Draft follow up letter to opposing counsel and first set of interrogatories (and review interrogatories submitted by opposing party next day).		0.00		
12273	Doug	0.30	120.00	36.00
8/2/2002	Research	0.00	C@1	
Billed	BloschDivorce	0.00		
G:3996				
8/8/2002				
Perform research on alimony issue (next day).		0.00		
12429	Doug	1.00	120.00	120.00
8/6/2002	Draft	0.00	C@1	
Billed	BloschDivorce	0.00		
G:4006				
8/15/2002				
Draft first set of interrogatories and requests for production of documents.		0.00		

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 4

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
12433	TIME	Doug	1.10	120.00	132.00
8/7/2002		Draft	0.00	C@1	
Billed	G:4006 8/15/2002	BloschDivorce	0.00		
Draft reply to counterclaim, draft motion for temporary orders, rough supporting memorandum, rough supporting affidavit, transmittal letter to opposing counsel, and status letter to client.			0.00		
12496	TIME	Amanda	0.20	70.00	14.00
8/7/2002		Prep Pleadings	0.00	C@2	
Billed	G:4006 8/15/2002	BloschDivorce	0.00		
Prepared Certificates of Service.			0.00		
12499	TIME	Amanda	0.50	70.00	35.00
8/7/2002		Phone client	0.00	C@2	
Billed	G:4006 8/15/2002	BloschDivorce	0.00		
Delivered Interrogatories to opposing counsel.			0.00		
12502	TIME	Amanda	0.60	70.00	42.00
8/8/2002		Draft	0.00	C@2	
Billed	G:4006 8/15/2002	BloschDivorce	0.00		
Draft of Motion for Temporary Orders, Memorandum in Support, Notice of hearing, Affidavit in Support, Reply to Counterclaim, letter to client and letter to opposing counsel.			0.00		
12408	TIME	Doug	0.30	120.00	36.00
8/9/2002		Revise	0.00	C@1	
Billed	G:4006 8/15/2002	BloschDivorce	0.00		
Revise letter to opposing counsel and calendar dates.			0.00		
12513	TIME	Amanda	0.10	70.00	7.00
8/9/2002		Draft	0.00	C@2	
Billed	G:4006 8/15/2002	BloschDivorce	0.00		
Finalized letter to opposing counsel.			0.00		
12594	TIME	Doug	0.10	120.00	12.00
8/13/2002		Phone client	0.00	C@1	
Billed	G:4006 8/15/2002	BloschDivorce	0.00		
Return phone call to opposing counsel.			0.00		
12669	TIME	Doug	0.50	120.00	60.00
8/15/2002		Conference	0.00	C@1	
Billed	G:4225 9/9/2002	BloschDivorce	0.00		
Conference with opposing counsel regarding potential mediation and follow up telephone			0.00		

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 5

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
call to client regarding discovery and further strategy.				
12860	Jen	0.10	70.00	7.00
8/20/2002	Phone client	0.00	C@2	
Billed	BloschDivorce	0.00		
Call with client.		0.00		
12945	Doug	5.00	120.00	600.00
8/27/2002	Research	0.00	C@1	
Billed	BloschDivorce	0.00		
Research file materials and draft extended Affidavit of Albert Blosch.		0.00		
12946	Doug	2.00	0.00	0.00
8/27/2002	Meeting	0.00	C	
Billed	BloschDivorce	0.00		
Meeting with Albert Blosch, revise affidavit, perform legal research and prepare for hearing.		0.00		
12997	Amanda	0.70	70.00	49.00
8/29/2002	Revise	0.00	C@2	
Billed	BloschDivorce	0.00		
Revisions to Reply, Motion and Affidavit, letter to client.		0.00		
12999	Amanda	0.80	70.00	56.00
8/29/2002	Draft	0.00	C@2	
Billed	BloschDivorce	0.00		
Drafting Answer to Interrogatories.		0.00		
13003	Amanda	0.50	70.00	35.00
8/30/2002	Draft	0.00	C@2	
Billed	BloschDivorce	0.00		
Worked on Answers to Interrogatories.		0.00		
13004	Amanda	0.50	70.00	35.00
8/30/2002	Draft	0.00	C@2	
Billed	BloschDivorce	0.00		
Continued work on Answers to Interrogatories.		0.00		
13005	Amanda	0.50	70.00	35.00
8/30/2002	Client Dvlp	0.00	C@2	
Billed	BloschDivorce	0.00		
Delivered documents to opposing counsel and court.		0.00		

189

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 6

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
13252	Doug	2.00	120.00	240.00
8/30/2002	Draft	0.00	C@1	
Billed	BloschDivorce	0.00		
G:4245 9/16/2002		0.00		
Draft follow up revisions to affidavit and motion for temporary orders and follow up review with client.				
13294	Amanda	0.40	70.00	28.00
9/3/2002	Draft	0.00	C@2	
Billed	BloschDivorce	0.00		
G:4245 9/16/2002		0.00		
Worked on Answers to Interrogatories.				
13296	Amanda	0.30	70.00	21.00
9/3/2002	Phone client	0.00	C@2	
Billed	BloschDivorce	0.00		
G:4245 9/16/2002		0.00		
Phone call with client and finalized Answers to Interrogatories.				
13278	Doug	0.40	120.00	48.00
9/4/2002	Follow up	0.00	C@1	
Billed	BloschDivorce	0.00		
G:4245 9/16/2002		0.00		
Follow up meeting with client regarding outstanding issues, follow up with opposing counsel (previous day) regarding outstanding issues, and draft courtesy copy letter next day to client.				
13301	Amanda	0.20	70.00	14.00
9/4/2002	Review	0.00	C@2	
Billed	BloschDivorce	0.00		
G:4245 9/16/2002		0.00		
Reviewed Interrogatories with client.				
13194	Doug	0.20	120.00	-24.00
9/5/2002	Draft	0.00	C@1	
Billed	BloschDivorce	0.00		
G:4225 9/9/2002		0.00		
Finalize courtesy copy letter to court.				
13305	Amanda	0.20	70.00	14.00
9/5/2002	Draft	0.00	C@2	
Billed	BloschDivorce	0.00		
G:4245 9/16/2002		0.00		
Drafted courtesy copy letter to Judge and prepared documents.				
13345	Doug	0.30	70.00	21.00
9/6/2002	Review	0.00	C@2	
Billed	BloschDivorce	0.00		
G:4245 9/16/2002		0.00		
Review supplemental affidavit of opposing party (next day) and meeting with client to transmit affidavit.				

190

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 7

Slip ID	Timekeeper	Units	Rate	Slip Value	
Dates and Time	Activity	DNB Time	Rate Info		
Posting Status	Client	Est. Time	Bill Status		
Description	Reference	Variance			
13422	TIME	Doug	0.30	120.00	36.00
9/9/2002	Preparation	0.00	C@1		
Billed	G:4245 9/16/2002	BloschDivorce	0.00		
Prepare for hearing and follow up telephone conference with opposing counsel regarding outstanding issues.					
13432	TIME	Doug	3.20	120.00	384.00
9/10/2002	Preparation	0.00	C@1		
Billed	G:4245 9/16/2002	BloschDivorce	0.00		
Prepare for hearing, draft motion to continue, telephone conference with opposing counsel regarding continuance, appear at hearing, and return travel from court.					
13471	TIME	Doug	0.20	120.00	24.00
9/11/2002	Draft	0.00	C@1		
Billed	G:4245 9/16/2002	BloschDivorce	0.00		
Draft order of continuance and temporary order.					
13710	TIME	Doug	0.50	120.00	60.00
9/17/2002	Review	0.00	C@1		
Billed	G:4344 10/1/2002	BloschDivorce	0.00		
Review discovery submitted by opposing counsel, draft follow up courtesy copy letter to judge, and draft appearance of counsel.					
13690	TIME	Doug	0.30	120.00	36.00
9/19/2002	Follow up	0.00	C@1		
Billed	G:4344 10/1/2002	BloschDivorce	0.00		
Follow up telephone conference with client regarding case status.					
13784	TIME	Amanda	0.50	70.00	35.00
9/19/2002	Draft	0.00	C@2		
Billed	G:4344 10/1/2002	BloschDivorce	0.00		
Draft Order on OSC, Supplemental Affidavit and courtesy copy letter to Judge.					
13825	TIME	Doug	0.10	120.00	12.00
9/24/2002	Follow up	0.00	C@1		
Billed	G:4344 10/1/2002	BloschDivorce	0.00		
Follow up telephone conference with court regarding case status.					
13836	TIME	Doug	0.10	120.00	12.00
9/24/2002	Follow up	0.00	C@1		
Billed	G:4344 10/1/2002	BloschDivorce	0.00		

11/12/2003

9:50 AM

CRAMER, CRAMER &amp; ADAIR, L.L.C.

Slip Listing

Page

8

Slip ID	Dates and Time	Timekeeper Activity	Units	Rate	Slip Value
Posting Status		Client	DNB Time	Rate Info	
Description		Reference	Est. Time	Bill Status	
			Variance		
		Follow up telephone conference with court regarding case status.	0.00		
13928	TIME	Amanda	0.40	70.00	28.00
9/25/2002		Preparation	0.00	C@2	
Billed	G:4344 10/1/2002	BloschDivorce	0.00		
		Prepared and delivered courtesy copy to Judge.	0.00		
13997	TIME	Doug	1.00	120.00	120.00
9/26/2002		Follow up	0.00	C@1	
Billed	G:4344 10/1/2002	BloschDivorce	0.00		
		Follow up with Stevens Henager College and draft subpoena in order to obtain information.	0.00		
13991	TIME	Doug	3.00	120.00	360.00
9/27/2002		Preparation	0.00	C@1	
Billed	G:4344 10/1/2002	BloschDivorce	0.00		
		Extended preparation for hearing, prehearing meeting with client, review interrogatories, conduct hearing, follow up meeting with opposing counsel to obtain items and discuss resolution, and return travel from court.	0.00		
14147	TIME	Doug	0.20	120.00	24.00
9/30/2002		Follow up	0.00	C@1	
Billed	G:4455 10/11/2002	BloschDivorce	0.00		
		Follow up in office meeting with client to take information on verification of attorney's fees.	0.00		
14210	TIME	Doug	0.10	120.00	12.00
10/1/2002		Follow up	0.00	C@1	
Billed	G:4455 10/11/2002	BloschDivorce	0.00		
		Follow up telephone call to mediator to schedule mediation.	0.00		
14223	TIME	Doug	0.10	120.00	12.00
10/2/2002		Follow up	0.00	C@1	
Billed	G:4455 10/11/2002	BloschDivorce	0.00		
		Follow up telephone conference with mediator regarding inability to schedule due to withdrawal of opposing counsel.	0.00		
14366	TIME	Amanda	0.30	70.00	21.00
10/4/2002		Draft	0.00	C@2	
Billed	G:4455 10/11/2002	BloschDivorce	0.00		
		Drafted letter to client and Notice to Appear or Appear.	0.00		

192

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 9

Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value
	Posting Status	Activity	DNB Time	Rate Info	
	Description	Client	Est. Time	Bill Status	
		Reference	Variance		
14407	TIME	Doug	1.20	120.00	144.00
	10/10/2002	Draft	0.00	C@1	
	Billed G:4698 11/4/2002	BloschDivorce	0.00		
	Continue draft of reply to objection and cross objection, telephone conference with court clerk draft request for pretrial conference and status letter to client.		0.00		
14581	TIME	Amanda	0.10	0.00	0.00
	10/11/2002	Client Dvlp	0.00	C	
	Billed G:4698 11/4/2002	BloschDivorce	0.00		
	Finalized letter to client.		0.00		
14697	TIME	Doug	1.00	120.00	120.00
	10/11/2002	Draft	0.00	C@1	
	Billed G:4698 11/4/2002	BloschDivorce	0.00		
	Draft status letter to client, reply to objection, letter to opposing counsel, and request for pretrial objection.		0.00		
14659	TIME	Doug	0.20	120.00	24.00
	10/15/2002	Follow up	0.00	C@1	
	Billed G:4698 11/4/2002	BloschDivorce	0.00		
	Follow up office conference with client to discuss outstanding issues.		0.00		
14833	TIME	Amanda	0.50	0.00	0.00
	10/17/2002	Draft	0.00	C	
	Billed G:4698 11/4/2002	BloschDivorce	0.00		
	Drafted Order on Order to Show Cause.		0.00		
14842	TIME	Doug	0.30	120.00	36.00
	10/18/2002	Revise	0.00	C@1	
	Billed G:4698 11/4/2002	BloschDivorce	0.00		
	Revise and finalize pretrial conference request and submit to court.		0.00		
14940	TIME	Doug	0.20	120.00	24.00
	10/21/2002	Follow up	0.00	C@1	
	Billed G:4698 11/4/2002	BloschDivorce	0.00		
	Follow up telephone conference with court to obtain pretrial hearing date.		0.00		
14969	TIME	Doug	0.20	0.00	0.00
	10/23/2002	Follow up	0.00	C	
	Billed G:4698 11/4/2002	BloschDivorce	0.00		
	Follow up telephone conference with client regarding case status and rough draft documents.		0.00		

193



11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 10

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
15003	Doug	0.30	120.00	36.00
TIME				
10/24/2002	Revise	0.00	C@1	
Billed				
G:4698	BloschDivorce	0.00		
11/4/2002				
Revise and finalize documents.		0.00		
15119	Amanda	0.60	70.00	42.00
TIME				
10/24/2002	Draft	0.00	C@2	
Billed				
G:4698	BloschDivorce	0.00		
11/4/2002				
Drafted letter to client, notice of hearing, motion for bifurcated divorce, supplemental answers to interrogatories and second set of interrogatories.		0.00		
14995	Doug	0.20	120.00	24.00
TIME				
10/25/2002	Revise	0.00	C@1	
Billed				
G:4698	BloschDivorce	0.00		
11/4/2002				
Revise and finalize reply to objection.		0.00		
15603	Doug	3.00	120.00	360.00
TIME				
11/5/2002	Preparation	0.00	C@1	
Billed				
G:4721	BloschDivorce	0.00		
11/15/2002				
Extended preparation for objection hearing, pre-hearing meeting with client, conduct hearing, and return travel from court.		0.00		
15650	Doug	0.10	120.00	12.00
TIME				
11/6/2002	Review	0.00	C@1	
Billed				
G:4721	BloschDivorce	0.00		
11/15/2002				
Revise and finalize transmittal letter to client.		0.00		
15721	Amanda	0.30	70.00	21.00
TIME				
11/6/2002	Draft	0.00	C@2	
Billed				
G:4721	BloschDivorce	0.00		
11/15/2002				
Drafted letter to client and opposing counsel.		0.00		
15725	Amanda	0.10	70.00	7.00
TIME				
11/6/2002	Draft	0.00	C@2	
Billed				
G:4721	BloschDivorce	0.00		
11/15/2002				
Finalize letter to client and to opposing counsel.		0.00		
16201	Doug	0.10	120.00	12.00
TIME				
11/18/2002	Review	0.00	C@1	
Billed				
G:4861	BloschDivorce	0.00		
11/29/2002				
Review information submitted by client in regard to release of actions.		0.00		

194

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 11

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
16754	Doug	1.00	120.00	120.00
12/3/2002	Draft	0.00	C@1	
Billed	BloschDivorce	0.00		
G:4992		0.00		
12/16/2002				
Continue motion for bifurcated decree of divorce and transmit to court.				
16800	Doug	0.20	120.00	24.00
12/5/2002	Preparation	0.00	C@1	
Billed	BloschDivorce	0.00		
G:4992		0.00		
12/16/2002				
Prepare for pretrial conference.				
16949	Doug	1.50	120.00	180.00
12/9/2002	Preparation	0.00	C@1	
Billed	BloschDivorce	0.00		
G:4992		0.00		
12/16/2002				
Prepare for pretrial conference by organizing reviewing and assembling documents, trip to court, conduct pretrial conference, and return travel from court.				
16958	Doug	0.20	120.00	24.00
12/10/2002	Follow up	0.00	C@1	
Billed	BloschDivorce	0.00		
G:4992		0.00		
12/16/2002				
Follow up telephone conference with opposing attorney to streamline procedure and telephone conference with Debbi Taylor to schedule domestic conference.				
17178	Amanda	0.10	70.00	7.00
12/10/2002	Draft	0.00	C@2	
Billed	BloschDivorce	0.00		
G:4992		0.00		
12/16/2002				
Drafted letter to client.				
16973	Doug	0.20	120.00	24.00
12/11/2002	Phone client	0.00	C@1	
Billed	BloschDivorce	0.00		
G:4992		0.00		
12/16/2002				
Two follow up telephone conferences to opposing party regarding simplification of case and issues.				
17607	Doug	0.30	120.00	36.00
12/19/2002	Phone client	0.00	C@1	
Billed	BloschDivorce	0.00		
G:5130		0.00		
1/2/2003				
Telephone conference with opposing counsel regarding informal discovery process and cancellation of domestic conference.				

195

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 12

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
17505	Amanda	0.20	70.00	14.00
12/24/2002	Correspondenc	0.00	C@2	
Billed	BloschDivorce	0.00		
G:5130		0.00		
1/2/2003				
Letter to opposing counsel.				
18024	Doug	0.20	120.00	24.00
1/8/2003	Review	0.00	C@1	
Billed	BloschDivorce	0.00		
G:5263		0.00		
1/15/2003				
Review documents and follow up office conference with client.				
18183	Doug	0.20	120.00	24.00
1/10/2003	Follow up	0.00	C@1	
Billed	BloschDivorce	0.00		
G:5263		0.00		
1/15/2003				
Follow up conference with opposing counsel regarding case status.				
18631	Doug	0.10	120.00	12.00
1/21/2003	Review	0.00	C@1	
Billed	BloschDivorce	0.00		
G:5400		0.00		
1/31/2003				
Review transmittal letter of attorney previous day.				
18772	Doug	2.80	120.00	336.00
1/24/2003	Review	0.00	C@1	
Billed	BloschDivorce	0.00		
G:5400		0.00		
1/31/2003				
Review documents to determine all documents necessary for trial, draft extended letter to opposing counsel with request for documents, draft letter to client, telephone call with client, and follow up telephone conference with opposing counsel.				
18780	Doug	2.00	120.00	240.00
1/27/2003	Client Dvlp	0.00	C@1	
Billed	BloschDivorce	0.00		
G:5400		0.00		
1/31/2003				
Continued organization of materials to prepare case for trial, draft status letter to client, and letter to opposing party.				
18907	Doug	0.70	120.00	84.00
1/28/2003	Follow up	0.00	C@1	
Billed	BloschDivorce	0.00		
G:5400		0.00		
1/31/2003				
Follow up telephone conference with opposing counsel to arrange for deposition, draft confirmation letter to opposing counsel, and prepare for deposition.				

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 13

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
19181	Doug	0.30	120.00	36.00
2/3/2003	Follow up	0.00	C@1	
Billed	BloschDivorce	0.00		
G:5529 2/7/2003		0.00		
Follow up office conference with client, and review, organize and assemble documents.				
19396	Amanda	0.10	70.00	7.00
2/4/2003	Phone client	0.00	C@2	
Billed	BloschDivorce	0.00		
G:5643 2/18/2003		0.00		
Spoke with opposing counsel's office re: deposition.				
19328	Doug	2.00	0.00	0.00
2/5/2003	Preparation	0.00	C	
Billed	BloschDivorce	0.00		
G:5643 2/18/2003		0.00		
Extended preparation for deposition.				
19337	Doug	3.70	120.00	444.00
2/6/2003	Client Dvlp	0.00	C@1	
Billed	BloschDivorce	0.00		
G:5643 2/18/2003		0.00		
Travel to Ogden, conduct depositions, and return travel from court.				
19336	Doug	3.00	0.00	0.00
2/6/2003	Preparation	0.00	C	
Billed	BloschDivorce	0.00		
G:5643 2/18/2003		0.00		
Extended preparation for deposition, review file materials, and draft outline of questions.				
19421	Amanda	0.30	70.00	21.00
2/7/2003	Correspondenc	0.00	C@2	
Billed	BloschDivorce	0.00		
G:5643 2/18/2003		0.00		
Letter to client. Finalized letter, call to mediator.				
19559	Doug	0.30	120.00	36.00
2/10/2003	Phone client	0.00	C@1	
Billed	BloschDivorce	0.00		
G:5643 2/18/2003		0.00		
Telephone conference with opposing counsel regarding outstanding issues and continuation of mediation and follow up telephone conference with client.				
19561	Doug	0.30	120.00	36.00
2/11/2003	Review	0.00	C@1	
Billed	BloschDivorce	0.00		
G:5643 2/18/2003		0.00		
Review deposition transcript and prepare for pretrial conference.				

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 14

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
19746	TIME			Doug	1.30	0.00	0.00
	2/11/2003			Research	0.00	C	
	Billed	G:5643	2/18/2003	BloschDivorce	0.00		
			Perform extended research to determine current alimony standard.		0.00		
19756	TIME			Doug	2.50	0.00	0.00
	2/12/2003			Preparation	0.00	C	
	Billed	G:5643	2/18/2003	BloschDivorce	0.00		
			Extended preparation for court hearing, perform legal research on quadro issues.		0.00		
19757	TIME			Doug	1.00	120.00	120.00
	2/12/2003			Court	0.00	C@1	
	Billed	G:5643	2/18/2003	BloschDivorce	0.00		
			Attend pretrial conference and return travel from court.		0.00		
19784	TIME			Doug	0.20	120.00	24.00
	2/17/2003			Draft	0.00	C@1	
	Billed	G:5792	3/5/2003	BloschDivorce	0.00		
			Draft of Order on Pretrial.		0.00		
20050	TIME			Amanda	0.20	70.00	14.00
	2/18/2003			Draft	0.00	C@2	
	Billed	G:5792	3/5/2003	BloschDivorce	0.00		
			Draft of Order on Pretrial.		0.00		
20059	TIME			Amanda	0.50	70.00	35.00
	2/19/2003			Phone client	0.00	C@2	
	Billed	G:5792	3/5/2003	BloschDivorce	0.00		
			Call with client and opposing counsel. Call with mediator and client.		0.00		
20061	TIME			Amanda	0.50	70.00	35.00
	2/19/2003			Phone client	0.00	C@2	
	Billed	G:5792	3/5/2003	BloschDivorce	0.00		
			Call with opposing counsel and mediator re: mediation dates. Printed docket.		0.00		
20063	TIME			Amanda	0.30	70.00	21.00
	2/20/2003			Draft	0.00	C@2	
	Billed	G:5792	3/5/2003	BloschDivorce	0.00		
			Finalized Order on Second Pretrial Hearing.		0.00		

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 15

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
20538	Jen	0.20	70.00	14.00
2/27/2003	Draft	0.00	C@2	
Billed	BloschDivorce	0.00		
G:5792		0.00		
3/5/2003				
Letter to citicorp reporters.				
20504	Amanda	0.40	70.00	28.00
2/27/2003	Draft	0.00	C@2	
Billed	BloschDivorce	0.00		
G:5792		0.00		
3/5/2003				
Draft letter to opposing counsel, witness list, exhibit list, subpoena.				
20266	Doug	1.50	120.00	180.00
2/27/2003	Follow up	0.00	C@1	
Billed	BloschDivorce	0.00		
G:5792		0.00		
3/5/2003				
Follow up telephone calls to obtain real estate appraiser information, personal property information, follow up to registrar of Westminister College, draft witness and exhibit list, and prepare for trial.				
20550	Doug	0.60	120.00	72.00
3/3/2003	Phone client	0.00	C@1	
Billed	BloschDivorce	0.00		
G:5792		0.00		
3/5/2003				
Telephone conference with John Matthews of Utah Department of Labor to arrange for expert witness in case, review resume, and two follow up telephone calls.				
21505	Doug	0.10	120.00	12.00
3/17/2003	Phone client	0.00	C@1	
Billed	BloschDivorce	0.00		
G:6084		0.00		
4/2/2003				
Telephone call to opposing counsel regarding case status.				
21596	Amanda	0.20	0.00	0.00
3/17/2003	Correspondenc	0.00	C	
Billed	BloschDivorce	0.00		
G:6084		0.00		
4/2/2003				
Letter to client and opposing counsel.				
21516	Doug	0.10	120.00	12.00
3/18/2003	Phone client	0.00	C@1	
Billed	BloschDivorce	0.00		
G:6084		0.00		
4/2/2003				
Telephone conference with opposing counsel regarding outstanding issues and review discovery information.				
21582	Doug	0.30	120.00	36.00
3/19/2003	Follow up	0.00	C@1	
Billed	BloschDivorce	0.00		
G:6084				
4/2/2003				

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 16

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Follow up meeting with client in office, discuss outstanding issues.		0.00		
21788 TIME	Doug	0.30	120.00	36.00
3/20/2003	Phone client	0.00	C@1	
Billed G:6084 4/2/2003	BloschDivorce	0.00		
Telephone conference with client and draft letter to client regarding case status.		0.00		
21802 TIME	Doug	0.20	120.00	24.00
3/25/2003	Phone client	0.00	C@1	
Billed G:6084 4/2/2003	BloschDivorce	0.00		
Telephone conference with opposing counsel regarding request for extension to mediation.		0.00		
22006 TIME	Amanda	0.30	0.00	0.00
3/25/2003	Phone client	0.00	C	
Billed G:6084 4/2/2003	BloschDivorce	0.00		
Phone call with client. Call with opposing counsel and mediator.		0.00		
22636 TIME	Doug	0.20	120.00	24.00
4/8/2003	Phone client	0.00	C@1	
Billed G:6119 4/15/2003	BloschDivorce	0.00		
Telephone conference with opposing counsel regarding case status and regarding mediation.		0.00		
22842 TIME	Amanda	0.10	70.00	7.00
4/8/2003	Phone client	0.00	C@2	
Billed G:6119 4/15/2003	BloschDivorce	0.00		
Call to Citicourt re: invoice.		0.00		
22642 TIME	Doug	4.10	120.00	492.00
4/9/2003	Preparation	0.00	C@1	
Billed G:6119 4/15/2003	BloschDivorce	0.00		
Extended preparation for mediation meeting, special trip to Ogden to conduct mediation, conduct mediation, and return travel.		0.00		
23108 TIME	Doug	0.10	120.00	12.00
4/10/2003	Phone client	0.00	C@1	
Billed G:6119 4/15/2003	BloschDivorce	0.00		
Telephone conference with opposing counsel regarding case status.		0.00		

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 17

Slip ID	Timekeeper	Units	Rate	Slip Value	
Dates and Time	Activity	DNB Time	Rate Info		
Posting Status	Client	Est. Time	Bill Status		
Description	Reference	Variance			
22856	TIME	Amanda	0.50	70.00	35.00
4/11/2003	Draft		0.00	C@2	
Billed	G:6119	4/15/2003	BloschDivorce	0.00	
Draft letter to client, opposing counsel, draft subpoenas and letters.			0.00		
23101	TIME	Doug	0.30	120.00	36.00
4/14/2003	Follow up		0.00	C@1	
Billed	G:6119	4/15/2003	BloschDivorce	0.00	
Follow up to arrange appointment with Dr. Carol Gage.			0.00		
<hr/>					
Grand Total					
	Billable	82.70			7672.00
	Unbillable	0.00			0.00
	Total	82.70			7672.00



11/12/2003  
9:46 AM

Cramer, Cramer & Adair, L.L.C.  
Slip Listing

Page 1

---

Selection Criteria

---

Slip Classification Open  
Client (hand select) Include: Bloesch, Albert  
Slip Transaction Ty 1 - 1

---

Rate Info - identifies rate source and level

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
181	TIME			Amanda	0.20	70.00	13.98
	4/14/2003	3:04 PM		No Activity	0.00	T@1	
	Billed	G:20006	4/29/2003	Bloesch, Albert	0.00		
			Left message for Carol Gauge re: rescheduling appointment.		0.00		
174	TIME			Amanda	0.30	70.00	21.00
	4/14/2003	9:35 AM		No Activity	0.00	T@1	
	Billed	G:20006	4/29/2003	Bloesch, Albert	0.00		
			Finished drafting subpoenas and letters.		0.00		
239	TIME			Amanda	0.30	70.00	21.00
	4/18/2003	3:31 PM		No Activity	0.00	T@1	
	Billed	G:20006	4/29/2003	Bloesch, Albert	0.00		
			Draft letter to appraiser.		0.00		
354	TIME			Douglas Adair	3.00	120.00	360.00
	4/18/2003			Prepare opinion	0.00	C@1	
	Billed	G:20006	4/29/2003	Bloesch, Albert	0.00		
			Extended preparation for trial by finalizing witness list, subpoena documents, and organizing documents for trial.		0.00		
660	TIME			Amanda	0.90	70.00	63.00
	4/21/2003	9:24 AM		No Activity	0.00	T@1	
	Billed	G:20006	4/29/2003	Bloesch, Albert	0.00		
			Finalize Subpoenas and letters to witnesses. Draft Acceptances of Service and two additional letters.		0.00		
611	TIME			AdairDouglas	1.00	120.00	120.00
	4/22/2003	3:00 PM		No Activity	0.00	T	
	Billed	G:20006	4/29/2003	Bloesch, Albert	0.00		
			Telephone conference with various parties regarding outstanding issues and arrange for appraisal and other matters.		0.00		

202

11/12/2003  
9:46 AM

Cramer, Cramer & Adair, L.L.C.  
Slip Listing

Page 2

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
597	TIME	0.30	120.00	36.00
4/25/2003	2:02 PM	0.00	T	
Billed	G:20006 4/29/2003	0.00		
Multiple telephone conferences with client and opposing counsel's office to cancel trial.		0.00		
1403	TIME	0.30	120.00	36.00
4/28/2003	10:53 AM	0.00	T	
Billed	G:20181 5/15/2003	0.00		
Take necessary action to cancel appraisal and trial and follow up telephone conference with clerk.		0.00		
775	TIME	0.60	70.00	42.00
4/28/2003	11:23 AM	0.00	T@1	
Billed	G:20026 5/1/2003	0.00		
Draft Stipulation to continue trial and letter to opposing counsel. Draft Order and letter to client. Call with Greg Dewsnap's office re: disregard subpoena due to cancellation of trial.		0.00		
791	TIME	0.40	70.00	28.00
4/29/2003	1:44 PM	0.00	T@1	
Billed	G:20026 5/1/2003	0.00		
Finalize Stipulation, Order and two letters.		0.00		
1374	TIME	0.20	120.00	24.00
5/5/2003	9:08 AM	0.00	T	
Billed	G:20181 5/15/2003	0.00		
Telephone call with court clerk to verify continuation without date of trial.		0.00		
1365	TIME	0.20	120.00	24.00
5/6/2003	8:44 AM	0.00	T	
Billed	G:20181 5/15/2003	0.00		
Follow up telephone call to client regarding case status.		0.00		
2184	TIME	0.30	120.00	36.00
5/20/2003	10:41 AM	0.00	T	
Billed	G:20312 5/22/2003	0.00		
Telephone conference with client regarding case status, telephone call to court to reschedule trial, and two calls to opposing counsel's office to set trial.		0.00		

11/12/2003  
9:46 AM

Cramer, Cramer & Adair, L.L.C.  
Slip Listing

Page 3

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
2425	TIME			Amanda	0.20	70.00	13.98
	5/20/2003	11:58 AM		No Activity	0.00	T@3	
	Billed	G:20334	6/2/2003	Blosch, Albert	0.00		
			Draft letter to client.		0.00		
3076	TIME			Douglas Adair	0.50	120.00	60.00
	6/2/2003	10:18 AM		No Activity	0.00	T	
	Billed	G:20505	6/16/2003	Blosch, Albert	0.00		
			Joint telephone conference with Judge to set new hearing date, and telephone conference with opposing counsel to discuss outstanding issues, and draft status letter to client.		0.00		
3265	TIME			Amanda	0.10	70.00	7.00
	6/2/2003	10:40 AM		No Activity	0.00	T@3	
	Billed	G:20505	6/16/2003	Blosch, Albert	0.00		
			Draft letter to client.		0.00		
3484	TIME			Douglas Adair	0.30	120.00	36.00
	6/3/2003	11:47 AM		No Activity	0.00	T	
	Billed	G:20505	6/16/2003	Blosch, Albert	0.00		
			Telephone conference with opposing counsel (next day) regarding outstanding issues.		0.00		
3345	TIME			Amanda	0.10	70.00	7.00
	6/5/2003	10:04 AM		No Activity	0.00	T@3	
	Billed	G:20505	6/16/2003	Blosch, Albert	0.00		
			Telephone call to Dr. Gauge.		0.00		
3233	TIME			Douglas Adair	0.30	120.00	36.00
	6/6/2003	11:04 AM		No Activity	0.00	T	
	Billed	G:20505	6/16/2003	Blosch, Albert	0.00		
			Preparation for joint telephone conference with judge and organize documents for trial.		0.00		
3347	TIME			Amanda	0.50	70.00	35.00
	6/6/2003	4:02 PM		No Activity	0.00	T@3	
	Billed	G:20505	6/16/2003	Blosch, Albert	0.00		
			Print all subpoenas, acceptances and letters with new trial date.		0.00		
4015	TIME			Douglas Adair	0.20	120.00	24.00
	6/10/2003	11:52 AM		No Activity	0.00	T	
	Billed	G:20654	7/1/2003	Blosch, Albert	0.00		
			Follow up telephone conference with Denise Larkin regarding case status.		0.00		

11/12/2003  
9:46 AM

Cramer, Cramer & Adair, L.L.C.  
Slip Listing

Page 4

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
4225	TIME			Amanda	0.10	70.00	7.00
6/16/2003	9:51 AM			No Activity	0.00	T@3	
Billed	G:20654	7/1/2003		Blosch, Albert	0.00		
			Spoke with client re: appointment.		0.00		
3991	TIME			Douglas Adair	0.30	120.00	36.00
6/16/2003	10:41 AM			No Activity	0.00	T	
Billed	G:20654	7/1/2003		Blosch, Albert	0.00		
			Telephone conference with client (next day), telephone calls to Dr. Carol Gage and John Matthews, telephone conference with opposing counsel's office, and telephone conference with court.		0.00		
4070	TIME			Douglas Adair	0.30	120.00	36.00
6/17/2003	9:43 AM			No Activity	0.00	T	
Billed	G:20654	7/1/2003		Blosch, Albert	0.00		
			Revise and finalize and issue subpoena documents.		0.00		
4256	TIME			Amanda	0.10	70.00	7.00
6/18/2003	10:01 AM			No Activity	0.00	T@3	
Billed	G:20654	7/1/2003		Blosch, Albert	0.00		
			Letter to client. Finalize letter.		0.00		
4257	TIME			Amanda	0.30	70.00	21.00
6/18/2003	10:26 AM			No Activity	0.00	T@3	
Billed	G:20654	7/1/2003		Blosch, Albert	0.00		
			Reprint Subpoenas, Acceptances and letters with new date.		0.00		
4079	TIME			Douglas Adair	0.30	120.00	36.00
6/19/2003	10:02 AM			No Activity	0.00	T	
Billed	G:20654	7/1/2003		Blosch, Albert	0.00		
			Telephone conference with court regarding continuation of hearing, telephone conference with opposing counsel, and telephone conference with client.		0.00		
4521	TIME			Douglas Adair	1.20	120.00	144.00
6/25/2003	12:13 PM			No Activity	0.00	T	
Billed	G:20654	7/1/2003		Blosch, Albert	0.00		
			Prepare for office conference with Albert Blosch, office conference, organize exhibits, and telephone call to Doug Taylor regarding information.		0.00		

205

11/12/2003  
9:46 AM

Cramer, Cramer & Adair, L.L.C.  
Slip Listing

Page 5

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
4705	TIME	0.10	110.00	11.00
6/26/2003	5:38 PM	0.00	T@1	
Billed	G:20654 7/1/2003	0.00		
Review Utah Rules of Civil Procedure Rule 32. on use of depositions in court proceedings.	Blosch, Albert	0.00		
5260	TIME	0.10	70.00	7.00
6/30/2003	1:23 PM	0.00	T@3	
Billed	G:20801 7/16/2003	0.00		
Letter to employer.	Blosch, Albert	0.00		
5109	TIME	0.30	100.00	30.00
7/1/2003	5:31 PM	0.00	T@3	
Billed	G:20801 7/16/2003	0.00		
Continue research on use of depositions at trial re: rules of procedure and evidence.	Blosch, Albert	0.00		
5126	TIME	0.30	100.00	30.00
7/2/2003	12:08 PM	0.00	T@3	
Billed	G:20801 7/16/2003	0.00		
Draft memorandum on procedure for admitting deposition testimony into evidence at trial.	Blosch, Albert	0.00		
5111	TIME	0.70	100.00	70.00
7/2/2003	9:50 AM	0.00	T@3	
Billed	G:20801 7/16/2003	0.00		
Continue research on use of depositions at trial re: review case law.	Blosch, Albert	0.00		
4941	TIME	0.30	120.00	36.00
7/3/2003	12:27 PM	0.00	T	
Billed	G:20801 7/16/2003	0.00		
Review discovery requests received from opposing party	Blosch, Albert	0.00		
5426	TIME	0.30	70.00	21.00
7/9/2003	2:13 PM	0.00	T@3	
Billed	G:20801 7/16/2003	0.00		
Call to Dr. Gage re: appointment with Leslie. Draft letter to Patrick Dickerson.	Blosch, Albert	0.00		
5923	TIME	0.50	120.00	60.00
7/15/2003	10:58 AM	0.00	T	
Billed	G:21136 8/15/2003	0.00		
Conduct telephone conference with client and perform preparation for trial.	Blosch, Albert	0.00		

206

11/12/2003  
9:46 AM

Cramer, Cramer & Adair, L.L.C.  
Slip Listing

Page 6

Slip ID	Timekeeper	Units	Rate	Slip Value	
Dates and Time	Activity	DNB Time	Rate Info		
Posting Status	Client	Est. Time	Bill Status		
Description	Reference	Variance			
5937	TIME	Douglas Adair	0.30	120.00	36.00
7/18/2003	8:57 AM	No Activity	0.00	T	
Billed	G:21136 8/15/2003	Blosch, Albert	0.00		
Office conference with client to discuss discovery issues.			0.00		
6110	TIME	Douglas Adair	2.00	120.00	240.00
7/23/2003	8:59 AM	No Activity	0.00	T	
Billed	G:21136 8/15/2003	Blosch, Albert	0.00		
Extended preparation for trial (next day) and review, organize and assemble exhibits.			0.00		
6574	TIME	Douglas Adair	1.00	120.00	120.00
7/25/2003	1:57 PM	No Activity	0.00	T	
Billed	G:21136 8/15/2003	Blosch, Albert	0.00		
Extended trial preparation and telephone call to client regarding case status.			0.00		
6632	TIME	Amanda	1.80	70.00	126.00
7/25/2003	11:07 AM	No Activity	0.00	T@3	
Billed	G:21136 8/15/2003	Blosch, Albert	0.00		
Draft Subpoena Duces Tecum and Notice of Records Deposition to Dr. Cline and Dr. Peterson. Draft Subpoena Duces Tecum and Notice of Records Deposition to SkyWest. Draft Answer to Second Interrogatories.			0.00		
6570	TIME	Douglas Adair	1.00	120.00	120.00
7/28/2003	1:44 PM	No Activity	0.00	T	
Billed	G:21136 8/15/2003	Blosch, Albert	0.00		
Draft two separate subponeas, review file and conduct trial preparation and telephone call to client.			0.00		
6920	TIME	Douglas Adair	0.50	120.00	60.00
8/5/2003	8:20 AM	No Activity	0.00	T	
Billed	G:21136 8/15/2003	Blosch, Albert	0.00		
Finalize answers to interrogatories and requests for production of documents and in office meeting to discuss case status.			0.00		
7042	TIME	Douglas Adair	3.50	120.00	420.00
8/8/2003	9:04 AM	No Activity	0.00	T	
Billed	G:21136 8/15/2003	Blosch, Albert	0.00		
Perform extended legal research and draft opening statements and question outline in preparation for trial.			0.00		

11/12/2003  
9:46 AM

Cramer, Cramer & Adair, L.L.C.  
Slip Listing

Page 7

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
7035	TIME			Douglas Adair	2.70	120.00	324.00
	8/11/2003	8:44 AM		No Activity	0.00	T	
	Billed	G:21136	8/15/2003	Blosch, Albert	0.00		
			Extended organization of exhibits, including tax returns and pay check stubs, pull information necessary to respond to discovery requests, and perform trial preparation.		0.00		
7586	TIME			Jenn Koolhoven	0.60	70.00	42.00
	8/12/2003	2:27 PM		No Activity	0.00	T@3	
	Billed	G:21265	9/2/2003	Blosch, Albert	0.00		
			prepare docs for filing/delivery, prepare subpoena & records deposition to Skywest		0.00		
7595	TIME			Jenn Koolhoven	0.50	70.00	35.00
	8/13/2003	11:47 AM		No Activity	0.00	T@3	
	Billed	G:21265	9/2/2003	Blosch, Albert	0.00		
			revise & finalize Subpoena & Notice of Records Deposition, fax to Skywest, download docket		0.00		
7954	TIME			Douglas Adair	0.20	120.00	24.00
	8/18/2003	10:23 AM		No Activity	0.00	T	
	Billed	G:21265	9/2/2003	Blosch, Albert	0.00		
			Telephone conference with opposing counsel and client regarding case status.		0.00		
7942	TIME			Douglas Adair	0.10	120.00	12.00
	8/19/2003	10:07 AM		No Activity	0.00	T	
	Billed	G:21265	9/2/2003	Blosch, Albert	0.00		
			Review pay check stub information received from Skywest (next day).		0.00		
8169	TIME			Amanda	0.30	70.00	21.00
	8/21/2003	11:45 AM		No Activity	0.00	T@3	
	Billed	G:21265	9/2/2003	Blosch, Albert	0.00		
			Revisions to letter to Judge and Ex Parte Motion.		0.00		
8557	TIME			Amanda	0.30	70.00	21.00
	8/25/2003	11:03 AM		No Activity	0.00	T@3	
	Billed	G:21265	9/2/2003	Blosch, Albert	0.00		
			Look up numbers of witnesses to call re: trial. Left message for Carol Gage and Jerry Erkelens re: new trial date.		0.00		

208

11/12/2003  
9 46 AM

Cramer, Cramer & Adair, L L C  
Slip Listing

Page 8

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est Time	Bill Status	
Description	Reference	Variance		
8563	Amanda	0 10	70 00	7 00
8/25/2003	No Activity	0 00	T@3	
Billed	Blosch, Albert	0 00		
Telephone call to John Matthews		0 00		
8307	Douglas Adair	0 30	120 00	36 00
8/25/2003	No Activity	0 00	T	
Billed	Blosch, Albert	0 00		
Draft status letter to client and letters to various counsel		0 00		
8295	Douglas Adair	0 20	120 00	24 00
8/26/2003	No Activity	0 00	T	
Billed	Blosch, Albert	0 00		
Finalize status letter to client and subpoena packages		0 00		
8581	Amanda	0 70	70 00	49 00
8/26/2003	No Activity	0 00	T@3	
Billed	Blosch, Albert	0 00		
Update Acceptances, Subpoenas and letters to three expert witnesses Letter to client		0 00		
Draft Order re Dr Gage Finalize letter to client				
8334	Douglas Adair	0 30	120 00	36 00
8/28/2003	No Activity	0 00	T	
Billed	Blosch, Albert	0 00		
Telephone conference with opposing counsel regarding Leslie's failure to show up at appointment and coordinate new date with Dr Gage		0 00		
8627	Amanda	0 40	70 00	28 00
8/28/2003	No Activity	0 00	T@3	
Billed	Blosch, Albert	0 00		
Draft letter to opposing attorney and medical release Telephone call to Gage, Carol		0 00		
8875	Douglas Adair	0 10	120 00	12 00
9/3/2003	No Activity	0 00	T	
Billed	Blosch, Albert	0 00		
Telephone conference with client regarding outstanding case status		0 00		
8906	Douglas Adair	0 30	120 00	36.00
9/4/2003	No Activity	0 00	T	
Billed	Blosch, Albert	0 00		
Review real property appraisal and personal		0 00		



11/12/2003  
9:46 AM

Cramer, Cramer & Adair, L.L.C.  
Slip Listing

Page 9

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
property appraisal, telephone conference with opposing party regarding appraisals and appointment with Dr. Gage, and telephone call to client.				
9021	Amanda	0.30	70.00	21.00
TIME				
9/5/2003	No Activity	0.00	T@3	
3:23 PM				
Billed	Blosch, Albert	0.00		
G:21403				
9/16/2003				
Draft letter, Subpoena and Acceptance of Service to Dickerson.				
9421	Douglas Adair	0.70	120.00	84.00
TIME				
9/12/2003	No Activity	0.00	T	
9:48 AM				
Billed	Blosch, Albert	0.00		
G:21403				
9/16/2003				
Extended telephone conference with opposing counsel regarding outstanding issues, revise order compelling release of information from Dr. Peterson.				
9427	Douglas Adair	4.00	120.00	480.00
TIME				
9/12/2003	No Activity	0.00	T	
9:56 AM				
Billed	Blosch, Albert	0.00		
G:21403				
9/16/2003				
Extended preparation for trial (organize exhibits and draft pre-trial question outline.)				
9530	Jenn Koolhoven	0.30	70.00	21.00
TIME				
9/12/2003	No Activity	0.00	T@3	
9:00 AM				
Billed	Blosch, Albert	0.00		
G:21403				
9/16/2003				
call with attorney, prepare copies				
10009	Amanda	1.70	70.00	119.00
TIME				
9/22/2003	No Activity	0.00	T@3	
2:03 PM				
Billed	Blosch, Albert	0.00		
G:21661				
10/8/2003				
Draft list of exhibits. Organize exhibits.				
Draft Amended Witness List, Citation of Authorities and courtesy copy letter to Judge.				
10516	Douglas Adair	4.00	120.00	480.00
TIME				
9/22/2003	No Activity	0.00	T	
12:54 PM				
Billed	Blosch, Albert	0.00		
G:21661				
10/8/2003				
Perform extended trial preparation.				
10514	Douglas Adair	7.00	120.00	840.00
TIME				
9/23/2003	No Activity	7.00	T	
12:50 PM				
Billed	Blosch, Albert	0.00	No Charge	
G:21661				
10/8/2003				
Extended preparation for trial (and perform legal research).				

11/12/2003  
9 46 AM

Cramer, Cramer & Adair, L L C  
Slip Listing

Page 10

Slip ID	Dates and Time	Timekeeper	Units	Rate	Slip Value
	Posting Status	Activity	DNB Time	Rate Info	
	Description	Client	Est Time	Bill Status	
		Reference	Variance		
10512	TIME	Douglas Adair	7 00	120 00	840 00
9/24/2003	12 47 PM	No Activity	7 00	T	
Billed	G 21661 10/8/2003	Blosch, Albert	0 00	No Charge	
	Conduct extended preparation for trial		0 00		
10510	TIME	Douglas Adair	7 00	120 00	840 00
9/26/2003	12 39 PM	No Activity	7 00	T	
Billed	G 21661 10/8/2003	Blosch, Albert	0 00	No Charge	
	Extended preparation for trial, special trip to Department of Commerce and Davis County Recorder's Office		0 00		
10069	TIME	Amanda	3 20	70 00	224 00
9/26/2003	1 09 PM	No Activity	3 20	T@3	
Billed	G 21661 10/8/2003	Blosch, Albert	0 00	No Charge	
	Copy and organize exhibits, pull cases off versus law, draft letter to Judge and call to clerk Run blue book on Jeep		0 00		
10704	TIME	Douglas Adair	11 00	120 00	1320 00
9/29/2003	12 33 PM	No Activity	0 00	T	
Billed	G 21661 10/8/2003	Blosch, Albert	0 00		
	Extended trial preparation Conduct trial		0 00		
10705	TIME	Douglas Adair	4 00	120 00	480.00
9/29/2003	12 53 PM	No Activity	4 00	T	
Billed	G 21661 10/8/2003	Blosch, Albert	0 00	No Charge	
	Perform extended preparation for trial and review organize and assemble exhibits		0 00		
10715	TIME	Douglas Adair	0 20	120 00	24.00
10/7/2003	2 16 PM	No Activity	0 20	T	
Billed	G 21791 10/16/2003	Blosch, Albert	0 00	No Charge	
	Telephone conference with client regarding case status, rough draft motion to exclude witnesses, follow up with Dr Gage regarding completion of report		0 00		
10864	TIME	Amanda	0 50	70 00	35 00
10/7/2003	11 27 AM	No Activity	0 50	T@3	
Billed	G 21791 10/16/2003	Blosch, Albert	0 00	No Charge	
	Letter to client and Motion to Exclude Witnesses Finalize letter		0 00		
11321	TIME	Douglas Adair	0 70	120 00	84 00
10/14/2003	10 13 AM	No Activity	0 00	T	
Billed	G 21810 11/3/2003	Blosch, Albert	0 00		
	Draft bifurcated Decree of Divorce and telephone conference with Dr Gage		0 00		

11/12/2003  
9 46 AM

Cramer, Cramer & Adair L L C  
Slip Listing

Page 11

Slip ID	Timekeeper	Units	Rate	Slip Value	
Dates and Time	Activity	DNB Time	Rate Info		
Posting Status	Client	Est Time	Bill Status		
Description	Reference	Variance			
regarding availability for trial					
11388	TIME	Amanda	0 20	70 00	14 00
10/14/2003	11 18 AM	No Activity	0 00	T@3	
Billed	G 21810	11/3/2003	0 00		
Draft bifurcated decree of divorce	Blosch, Albert		0 00		
11317	TIME	Douglas Adair	1 30	120 00	156 00
10/15/2003	10 01 AM	No Activity	0 00	T	
Billed	G 21810	11/3/2003	0 00		
Travel to Court, prepare for telephone conference with Judge conduct telephone conference, present bifurcated Decree of Divorce, and return travel from Court, and draft bifurcated Decree of Divorce previous day	Blosch, Albert		0 00		
11410	TIME	Amanda	0 40	70 00	28 00
10/15/2003	11 13 AM	No Activity	0 00	T@3	
Billed	G 21810	11/3/2003	0 00		
Telephone call to Dr Gage Draft letter, subpoena and acceptance	Blosch, Albert		0 00		
11460	TIME	Amanda	0 30	70 00	21 00
10/17/2003	4 47 PM	No Activity	0 00	T@3	
Billed	G 21810	11/3/2003	0 00		
Check docket for bifurcation Letter to client Call to clerk	Blosch, Albert		0 00		
11675	TIME	Amanda	0 20	70 00	14 00
10/20/2003	10 36 AM	No Activity	0 00	T@3	
Billed	G 21810	11/3/2003	0 00		
Finalize Subpoena to Dr Gage, Acceptance, letter and letter to client	Blosch, Albert		0 00		
11612	TIME	Douglas Adair	0 20	120 00	24 00
10/22/2003	11 15 AM	No Activity	0 00	T	
Billed	G 21810	11/3/2003	0 00		
Review decree of divorce, draft notice of entry and telephone conference with client	Blosch, Albert		0 00		
11710	TIME	Amanda	0 20	70 00	14 00
10/22/2003	2 10 PM	No Activity	0 00	T@3	
Billed	G 21810	11/3/2003	0 00		
Draft Notice of Entry	Blosch, Albert		0 00		
11887	TIME	Douglas Adair	0 50	120 00	60 00
10/27/2003	10 58 AM	No Activity	0 00	T	
Billed	G 21810	11/3/2003	0 00		

212

11/12/2003  
9 46 AM

Cramer, Cramer & Adair, L L C  
Slip Listing

Page 12

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est Time	Bill Status	
Description	Reference	Variance		
Telephone call with Lynn Mercer to arrange entry of subpoena and telephone calls with Dr Gage regarding findings		0 00		
11965	Amanda	0 20	70 00	14 00
TIME	No Activity	0 00	T@3	
10/27/2003 2 00 PM				
Billed G 21810 11/3/2003	Blosch, Albert	0 00		
Finalize witness letters, subpoenas and acceptances		0 00		
11968	Amanda	0 30	70 00	21 00
TIME	No Activity	0 00	T@3	
10/27/2003 4 22 PM				
Billed G 21810 11/3/2003	Blosch Albert	0 00		
Deliver Subpoena to Mercer Consulting		0 00		
12434	Douglas Adair	1 00	120 00	120 00
TIME	No Activity	0 00	T	
11/3/2003 9 33 AM				
WIP	Blosch, Albert	0 00		
Review exhibits and prepare for trial		0 00		
12580	Amanda	0 50	70 00	35 00
TIME	No Activity	0.00	T@3	
11/6/2003 10 25 AM				
WIP	Blosch, Albert	0.00		
Draft letter to client and rough draft of Reply to Objection Finalize letter		0 00		
12583	Amanda	0 20	70 00	14 00
TIME	No Activity	0 00	T@3	
11/6/2003 1 54 PM				
WIP	Blosch, Albert	0 00		
Calls to Dr Gage and Lynne Mercer		0 00		
Grand Total				
	Billable	60 80		6568 96
	Unbillable	28 90		3283 00
	Total	89 70		9851 96

**EXHIBIT "B"**

11/12/2003  
9 50 AM

CRAMER, CRAMER & ADAIR, L L C  
Slip Listing

Page 1

---

Selection Criteria

---

Slip Classification    Open  
Client (hand select)   Include   BloeschDivorce  
Slip Transaction Ty    2 - 2

---

Rate Info - identifies rate source and level

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est Time Variance	Rate Rate Info Bill Status	Slip Value
11230	EXP			Aric	1	1 80	1 80
6/1/2002		6/28/2002	\$Photocopies				
Billed	G 3738	6/28/2002	BloeschDivorce				
Copying cost							
11229	EXP			Aric	1	1.02	1 02
6/1/2002		6/28/2002	\$Postage				
Billed	G 3738	6/28/2002	BloeschDivorce				
Postage							
12230	EXP			Aric	1	0 60	0 60
7/1/2002		7/31/2002	\$Postage				
Billed	G 3996	8/8/2002	BloeschDivorce				
Postage							
11732	EXP			Doug	1	30 00	30 00
7/8/2002			\$Service Fee				
Billed	G 3770	7/15/2002	BloeschDivorce				
Service Fee							
13058	EXP			Aric	33	0 10	3 30
8/1/2002		8/30/2002	\$Photocopies				
Billed	G 4225	9/9/2002	BloeschDivorce				
Copying cost							
13059	EXP			Aric	1	2 91	2.91
8/1/2002		8/30/2002	\$Postage				
Billed	G 4225	9/9/2002	BloeschDivorce				
Postage							
14032	EXP			Aric	76	0 10	7 60
9/1/2002		9/30/2002	\$Photocopies				
Billed	G 4344	10/1/2002	BloeschDivorce				
Copying cost							

215

11/12/2003  
9 50 AM

CRAMER CRAMER & ADAIR, L L C  
Slip Listing

Page 2

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est Time Variance	Rate Rate Info Bill Status	Slip Value
14033	EXP			Aric	1	0 54	0 54
	9/1/2002			\$Long Distance			
	Billed	G 4344	10/1/2002	BloschDivorce			
			Long distance charges				
14031	EXP			Aric	1	3 97	3 97
	9/1/2002			\$Postage			
	Billed	G 4344	10/1/2002	BloschDivorce			
			Postage				
14432	EXP			Aric	1	1 48	1 48
	10/1/2002			\$Postage			
	Billed	G 4698	11/4/2002	BloschDivorce			
			Postage				
14433	EXP			Aric	30	0 10	3 00
	10/1/2002			\$Photocopies			
	Billed	G 4698	11/4/2002	BloschDivorce			
			Copying cost				
15313	EXP			Aric	1	1 11	1 11
	10/15/2002			\$Postage			
	Billed	G 4698	11/4/2002	BloschDivorce			
			Postage				
15878	EXP			Aric	1	1 58	1 58
	11/1/2002			\$Postage			
	Billed	G 4721	11/15/2002	BloschDivorce			
			Postage				
15879	EXP			Aric	9	0 10	0 90
	11/1/2002			\$Photocopies			
	Billed	G 4721	11/15/2002	BloschDivorce			
			Copying cost				
16535	EXP			Aric	1	1 37	1 37
	11/15/2002			\$Postage			
	Billed	G 4861	11/29/2002	BloschDivorce			
			Postage				
16536	EXP			Aric	7	0 10	0.70
	11/15/2002			\$Photocopies			
	Billed	G 4861	11/29/2002	BloschDivorce			
			Copying cost				

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 3

Slip ID			Timekeeper	Units	Rate	Slip Value
Dates and Time			Activity	DNB Time	Rate Info	
Posting Status			Client	Est. Time	Bill Status	
Description			Reference	Variance		
17028	EXP		Victoria	1	1.11	1.11
12/1/2002		12/13/2002	\$Postage			
Billed	G:4992	12/16/2002	BloschDivorce			
Postage.						
16767	EXP		Doug	1	8.50	8.50
12/4/2002			\$Delivery			
Billed	G:4992	12/16/2002	BloschDivorce			
Delivery Cost to Court. (Motion for Bifurcated Divorce.						
17663	EXP		Aric	1	0.37	0.37
12/15/2002		12/31/2002	\$Postage			
Billed	G:5263	1/15/2003	BloschDivorce			
Postage.						
18296	EXP		Victoria	1	0.37	0.37
1/1/2003		1/15/2003	\$Postage			
Billed	G:5263	1/15/2003	BloschDivorce			
Postage.						
18297	EXP		Victoria	1	0.35	0.35
1/1/2003		1/15/2003	\$Long Distance			
Billed	G:5263	1/15/2003	BloschDivorce			
Long distance charges.						
18952	EXP		Aric	1	1.00	1.00
1/15/2003		1/31/2003	\$Postage			
Billed	G:5400	1/31/2003	BloschDivorce			
Postage.						
18953	EXP		Aric	22	0.10	2.20
1/15/2003		1/31/2003	\$Photocopies			
Billed	G:5400	1/31/2003	BloschDivorce			
Copying cost.						
18760	EXP		Doug	1	8.50	8.50
1/27/2003			\$Delivery			
Billed	G:5400	1/31/2003	BloschDivorce			
Delivery Cost to pick up minute entry.						
18761	EXP		Doug	1	0.50	0.50
1/27/2003			\$Photocopies			
Billed	G:5400	1/31/2003	BloschDivorce			
Copying cost.						



11/12/2003  
9 50 AM

CRAMER, CRAMER & ADAIR, L L.C  
Slip Listing

Page 4

Slip ID			Timekeeper	Units	Rate	Slip Value
Dates and Time			Activity	DNB Time	Rate Info	
Posting Status			Client	Est Time	Bill Status	
Description			Reference	Variance		
19610	EXP		Victoria	249	0.10	24.90
2/1/2003		2/14/2003	\$Photocopies			
Billed	G 5643	2/18/2003	BloschDivorce			
Copying cost.						
19609	EXP		Victoria	1	1.11	1.11
2/1/2003		2/14/2003	\$Postage			
Billed	G:5643	2/18/2003	BloschDivorce			
Postage						
19305	EXP		Doug	1	13.00	13 00
2/4/2003			\$Delivery			
Billed	G.5529	2/7/2003	BloschDivorce			
Delivery Cost (discovery documents) to opposing counsel						
19511	EXP		Doug	1	8.50	8 50
2/10/2003			\$Delivery			
Billed	G.5643	2/18/2003	BloschDivorce			
Delivery Cost to Court (Order).						
20296	EXP		Aric	1	1.48	1 48
2/15/2003		2/28/2003	\$Postage			
Billed	G.5792	3/5/2003	BloschDivorce			
Postage						
20423	EXP		Victoria	1	8.50	8.50
2/28/2003			\$Delivery			
Billed	G:5792	3/5/2003	BloschDivorce			
Delivery Cost to Court (Order).						
21065	EXP		Aric	1	0.37	0.37
3/1/2003		3/14/2003	\$Postage			
Billed	G:5818	3/14/2003	BloschDivorce			
Postage.						
21196	EXP		Aric	1	0.94	0.94
3/1/2003		3/14/2003	\$Long Distance			
Billed	G:5818	3/14/2003	BloschDivorce			
Long distance charges						
22130	EXP		Aric	1	1.37	1.37
3/17/2003		3/31/2003	\$Postage			
Billed	G:6084	4/2/2003	BloschDivorce			
Postage.						

218

11/12/2003  
9:50 AM

CRAMER, CRAMER & ADAIR, L.L.C.  
Slip Listing

Page 5

Slip ID			Timekeeper	Units	Rate	Slip Value
Dates and Time			Activity	DNB Time	Rate Info	
Posting Status			Client	Est. Time	Bill Status	
Description			Reference	Variance		
22913	EXP		Aric	1	0.37	0.37
4/1/2003		4/15/2003	\$Postage			
Billed	G:6119	4/15/2003	BloschDivorce			
Postage.						
22914	EXP		Aric	1	2.17	2.17
4/1/2003		4/15/2003	\$Long Distance			
Billed	G:6119	4/15/2003	BloschDivorce			
Toll charges.						
23188	EXP		Doug	1	5.00	5.00
8/8/2003			\$Service Fee			
WIP			BloschDivorce			
Docket printout.						
Grand Total						
			Billable	0.00		152.49
			Unbillable	0.00		0.00
			Total	0.00		152.49

11/12/2003  
9 46 AM

Cramer, Cramer & Adair, L L C  
Slip Listing

Page 1

---

Selection Criteria

---

Slip Classification Open  
Client (hand select) Include Blossch, Albert  
Slip Transaction Ty 2 - 2

---

Rate Info - identifies rate source and level

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est Time Variance	Rate Rate Info Bill Status	Slip Value
820	EXP			Aric Cramer	1	5 03	5 03
	4/15/2003			Postage			
	Billed	G 20026	5/1/2003	Blossch, Albert			
	Postage						
558	EXP			Douglas Adair	1	8 50	8.50
	4/24/2003			Delivery cost			
	Billed	G 20006	4/29/2003	Blossch, Albert			
	Delivery cost to Court						
1103	EXP			Douglas Adair	1	30 00	30 00
	4/25/2003			Service fee			
	Billed	G 20181	5/15/2003	Blossch, Albert			
	Attempted service of Subpoena for Trial (Dewsnap)						
1768	EXP			Aric Cramer	1	1 63	1.63
	5/1/2003			Postage			
	Billed	G 20181	5/15/2003	Blossch, Albert			
	Postage						
1769	EXP			Aric Cramer	15	0 10	1 50
	5/1/2003			Photocopies			
	Billed	G 20181	5/15/2003	Blossch, Albert			
	In house copying costs						
1770	EXP			Aric Cramer	1	0 76	0 76
	5/1/2003			Long distance			
	Billed	G 20181	5/15/2003	Blossch, Albert			
	Toll charges						
1101	EXP			Aric Cramer	1	8 50	8 50
	5/2/2003			Delivery cost			
	Billed	G 20181	5/15/2003	Blossch, Albert			
	Delivery cost to court (Acceptance)						

220

11/12/2003  
9 46 AM

Cramer Cramer & Adair, L L C  
Slip Listing

Page 2

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est Time Variance	Rate Rate Info Bill Status	Slip Value
2695	EXP			Aric Cramer	1	0 37	0 37
5/15/2003		5/30/2003		Postage			
Billed	G 20334	6/2/2003		Blosch, Albert			
Postage							
2696	EXP			Aric Cramer	1	0 76	0 76
5/15/2003		5/30/2003		Long distance			
Billed	G 20334	6/2/2003		Blosch, Albert			
Toll charges							
3605	EXP			Aric Cramer	1	4 89	4 89
6/1/2003		6/13/2003		Postage			
Billed	G 20505	6/16/2003		Blosch, Albert			
Postage							
4753	EXP			Douglas Adair	1	5 83	5 83
6/15/2003		6/30/2003		Postage			
Billed	G 20654	7/1/2003		Blosch, Albert			
Postage							
4165	EXP			Douglas Adair	1	18 50	18 50
6/19/2003				Service fee			
Billed	G 20654	7/1/2003		Blosch, Albert			
Witness fee (Dewsnup)							
4482	EXP			Aric Cramer	1	9 50	9 50
6/24/2003				Delivery cost			
Billed	G 20654	7/1/2003		Blosch, Albert			
Delivery cost to Court (Acceptance)							
4899	EXP			Douglas Adair	1	30 00	30 00
6/26/2003				Service tee			
Billed	G 20654	7/1/2003		Blosch, Albert			
Service fee (Gregg Dewsnup)							
5670	EXP			Aric Cramer	1	1 11	1 11
7/1/2003		7/16/2003		Postage			
Billed	G 20801	7/16/2003		Blosch, Albert			
Postage							
5671	EXP			Aric Cramer	1	1 00	1 00
7/1/2003		7/16/2003		Long distance			
Billed	G 20801	7/16/2003		Blosch, Albert			
Fax charges							

11/12/2003  
9 46 AM

Cramer Cramer & Adair, L L C  
Slip Listing

Page 3

Slip ID			Timekeeper	Units	Rate	Slip Value
Dates and Time			Activity	DNB Time	Rate Info	
Posting Status			Client	Est Time	Bill Status	
Description			Reference	Variance		
5672	EXP		Aric Cramer	1	2 45	2 45
7/1/2003		7/16/2003	Long distance			
Billed	G 20801	7/16/2003	Blosch, Albert			
Toll charges						
5174	EXP		Douglas Adair	1	9 50	9 50
7/7/2003			Delivery cost			
Billed	G 20801	7/16/2003	Blosch, Albert			
Delivery cost to Court (Return of Service)						
5631	EXP		Victoria Cramer	1	9 50	9 50
7/11/2003			Delivery cost			
Billed	G 20801	7/16/2003	Blosch, Albert			
Delivery cost to Court (Acceptance of Service)						
5879	EXP		Victoria Cramer	1	9 50	9 50
7/16/2003			Delivery cost			
Billed	G 21136	8/15/2003	Blosch, Albert			
Delivery cost to Court (Acceptance of Service)						
6401	EXP		Aric Cramer	1	3.11	3 11
7/16/2003		7/31/2003	Postage			
Billed	G 21136	8/15/2003	Blosch, Albert			
Postage						
6402	EXP		Aric Cramer	1	3 00	3 00
7/16/2003		7/31/2003	Long distance			
Billed	G 21136	8/15/2003	Blosch, Albert			
Fax charges						
6376	EXP		Douglas Adair	1	9 50	9 50
7/28/2003			Delivery cost			
Billed	G 21136	8/15/2003	Blosch, Albert			
Delivery cost to Court (2nd Witness List)						
6379	EXP		Douglas Adair	1	9 50	9 50
7/29/2003			Delivery cost			
Billed	G 21136	8/15/2003	Blosch, Albert			
Delivery cost to Court (Notice)						
7330	EXP		Aric Cramer	1	0 19	0 19
8/1/2003		8/15/2003	Long distance			
Billed	G 21136	8/15/2003	Blosch, Albert			
Toll charges						

11/12/2003  
9 46 AM

Cramer Cramer & Adair L L C  
Slip Listing

Page 4

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est Time Variance	Rate Rate Info Bill Status	Slip Value
7329	EXP			Aric Cramer	1	4 00	4 00
	8/1/2003			Long distance			
	Billed	G 21136		Blosch, Albert			
			Fax charges				
7328	EXP			Aric Cramer	66	0 10	6 60
	8/1/2003			Photocopies			
	Billed	G 21136		Blosch, Albert			
			In house copying costs				
7327	EXP			Aric Cramer	1	2 00	2 00
	8/1/2003			Postage			
	Billed	G 21136		Blosch, Albert			
			Postage				
7857	EXP			Douglas Adair	1	54 00	54 00
	8/8/2003			Service fee			
	Billed	G 21265		Blosch, Albert			
			Service fee (Subpoena on Dr Cline)				
7859	EXP			Douglas Adair	1	30 00	30 00
	8/8/2003			Service fee			
	Billed	G 21265		Blosch, Albert			
			Service fee (Subpoena on Dr Peterson)				
6968	EXP			Aric Cramer	1	9 50	9 50
	8/12/2003			Delivery cost			
	Billed	G 21136		Blosch, Albert			
			Delivery cost to Court (Certificate of Service)				
6965	EXP			Aric Cramer	1	14 00	14 00
	8/13/2003			Delivery cost			
	Billed	G 21136		Blosch, Albert			
			Delivery cost (letter)				
8360	EXP			Aric Cramer	1	3 64	3 64
	8/15/2003			Postage			
	Billed	G 21265		Blosch, Albert			
			Postage				
7858	EXP			Douglas Adair	1	9 50	9 50
	8/21/2003			Delivery cost			
	Billed	G 21265		Blosch, Albert			
			Delivery cost to Court (Motion and courtesy cop.es)				

223

11/12/2003  
9 46 AM

Cramer Cramer & Adair L L C  
Slip Listing

Page 5

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est Time Variance	Rate Rate Info Bill Status	Slip Value
8251	8/22/2003	EXP	Billed Delivery cost to Court (Return of Service)	Aric Cramer Delivery cost Blosch Albert	1	9 50	9 50
9224	9/1/2003	EXP	Billed Postage	Aric Cramer Postage Blosch, Albert	1	3 89	3 89
9225	9/1/2003	EXP	Billed In house copying costs	Aric Cramer Photocopies Blosch, Albert	83	0 10	8 30
9226	9/1/2003	EXP	Billed Fax charges	Aric Cramer Long distance Blosch, Albert	1	4 50	4 50
9227	9/1/2003	EXP	Billed Toll charges	Aric Cramer Long distance Blosch, Albert	1	3 39	3 39
10100	9/15/2003	EXP	Billed Postage	Aric Cramer Postage Blosch, Albert	1	1.74	1 74
10102	9/15/2003	EXP	Billed Fax charges	Aric Cramer Long distance Blosch, Albert	1	34 00	34 00
10101	9/15/2003	EXP	Billed In house copying costs	Aric Cramer Photocopies Blosch Albert	1552	0 10	155 20
9685	9/22/2003	EXP	Billed Docket printout	Douglas Adair Service fee Blosch, Albert	1	5 00	5 00

11/12/2003  
9 46 AM

Cramer Cramer & Adair, L L C  
Slip Listing

Page 6

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity Client Reference	Units DNB Time Est Time Variance	Rate Rate Info Bill Status	Slip Value
9949	EXP			Aric Cramer	1	11 50	11 50
	9/24/2003			Delivery cost			
	Billed	G 21661	10/8/2003	Blosch, Albert			
			Delivery cost to Dr Gage				
9952	EXP			Aric Cramer	1	38 28	38 28
	9/25/2003			Service fee			
	Billed	G 21661	10/8/2003	Blosch, Albert			
			Exhibit dividers				
9951	EXP			Aric Cramer	1	31 00	31 00
	9/26/2003			Photocopies			
	Billed	G 21661	10/8/2003	Blosch, Albert			
			Copies from County Recorder				
11052	EXP			Amanda	1	3.41	3 41
	10/1/2003		10/15/2003	Postage			
	Billed	G 21791	10/16/2003	Blosch, Albert			
			Postage				
11053	EXP			Amanda	1	2.37	2 37
	10/1/2003		10/15/2003	Long distance			
	Billed	G 21791	10/16/2003	Blosch, Albert			
			Toll charges				
12239	EXP			Aric Cramer	1	2 68	2 68
	10/16/2003		10/31/2003	Postage			
	Billed	G 21810	11/3/2003	Blosch, Albert			
			Postage				
12240	EXP			Aric Cramer	64	0 10	6 40
	10/16/2003		10/31/2003	Photocopies			
	Billed	G 21810	11/3/2003	Blosch, Albert			
			In house copying costs				
12241	EXP			Aric Cramer	1	4 46	4 46
	10/16/2003		10/31/2003	Long distance			
	Billed	G 21810	11/3/2003	Blosch, Albert			
			Toll charges				
11586	EXP			Victoria Cramer	1	9 50	9 50
	10/23/2003			Delivery cost			
	Billed	G 21810	11/3/2003	Blosch, Albert			
			Delivery cost to Court (Notice of Entry)				

225



11/12/2003  
9 46 AM

Cramer, Cramer & Adair, L L C  
Slip Listing

Page 7

Slip ID			Timekeeper	Units	Rate	Slip Value
Dates and Time			Activity	DNB Time	Rate Info	
Posting Status			Client	Est Time	Bill Status	
Description			Reference	Variance		
11596	EXP		Douglas Adair	1	11 50	11 50
10/27/2003			Delivery cost			
Billed	G 21810	11/3/2003	Blosch, Albert			
Delivery cost to Dr Gage (deposition)						
<hr/>						
Grand Total			Billable	0 00		663 99
			Unbillable	0 00		0 00
			Total	0 00		663 99
				<hr/>		<hr/>

22p

SECOND DISTRICT COURT

2003 NOV 17 P 3:12

Stephen D. Spencer (8913)  
DAY SHELL & LILJENQUIST, L.L.C.  
Attorney for Respondent  
45 East Vine Street  
Murray, UT 84107  
Telephone: (801) 262-6800  
Fax : (801) 262-6758

IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR  
DAVIS COUNTY, STATE OF UTAH, FARMINGTON DEPARTMENT

ALBERT BLOSCHE,

Petitioner,

v.

LESLIE DAWN ETHINGTON BLOSCHE,

Respondent.

**AFFIDAVIT OF  
ATTORNEY'S FEES**

Case No. 024701139  
Judge: Rodney Page  
Commissioner: David Dillon

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

Stephen D. Spencer, being first duly sworn upon oath, deposes and states as follows:

1. I am an attorney in good standing licensed to practice in the state of Utah.
2. I charge \$125.00 per hour for legal services rendered. This rate is reasonable for comparable legal services in the relevant geographic region. I also employ a paralegal and bill certain of her services the rate of \$50.00 per hour. This rate is also reasonable for comparable legal services in the relevant geographic region.

227

Affidavit of Attorney's Fees



VD11352921

024701139

ETHINGTON-BLOSCHE, LESLIE DAWN

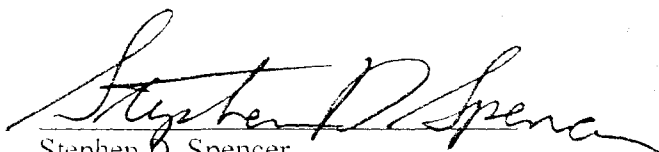
3. I was retained by the Respondent on October 23, 2003 to represent her in the above-entitled action.

4. Respondent has been charged \$5,072.50 from October 23, 2003 through and including November 7, 2003 for work performed by me to prepare and appear at trial. A true and correct copy of the transaction ledger routinely kept in the course of business is attached hereto and incorporated by this reference.

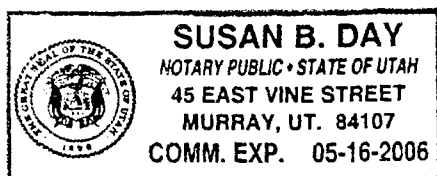
5. Respondent is requesting an award of reasonable amount of attorney's fees and costs in the amount of \$5,072.50 for work performed by me in this effort.

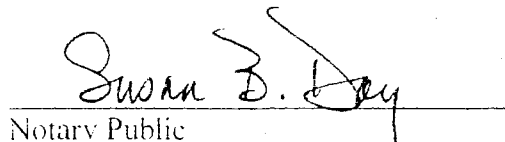
6. I have personal knowledge of the matters contained in this affidavit and all matters herein are true to the best of my knowledge.

DATED this 13 day of November, 2003.

  
Stephen D. Spencer  
Attorney for Respondent

SUBSCRIBED and SWORN to before me this 13 day of November, 2003.



  
Notary Public

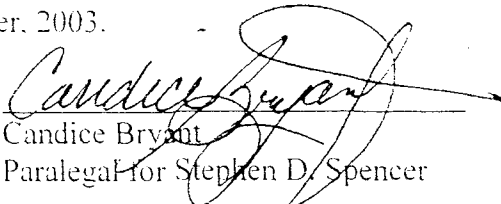
**CERTIFICATE OF MAILING**

I hereby certify that I am an employee or partner of Day Shell & Liljenquist L.C., and that I caused a true and correct copy of the foregoing AFFIDAVIT OF ATTORNEY'S FEES to be placed in the United States Mail, first class, postage prepaid, to the following:

Douglas Adair  
Attorney for Petitioner  
845 S. Main Street #23  
Bountiful, UT 84010

COURT: client

DATED this 14<sup>th</sup> day of November, 2003.

  
Candice Bryant  
Paralegal for Stephen D. Spencer

Date	Received From/Paid To	Hour	Repts	General	Fees	Blk	Inv	Rev	Repts	Dr. Let	Balance
	Entry- Explanation	Aspt#		Discs		Inv				Class	
1033	Blosch, Leslie										
1033-001	Albert Blosch									SDS - Stephen D. Spencer	
Oct 23/2003	Lawyer: CB 1.70 Hrs @ \$115.00					31.00	399.00				
10468	Legal Asst: Draft deposition of Lester; research										
Oct 24/2003	Lester Ethington for Leslie Blosch	440	100.00				399.00				
10473	RET - Retainer										
Oct 24/2003	Lawyer: CB 1.70 Hrs @ \$115.00					37.00	399.00				
10478	Legal Asst: Document analysis										
Oct 24/2003	Lawyer: SDS 1.00 Hrs @ \$115.00					37.00	399.00				
10479	Conference with client										
Oct 21/2003	Billing on Invoice 4137						399.00				
10481	FEES 100.00 ACPTS 31.00										
Oct 21/2003		4073	-100.00				399.00				
10481	RET - Bank alloc on Inv: 4073										
Oct 21/2003		4073	60.00				399.00				
10481	RET - Bank alloc on Inv: 4073										
Oct 21/2003		4073	200.00				399.00				
10481	RET - Bank alloc on Inv: 4073										
Oct 21/2003		4073	400.00				4179.00				
10481	RET - Retainers: David's Forward										
Oct 21/2003	Lawyer: SDS 1.60 Hrs @ \$115.00					312.00	4179.00				
10316	trial preparation										
Nov 1/2003	Lawyer: SDS 1.00 Hrs @ \$115.00					315.00	4179.00				
10478	review video of SDS hearing										
Nov 1/2003	Lawyer: SDS 1.00 Hrs @ \$115.00					315.00	4179.00				
10478	draft objection to proposed order and proposed order										
Nov 3/2003	Lawyer: SDS 1.80 Hrs @ \$115.00					350.00	4179.00				
10346	trial preparation										
Nov 3/2003	Billing on Invoice 4073					0.00	4179.00				
10349	FEES 1015.00 ACPTS 400.00										
Nov 3/2003		4073	-690.00				4179.00				
10381	RET - Bank alloc on Inv: 4073										
Nov 3/2003		4073	690.00				4179.00				
10381	RET - Bank alloc on Inv: 4179										
Nov 3/2003	Lester Ethington for Leslie Blosch	40473	180.00								
10384	PMT - payment on account										
Nov 4/2003	Lawyer: SDS 7.00 Hrs @ \$115.00					375.00	4137.00				
10389	review video tape of trial and objection hearing										
Nov 5/2003	Lawyer: SDS 3.00 Hrs @ \$115.00					345.00	4137.00				
10418	Draft proposed findings and conclusions; meeting with client; trial preparation										
Nov 6/2003	Lawyer: SDS 6.00 Hrs @ \$115.00					750.00	4137.00				
10372	trial preparation										
Nov 7/2003	Lawyer: SDS 9.00 Hrs @ \$115.00					1125.00	4137.00				
10373	appearance at trial										
Nov 10/2003	Lawyer: CB 0.70 Hrs @ \$60.00					35.00	4137.00				
10310	Legal Asst: Review deposition, telephone conference with client										
Nov 11/2003	Lawyer: CB 1.00 Hrs @ \$60.00					30.00	4137.00				
10361	Legal Asst: Document analysis; transcribing										
Nov 11/2003	Lawyer: CB 1.00 Hrs @ \$60.00					30.00	4137.00				
10361	Legal Asst: Letter to court; review with client; telephone conference w/client										
Nov 12/2003	Billing on Invoice 4137					0.00	4137.00				
10392	FEES 3860.00										

[illegible]

REPORT SELECTIONS

Report: Client Server 230  
Layout Template: All  
Requested by: CAMDICE  
Finished: Thursday, November 11, 2009 at 11:19:01 AM

**PATTERSON, BARKING, THOMPSON & LARKIN**

ATTORNEYS AT LAW

427 - 27TH STREET

OGDEN, UTAH 84403

NOV 17 3:12

PHILIP C. PATTERSON  
JUDY DAWN BARKING  
LAURA K. THOMPSON  
DENISE P. LARKIN

TELEPHONE (801) 394-7704

FACSIMILE (801) 394-7706

November 13, 2003

Leslie Bloch  
498 North Frontage Road  
North Salt Lake City, Utah

Faxed Copy From Patterson, Barking, Thompson &amp; La



VD11352980

024701139

ETHINGTON-BLOCH, LESLIE DAWN

**STATEMENT**

<u>DATE</u>	<u>SERVICE</u>	<u>TIME</u>	<u>RATE</u>	<u>COSTS</u>	<u>BALANCE</u>
<u>OCTOBER</u>					
10/01/02	Met w/ client re: case	.75	\$150.00		\$112.50
10/07/02	Notice of Appear. Prepare objection to Comm. recommendation reviewed documentation: complaint; answer-counter claim; otsc; affidavits petitioner's documentation	1.50	\$150.00		\$225.00
10/02	Four ltrs and copies of Exhibits received from client and reviewed	.45	\$150.00		\$ 67.50
<u>NOVEMBER</u>					
11/02/02	Prepare documentation for exhibits at object. hearing	.30	\$150.00		\$ 45.00
11/05/02	Objection hearing review petitioner's doc. re: object. hearing	1.25	\$150.00		\$187.50
11/25/02	Telephone conf. w/ client re: counselor taxes, misc. issues	.30	\$150.00		\$ 45.00

11/02	Several ltrs, documents supplements, financial information received from client and reviewed	.40	\$150.00	\$ 60.00
<u>DECEMBER</u>				
12/04/02	Reviewed Plaintiff's documents re: bifurcation	.40	\$150.00	\$ 60.00
12/09/02	Pre-trial conf.	1.00	\$150.00	\$150.00
12/11/02	Domestic conf. sched. w/ opposing counsel; Debbie Taylor; 2 <sup>nd</sup> pre-trial scheduled	.20	\$150.00	\$ 30.00
12/02	Two ltrs, documents, updates on information received from client and reviewed	.30	\$150.00	\$ 45.00
<u>JANUARY 2003</u>				
01/03	Telephone conf. w/ client re: domestic conference; pre- trial	.20	\$150.00	\$ 30.00
01/07/03	Telephone conference w/ opposing counsel re: domestic conference and 2 <sup>nd</sup> pre-trial; discovery	.25	\$150.00	\$ 37.50
01/06/03	Ltr to opposing counsel re: upcoming depositions; needed discovery from his client	.20	\$150.00	\$ 30.00
01/27/03	review ltr from opposing counsel re: additional discovery requested from Leslie	.10	\$150.00	\$ 15.00
01/28/03	Reviewed ltr from opposing counsel	.10	\$150.00	\$ 15.00

01/03	Several lengthy ltrs, documents information received from client and reviewed	.30	\$150.00	\$ 45.00
-------	---	-----	----------	----------

FEBRUARY 2003

02/06/03	Deposition of Petitioner and Respondent	4.00	\$150.00	\$600.00
	Cost of Deposition:			\$549.85

02/10/03	Reviewed pre-trial order	.10	\$150.00	\$ 15.00
----------	--------------------------	-----	----------	----------

02/13/03	Second Pre-trial conf.	1.10	\$150.00	\$165.00
----------	------------------------	------	----------	----------

02/14/03	Ltr to client re: client review her deposition and plaintiff's deposition; reviewed depositions	.60	\$150.00	\$ 90.00
----------	---	-----	----------	----------

02/18/03	Reviewed order on second pre-trial; telephone call to opposing counsel	.30	\$150.00	\$ 45.00
----------	--	-----	----------	----------

02/03	Two ltrs memos from client re: \$9,000 used by respondent, other financial matters	.20	\$150.00	\$ 30.00
-------	---	-----	----------	----------

MARCH 2003

03/13/03	Prepare subpoenas ltr to process server re: Fidelity Investments Hartford Insurance Merrill Lynch Salomon Smith Barney Sky West Airlines Standard Insurance Blue Cross Blue Shield COSTS:	.30	\$150.00	\$ 45.00
				\$118.00

03/07/03	Ltr to opposing counsel re: discovery from Leslie			
----------	--	--	--	--



	reviewed documents to be submitted by client	.45	\$150.00	\$ 67.50
03/03	Several lengthy memos from client re: discovery	.25	\$150.00	\$ 37.50
<u>APRIL 2003</u>				
04/03/03	Ltr to opposing counsel re: additional discovery required	.20	\$150.00	\$ 30.00
04/08/03	Ltr to mediator re: mediation, included pleadings and summary of client's position; preparation	.50	\$150.00	\$ 75.00
04/09/03	Attended mediation; Conf. w/client	3.20	\$150.00	\$480.00
04/03	Review several discovery documentation re: subpoena's of 3/13/02; telephone conf. w/ client re: information	.45	\$150.00	\$ 67.50
<u>MAY 2003</u>				
05/10/0	Telephone conf w/ opposing counsel re: continuation of trial due to reconciliation	.10	\$150.00	\$ 15.00
05/03	Telephone conf. w/ client re: stipulation parties signed as part of reconciliation	.30	\$150.00	\$ 45.00
05/20/03	Telephone conf. w/ opposing counsel re: failed reconciliation outstanding discovery	.15	\$150.00	\$ 22.50
05/23/03	Telephone conf. w/ client re: several issues of case.	.45	\$150.00	\$ 67.50
<u>JUNE 2003</u>				
06/02/03	Telephone conf. w/ Judge Page re: trial continuance of			

	trial in April and schedule new trial date need of additional discovery	.20	\$150.00	\$ 30.00
06/09/03	Telephone conf. w/ opposing counsel, expert not available trial scheduled for August 25, 2003	.25	\$150.00	\$ 37.50
06/10/03	Telephone conf. w/ client re: trial setting and status of case	.45	\$150.00	\$ 67.50
06/25/03	Ltr to opposing counsel re: updated discovery requests	.20	\$150.00	\$ 30.00
06/27/03	Prepare second set of interrogatories; ltr to opposing counsel.	.75	\$150.00	\$112.50
06/03	Memo from client re: possible assets not disclosed	.40	\$150.00	\$60.00
<u>JULY 2003</u>				
07/25/03	correspondence from client re: Dennis Peterson telephone call to Dr. Peterson	.20	\$150.00	\$ 30.00
07/27/03	Subpoenas for Lynn Mercer; Carvel Schaffer; Marvin Blosch COSTS:	.20	\$150.00	\$ 30.00 \$ 65.00
<u>AUGUST 2003</u>				
08/06/03	Telephone conf. w/ Dr. Cline	.35	\$150.00	\$ 52.50
08/08/03	Telephone conf. w/ Dr. Peterson	.30	\$150.00	\$ 45.00
08/11/03	Prepared motion and order to continue trial re: outstanding			

	discovery, prepared additional documentation for telephone conf. from Dr. Peterson	1.00	\$150.00	\$150.00
08/13/03	Telephone conf. w/opposing counsel; Judge Page re: outstanding and Plaintiff's Motion for assistance with Expert; review plaintiff's motion and order; telephone conf. w/ client re: continuance	.75	\$150.00	\$112.50
08/21/03	Telephone conf. w/ Dr. Peterson re: Leslie's mental state; review Plaintiff's motion and Order to request mental evaluation of Respondent	.75	\$150.00	\$112.50
08/22/03	Telephone conf. w/ opposing counsel and Judge Page re: supplemental information from Doctor Peterson re: Leslie's mental state; telephone conf. w/ client; schedule new trial date	.50	\$150.00	\$ 75.00
08/03	Several ltrs notes from client re: case and reviewed	.30	\$150.00	\$ 45.00
<u>SEPTEMBER 2003</u>				
09/04/03	Subpoena American Express COST:	.10	\$150.00	\$ 15.00 \$20.00
09/05/03	Research re: Plaintiff's Interrogs re: property	.75	\$150.00	\$112.50
09/08/03	Telephone conf. w/Carol Stanley re: Subpoena of American Express records	.25	\$150.00	\$ 37.50
09/08/03	Subpoena America First COST:	.10	\$150.00	\$ 15.00 \$17.00

09/12/03	Telephone conf. w/ client re: trial, testimony; research on real estate of Petitioner; telephone conf. w/ opposing counsel re: Dr. Peterson medical records	.65	\$150.00	\$ 97.50
9/12/03	Telephone call to House Doctor Re: damage in home	.25	\$150.00	\$ 37.50
09/15/03	Research at Davis County Recorder's office re: real estate COSTS:	2.00	\$150.00	\$300.00 \$100.75
09/16/03	Telephone conf. w/ client re: discovered real estate Plaintiff owned.	.45	\$150.00	\$67.50
09/17/03	Meet w/ Ron Valentine re: taxes	.75	\$150.00	\$112.50
09/18/03	Telephone conf. w/ Victor Cline re: trial re: MMPI, etc. review medical information from Dr. Client; ltr to opposing counsel re: Dr. Peterson	.75	\$150.00	\$112.50
09/19/03	Prepared motion and order to continue re: time for additional discovery; telephone call w/ client	.75	\$150.00	\$112.50
09/19/03	Telephone conf. Mr. Bodell re: appraisal; prepared ltr.; telephone conf. w/opposing counsel re: appraisal	.40	\$150.00	\$ 60.00
09/22/03	Telephone conf. w/Judge Page re: motion to continue due to information obtained from August 13, 2003 discovery from			

	respondent; telephone conf. w/ client; witness list prepared	.40	\$150.00	\$ 60.00
09/22/03	Trial preparation re: Beginning review of pleadings research recent case law; reviewed recommendation of Carol Gage; telephone call Carol Gage; prepared subpoenas for trial	3.25	\$150.00	\$487.50
09/23/03	Trial prepare re: Financial declaration; telephone conf. w/ opposing counsel; review of depositions; review & preparation of exhibits; telephone conf. w/client re: appraisal	4.00	\$150.00	\$600.00
09/24/03	Telephone conf. w/ opposing counsel re: exhibits; review & finalize all real estate exhibits	3.00	\$150.00	\$450.00
09/23/03	Met w/ Ron Valentine and client re: testimony re: amendments & taxes	.75	\$150.00	\$112.50
09/24/03	Met w/client re: exhibits, financial declaration, testimony trial preparation	4.00	\$150.00	\$600.00
09/25/03	Met w/ client and went to opposing counsel's office re: exhibits; trial preparation	2.50	\$150.00	\$375.00
09/26/03	Met w/client re: testimony trial preparations; telephone call w/ Mr. Bodell re: trial	2.00	\$150.00	\$300.00
09/27/03	Reviewed Plaintiff's Exhibits; trial prep.	3.00	\$150.00	\$450.00
09/29/03	Bench Trial	9.00	\$150.00	\$1,350.00

COSTS:	\$870.60	\$ 870.60
ATTORNEY FEE		\$ 9,952.50
	TOTAL.	\$10,823.10
PAYMENTS 10/01/03		- \$ 2,200.00
PAYMENTS 09/29/03		- \$ <u>2,000.00</u>
	BALANCE OWING	\$ 6,623.10

Not every telephone conversation w/ client is listed nor several  
retrieved messages from attorney's voice mail

Michael D. Murphy (#5115)  
13 North Main  
P.O. Box 15  
Kaysville, Utah 84037  
Phone (801) 547-9274

2003 NOV 17 3:12  
DISTRICT COURT

---

IN THE SECOND JUDICIAL DISTRICT COURT  
DAVIS COUNTY, STATE OF UTAH

---

ALBERT B. BLOSCH,	)	AFFIDAVIT OF ATTORNEY FEES
	)	
Petitioner	)	
	)	
vs.	)	Case No 024701139
	)	
LESLIE DAWN ETHINGTON-BLOSCH,	)	
	)	
Respondent.	)	

---

STATE OF UTAH )  
( ss:  
COUNTY OF DAVIS )

Affidavit of Attorney Fees



VD11352971  
024701139 ETHINGTON-BLOSCH, LESLIE DAWN

MICHAEL D. MURPHY, being first duly sworn, does hereby state as follows:

1. That I, Michael D. Murphy, have been practicing law for sixteen years.
2. I performed the following services on behalf of Leslie Blosch.
  - a. interview client and review divorce complaint
  - b. file answer and counterclaim
  - c. file a motion and affidavit for Order to Show Cause
  - d. draft set of interrogatories and request for production of documents
  - e. various correspondence to client and opposing counsel
  - f. review answer to counterclaim and counter-affidavit and motion for

temporary orders

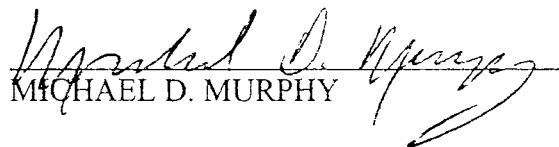
g. review responses to interrogatories and request for production of documents

- h. draft responsive affidavit;
- i. prepare and review answers to petitioner's interrogatories;
- j. prepare amended response to interrogatories;
- k. prepare supplemental affidavit;
- l. prepare subpoena to produce records;
- m. prepare supplemental response to interrogatories;
- n. attend Order to Show Cause hearings;
- o. prepare and send motion and order to withdraw.

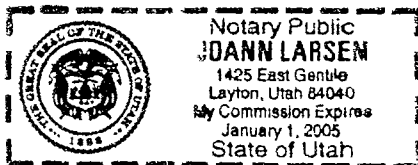
3. Ms. Blossch paid me \$1,430.00 for services and court fees.

4. I have received payment in full from Ms. Blossch for services rendered.

SIGNED and DATED this 12<sup>th</sup> day of November, 2003.

  
MICHAEL D. MURPHY

SUBSCRIBED and SWORN TO before me this 15<sup>th</sup> day of November, 2003.



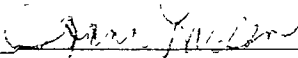
  
NOTARY PUBLIC



CERTIFICATE OF MAILING AND FACSIMILE

I hereby certify that I faxed and mailed, postage prepaid, a true and correct copy of the foregoing Affidavit of Attorney Fees, this 2<sup>nd</sup> day of November, 2003, to:

Stephen D. Spencer  
Facsimile (801) 262-6758  
45 E. Vine Street  
Murray, UT 84107

  
Secretary

**MICHAEL D. MURPHY**  
**ATTORNEY AND COUNSELOR AT LAW**

*13 North Main, P.O. Box 15, Kayville, Utah 84037*  
*Telephone (801) 547-9274 Facsimile (801) 547-9496*

November 12, 2003

To Whom It May Concern:

Please be advised that Leslie Blosch paid me \$1,430.00 for attorney fees and costs in her case. She paid \$500.00 on July 11, 2002 and another \$930.00 on September 30, 2002.

Thank you very much.

Very truly yours,



Michael D. Murphy

MDM:jl

Letter from Michael Murphy



VD11352972

024701139 ETHINGTON-BLOSCH, LESLIE DAWN

November 13, 2003

2ND DISTRICT COURT

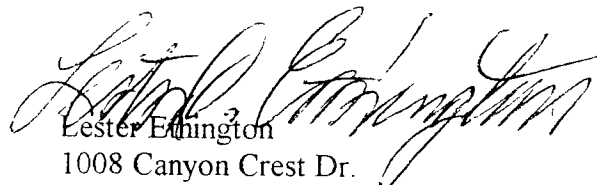
2003 NOV 17 P 3:12

Honorable Rodney Page  
Second District Court  
800 West State Street  
Farmington, UT 84025

Dear Mr. Page:

This letter is to certify that I, Lester Ethington have loaned Leslie Blosch  
\$4,150.00 for attorney's fees

Sincerely,

  
Lester Ethington  
1008 Canyon Crest Dr.  
Bountiful, UT 84010  
(801) 292-7918

Letter to Judge Page from Lester Ethington



VD11352974

024701139

ETHINGTON-BLOSCH, LESLIE DAWN

November 13, 2003

SECOND DISTRICT COURT

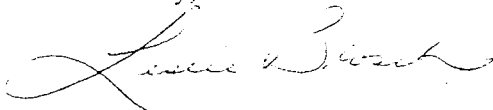
2003 NOV 17 PM 3:12

Honorable Rodney Page  
Second District Court  
800 West State Street  
Farmington, UT 84025

Dear Mr. Page:

This letter is in regard to personal expenses for attorney's fees, etc. I have taken \$500.00 from my line of credit for this cause. I have also paid \$70.00 in filing fees for attorney Michael Murphy.

Sincerely,



Leslie Blossch  
(Mailing Address)  
402 North 75 East  
North Salt Lake, UT 84054

Letter to Judge Page from Leslie Blossch



VD11352976

024701139 ETHINGTON-BLOSCH,LESLIE DAWN

**FILED**

AUG 29 2003

SECOND  
DISTRICT COURT

DENISE P. LARKIN, #7741  
 PATTERSON, BARKING, THOMPSON & LARKIN  
 427 27<sup>th</sup> Street  
 Ogden, Utah 84401  
 Attorney for Petitioner  
 Telephone: (801) 394-7704  
 Facsimile: (801) 394-7706

---

IN THE SECOND JUDICIAL DISTRICT COURT, STATE OF UTAH  
 DAVIS COUNTY, FARMINGTON DEPARTMENT

---

ALBERT B. BLOSCHE,	:	MOTION AND ORDER TO CONTINUE
	:	TRIAL
Petitioner,	:	
	:	
v.	:	
	:	
LESLIE DAWN ETHINGTON-	:	
BLOSCHE,	:	Civil No. 024701139DA
	:	
Respondent.	:	Judge: Rodney S. Page

---

The respondent, Leslie Dawn Ethington-Blosch, by and through his attorney of record hereby motions this court for a continuance of the trial set for August 25, 2003, which is based upon the following:

WHEREAS, counsel for the parties had a telephone conference with the Honorable Rodney S. Page to reschedule the trial that had been stricken from May 12, 2003 on or about June 10, 2003;

WHEREAS, after respondent's counsel had informed her client that a new trial was scheduled for August 11, 2003, respondent's counsel was informed of additional information respondent had discovered which she needed additional time to investigate;

247

Motion and Order to Continue Trial



VD11231600

024701139 ETHINGTON BLOSCHE LESLIE DAWN

Motion and Order to Continue Trial  
Blosch v. Blosch  
Civil No. 024701139DC  
Page 2

WHEREAS, counsel for respondent requested a telephone conference with opposing counsel and the Honorable Rodney S. Page which was held a few days after the new trial was scheduled;

WHEREAS, at that time respondent's counsel requested the trial be moved until September 2003, or at least without date until respondent could send further discovery and investigate other assets she believed the petitioner had an interest in;

WHEREAS, the Court directed that further discovery be sent and the trial held on either August 11, 2003, August 18, 2003 or August 25, 2003, depending on the availability of the parties' witnesses. The Court further directed respondent's counsel to contact his clerk to inform her of the chosen date;

WHEREAS, respondent's counsel discovered her expert witness, Dr. Victor Cline, would be on a cruise during the time frame of August 8, 2003 through August 19, 2003, so the August 25, 2003 was selected;

WHEREAS, respondent, prior to the second telephone conference with opposing counsel, her counsel and the Honorable Rodney S. Page, expressed her concern to her counsel in June 2003 that she believed petitioner would delay answering the interrogatories until the last minute and prevent her the necessary time to verify the documentation. This concern was addressed by respondent's counsel during the telephone call. In

Motion and Order to Continue Trial  
Blosch v. Blosch  
Civil No. 024701139DC  
Page 3

addition, the respondent communicated this concern to, Dr. Peterson, her treating physician. (Attached as Exhibit "A" is a copy of a letter and is incorporated herein by this reference.) Given the emotional instability of the respondent of which the petitioner is aware, the evidence strongly suggests any delay in answering the interrogatories or other perceived delays would certainly cause the respondent to become further emotionally and physically incapacitated.

WHEREAS, respondent's counsel sent discovery on June 26, 2003 requesting additional information regarding assets that respondent believed the petitioner had an interest in;

WHEREAS, respondent's counsel, on June 25, 2003, sent a letter requesting supplemental information needed from the respondent's first answers to interrogatories. (Attached as Exhibit "B" is a copy of the letter and is incorporated herein by this reference);

WHEREAS, in the June 25, 2003 letter, respondent's counsel specifically stated that the only discovery her client needed to supply was an updated list of her monthly expenses and if this was incorrect to please contact her;

WHEREAS, the next contact with petitioners' counsel was in late July 2003, when petitioners' counsel called to ask about expert witnesses. At that time, respondent's counsel stated that

Motion and Order to Continue Trial  
Blosch v. Blosch  
Civil No. 024701139DC  
Page 4

interrogatories were soon due;

WHEREAS, the next contact between counsel was when respondent's counsel retrieved a message from her cell phone on August 11, 2003, wherein a message was left by a secretary stating the petitioner needed additional time to answer the interrogatories;

WHEREAS, respondent's counsel, in response to the message received on her cell, called petitioner's counsel to discuss the issue on August 11, 2003. Respondent's counsel was informed that petitioner had not delayed the interrogatories on purpose; rather, petitioner's counsel stated it had been due to scheduling problems;

WHEREAS, respondent's counsel informed petitioner's counsel that due to the untimeliness in answering the interrogatories, respondent desires to seek a continuance of the trial. Respondent's counsel informed petitioner's counsel the respondent is very emotional and distraught at this time and is quickly unraveling both physically and emotionally due to the closeness of trial, the untimely receipt of the interrogatories, and dealing with her medical condition;

WHEREAS, petitioner's counsel then informed respondent's counsel that her client had failed to provide requested discovery from a January 27, 2003 letter. Respondent's counsel stated that



Motion and Order to Continue Trial  
Blosch v. Blosch  
Civil No. 024701139DC  
Page 5

she recalled sending the requested discovery and the only thing still outstanding was an updated monthly expense list.

WHEREAS, respondent's counsel upon completion of the telephone call with petitioner's counsel verified that respondent had provided the requested discovery on March 7, 2003 which was in answer to a letter from petitioner on January 27, 2003.

(Attached as Exhibit "D" are copies of the two letters and are incorporated herein by this reference.)

WHEREAS, respondent's counsel did notice that the March 7, 2003, letter included an additional item of discovery she had overlooked and that was documentation of respondent's debts;

WHEREAS, respondent's counsel prior to the May 12, 2003 trial received the discovery of her client's debts; however, the information was never forwarded to opposing counsel due to the trial being continued;

WHEREAS, respondent's counsel did send a letter and the requested debt information to petitioner's counsel on August 12, 2003 (A copy of the letter is attached as Exhibit "C" and is incorporated herein by this reference;

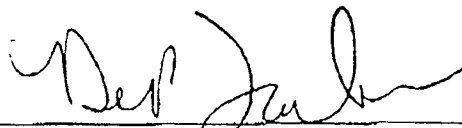
WHEREAS, respondent's counsel did receive petitioner's answers to interrogatories by "courier delivery only" on August 12, 2003;

NOW THEREFORE,

Motion and Order to Continue Trial  
Blosch v. Blosch  
Civil No. 024701139DC  
Page 6

1. Due to the untimeliness of the petitioner in answering respondent's second set of interrogatories and request for production of documents she seeks a continuance of the trial so she has ample opportunity to review the discovery and subpoena further information as necessary; and

2. Based upon the diagnosis of her treating physician, that due to her medical condition, the respondent needs ample time to review the documentation.



Denise P. Larkin  
Attorney for Respondent

IT IS HEREBY ORDERED ADJUDGED AND DECREED:

The respondent's motion to continue trial is hereby granted and the trial is rescheduled until the \_\_\_\_ day of \_\_\_\_\_, 2003.

BY THE COURT

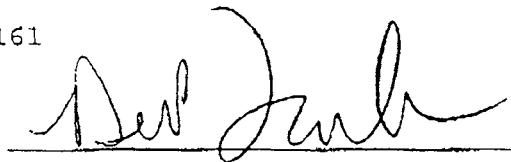
\_\_\_\_\_  
Honorable Rodney S. Page  
District Court Judge

Motion and Order to Continue Trial  
Blosch v. Blosch  
Civil No. 024701139DC  
Page 7

CERTIFICATE OF SERVICE

I hereby certify that on the 13 day of August, 2003, I  
mailed, first class, postage prepaid, and by facsimile  
transmission, did serve a copy of the foregoing on the following:

Douglas Adair  
845 South Main, Suite 23  
Bountiful, Utah 84010  
Facsimile Number: (801) 298-5161

A handwritten signature in cursive script, appearing to read "David J. Adair", is written over a horizontal line.

**Dennis R. Peterson MD**

415 Medical Drive, Bountiful Utah 84010  
801-292-7254 Fax 801-293-5494

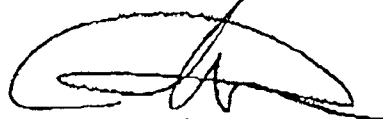
07/17/03

To Whom It May Concern

Re: Scheduling of Court Dates

Mrs. Bloch continues to suffer symptoms of a Post Traumatic Stress Disorder/ Anxiety state. She cites concerns over continued invasion of her home by her estranged husband, and mounting fear of being unfairly disenfranchised by tricky legal maneuvering. She alleges that she serendipitously came across a real estate development which he had carefully hidden from her in an effort to conceal assets. This, plus an alleged refusal to provide requested asset listings, has played upon the longstanding effects of being 'played with emotionally' and is having a negative impact on her medical status. Should she, indeed, be successfully denied a fair encounter with him in the courts, I fear that substantial emotional harm will be imposed on a nearly permanent basis. Hence, from a medical standpoint, I would ask the court to allow sufficient time for her to fully verify assets before proceeding with the resolution phase of this case.

Sincerely



Dennis R. Peterson MD

EXHIBIT A

251

**PATTERSON, BARKING, THOMPSON & LARKIN**

ATTORNEYS AT LAW  
427 - 27TH STREET  
OGDEN, UTAH 84401

PHILIP C. PATTERSON  
JUDY DAWN BARKING  
LAURA K. THOMPSON  
DENISE F. LARKIN

TELEPHONE (801) 394-7704  
FACSIMILE (801) 394-7706

June 25, 2003

Doug Adair  
CRAMER & DAVIS, L.L.C.  
Smith Hyatt Building  
845 South Main, Suite 23  
Bountiful, Utah 84010

Re: Blossch v. Blossch  
Civil No. 024701139DC

Dear Doug:

I have sent under separate cover, a second request for interrogatories. You should receive them about the same time as this letter. Also, I have reviewed the original request for interrogatories and production of documents sent to your client from Mr. Murphy's office. I have also reviewed your client's answers to those interrogatories. With regard to some of the interrogatories and documents, I will need supplemental information as required by Utah Rules of Civil Procedure, Rule 26(e).

The following represents the additional information I need at this time. Please have your client answer the interrogatories from the time he answered the last interrogatories to the date he signs and has his signature notarized on the supplemental answers. Please have your client provide the following information, if applicable, on interrogatory nos. 1, 2, 3 (last three pay stubs), 4, 5, 6 (my client has some copies but not in their entirety), 7, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 (You have provided a list of the witnesses but I have not received a summary of their testimony.)

Also, in the information you provided me from my letter dated, January 16, 2003, (copy attached), I did not receive the August 2002 statement, America First Credit Union Account No. 251835-5. Is there a reason this was missing?

255

EXHIBIT B

Doug Adair  
June 25, 2003  
Page two

Based upon the deposition on February 6, 2003, I need the following information:

1. I need a copy of the entire documentation regarding the an LLC per page 16 of your client's deposition.

If there is anything further, I will let you know. And, if there is anything that you need from my client please let me know. Based upon my letter to you dated March 7, 2003, the only remaining discovery my client needs to submit is her updated monthly expenses which I have asked her to review.

Also, my client informs me that she believes your client is accessing her mail box and coming into the residence at 468 North Frontage Road. I would hope that if your client is monitoring her mail or if he is, indeed, coming into the condominium uninvited that he would stop. Apparently, my client has experienced several items in the home being tampered with and receipts left in her home from stores she has not been at and for items she has not purchased. Please talk to your client about these concerns.

Sincerely,



Denise P. Larkin

DPL  
encl.

**PATTERSON, BARKING, THOMPSON & LARKIN**

ATTORNEYS AT LAW  
427 - 27TH STREET  
OGDEN, UTAH 84401

PHILIP C. PATTERSON  
JUDY DAWN BARKING  
LAURA K. THOMPSON  
DENISE P. LARKIN

TELEPHONE (801) 394-7704  
FACSIMILE (801) 394-7706

March 7, 2003

Doug Adair  
845 South Main Street, Suite 23  
Bountiful, Utah 84010

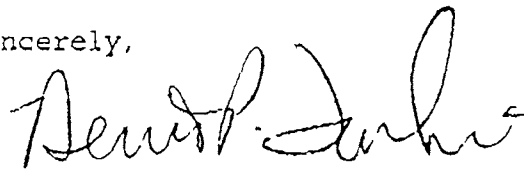
Re: Blossch v. Blossch

Dear Doug:

Attached please find copies of most of the discovery request that you asked for in your letter dated January 27, 2003. From what I can determine, the only items left are an update of her monthly expenses and debt. I should have that completed by next week. Thanks.

Also, please let me know about the trial continuance.  
Thanks.

Sincerely,



Denise P. Larkin

DPL  
encl.

**PATTERSON, BARKING, THOMPSON & LARKIN**

ATTORNEYS AT LAW  
427 - 27TH STREET  
OGDEN UTAH 84401

PHILIP C. PATTERSON  
JUDY DAWN BARKING  
LAURA K THOMPSON  
DENISE P LARKIN

TELEPHONE (801) 394-7704  
FACSIMILE (801) 394-7706

August 12, 2003

VIA FACSIMILE TRANSMISSION  
Douglas Adair  
845 South Main Street  
Bountiful, Utah 84010

Re: Blossch v. Blossch

Dear Doug:

I just retrieved the message your secretary left on my cell phone on some Friday stating that you need to have an extension on the interrogatories until some Wednesday. I am unclear what Friday your secretary called or what Wednesday you intend to send the interrogatory information.

As you may be aware, the interrogatories were due July 26, 2003 and given a three day mailing period no later than July 29, 2003. It is now August 12, 2003 and I have not received any interrogatory answers from your client on the Respondent's Second Set of Interrogatories.

I realize that interrogatories are time consuming; however, we have a trial scheduled for August 25, 2003 and I am out of town later this week until August 19, 2003, and I simply cannot extend any request to delay any further answers to interrogatories at the request of my client. She has long been concerned that your client would delay the answers until the last possible moment and then send them to her only leaving her minimal time to verify and adequately subpoena further information, if required.

As stated in my letter to you June 25, 2003, I had additional answers to the Respondent's first set of interrogatories which I have not received.

258

EXHIBIT 'D'



Doug Adair  
August 12, 2003  
Page two

I have previously sent documentation to you that my client provided me and I know that she has directly given to your client several files and documents. In my June 25, 2003, letter I indicated that I had reviewed a March 7, 2003 letter sent to you and concluded that the only information needed was an update of her monthly expenses. I know we talked near the end of July regarding expert witnesses and I mentioned to you at that time that interrogatories were soon due and that I recalled I only had to give you an updated expense list of my client. I have not heard from you whether anything further is needed. Please advise.

Lastly, I need to have a brief summary as to what your experts will testify too.

I realize that it is customary to extend time to answer interrogatories, but under normal circumstances, a trial is not looming as in this case.

Sincerely,



Denise P. Larkin

DPL

P.S. Doug I just finished my telephone conversation with you regarding the above mentioned issues. It is my understanding that you will provide the interrogatories to me today either by fax or having a runner deliver the documents to me. In addition, you state that my client has been uncooperative by not providing adequate telephone numbers or delaying seeing Dr. Gage. In so doing I provided you with her most recent telephone number and mentioned that she receives unsolicited telephone messages from your client. Also, you mentioned that she has delayed giving

you information requested in a letter dated January 27, 2003. In reviewing my filed I sent a letter to you on March 7, 2003 which included all the information you requested in your letter dated January 27, 2003. I only had left to give you her monthly expenses of which I know are outstanding. ( I have attached the letter of March 7, 2003) This information comports with my letter dated June 25, 2003. If you need me to supply that information again, I would be happy to do so. As I stated, due to my client's emotional stability at this time and her suspicions that your client has purposely delayed getting the information to her she has asked that I seek a continuance so that she can adequately review the answers to interrogatories.

FILED  
UTAH APPELLATE COURTS  
MAY 18 2004

Leslie Blosch  
Attorney in Pro Per  
402 N. 75 E.  
North Salt Lake, UT 84054  
Telephone (801) 295-5724

IN THE UTAH COURT OF APPEALS

---

ALBERT BLOSCH	)	DOCKETING STATEMENT
	)	Appellate Case No
Petitioner and Appellee,	)	20040290-CA originally filed under
	)	Appellate Case No. 20020606-CA
vs.	)	20020606-CA on May 18, 2004
	)	
	)	District Court No.
LESLIE BLOSCH	)	024701139
	)	
Respondent and Appellant	)	Class No. 49 pages
	)	

---

PURSUANT TO RULE 9, Utah Rules of Appellate Procedure,  
appellant submits this docketing statement.

1. Notice is hereby given that Leslie Blosch in the above-entitled case, hereby appeals to the Utah Court of Appeals from the final divorce decree, post-trial motion orders and the Ruling from the Second Judicial District Court, Farmington, UT.

2. JURISDICTION. This court has jurisdiction pursuant to

( Utah Code Ann. S 78-2a-3(2)(H).

3. RELEVANT DATES.

a. Divorce Decree entered on February 26, 2004.

Ruling entered on December 19, 2003.

Post-Trial Motions entered on March 3, 2004.

b. The appeal was filed on March 25, 2004.

c. (1) a. Bifrucated Decree of Divorce Filed on October 21, 2003. Objection to the Proposed Order sent to the Court on \_\_\_\_\_. I don't believe this objection was formally accepted. However, the request inside on the grounds of divorce were granted and amended in the Ruling and divorce decree. See attached.

b. Divorce Decree Filed February 26, 2004

Ruling filed december 19, 2004

c. (2) a. The ruling, and Divorce decree amend the findings in the Bifrucated Decree of Divorce upon the grounds of divorce. The objection to the proposed order asking for the grounds to change was never signed and is really no where to be found with the court.

4. INMATE MAILBOX RULE. Not applicable

5. **RULE 54(B).** Not applicable
6. **CRIMINAL CASES.** Not applicable
7. **ISSUES ON APPEAL.** Appellant intends to assert the following issues on appeal.
  - a. **Alimony.** The trial court erred in awarding insufficient alimony to the Respondant, in an amount that would meet her needs and also erred in not customizing the standard of living maintained in the marriage and equalizing the incomes. It also erred by disregarding certain aspects of the code which are required to look at before it's determination of alimony. The trial court also erred in regard to deeming alimony for only 3 years of a 7 1/2 year marriage instead of for the full-length of the marriage. They erred in not giving the respondent (myself) rehabilitative alimony.

**DETERMINATIVE LAW- Willey v. Willey 951 P.2d 226**

Although some conditions in Willey v. Willey apply not all of them do. I believe that alimony should be awarded according to my needs and changed from it's current standing. **Utah Code Ann. S 30-3-5 (7) (a) (i), (ii),(iii),(iv), Utah**

**Code Annotated S 30-3-5 (7) (h). Willey V. Willey, 866**

**P.2d 547, 549. However, if my case I do not support support the findings that I should be imputed a wage.**

Utah Code Ann. 30-3-5 (7) (a) (i), (ii), (iii), (iv), 30-3-5 (7)(d), 30-3-5 (7) (h). Under Utah Code 30-3-5 -Standard of Living, It states: Alimony should, so far as possible, equalize the parties' standards of living.

**STANDARD OF REVIEW-** Utah Code 30-2-1 Duty to support Wife. It is still the law in this state, despite many changes in law respecting status of married women, that husband is under a duty to support his wife. Nor does this duty terminate when marriage is dissolved at suit of wife, and she remains unmarried and in need of support. I would like the court to address the issues of alimony, my ability to work, my need for a standard of living increase, and others mentioned above. The fact is that no affidavit was sent forward by me stating the amount that the petitioner claimed was the list of my needs. The original affidavit is not filed with the court. Nonetheless, it is stated on the transcripts. I would like the court to examine

the issues of alimony in which the judge disgarded in abuse of discretion. I would like the alimony to be awarded as well, in regard to the property and income in which he receives, that was not included as monies to be determined in regard to alimony. Certain properties were still under discovery because of lack of cooperation with the petitioner in his discovery requests. He is responsible for the condition I have in regard to symptoms of Post Traumatic Stress Disorder.

b. **Findings of Fact and Conclusions of Law and Divorce Decree, Post Trial Motions, and Ruling** err in places with respect to several issues which either were not addressed by the court or which language has been added to the Court's Order. Information which is inaccurate is used to represent fact, which is very condemning and effects the financial and areas of complaint in the outcome of this case. Facts and Findings and Conclusions of Law have been misconstrued-in the Ruling and from the Ruling to the Divorce Decree as well as from the court to the Post-Trial Motions and in many other aspects of this case. There

is clerical error as well. The Facts and Findings nor conclusions of law in this case, do not represent the totality of the circumstance nor do they represent it with accuracy or truth.

**DETERMINATIVE LAW- Clearly Erroneous Standard.**

Utah Rules of Civil Procedure 52 (a), Rule 60 (b)(1), (2), (3), (6). Amendment XIV Sections 1 & 5.

**STANDARD OF REVIEW- Clearly Erroneous Standard.**

A trial court's findings of fact are reviewed under a clearly erroneous standard. A trial court's findings of fact are clearly erroneous if they are so lacking in support as to be against the clear weight of the evidence.

c. **Interrogatory requests-** Did the trial court error in not finding the Petitioner in Contempt of Court for not handing in his interrogatory completely ever, and for not compelling him to do his discovery, and for allowing him to drag on the proceedings, and leaving the situation as stands unfinished, and for then placing blame on me?,

**Determinative Law- Utah Rules of Civil Procedure**

**Rule 26 (e) (1), 26 (e) (2). Utah Code Annotated 78-7-18.**



**Standard of Review-** The petitioner should have been found in contempt of court. Instead, the original filing of the request for him to be in contempt of court by myself, was stamped as filed. I saw it in the file unstamped. It is set aside and not listed on the docket.

d. **Discovery-** The trial court promised discovery rights to defendant (myself) after the trial because of non-compliance of petitioner with discovery. Then after the trial refused to allow discovery rights in the way in which it promised, being too late to do anything about it.

**Determinative Law-** Utah Rules of Civil Procedure Rule 26 (F) (2) (B), Abuse of discretion, United States Constitution Amendment XIV, Section 1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No state shall make or enforce any law which shall abridge, the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its

jurisdiction the equal protection of law, Amendment XIV  
Section 5.

**Standard of Review- Abuse of discretion was applied**

**here.** The judge promised prior to the trial as a condition to go to trial that I could do discovery after the trial on undisclosed property. He then changed his mind and gave a final order on the last day of trial that this would not be the case. He also let the order not to transfer, etc. (listed in this case to be stopped, allowing the other party to do so.

e. **Abuse of discretion.** The trial court erred in not allowing Respondant to address the issues to which it ruled on in the hearing on February 24, 2004 - at the request of the Judge in his Notice of Motion for New Trial. The judge then ruled on certain commentary and precluded the possibility of any fair justice by not allowing me to address the concerns on and of all issues that were raised.

**Determinative Law:** Amendment rights, All parties have the right to file for redress for the grievances that have been placed upon them. Amendment XIV Section 1, Amend-

ment XIV Section 5.

**Standard of Review: The court called me to talk about**

certain issues, which it did not let me address. These issues primarily raised are within post-trial issues as well as issues raised during the proceedings and the trial. He cut me off. He did not give me a chance to address all of the issues he asked me there to speak about. I was to the point.

He did not properly as it states in the book, How To Represent Yourself in Court, allow me to speak in regard to the issues that the other attorney brought up after I spoke. I couldn't even speak as to say, " you haven't addressed other issues in common. He signed the divorce decree that I was disputing, without allowing me to answer the attorney who made false claims, and without due process of law. What was I supposed to do but appeal. At that point, what was I to but appeal? There were a lot of post-trial motions based upon the facts of the unfair outcome. He prohibited me from filing any motions of any kind or basically anything after that date of February 24, 2004. I did file however notices. I filed an Order to Show Cause

which his clerk told me I could. It was never served by the sheriff's office because of Mr. Blossch's games of not wanting to be served. What would I have done. I couldn't file any motions for alternate service? Luckily he somewhat cooperated. New issues that needed to be addressed would have been properly filed. The Judge made a ruling that same day (February 24, 2004) date of trial on Motion for a new trial without even hearing The Order to Show Cause, saying that it was without basis, when in fact it was to enforce the judge's ruling in asking cooperation from the other party. I feel he is definitely bias.

f. **Attorney's fees and costs incurred during the pendency of the action.** The trial court erred in it's award of attorney's fees to respondent. The trial court disregarded the ability to pay and the resources available for the petitioner, a Skywest Airline pilot and the fact that I myself am a homemaker with an inability to pay. The trial court also erred in the fact that it only allowed attorney's fees of myself in the amount of \$ 6500.00 and the petitioner approximately \$17, 500.00 for attorney's fees in the same action.

The trial court also erred in punishing me for changing attorneys'during the action, by not paying my attorney's bill's when indeed there was justifiable cause in dismissing the attorney's to which incompetency, biasness, negligence, misconduct, etc., were based.

**DETERMINATIVE LAW: Willey v. Willey 951 p.2d 226 ,**

**Utah Code UnAnn. S 30-3-3 (1).**

**STANDARD OF REVIEW:** Abuse of discretion. The court did not consider my ability to pay my court costs in determining this award. This particular circumstance is based on certain criteria. In the ruling, you will note that it states, " The court concludes that a reasonable attorney's fee, but for the actions of the respondent, would be \$6500.00. The judge is punishing me for the fact I changed attorneys. Nonetheless, it was not my desire to have to change attorneys. It is because of the actions that they took against me,that I had to dismiss them. Regardless of this fact, the petitioner in his action, the same action, paid approximately \$18,000.00 for attorneys fees. Am I not entitled to the same sum for the same case?

The court also found that I would have to cash out my retirement assets to pay attorney's fees. Nonetheless, the retirement of Mr. Bloch was first deducted from the amount available in the marriage before alimony was determined. This was anywhere from \$600.00 per check. (every two weeks) My retirement of someone with nothing is up for grabs, but Mr. Bloch's retirement is protected. This is how it now stands. Attorney's fees are largely increased because of Mr. Bloch's non-cooperation in discovery and dragging this case out. It will be more money to do discovery after this appeal. I will need fees for this as well.

g. **Real Property Division**. The trial court erred in deeming that I was not entitled to any of the real estate property acquired during the marriage other than the residence to which I occupied at the time of divorce. In regard to this issue the trial court also erred in its failure to not uphold me in my quest for full disclosure of assets in real property, making false promises by telling me I would be able to do discovery on property after the trial

in it's attempt to satisfy me in going to trial without discovery being answered by petitioner (lack of non-compliance) and then going back on it's word at the end of trial. It also erred in this matter by dissolving the order not to liquidate, encumber, sell, dispose of and transfer any marital assest pending proper procedure has taken place.

**DETERMINATIVE L AW:** Utah Rules of Civil Procedure Rule 26 (F) (2) (b). Utah Code Ann. 30-2-4, 30-2-6, 30-3-3, 30-3-5 (7) (a) (i), (ii), (iii), (iv). Amendment XIV Sections 1 & 5.

**STANDARD OF REVIEW:** A trial court's finding is clearly erroneous when it is against the clear weight of the evidence. One particular property that discovery was done on located at 147 West 200 South, Bountiful, UT 84010 clearly fits the erroneous title listed above. The others are still needing to be discovered.

h. **Amendment rights.** In the concluding moments at the trial on February 24, 2004. (Notice of Motion for New Trial) requested by the Judge, the petitioner's attorney requested that I not be able to file any motions of any kind

whatsoever. The judge then told me, " The only thing I could file with the court is an appeal or a supercedes bond. I said, " you mean I can't even file an objection to the proposed order in regard to this case. He told me no. I have been prohibited from filing anything. The trial court erred in prohibiting me from filing for the grievances in which I was done wrong in and which prohibited me from filing anything including a motion to modify, objection to the proposed order, or for any reason without the fear of being sent to jail.

DETERMINATIVE LAW: Amendment XIV Sections 1 & 5.

STANDARD OF REVIEW: What am I to do as far as getting any justice in the court system, or in filing for future grievances such as Non-compliance, Motion for modification, Motion to Seal, etc. These are only some of the issues perhaps might be addressed. I would like to file for a new trial just as soon as discovery has been met on the property issues.

i. **Subpeonas**- The trial court erred in deeming that



the respondent during the time after the November 7, 2003 hearing and before the February 24, 2004 trial, and acting as her own attorney, could not issue any subpoenas in her case to assist her in accomplishing the things which the trial court ruled and in which was needed to be issued by the trial court. A notice came on the screen to the court clerks not to issue any subpoenas in this case.

DETERMINATIVE LAW: Amendment XIV Sections 1 & 5.

STANDARD OF REVIEW: How am I to do any discovery if the judge bans my ability to do discovery through Subpoenas? Is this right? Abuse of discretion is clearly in this matter.

j. Supersedes bond. The trial court was clearly using an abuse of discretion with the defendant, in that a supersedeas bond was required for her to file, which I did not have means to purchase, for her to have a stay on the properties in which discovery was needed to determine her marital sum of funds; which would be taken from discovery requests which needed to be supplied from pet-

itioner. (Petitioner's error) This is denying the plaintiff's right of due process.

DETERMINATIVE LAW: Amendment XIV Sections 1 & 5.

STANDARD OF REVIEW: Should I the person with no income have to file a supercedes bond when I have no money and I am entitled by due process of law to be able to have discovery done without such attachments as the court in it's abuse of discretion could use against me.

k. **401k**- The trial court truly erred in deeming that the 401 k from Skywest Airlines had a value at the time of divorce of \$87,425.00. There was no exhibit of any kind stating that \$87,425.00 was the amount in the 401 (K) at the time of divorce. My attorney verbally told me it had a value of \$ 128,830.61. This is also displayed in an exhibit of the petitioner's #36, that was never asked to come forward. This was after the post-trial motion hearing, and I am not allowed to file motions of any kind or anything with the district court. I could not have possibly brought this exhibit to the attention of the court at this point. The

court at also erred in this matter by not allowing or changing the stipulated amount when a motion was brought forward after the trial, to allow a summary judgement be given; which would allow the sum to be shared according to the judge's ruling which entitled that I receive half of the funds accrued in the plan during the time of marriage minus pre-marital contribution, etc. outlined in the divorce decree. The way it stands is that they deducted the down payment on the condo. which I received, that was from the 401(K) twice.

DETERMINATIVE LAW: Fraud, misconduct, Abuse of discretion are products of these actions in this matter. It was abuse of discretion for the judge not to fix the error, by not allowing me to file any motions in regard to anything.

Utah Code UnAnnotated 7- 8-103 (1) (a), Attorney Contempt of Court 78-7-18, 30-3-5 subheading 7 (a) (i), (ii), (iii), (v). Utah Rules of Evidence Rule 504 d (1) UROE Rule 504 d (4).

STANDARD OF REVIEW: There is misconduct here by the attorney who represented my husband. He clearly knew that

there was this amount in the 401 (k). When a new attorney was entered in as counsel - and knowing that the amount stipulated to on the docket was after the loan on the condo through the 401 (k) was paid off, he allowed the amount of \$103, to represent the total amount in the 401 (k) at the time of the divorce action. He then deducted the house twice. This is fraud. Rules of Evidence rules need to be applied here.

L. **Vacate of Judgment and a New Trial**- The trial court seriously erred in it's decision to not grant a motion to vacate judgement and grant a new trial when it became necessary.

DETERMINATIVE LAW: Utah Rules of Civil Procedure Rule 52. Amendment XIV Sections 1 & 5. Abuse of discretion was used when he did not vacate the judgement considering all of the mistakes made at trial, the error of the court, incorrect facts and findings and conclusions of law.

STANDARD OF REVIEW: The failure of a trial court to enter adequate findings requires that the judgement be

vacated.

m. **Stock and stock options**- The trial court erred in determining that Skywest Stock and Skywest Stock options were one in the same and not making a ruling on how the stock options were to be distributed or that they existed as a marital asset. They were separate entities. Petitioner testified that they were indeed different investments.

DETERMINATIVE LAW: Utah Code UnAnnotated 30-3-5 subheading 7 (a) (i), (ii), (iii),(v)

STANDARD OF REVIEW: Erroneous Error constitutes this claim. It should be regarded as the financial marital property of all asset incurred during the marriage, and awarded as such.

n. **Trial court & Attorney error**- Did trial court err in not granting the Motion's put forth to admit evidence into trial, after an attorney fails to bring them forward as agreed? This caused harmful error.

DETERMINATIVE LAW: Utah Rules of Evidence Rule 504 d (3). Utah Rules of Evidence

STANDARD OF REVIEW: Due to no fault of my own and

after the trial court had all the exhibits in the binder. The attorney failed to ask for the exhibits to be brought forward into evidence. This caused harmful error. There are other issues in regard to attorney's that apply. Just to name a few negligence, mistakes, fraud, etc.

**o. Abuse of discretion & Sealed Deposition Transcripts.**

Did the trial court err in writing on the sealed court transcripts from the depositions taken on February 16, 2003 the words, sealed upon request of the respondent. I did not request for them to be sealed. I submitted them for the judge to open and look at them for evidence to determine alimony, to prove my claim, to which he did not open but ruled against me, when the evidence was clearly in front of him.

DETERMINATIVE LAW: Amendment XIV Sections 1 & 5.

STANDARD OF REVIEW: It is the duty of the judges and magistrates to handle the law in a manner that would uphold and defend the constitution of the United States and render everyone the right to **due process of law**.

The judgement is clearly erroneous when all evidence in the light are so lacking in support as to be against the clear weight of the evidence.

- p. **1997Jeep Grand Cherokee-** The trial court truly erred in it's findings that the Jeep Grand Cherokee had a value of \$1,850.00. The values were stated on the docket which clearly misrepresent this value. The trial court erred in not determining it's value as marital equity because of it's false claim of value. I am not allowed to file for grievances at the trial court. What is the value of this vehicle? It is worth approximately \$9,500.00. On the court docket it stated that the vehicle had a balance owing of \$ \$1,850.00. This gives it a marital value of \$ 7, 650.00. By the way this vehicle was purchased months before the divorce. With all his extra cash he has money to pay it off and then some. I have not received any monies from this assest.

DETERMINATIVE LAW: Utah Rules of Civil Procedure  
Rule 60 (a), (b)1 Amendment XIV Sections 1 & 5.

STANDARD OF REVIEW: The Judgment is clearly erroneous when in the light the court's findings are against the

clear weight of evidence. They are clearly erroneous.

- q. **Newly discovered evidence**- Evidence which was supposed to come forward at trial in regard to the 401 (k) did not. However, it was in the petitioner's binder Exhibit #36. He represented the amounts wrong.

DETERMINATIVE LAW: Utah Rules of Civil Procedure  
Rule 59-Newly Discovered Evidence, Fraud, Rule 52-

Vacation of Judgement: The failure of a trial court to enter adequate findings requires that the judgement be vacated.

STANDARD OF REVIEW: The exercise of discretion must be based on a showing of substantial material evidence, from which it appears there is at least a reasonable likelihood that it would affect the result in a new trial. I have a document stating that there is approx. \$128, 800.00 in the 401 K plan ( Attached, Exhibit A ). This is the date that the bifurcated divorce decree took place. There was clerical error here in a substantial amount- the trial court miscalculated. There also is monies that need to be equally distributed. The weight of the evidence points to a different verdict than previously rendered.



- r. Not being allowed to file anything, motions, etc. - The trial court erred in deeming that I could not file any motions at all in the court. This prohibits me from filing A motion for newly discovered evidence that I did not see until after the trial of February 24, 2004 was over. I must then take them to you. This decision must be changed.

DETERMINATIVE OF LAW: Utah Code UnAnnotated of the Judicial Code 78-7-19, 78-7-20, Utah Code UnAnnotated, Constitution of Utah, Article 1 Section 11; (Courts open-Redress of injuries), Amendment XIV Sections 1 & 5.

STANDARD OF REVIEW: Abuse of discretion was here in the sense that I am not able to file any motions of any kind in this court for anything that includes all future problems in regard to this case: Motion to Seal, Motion to Modify, in the event as current where new evidence is discovered I cannot file without Contempt of Court unless you overturn this decision with a reverse and remand. I placing it in your court.



- s. **Property at 147 West 200 South** - The trial court erred in believing that this property belonged to my ex-husband's brother and not dividing the equity in it. It is truly a marital assest.

DETERMINATIVE LAW: 30-3-5 7 (a )(i),(ii), (iii), (v) see above heading under alimony for additional applicable laws.

STANDARD OF REVIEW: This property had substantial evidence towards the fact that this is Mr. Blossch's property. He testified that it was his brothers. This was the determination that the judge found. It was based all upon heresay. Erroneous standard: When the judgement is against the clear weight of the evidence. It is soley in his name. Even the insurance policy on the house is in his name. It doesn't have to be in the owner's name. It was not placed in an L.L.C. There are alot of other interesting facts.

- t. **Abuse of discretion in regard to the taxes for 2002 and 2003 in regard to the condo and in general.**

Because the trial court will not allow me to file motions, I am appealing this issue to you. It is in regard to the

taxes for the year 2002. The judge did not address this in his ruling. New issues have needed to be dealt with. During the pendency of the divorce proceedings I lived at the marital home. From the year we purchased the home until March of 2004, the condo was solely in Albert's name in regard to the mortgage lender. It was jointly in my name in title. Albert was ordered to pay the condo payment directly to the mortgage company during the pendency of this action. This was in lieu of alimony. So for the tax year of 2002 Albert, (my ex-husband) claims the house as a deduction, when it was my money that paid the house payment for 4 months of that year. This possibly makes me owe a sum of money in taxes which otherwise would not be owed if I were to claim the home for the year 2002. He owes me money for this. I don't want him to be able to claim the home in 2003 either, if he does according to my accountant, I will owe approximately \$1300.00 in taxes, which I otherwise would not pay. I have been the only person living in the home and paying for the home with my alimony, in lieu or not from March 2004 it

changed to regular alimony. I am the rightful person to be able to take the tax benefit. He was paying the mortgage in lieu of alimony on October 21, 2003. I would like this addressed in the amended decree. If he has already taken the tax benefit, then I would ask to be reimbursed for the money in which I am out, if I would have taken the deduction. Also, the judge did not make a ruling as we asked for me to be able to have 1/2 of the tax return for 2002. We were married that entire year. A offer was made by the other party that I could have half of the return if I filed jointly with him. I will not do this for protection purposes. My ex-husband is very underhanded. I will not sign in any of his business dealings where I am liable. Nonetheless, I am entitled to my share of this return whether or not I file jointly. Please uphold this and make a ruling on this when the trial court erred in not doing so. There is a certain issue with liability in regard to the divorce decree with taxes. It was written in different than stated at trial. I should not be responsible for my husband's taxes during time we were married, this includes the condo., which was in his name. This gives him a great tax write off-set. Nonethe-

less if he was dishonest in his taxes they would take they would the benefit he received from the condo and reimburse themselves. The attorney on my husband's side added that I am responsible for the taxes liabilities with the condo. This is absolutely unfair. Great liabilities are out there for my husband. I will not pay the offset for his receiving such funds. Please make this a reverse and remand in a new order. The judge did not say I was liable for the taxes on the condo. , it was made up by the attorney.

DETERMINATIVE OF LAW: Utah Code UnAnnotated 30-2-4. Utah Code UnAnnotated Constitution of Utah, Article 1 Section 11- Courts open- Redress of injuries.

STANDARD OF REVIEW: At the time I lived in the house during the pendency of the action, it was my house. The taxes were not filed until the home was mine. I am entitled if I have to claim this income that I be given the equity credit from the 401K loan and the entitlement to the tax benefit that lies within. I am also entitled to have the condo as a write-off in the year 2003, and am also entitled to my half of the return for 2002.

u. **Monies I paid toward debt during the marriage**

Am I not entitled to have due credit for the monies that I paid towards the loan to Mr. Blossch Senior? The Judge did not give me credit for any of the monies in which I paid. Therefore, this upset the property division.

DETERMINATIVE LAW: Utah Code Ann. s 30-3-5 (7)

(a) (i), (ii), (iii), (iv)

STANDARD OF REVIEW: Marital monies that are earned during the marriage are subject to 1/2 in property settlement. To not allow this would be unfair.

8. **FACTUAL SUMMARY:**

a. I am a single woman. I have no children of this marriage. I was married 7 1/2 years to an airline pilot. For the past 4 years I have been a stay at home homemaker. I have incurred Post Traumatic Stress Disorder symptoms from the abuse of my husband and treatment of his family to me. My condition was confirmed by all experts at the trial this includes my ex-husband's expert. I feel that I am unable to work at this time. My doctor, Dr. Victor Cline, Ph.d., states when asked if I could work, it

really depends on what she feels she can handle. He also said other things in regard to my needing assistance to overcome this and his recommendations were to take it easy. I am not able to pay my bills at this time. The alimony award which was made is insufficient to cover my needs and expenses of daily living. I have to receive from charities to live, which only supply help temporarily. I will have to apply for government assistance for help if this is not reversed and remanded. My husband owns real property other than where he lives. His salary alone at Skywest Airlines is around \$100,000 per year. I am receiving total alimony from him a year of \$15,600.00 for 3 years. This breaks down to \$1300.00 per month. The In October of this year 2004 it will be only 2 years left remaining for me to receive any support. I will then be poverty and without anyway or means to support myself. By the time this proceeding is finished, that is if I'm lucky enough to have it done in 2 years, the alimony will have run out.

The property was not determined in alimony. I need re-

habilitative alimony to help me be able to go to school and get a degree to qualify for a job in which I can support myself when alimony is through. Evidence was supplied in regard to this but overlooked for my attorney's failure to ask for the exhibits to come forward. My husband and I made a deal. I could be a stay at home wife, mother. This is the realm of my thoughts the entire marriage. At this time, the litigation continues because discovery has been not complied within the trial courts and unfair judgments have been made.

By the time this action is through I will have no alimony if I am not extended alimony for the entire length of the marriage, to which I am deserving in the first place. I have been hell with this predatory man and his abuses. I would ask for the relief of extra time because of his non-compliance and taking too long to finish this divorce, prohibiting my healing and ability to get into school, the stress of the issues, etc. It is his responsibility to pay for his wife, even if he divorces here. He is responsible for the abuse and condition of of myself.



Alimony was first determined by a sheet brought forward in the temporary trial. This sheet was not submitted by my attorney. It was an answer to an interrogatory question stating, "What are your current monthly living expenses, or expenditures?" I stated what I spent that month only! I thought that was what they were asking. During that claim I had to borrow to live and certain things were not listed on the sheet because they were paid up until a certain date. Nonetheless, I filed first an affidavit with the court saying my expenses were \$3400.00. A sheet of around \$ 2, 150.00 came forward from the petitioner's side as reflecting my needs. This was deemed my needs. I was imputed a wage of \$7.00 an hour at trial for temporary orders and then a wage of \$9.00 by the Judge. I have since told this to the judge and he doesn't care. I wish common sense were governed in this issue.

By looking at that sheet anyone could tell it wasn't what I needed but what I actually spent. The attorney I had, spent a total of 20 minutes with me total time in the time that I hired him to the 1st temporary trial, when afterward

he was fired. I tried to meet with him several times, to which he just picked up his messages and started to return them. He would hand me back the information that I gave to him and say, " I got it handled, I do this everyday." I even tried giving him information written down for him to read. I doubt he read anything. He just handed me the interrogatories and said answer them.

I'm not a lawyer and had never done them before. I simply didn't think anything of them. I always thought I'd be able to speak to clear up any lies my husband said or any disputes. I wasn't allowed to talk at the trial, but my my husband was. I'm not in a good situation financially now. My health is getting worse, knowing that I will be homeless in two years and the fact that I owe everyone because the court refused to pay my bills for my husband to file for divorce against me. The court's abandoned someone who has been treated horribly and jumped on the bandwagon themselves. The trial court has not issued any rehabilitative alimony, nor did it find on the facts of my condition that the experts agreed upon, instead it drew it's own

conclusion, interesting based upon the fact it is not a doctor.

The court stated I made this up during these proceedings.

I tried to offer proof to the judge in the sealed depositions taken in February 2003, but he ignored them and failed to open them. Then he wrote on them that I ordered for them to be sealed. This is the current station of myself.

b. **Findings of Fact and Conclusions of Law and Divorce Decree, Post Trial Motions, and Ruling** In

these documents added laws were inserted, incorrect findings, rulings by the attorney were asserted, facts and findings and conclusions of law were switched around.

This is how most things are in this trial. Taxes were not addressed for the year 2002. Inacurate findings were not given. A lot of things were left out.

c. **Interrogatory requests**- A motion was filed with the court to find my ex-husband in contempt of court for failing to do his interrogatory requests. The court did not enter it on the docket and it was set aside and made no mention of.

d. **Discovery**- The court promised right before trial

and it states this on the docket that relative to undisclosed property the respondent would have time after the trial to do discovery. Issues were not addressed at trial with exhibits or discovery done, simply due to the fact I wanted all facts before I presented the case. The last day of trial the judge then said, " I could not do discovery at all. It was all over!"

e. Abuse of discretion- a) On February 24, 2004 the parties came before Judge Page on a Motion that he sent out for a Notice of Motion for New Trial. b) The parties spoke about some of the issues in the post trial motions, there were many due to the incompetency of the attorney's. Nonetheless, the judge cut me off and all issues were not raised. An Order to Show Cause was supposed to be heard that day for petitioner's failure to cooperate with the Judge's ruling of putting the condominium in my name. He ruled on it anyway. Without even speaking in regard to it. All post-trial motions were denied. Yet certain issues I raised were somewhat added to the Order on post-trial motions.

f. **Attorney's fees and costs incurred during the pendency of the action-** I had 3 different attorneys' in the course of this action. The first attorney was for about a month the second was all the way through and including the first day of trial, ( about a year ) then a month later during the second day of trial I had my third attorney. Attorney's fees were asked for by myself in the amount of \$ \_\_\_\_\_ See attached Affidavit for attorney's fees. My ex-husband paid approximately \$18,000 at this point in the same action. He has paid a total of \$6500 towards my attorney's fees. In the affidavits that are in the file you will see that \$2500.00 was already subtracted from the amount that we asked for. He has paid the \$4,000.00 remainder he was ordered to pay. It has not been accreted on the attorney's fees affidavits, you will see.

g. **Real Property Division without full discovery-** Properties in question are as far as we know by ferreting things out, ( not by disclosure on the part of the petitioner). Discovery needs to be done on the following:

1. 470 N. Frontage Rd., North Salt Lake, UT 84054

2. 472 N. Frontage Rd., North Salt Lake, UT 84054
3. Brickyard Apartments
4. 1175 South 200 West., Bountiful, UT 84010
5. Southe Pointe Condominiums  
1800 South Main Street  
Bountiful, UT 84010
6. More ? Unknown at this time

Note: By was of ferreting things out we did some discovery of our own on the property at 147 West 200 South, Bountiful UT 84010. We brought this evidence at trial. I would like to do more discovery if needed.

h. **Amendment rights**- I did not file an objection to the proposed order on February 24, 2004. I would have filed one except I didn't want to be thrown in jail. I could have raised many issues if I was not precluded from doing so.

i. **Subpeonas**- The judge has told the clerk's of the court not to issue any subpeonas for me as a Defendant in Pro Per. I cannot do any discovery.

j. **Supercedes Bond**- I object to this. Nonetheless, I was not allowed to file an objection. The date that I was told I could fild a supercedes bond was February 24, 2004.

I have not filed one.

k. **The 401 K** has not been transferred over into my name yet. I have refused to accept the amount that my my ex-husband's attorney verbally claimed of \$87,425.00 as the marital value of the account. I am waiting for the amounts to be changed in the ruling in this issue by the appellate court. I would ask the court to protect my investment by ordering that he cannot liquidate, transfer, encumber, etc. any property that was marital until the decision is made.

L. **Vacate Judgement**- The motion to vacate judgement was given to the court. However, they did not stamp it as filed nor does it show up on the docket.

m. **Stock and Stock Options**- I have not cashed out my stocks from Skywest. I am waiting to get the amounts from Skywest to find out how much I am entitled to. Stock options are needing to be ordered in the decree so that I can send for my share of them too. Again, I would ask the court to protect my shares from being liquidated and argued in the motions before you.

- n. **Trial Court & Attorney error-** There are many things that the attorney's have done that are harmful error. They are just not everyday mistakes. They stipulated to incorrect amounts, lost evidence, refused to defend me and don't keep the promises they made when I hired them and much, much more.
- o. **Abuse of discretion & Sealed Deposition Transcripts.** Evidence about my symptoms of Post Traumatic stress disorder were mentioned at the deposition. They even manifested themselves much earlier. The Petitioner's attorney asked me a question to which I had to answer only yes or no. All the questions from him were that way. He used a half- truth while he was questioning me to get me to say yes to something I could not clearly remember all of but some of off the top of my head. When I got home I realized the error and submitted to the court the depositions sealed and that were only to be opened by the order of the court, to look at them with instructions of page and numbers of where to look with an explanation telling them why I was submitting them. They ignored them. They ruled on my



condition without merit and a doctor's degree.

- p. **1997 Jeep Grand Cherokee-** The exhibits at trial but not brought forward, represent that the petitioner's Jeep Grand Cherokee is worth a value of approximately \$ 9,500. It said at the time of trial he had \$1,850.00 left owing. That would mean there would be an approximate value of \$7,650.00., a marital assest. I can't file any motions to change this with the district court. It is up to you to award the amount.
- q. **Newly discovered Evidence-** Evidence that was supposed to come forward at trial did not. It was from the petitioner's side. View the attached documents. Also, evidence now needs to come forward with other issues but cannot because of my inability to file anything with the court.
- r. **Not being able to file anything, Motions, etc.**
- s. **Property at 147 West 200 South-** The trial court erred in deeming this property that the petitioner claims is his brothers to the marital assets to be divided. All evidence states that this property is my husband's. The ruling I

feel is clearly erroneous and based upon heresay.

- t. **Abuse of discretion in regard to the taxes in the condo. and in general.** 2002 taxes have not been filed yet for me. Albert said he was going to claim the house. I'm assuming he already has.

- u. **Monies I paid toward debt during the marriage -**

A loan to Mr. Bosch senior was taken out to pay off premarital debt. I helped pay this back. Nonetheless, the judge decided I didn't get any credit for this in the offset of the funds and Mr. Bosch charged me twice for this money.

9. **ASSIGNMENT** This appeal is not subject to transfer by the Supreme Court to the Court of Appeals pursuant to Utah Code Ann. S 78-2-2 (4)

10. **RELATED APPEALS** There are no related appeals.

11. **ATTACHMENTS**

- a. The divorce decree of February 24, 2004, Order on Post-Trial Motions, Ruling, other orders asked for.
- b. Rulings and findings are listed in the attached documents.
- c. Not applicable

d. Notice of Appeal

e. Motions filed pursuant to Rules 50 (b), 52 (b), 54 (b), or 59

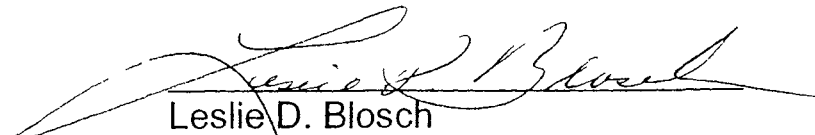
Utah Rules of Civil Procedure, Rule 24, Utah Rules of


Criminal Procedure, or Utah Code Ann. S 77-13-6, and any

orders disposing of such motions.

f. Not applicable

DATED this 18th day of May, 2004.

  
Leslie D. Blossch  
Appellant in Pro Per

  
Notary Public

The motions are submitted to the best of my ability at this time.

In the County of Davis, State of Utah,  
on this 18 day of May, 2004,  
before me, the undersigned notary, personally appeared  
Leslie D. Blossch who proved to me  
his/her identity through documentary evidence in the  
form of a Utah Drivers license to be the person  
whose name is signed on the preceding document,  
and acknowledged to me that he/she signed it  
voluntarily for its stated purposes.

  
Notary Signature and seal

301

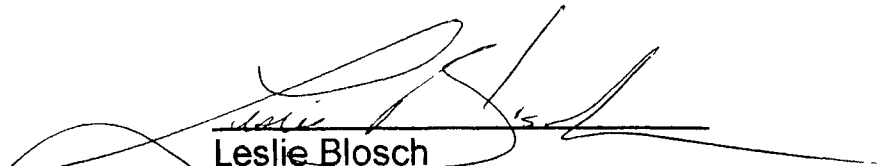


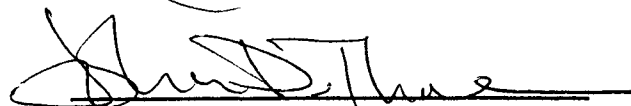
JOHN D. THORNE  
1344 West 4175 South  
Ogden, Utah 84405  
My Commission Expires  
May 9, 2006

## CERTIFICATE OF SERVICE

I certify that 1 original and 2 correct copies of the foregoing docketing Statement were hand delivered on May 18<sup>th</sup>, 2004, to the following:

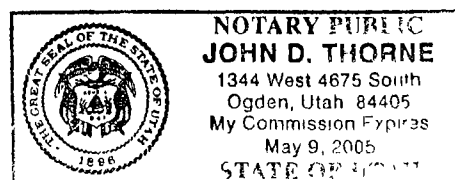
Utah Court of Appeals  
Scott Matheson Court House  
450 South State Street 5th Floor  
Salt Lake City, UT 84114

  
Leslie Blossch  
Appellant in Pro Per

  
Notary Public

In the County of Davis, State of Utah,  
on this 18 day of May, 2004,  
before me, the undersigned notary, personally appeared  
Leslie Blossch, who proved to me  
his/her identity through documentary evidence in the  
form of Utah Drivers License, to be the person  
whose name is signed on the preceding document,  
and acknowledged to me that he/she signed it  
voluntarily for its stated purposes.

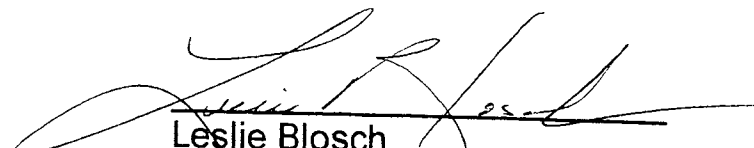
  
Notary Signature and seal




## CERTIFICATE OF SERVICE

I certify that 2 true and correct copies of the foregoing docketing Statement was mailed by first class mail on May 18, 2004, postage prepaid to the following:

Albert Blossch  
517 South 100 East #12  
Bountiful, UT 84010

  
Leslie Blossch  
Appellant in Pro Per

  
Notary Public

In the County of Davis, State of Utah,  
on this 18 day of May, 20 04,  
before me, the undersigned notary, personally appeared  
Leslie Blossch, who proved to me  
his/her identity through documentary evidence in the  
form of a Utah Drivers License, to be the person  
whose name is signed on the preceding document,  
and acknowledged to me that he/she signed it  
voluntarily for its stated purposes.

  
Notary Signature and seal

303



NOTARY PUBLIC  
**JOHN D. THORNE**  
1344 West 4675 South  
Ogden, Utah 84405  
My Commission Expires  
Aug 2, 2006

2nd District - Farmington COURT  
DAVIS COUNTY, STATE OF UTAH

---

ALBERT B BLOSCH,	:	MINUTES
Petitioner,	:	BENCH TRIAL
	:	
	:	
vs.	:	Case No: 024701139 DA
	:	
LESLIE DAWN ETHINGTON-BLOSCH,	:	Judge: RODNEY S PAGE
Respondent.	:	Date: September 29, 2003

---

Clerk: tacyb

PRESENT

Petitioner's Attorney: DOUGLAS D ADAIR  
Petitioner(s): ALBERT B BLOSCH  
Attorney for the Respondent: DENISE P LARKIN  
Respondent(s): LESLIE DAWN ETHINGTON-BLOSCH  
Video  
Tape Number: 9/29/03 Tape Count: 9:23

---

TRIAL

TAPE: 9/29/03 COUNT: 9:23

Mr. Adair represents parties stipulation regarding property values: Petitioner's 401K has a value of \$103,750.86; premarital contribution was \$16,325.60 leaving \$87,425.26 marital value. A loan of \$25, 079.72 is assigned to 401K.

Parties stipulate that the parties' marital home is valued at \$127.175 less a mortgage of \$93,946.42 leaving \$33,228.58 in equity.

Petitioner's vehicle is valued at \$ , with \$1,850 left owing.  
~~Respondent's vehicle is valued at \$2,675 with nothing owing.~~

Counsel stipulate to designation of expert witnesses.

At Ms. Larkin's request, the Exclusionary Rule is invoked.  
Witnesses are excused.

Mr. Adairs makes opening statements.

COUNT: 9:47

Ms. Larkin makes opening statements.

COUNT: 9:57

304

08-21-03 Note: TELEPHONE CONFERENCE calendar modified. tacyb  
08-21-03 Filed return: Ex Parte Motion to Request Order Requiring Mental Examination alysonb  
08-28-03 Filed return: Return of Service - Subpoena Duces Tecum coriec  
Party Served: CLINE, LOIS  
Service Type: Personal  
Service Date: August 08, 2003  
08-29-03 Filed: Motion and Order to Continue Trial tacyb  
09-22-03 Filed: Ex Parte Motion to Request Order Requiring Follow Up Mental Examination and Objection to Motion to Continue lindaaw  
09-22-03 Filed order: Order on Motion to Require Cooperation with Expert Witness tacyb  
Judge rpage  
Signed September 22, 2003  
09-22-03 Filed: Motion and Order to Continue Trial [filed unsigned - DENIED] tacyb  
09-22-03 Minute Entry - Minutes for TELEPHONE CONF RE MOTION tacyb  
Judge: RODNEY S PAGE  
Clerk: tacyb  
TELEPHONE CONFERENCE  
PRESENT

Petitioner's Attorney: DOUGLAS D ADAIR  
Attorney for the Respondent: DENISE P LARKIN

---

HEARING

TIME: 2:00 PM Mr. Adair is present in chambers and Ms. Larkin by phone for a telephone conference to address respondent's Motion for Continuance.

Argument presented.

The Court denies the Motion to Continue. The trial will go forward as scheduled. Relative to undisclosed property, the Court will allow respondent time after the trial to collect that information.

The Court signs Order on Motion to Require Cooperation with Expert Witness.

09-22-03 BENCH TRIAL scheduled on September 29, 2003 at 09:00 AM in Courtroom 6 with Judge PAGE. tacyb  
09-22-03 Note: Respondent phoned stating that she will be requesting for her attorney to withdraw. She is informed of the Court's decision that she will not be allowed to let her counsel withdraw before trial on Monday. She plans to submit a letter. tacyb  
09-24-03 Filed: Subpoena for Trial-Lester Ethington nadinet  
09-24-03 Filed: Subpoena for Trial--Marty Bodell nadinet  
09-24-03 Filed: Subpoena for Trial--Leslie Blosch nadinet  
09-24-03 Filed: Subpoena for Trial-Ron Valentine, CPA nadinet

ANSWER:

Condo Payment	\$ 898.92
Condo Fee	40.00
Food (approximate value)	200.00
Cell Phone	33.91
Telephone (approximate)	70.00
Gas for Car (approximate)	110.00
Household Maintenance (approximate value)	75.00
Beretta Car Payment	195.00
Satellite	39.77
Electric (approximate)	102.25
Gas for home (approximate)	49.00
Health Care Insurance (presently)	45.00
Makeup and personal items	143.00
Visa Credit Line	25.00
Visa	25.00
Miscellaneous, clothing etc.	342.97
Big Planet (approximate)	57.99
Dental Insurance	7.71
Life Insurance on Albert with Unum Life (Skywest)	11.50
Total	\$ 2141.25

INTERROGATORY NO. 4: Please state your gross monthly income from all sources, stating the name and address for each source for the years 1995 to the date of answering these interrogatories. As part of this answer, specify any benefits showing the value thereof including the use of any vehicle, health and life insurance, paid vacation, allowances, and reimbursements.

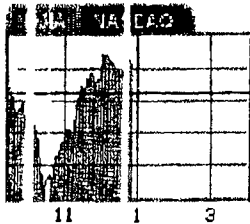
ANSWER: See enclosed tax returns for 1996 through 2001. In regard to 1995, the monthly incomes are not available. My tax returns for 1995 state that I made approximately \$9,000.00 that year. With my jobs, I had no vehicle use, health or life



**Messages (Albert Bell Blossch)**

Welcome &gt;&gt;&gt;

You may use this system to view or change the status of your retirement account

**Stock Market Summary**as of 12:51pm ET, 9/25/2003  
© BigCharts.com

▲ DJIA	9,442.35	+16.84
▲ NASDAQ	1,851.97	+8.27
▲ S&P 500	1,014.39	+5.01

as of 12:51pm ET 9/25/2003  
© BigCharts.com**Account Information**

Participant Name Albert Bell Blossch

Social Security Number 529-08-9557

Plan Name SKYWEST, INC 401(k) RETIREMENT PLAN

Plan ID SKY

Plan Administrator N/A

Administrator's Phone

Number of Plans 1

Total Balance (09/24/2003) \$128,830.61

Total Vested Balance (09/24/2003) \$128,830.61

**Custom Resources**

You Currently Have No Custom Resources &gt;&gt;&gt;

Integrate other online resources with this application by clicking the customize button above

307

Plaintiff's  
Exhibit

**Source Balance Summary**

Thursday, September 25, 2003

**Source Information (as of 09/24/2003)**

- Click on a source name from the list below to view investment balances within that source.

**Source Balance Summary (as of 09/24/2003)**

(61.86%) \$79689.22 - EMPLOYEE DEFERRALS

(25.18%) \$32442.10 - COMPANY MATCH

(12.96%) \$16699.29 - PROFIT SHARING

Source Name	Balance	Vested Balance	Vested Percent	Source Type	Vesting Schedule
<u>EMPLOYEE DEFERRALS</u>	\$79,689.22	\$79,689.22	100.00%	Employee Pre-Tax	100% IMMEDIATE VESTING
<u>COMPANY MATCH</u>	\$32,442.10	\$32,442.10	100.00%	Company	100% IMMEDIATE VESTING
<u>PROFIT SHARING</u>	\$16,699.29	\$16,699.29	100.00%	Company	100% IMMEDIATE VESTING
<u>ROLLOVER</u>	\$0.00	\$0.00	100.00%	Rollover	100% IMMEDIATE VESTING
<u>EMPLOYEE AFTER TAX</u>	\$0.00	\$0.00	100.00%	Employee Post-Tax	100% IMMEDIATE VESTING
<u>QVLC</u>	\$0.00	\$0.00	100.00%	Company	100% IMMEDIATE VESTING
<b>ALL SOURCES</b>	<b>\$128,830.61</b>	<b>\$128,830.61</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

308

**Investment Balances: ALL SOURCES (as of 09/24/2003)**

- Select a source name from the list below to view investment balances within that source.
- Click on an investment name below to view additional detail about that fund.

**Additional Sources**

ALL SOURCES

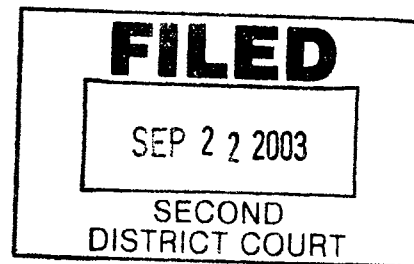
**Future Election Percent: ALL SOURCES (as of 09/24/2003)**

16% - AMERICAN CENT EQUITY      20% - WASATCH SML CAP GTH  
 16% - NB GENESIS      21% - WASATCH SML CAP VALUE  
 10% - SKYWEST STOCK LIQUIDITY      17% - TURNER MID-CAP GROWTH

Investment Name	Balance	Current Portfolio Percent	Future Election Percent	Units	Price	Cost	Ticker
MOOREY MKT	\$0.00	0.00%	0.00%	0.0000	\$1.00	\$0.00	SPRXX
STRONG BOND	\$0.00	0.00%	0.00%	0.0000	\$10.45	\$0.00	STCBX
PURITAN	\$0.00	0.00%	0.00%	0.0000	\$17.09	\$0.00	FPURX
JPM EQUITY	\$0.00	0.00%	0.00%	0.0000	\$12.17	\$0.00	JDESX
MAC ELLAN	\$0.00	0.00%	0.00%	0.0000	\$89.85	\$0.00	FMAGX
EQUITY INC	\$0.00	0.00%	0.00%	0.0000	\$45.03	\$0.00	FEQIX
NATIONS MAF SICO FOCUS	\$0.00	0.00%	0.00%	0.0000	\$15.37	\$0.00	NFEAX
AMERICAN CENT EQUITY	\$15,936.92	12.00%	16.00%	2,216.5390	\$7.19	\$15,740.26	TWEIX
STRONG GRC	\$0.00	0.00%	0.00%	0.0000	\$16.32	\$0.00	SGROX
RYDEX OTC DIV	\$0.00	0.00%	0.00%	0.0000	\$9.08	\$0.00	RYOCK
OAK MARK SELECT	\$0.00	0.00%	0.00%	0.0000	\$27.79	\$0.00	OAKLX
OVERSEAS	\$0.00	0.00%	0.00%	0.0000	\$18.32	\$0.00	JAOSX
DEUTSCHE INT'L EQUITY	\$0.00	0.00%	0.00%	0.0000	\$18.02	\$0.00	BTEQX
SMALL CAP	\$0.00	0.00%	0.00%	0.0000	\$19.85	\$0.00	TSCEX
NB GENESIS	\$19,769.56	15.00%	16.00%	589.9600	\$33.51	\$18,514.52	NBGEX
VANGUARD ADMIRAL	\$0.00	0.00%	0.00%	0.0000	\$11.55	\$0.00	VFIUX
SEI DIRECTED BROKERAGE	\$0.00	0.00%	0.00%	0.0000	\$1.00	\$0.00	N/A
LOAN	\$25,079.72	20.00%	0.00%	25,079.7200	\$1.00	\$25,079.72	N/A
SKYWEST STOCK LIQUIDITY	\$0.03	0.00%	10.00%	0.0300	\$1.00	\$0.03	N/A
SKYWEST STOCK	\$9,137.53	7.00%	0.00%	493.9210	\$18.50	\$10,968.50	SKYW
WASATCH SML CAP GTH	\$18,137.29	14.00%	20.00%	542.2210	\$33.45	\$16,421.35	WAAEX
WASATCH SML CAP VALUE	\$21,642.25	17.00%	21.00%	4,594.9580	\$4.71	\$19,945.41	WMCVX

TURNER MID-CAP GROWTH	\$19,127.31	15.00%	17.00%	948.3050	\$20.17	\$19,130.05	TMGFX
NAT ONS INT. VALUE	\$0.00	0.00%	0.00%	0.0000	\$16.48	\$0.00	NIVLX
GLC BAL GROWTH PORT	\$0.00	0.00%	0.00%	0.0000	\$0.00	\$0.00	N/A
BAL ANCED GROWTH PORT	\$0.00	0.00%	0.00%	0.0000	\$0.00	\$0.00	N/A
BAL ANCED MOD PORT	\$0.00	0.00%	0.00%	0.0000	\$0.00	\$0.00	N/A
INC WITH GROWTH PORT	\$0.00	0.00%	0.00%	0.0000	\$0.00	\$0.00	N/A
WATCH ULTRA GROWTH	\$0.00	0.00%	0.00%	0.0000	\$26.27	\$0.00	WAMCX
BAL ANCED CONSERV PORT	\$0.00	0.00%	0.00%	0.0000	\$0.00	\$0.00	N/A
FID DIVIDEND GROWTH	\$0.00	0.00%	0.00%	0.0000	\$25.09	\$0.00	FDGFX
PIM 20 TOTAL RETURN	\$0.00	0.00%	0.00%	0.0000	\$10.82	\$0.00	PTRAX
MOBILEY STABLE VALUE	\$0.00	0.00%	0.00%	0.0000	\$17.23	\$0.00	MCSVF
CAPITAL PRESERVATION	\$0.00	0.00%	0.00%	0.0000	\$0.00	\$0.00	N/A
Cash	\$0.00	0.00%	0.00%	0.0000	\$0.00	\$0.00	N/A
ALL INVESTMENTS	\$128,830.61	N/A	N/A	N/A	N/A	N/A	N/A

DENISE P. LARKIN, #7741  
PATTERSON, BARKING, THOMPSON & LARKIN  
427 27<sup>th</sup> Street  
Ogden, Utah 84401  
Attorney for Petitioner  
Telephone: (801) 394-7704  
Facsimile: (801) 394-7706



*Unsigned*

IN THE SECOND JUDICIAL DISTRICT COURT, STATE OF UTAH

DAVIS COUNTY, FARMINGTON DEPARTMENT

ALBERT B. BLOSCHE,

Petitioner,

v.

LESLIE DAWN ETHINGTON-  
BLOSCHE,

Respondent.

:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:

MOTION AND ORDER TO CONTINUE

Civil No. 024701139DA

Judge: Rodney S. Page

Commissioner: David S. Dillon

The respondent, Leslie Dawn Ethington-Blosch, by and through her counsel of record, hereby moves this court to continue the trial based upon the following:

WHEREAS, a motion to continue the August 25, 2003, trial was granted by this court on August 15, 2003, due to petitioner's untimely answers (hand-delivered to the respondent's attorney August 13, 2003) to the respondent's second set of interrogatories sent June 26, 2003;

WHEREAS, a telephone call was held Friday, August 22, 2003, to update the court on Ms. Blosch's medical condition since she had been unable to meet with Carol Gage on the scheduled date and to reschedule the trial currently set for September 29, 2003.

311

Motion and Order to Continue Trial [filed unsigned - D



VD11265089

024701139

ETHINGTON-BLOSCHE, LESLIE DAWN

203  
12

WHEREAS, when Mr. Blosch's answers were received by respondent's counsel, the petitioner in his answer to Interrogatory No. 1 claimed he was only a "co-signer on two separate construction loans" which he listed as **Silver Pine Town Homes Units 5 and 6 and Brickyard Apartments** with "no ownership or equity interest of any kind in such property" (Attached as Exhibit "A" is a copy and is incorporated herein by this reference);

WHEREAS, Mr. Blosch in his deposition testimony of February 6, 2003, testified that:

"I put my name on his construction loans and his business gives him more write-offs than he needs throughout the year. So essentially, he's in the zero tax breakoff with additional write-offs on it. Because my name is on his business deal, he can give me those write-offs and I can write off my earned income and save myself some taxes. So that's the reward for me for putting my name on the loan is I get tax benefit."

WHEREAS, based upon the answers to respondent's second set of interrogatories and deposition testimony a search of Albert B. Blosch at the Davis County Recorder's Office yielded that Mr. Blosch not only was on the trust deed, but that he was a 1/3 owner of Silver Pines Town Homes Units 5 and 6 from October 13, 1999 until May 18, 2000 and a 1/3 owner in a property located on 1175 South 200 West, Bountiful until May 10, 2002. (Attached as Exhibit "B" is a copy the Quit Claim Deeds of Silver Pine Town Homes Unit 5 and 6 and a copy of the Quit Claim on 1175 South 200 West, Bountiful and they are incorporated herein by this reference). Mr. Blosch remained on the trust deed at Barnes Bank on Silver Pines Town Home Units 5 and 6 until August 23, 2000 and remained on the trust deed with property 1175 South 200 West until June 2002. (Attached as Exhibit "C" is a copy of the reconveyance and is incorporated herein by this reference.)

312

560

WHEREAS, Mr. Blosch's answer to respondent's second set of interrogatories, interrogatory no. 1, stated he had an "oral agreement" to place his name on the construction loan of "Brickyard Apartments." It is uncertain at this point whether the 1175 South 200 West property located in Bountiful is one in the same as Brickyard Apartments. The property does not display a sign indicating it as Brickyard Apartments. Hence, there is a question whether the 1175 South 200 West property is a disclosed marital asset.

WHEREAS, respondent had Ron Valentine, CPA, review the parties' tax returns against Mr. Blosch's answer in respondent's second set of interrogatories no. 1 to determine what "tax benefit," if any, Mr. Blosch gained from lending his name on the "construction loan" to the Silver Pines Town House Units 5 and 6 and the property on 1175 South 200 West, Bountiful. It appears no tax benefit was claimed in 1999. No mortgage interest deduction was in schedule A, nor was there any business deductions. Mr. Blosch did claim in 1999 and 2000 several deductions from a rental property in North Salt Lake City, Utah; however, this is the marital property the parties leased from April of 2000 through April of 2001.

WHEREAS, in tax year 2000 and 2001, Mr. Blosch claims a mortgage interest deduction from Barnes Bank for the year 2000 (\$9,796.00) and 2001 (\$10,328.00) in schedule A. (Attached as Exhibit "D" is a copy of schedule A and is incorporated herein by this reference) In order for Mr. Blosch to claim this interest in schedule A as a mortgage deduction, it must be a primary or secondary residence or show as an

investment interest. The property on 1175 West 200 South, Bountiful Utah and Silver Pines Town Home properties were both financed through Barnes Bank and this may account for the mortgage interest deduction, but it is suspect on how the interest was claimed. Mr. Blosch's primary residential mortgage is through Countrywide with a second home financed through First National Bank. Similarly, it is unclear for the tax year 2000 whether the mortgage interest rate deduction is all from the 1175 West 200 North address or all from the Silver Pines Town Homes Units 5 and 6 for year. If interest is only from one property, then a question arises as to what "tax benefit" was gained from not using the interest deduction on the other property.

WHEREAS, Mr. Blosch purchased a home in August of 2002, with a mortgage held by First National Bank. When Mr. Blosch answered respondent's first set of interrogatories in September 2003, he claimed he held no interest from 1996 to the present in any "real property" other than the marital property financed by Countrywide. It was later discovered that he purchased a home on 147 West 200 South, Bountiful, Utah in August 2002. Mr. Blosch's deposition testimony claims the property was immediately placed in an L.L.C. which he did not know the exact name. Counsel for respondent requested a copy of the L.L.C. at the deposition in February, 2003, and was provided a copy on August 13, 2003. Mr. Carvel Schaffer, by way of subpoena, provided a copy of the L.L.C. so respondent's counsel could verify the contents of the L.L.C. documentation provided by Mr. Blosch. Thereafter, a search was completed at the Davis County Recorder's office and the L.L.C. does not own the property located on 147 West 200



South, Bountiful, Mr. Blosch retains complete ownership. (Attached as Exhibit "E" is a copy of the abstract and is incorporated herein by this reference)

WHEREAS, the Silver Pine Town Homes "tax benefit" should have been realized in the years 1999 and 2000 tax returns because Mr. Blosch remained on the trust deed from October 27, 1999 to August 23, 2000 and on the title as a 1/3 owner until May 18, 2000.

WHEREAS, Mr. Blosch maintained a 1/3 ownership of the property on 1175 South 200 West, Bountiful, Utah (uncertain if Brickyard Apartments) until May 10, 2002 just shortly before the divorce action was filed and remained on the trust deed until June 2002 when Barnes Bank filed a reconveyance. It is unclear whether the mortgage interest deduction claimed in tax year 2000 and 2001 reflects this property or the Silver Pines Town Home Units 5 and 6.

WHEREAS, if no tax benefit was taken in the year 1999 and 2000 with regard to the Silver Pines Town Homes Units 5 and 6, a question arises whether or not there is another "oral agreement" between the respondent and his brother and wife to either reinvest money, differ payment, or recapture the "tax benefit" after the divorce is final. This same argument can be made for the 1175 West 200 South property and whether or not the petitioner will realize a "tax benefit" in the year 2002. The parties have not filed their 2002 tax returns. As such, this does affect the martial estate. Not until the year 2000 and 2001 is there a realized "tax benefit" claimed in schedule A by way of a mortgage interest deduction with Barnes Bank. This deduction is suspect. For the

petitioner to claim the mortgage interest in schedule A, the petitioner would have had to claim this property as a primary or secondary residence. And, it is unclear whether or not the Barnes Bank mortgage interest deduction is from the 1175 South 200 West, property, Silver Pines Town Home Units 5 and 6 or some other undisclosed property.

NOW THEREFORE, the respondent requests a continuance for purposes of fully determining the "tax benefit" from the Silver Pines Town Homes Unit 5 and 6, the property located at 1175 South 200 West, Bountiful, the Brickyard Apartments, and the value of the property located at 147 West 200 South, Bountiful, Utah.

DATED this 19 day of September, 2003.



IT IS HEREBY ORDERED, ADJUDGED AND DECREED, the trial scheduled for September 29, 2003, is continued.

DATED this \_\_\_ day of September, 2003.

BY THE COURT

Honorable Rodney S. Page,  
District Court Judge

STATE OF UTAH } ss.  
COUNTY OF DAVIS

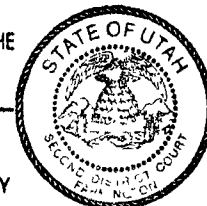
I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL ON FILE IN MY OFFICE.

DATED THIS 12 DAY OF Nov 2004

ALYSON E. BROWN  
CLERK OF THE COURT

BY C. McClary DEPUTY

PAGE 5 OF 21



*Remanded Per.  
Telephone Conference. 9/12/03  
RSP*

316

261

Certificate of Service

I hereby certify that on the 19 day of September, 2003, I, by facsimile transmission and first class mail, postage prepaid, did sent the foregoing instrument to the following:

Douglas Adair  
845 South Main, Suite 23  
Bountiful, Utah 84010  
(801) 298-5161

Melinda Repe

Douglas D. Adair (#6460)  
**CRAMER, CRAMER & ADAIR, L.L.C.**  
Smith Hyatt Building  
845 South Main, Suite 23  
Bountiful, Utah 84010  
Telephone: (801) 299-9999  
Facsimile: (801) 298-5161

Attorney for Petitioner

---

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF UTAH**  
**DAVIS COUNTY, FARMINGTON DEPARTMENT**

---

ALBERT B. BLOSCH,

Petitioner,

vs.

LESLIE DAWN ETHINGTON-BLOSCH,

Respondent.

**PETITIONER'S ANSWERS TO  
RESPONDENT'S SECOND SET OF  
INTERROGATORIES AND REQUEST FOR  
PRODUCTION OF DOCUMENTS**

Case No.: 024701139

Judge: Rodney S. Page

Commissioner: David S. Dillon

---

COMES NOW Petitioner, by and through his counsel of record, Douglas D. Adair, and hereby answers Respondent's Second Set of Interrogatories and Request for Production of Documents.

**INTERROGATORIES**

INTERROGATORY NO. 1: What interest and/or ownership do you have or have you had, since June 1996 to the present, in any corporation, limited company or limited liability company, sole proprietorship or any and all other business agreements whether they be oral or written in which you have or have had any interest. For each such entity please state the name, the interest and all partners with their address and telephone numbers.

318

EXHIBIT A

ANSWER TO INTERROGATORY NO. 1: I have no interest and/or ownership in any corporation, limited company, limited liability company, or sole proprietorship (other than previously stated) between the date of June of 1996 to the present. I have had two oral business agreements in which I have had an interest during this time period. They are as a cosigner on two separate construction loans as follows:

Name: Silver Pine Town Homes Units 5 and 6

Interest: Tax Benefit

Partners: Jon Blosch and Cornelia Blosch

Address: 879 East Eaglewood Drive, North Salt Lake, Utah 84054 (801) 949-3411

7

Name: Brickyard Apartments

Interest: Tax Benefit

Partners: Jon Blosch and Cornelia Blosch

Address: 879 East Eaglewood Drive, North Salt Lake, Utah 84054 (801) 949-3411

However, I have no ownership or equity interest of any kind in such property.

INTERROGATORY NO. 2: What interest and/or ownership do you have or have had, and any benefit therefrom, if any, in a company by the name of Serengeti, L.L.C. Please describe the interest and, if applicable, any benefit you receive or have received. Please state any person(s) and/or entities involved with Serengeti, L.L.C., to include name, address, and telephone number and/or registered agent.

ANSWER TO INTERROGATORY NO. 2:

Interest: None

Benefit: None

Persons involved: My brother Marvin Blosch. Any others are unknown to me.

Address: 2091 Windsor Park Circle, Bountiful, Utah 84010.

Work Phone: (801) 299-1234

Silver Pine Townhomes

WHEN RECORDED, MAIL TO: 10-13



E 1555160 B 2575 P 685  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
1999 OCT 27 4:22 PM FEE 10.00 DEP KM  
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

Jonathon, Cornelia & Albert Bloch

Escrow No.00036384

Space Above This Line for Recorder's Use

## QUIT CLAIM DEED

Jonathon B. Bloch and Cornelia J. Bloch,

grantor(s)

of North Salt Lake

State of Utah, hereby QUIT CLAIMS to

Jonathon B. Bloch, Cornelia J. Bloch and Albert B. Bloch

Grantee(s)

of North Salt Lake

for the sum of ONE DOLLAR and other good and valuable consideration, the following described tract of land in Davis County, State of Utah, to-wit:

All of Units 5, Silver Pine Townhomes, Planned Unit Development, North Salt Lake City, Utah, according to the official plat thereof.

Together with an undivided interest, ownership and use of the Common Area and Facilities as set forth in the Declaration.

C1-246-6005-

WITNESS the hand(s) of said grantor(s), this 13th day of October 1999

Signed in the presence of

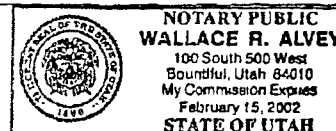
Jonathon B. Bloch

Cornelia J. Bloch

STATE OF UTAH

COUNTY OF Davis

SS



On the 13th day of October, 1999, personally appeared before me Jonathon B. Bloch and Cornelia J. Bloch, the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public

My Commission Expires 2-15-02

320

208

Silver Pine Townhomes  
WHEN RECORDED, MAIL TO: W-13



E 1555160 B 2575 P 685  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
1999 OCT 27 4:22 PM FEE 10.00 DEP KM  
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

Jonathon, Cornelia & Albert Blossch

Escrow No. 00036384

Space Above This Line for Recorder's Use

**QUIT CLAIM DEED**

Jonathon B. Blossch and Cornelia J. Blossch, grantor(s)

of North Salt Lake State of Utah, hereby QUIT CLAIMS to

Jonathon B. Blossch, Cornelia J. Blossch and Albert B. Blossch Grantee(s)

of North Salt Lake

for the sum of ONE DOLLAR and other good and valuable consideration, the following described tract of land in Davis County, State of Utah, to-wit:

All of Units 6, Silver Pine Townhomes, Planned Unit Development, North Salt Lake City, Utah, according to the official plat thereof.  
Together with an undivided interest, ownership and use of the Common Area and Facilities as set forth in the Declaration.

01-246-0000-

WITNESS the hand(s) of said grantor(s), this 13th day of October 1999.

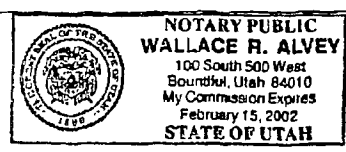
Signed in the presence of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Jonathon B. Blossch  
Cornelia J. Blossch

STATE OF UTAH

SS

COUNTY OF Davis



On the 13th day of October, 1999, personally appeared before me Jonathon B. Blossch and Cornelia J. Blossch, the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

Wallace R. Alvey  
Notary Public

My Commission Expires 2-15-02

321

209



WHEN RECORDED, MAIL TO:

Jonathon B. & Cornelia J. Blossch

879 East Eaglewood Dr.

North Salt Lake, Utah 84054

Escrow No 00057572

E 1593455 B 2650 P 1109  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2000 MAY 22 3:55 PM FEE 10.00 DEP MEC  
REC'D FOR

FATOG

Space Above This Line for Recorder's Use

## QUIT CLAIM DEED

Albert B. Blossch,

grantor(s)

of North Salt Lake

State of Utah, hereby QUIT CLAIM(S) to

Jonathon B. Blossch and Cornelia J. Blossch, husband and wife

grantee(s)

of North Salt Lake

for the sum of ONE DOLLAR and other good and valuable consideration, the following described tract of land in Davis County, State of Utah, to-wit:

All of Unit 5, Silver Pine Townhomes, Planned Unit Development, North Salt Lake City, Utah, according to the official plat thereof.

Together with an undivided interest, ownership and use of the Common Area and Facilities as set forth in the Declaration.

01-246-0005

WITNESS the hand(s) of said grantor(s), this 18th day of May, 2000.

Signed in the presence of

Albert B. Blossch

STATE OF UTAH

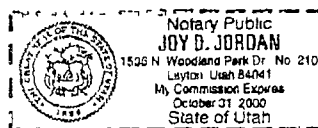
ss.

COUNTY OF Davis

On the <sup>22nd</sup> day of May, 2000, personally appeared before me Albert B. Blossch, the signer(s) of the foregoing instrument, who duly acknowledged to me that he executed the same

Notary Public

My Commission Expires 10/31/00







WHEN RECORDED MAIL TO

JONATHON B BLOSCHE

E 1593457 8 2650 P 1123  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2000 MAY 22 3:57 PM FEE 10.00 DEP REC  
REC'D FOR

FATOG

Escrow No 00054389

Space Above This Line for Recorder's Use

### QUIT CLAIM DEED

ALBERT B BLOSCHE

grantor(s)

of 472 NORTH FRONTAGE ROAD, NORTH SALT LAKE CITY State of UTAH hereby QUIT CLAIM(S) to

JONATHON B BLOSCHE AND CORNELIA J BLOSCHE, HUSBAND AND WIFE

grantee(s)

of 472 NORTH FRONTAGE ROAD, NORTH SALT LAKE CITY, UTAH 84054

for the sum of ONE DOLLAR and other good and valuable consideration the following described tract of land in DAVIS County State of Utah, to-wit:

All of Unit 6, Silver Pine Townhomes Planned Unit Development, North Salt Lake City, Utah, according to the official plat thereof  
Together with an undivided interest, ownership and use of the Common Area and Facilities as set forth in the Declaration

01246-0006

WITNESS the hand(s) of said grantor(s) this 18TH day of MAY, 2000

Signed in the presence of

\_\_\_\_\_ } \_\_\_\_\_  
\_\_\_\_\_ } \_\_\_\_\_  
\_\_\_\_\_ } \_\_\_\_\_

STATE OF UTAH

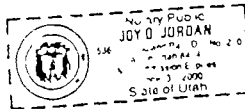
ss.

COUNTY OF DAVIS

On the 18th day of MAY 2000 personally appeared before me ALBERT B BLOSCHE the signer(s) of the foregoing instrument, who duly acknowledged to me that HE executed the same

  
Notary Public

My Commission Expires 10/31/00



jdwlgl.doc

323

WHEN RECORDED, MAIL TO:  
BARNES BANKING COMPANY  
33 SOUTH MAIN STREET  
KAYSVILLE, UTAH 84037

E 1611498 B 2688 P 228  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2000 SEP 5 11:07 AM FEE 11.00 DEP ME  
REC'D FOR SECURITY TITLE COMPANY

Space above for Recorder's Use

516 SILVER PINE TOWNE HOMES

## Deed of Reconveyance

(Corporate Trustee)

Barnes Banking Company, as Trustee under a Trust Deed dated **OCTOBER 13, 1999**, executed by **JONATHON B. BLOSCH, CORNELIA J. BLOSCH AND ALBERT B. BLOSCH**, as Trustor, and recorded **OCTOBER 27, 1999**, as Entry No. **1555162**, in Book **2575**, Page(s) **687** of the records of the County Recorder of **DAVIS** County, Utah, pursuant to a written request of the Beneficiary thereunder, does hereby reconvey, without warranty, to the person or persons entitled thereto, the trust property now held by it a Trustee under said Trust deed, which Trust deed covers real property situated in **DAVIS** County, Utah, described as follows:

ALL OF UNITS 5 & 6, SILVER PINE TOWNHOMES, PLANNED UNIT DEVELOPMENT, NORTH SALT LAKE CITY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF. TOGETHER WITH UNDIVIDED INTEREST, OWNERSHIP AND USE OF THE COMMON AREA AND FACILITIES AS SET FORTH IN THE DECLARATION

01-246-0005 & 01-246-0006

Dated **23 August 2000**

Barnes Banking Company

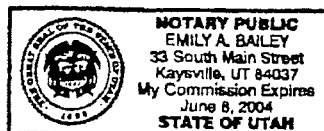
By *Lamont D. Tingey*  
Senior Vice President

Barnes Banking Company Trustee

35006055

STATE OF UTAH  
COUNTY OF DAVIS

On **23 August 2000**, personally appeared before me **LAMONT D. TINGEY** who being by me duly sworn, did say that he is the **Vice President of Barnes Banking Company**, a corporation and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said **LAMONT D. TINGEY** acknowledged to me that said corporation executed the same.



*Emily A. Bailey*  
Notary Public

My commission Expires: JUNE 8, 2004

Residing at: 33 South Main  
Kaysville UT 84037

272  
EXHIBIT B

WHEN RECORDED MAIL TO:

BLOSCHE  
877 E. EAGLEWOOD DR.  
N5L, UT 84054

## QUIT-CLAIM DEED

ALBERT B. BLOSCHE

Grantor

Of BOUNTIFUL, County of DAVIS, State of Utah  
hereby QUIT CLAIMS to

JONATHAN B. BLOSCHE AND CORNELIA J. BLOSCHE

Grantee

Of BOUNTIFUL, County of DAVIS, State of Utah  
for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,  
the following described tract of land in ~~SANITIZING~~ County, State of  
Utah, to with:  
DAVIS

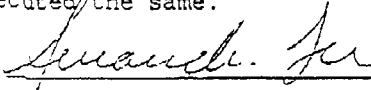
SEE EXHIBIT A

Tax ID No. 03-039-0124

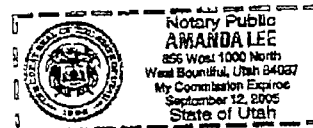
  
ALBERT B. BLOSCHE

STATE OF UTAH )  
COUNTY OF DAVIS ) ss.

On this 10 Day of MAY, 2002 personally appeared  
before me ALBERT B. BLOSCHE, signer of the within instrument, and who  
duly acknowledged to me that he executed the same.

  
Notary Public

My Commission Expires: 9-12-05  
Residing at: BOUNTIFUL



325

273  
EXHIBIT C

Beginning at a point which is South  $0^{\circ}09'36''$  West 337.96 feet along the Monument Line of 200 West Street and South  $89^{\circ}52'44''$  East 33.00 feet from the monument marking the intersection of 200 West and 1050 South Streets, said point is also North  $0^{\circ}09'36''$  East 196.92 feet from the Southwest corner of Lot 3, Block L, North Millcreek Plat, Bountiful Townsite Survey, Davis County, Utah and running thence North  $0^{\circ}09'36''$  East 74.17 feet to a fence line the following 4 courses and distances: South  $89^{\circ}56'19''$  East 68.49 feet, North  $89^{\circ}30'47''$  East 108.54 feet, South  $0^{\circ}20'11''$  West 56.99 feet, South  $01^{\circ}33'57''$  West 18.41 feet; thence North  $89^{\circ}52'44''$  West 176.40 feet to the point of beginning.

Department of the Treasury  
Internal Revenue Service (99)

► Attach to Form 1040. ► See instructions for Schedule A (Form 1040).

Attachment  
Sequence No. 07

Name(s) shown on Form 1040

AL AND LESLIE BLOSCHE

Your social security no.

529-08-9557

**Medical and Dental Expenses**

**Caution:** Do not include expenses reimbursed or paid by others.

1 Medical and dental expenses

SEE DEDUCTION STATEMENT

1 1,160

2 Enter amount from Form 1040, line 34 2 50,876

3 Multiply line 2 above by 7.5% (.075) 3 3,816

4 Subtract line 3 from line 1. If line 3 is more than line 1, enter -0- 4 0

**Taxes You Paid**

5 State and local income taxes 5 2,624

6 Real estate taxes (see instructions) 6 192

(See instructions.)

7 Personal property taxes 7 504

8 Other taxes 8

9 Add lines 5 through 8 9 3,320

**Interest You Paid**

(See instructions.)

10 Home mortgage interest and points reported to you on Form 1098 10

11 Home mortgage interest not reported to you on Form 1098. If paid to seller, show that person's name, ID no., & address ►

BARNES BANK

87-0114170

Note:

Personal interest is not deductible.

BOUNTIFUL UT

11 9,796

12 Points not reported to you on Form 1098. See inst. for special rules 12

13 Investment interest. Attach Form 4952 if required. (See instructions.) 13

14 Add lines 10 through 13 14 9,796

**Gifts to Charity**

15 Gifts by cash or check  
SEE DEDUCTION STATEMENT

15 8,643

If you made a gift and got a benefit for it, see instructions.

16 Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500 16 500

17 Carryover from prior year 17

18 Add lines 15 through 17 18 9,143

Casualty, Theft

19 Casualty or theft loss(es). Attach Form 4684. (See instructions.) 19 0

**Job Expenses and Most Other Miscellaneous Deductions**

20 Unreimbursed empl. exp. You must attach Form 2106 or 2106-EZ if required. ►

JOB EDUCATION DEDUC 409

JOB SUPPLIES 1,901

CELL PHONE 967

20 3,277

21 Tax preparation fees 21 157

22 Other expenses ► 22

(See inst. for expenses to deduct here.)

23 Add lines 20 through 22 23 3,434

24 Enter amount from Form 1040, line 34 24 50,876

25 Multiply line 24 above by 2% (.02) 25 1,018

26 Subtract line 25 from line 23. If line 25 is more than line 23, enter -0- 26 2,416

**Other Miscellaneous Deductions**

27 Other -- from list in instructions. List type and amount ►

27

**Total Itemized Deductions**

28 Is Form 1040, line 34, over \$128,950 (over \$64,475 if married filing separately)?

☒ No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 27. Also, enter this amount on Form 1040, line 36.

☐ Yes. Your deduction may be limited. See instructions for the amount to enter.

28 24,675

For Paperwork Reduction Act Notice, see Form 1040 instructions.

Preparer's Edition Schedule A (Form 1040) 20

84A 0 AB12

NTF 30754

Copyright 2000 Greatland/Nevo LP - Forms Software Only

COPY

327

275

EXHIBIT C

**SCHEDULE A**  
**(Form 1040)**

**Schedule A -- Itemized Deductions**

OMB No. 1545-0074

**2001**

Attachment  
Sequence No. **07**

Department of the Treasury  
Internal Revenue Service (99)

▶ Attach to Form 1040. ▶ See Instructions for Schedule A (Form 1040).

Name(s) shown on Form 1040

**AL AND LESLIE BLOSCH**

Your social security no.

**529-08-9557**

<b>Medical and Dental Expenses</b>		<b>Caution:</b> Do not include expenses reimbursed or paid by others.			
1	Medical and dental expenses				
	MEDICAL INSURANCE	1,157			
	VARIOUS MEDICAL	672	1	1,829	
2	Enter amount from Form 1040, line 34	81,061	2		
3	Multiply line 2 above by 7.5% (.075)		3	6,080	
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-				4 0
<b>Taxes You Paid</b>					
5	State and local income taxes		5	4,157	
6	Real estate taxes (see instructions)		6	1,589	
(See instructions.)	7 Personal property taxes		7	561	
8	Other taxes		8		
9	Add lines 5 through 8				9 6,307
<b>Interest You Paid</b>					
10	Home mortgage interest and points reported to you on Form 1098		10	6,634	
(See instructions.)	11 Home mortgage interest not reported to you on Form 1098. If paid to seller, show that person's name, ID no., & address				
	BARNES BANK				
	87-0114170				
	BOUNTIFUL UT		11	10,328	
12	Points not reported to you on Form 1098. See inst. for special rules		12	2,020	
13	Investment interest. Attach Form 4952 if required. (See instructions.)		13		
14	Add lines 10 through 13				14 18,982
<b>Gifts to Charity</b>					
15	Gifts by cash or check				
	LDS CHURCH	4,866			
	MISC CHARITIES	75			
			15	4,941	
If you made a gift and got a benefit for it, see instructions.	16 Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500		16	500	
17	Carryover from prior year		17		
18	Add lines 15 through 17				18 5,441
Casualty and Theft Losses	19 Casualty or theft loss(es). Attach Form 4684. (See instructions.)				19 0
<b>Job Expenses and Most Other Miscellaneous Deductions</b>					
20	Unreimbursed empl. exp. You must attach Form 2106 or 2106-EZ if required.				
	CELL PHONE	353			
	UNIFORMS & CLEANING	211			
	MEDICAL	511	20	1,075	
21	Tax preparation fees		21	187	
22	Other expenses				
			22		
(See inst. for expenses to deduct here.)	23 Add lines 20 through 22		23	1,262	
24	Enter amount from Form 1040, line 34	81,061	24		
25	Multiply line 24 above by 2% (.02)		25	1,621	
26	Subtract line 25 from line 23. If line 25 is more than line 23, enter -0-				26 0
Other Miscellaneous Deductions	27 Other -- from list in instructions. List type and amount				27
<b>Total Itemized Deductions</b>					
28	Is Form 1040, line 34, over \$132,950 (over \$66,475 if married filing separately)?				
<input checked="" type="checkbox"/> No.	Your deduction is not limited. Add the amounts in the far right column for lines 4 through 27. Also, enter this amount on Form 1040, line 36.				28 30,730
<input type="checkbox"/> Yes.	Your deduction may be limited. See instructions for the amount to enter.				

For Paperwork Reduction Act Notice, see Form 1040 instructions.

Preparers Edition Schedule A (Form 1040) 2001

CAA 1 AB12

NTF 2554215

Copyright 2001 Greatland/Neico LLP Forms Software Only

**COPY**

576

SERIAL 03-032-0005 PARCEL DATES:01/01/1981 TO PRESENT TAX DIST: 3

TAX NAME AND ADDRESS FOR TAX YEAR 2004:

BLOSCH, ALBERT

147 WEST 200 SOUTH BOUNTIFUL UT 84010

LEGAL DESCRIPTION:

BEG AT NE COR LOT 3, BLK 18, PLAT A, BTFL TS SUR; TH W 62 FT 7 INCHES, M OR  
L TO W LN OF GRANTORS LAND; TH ALG SD W LN S 165 FT TO S LN SD LOT 3; TH E

Grantor:

Grantee:

BLOSCH, ALBERT

ZIONS FIRST NATL BANK

GOODFELLOW, RILEY W. & MYRNA L.

BLOSCH, ALBERT

BLACKBURN, TIMOTHY W

GOODFELLOW, RILEY W. & MYRNA L.

Ko1	Inst date	Consideration
Entry no.	Rec. date	Cross
Book-Page	Time	References
TR DEED	08/06/2002	\$130,199.00
1776349	08/08/2002	
3100-811	04:08PM	
W DEED	08/07/2002	\$10.00
1776348	08/08/2002	
3100-809	04:07PM	
RECON	00/00/0000	\$ .00
1663249	05/24/2001	1450-646
2814-5	08:07AM	

Grantor:	Koi	Inst date	Consideration
Grantee:	Entry no.	Rec. date	Cross
	Book-Page	Time	References
03-032-0005	TR DEED	04/11/2001	\$70,000.00
GOODFELLOW, RILEY W. & MYRNA L.	1653576	04/13/2001	
AMERICA FIRST CREDIT UNION	2787-292	10:40AM	
GOODFELLOW, RILEY W. & MYRNA L.	M AGMT	00/00/0000	\$.00
AMERICA FIRST CREDIT UNION	1446945	10/09/1998	
GOODFELLOW, RILEY W. & MYRNA L.	2370-979	09:45AM	
AMERICA FIRST CREDIT UNION	M AGMT	00/00/0000	\$.00
GOODFELLOW, RILEY W. & MYRNA L.	1354947	10/20/1997	
AMERICA FIRST CREDIT UNION	2189-1436	02:51PM	
GOODFELLOW, RILEY W. & MYRNA L.	TR DEED	11/13/1991	\$38,500.00
AMERICA FIRST CREDIT UNION	948150	11/14/1991	
ZIONS FIRST NATL BANK, TR	1450-646	04:10PM	2814-5
GOODFELLOW, RILEY W. & MYRNA I.	RECON	10/20/1988	\$.00
	840514	10/27/1988	520-649
	1262-748	04:04PM	





**PATTERSON, BARKING, THOMPSON & LARKIN**  
ATTORNEYS AT LAW  
427 - 27<sup>TH</sup> STREET  
OGDEN, UTAH 84401

Philip C. Patterson  
Judy Dawn Barking  
Laura K. Thompson  
Denise P. Larkin

Telephone: (801) 394-7704  
Facsimile: (801) 394-7706

sent ✓

**FAX COVER SHEET**

TO: Judge Page FIRM: \_\_\_\_\_

FAX NO.: 447-3880 DATE: 9/19/03

FROM: Denise Larkin PAGES (including cover sheet): 21

REF: Blaych ORIGINAL TO FOLLOW BY MAIL? \_\_\_\_\_

COMMENTS: \_\_\_\_\_

The content of this facsimile transmission is private and confidential, intended only for the use of the individuals and/or entities named above. If you are reading this transmission, and are not the intended recipient, you are on notice that any dissemination, distribution, communication or copying of this privileged information is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone or U.S. Mail. Thank you.

332

5-2

**PATTERSON, BARKING, THOMPSON & LARKIN**

**ATTORNEYS AT LAW**

**427 - 27<sup>TH</sup> STREET**

**OGDEN, UTAH 84401**

Philip C. Patterson  
Judy Dawn Barking  
Laura K. Thompson  
Denise P. Larkin

Telephone: (801) 394-7704

Facsimile: (801) 394-7706

**FAX COVER SHEET**

TO: Doug Adair FIRM: \_\_\_\_\_

FAX NO.: 298-5161 DATE: 9/19/03

FROM: Denise Larkin PAGES (including cover sheet): 21

REF: Blasch ORIGINAL TO FOLLOW BY MAIL? \_\_\_\_\_

COMMENTS: \_\_\_\_\_

The content of this facsimile transmission is private and confidential, intended only for the use of the individuals and/or entities named above. If you are reading this transmission, and are not the intended recipient, you are on notice that any dissemination, distribution, communication or copying of this privileged information is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone or US Mail. Thank you.

333