

1993

Lynn Peterson v. Russell Peterson : Brief of Appellant

Utah Court of Appeals

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Michael D. Esplin; Attorney for Appellee.

Robert H. Peterson; Appellant (Pro-Se).

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IN THE UTAH COURT OF APPEALS

COURT OF APPEALS

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930437-CA

Robert H. Peterson

BRIEF

Plaintiff and Appellant,

Priority No. 15

V.

Virginia T. Peterson
Defendant and Appellee,

Court of Appeals
Case # 930437-CA

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FILED

OCT 27 1993

COURT

OF APPEALS

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A.

TABLE OF AUTHORITY

CASES

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Holm v. Smilowitz

840 P.2nd 159 [Utah App. 1992]

B.

STATEMENT OF JURISDICTION

Pursuant to UTAH JUDICIAL CODE: Pages 399-401

[78-3-13.5] Counties joining the court system,

[78-3-4] Jurisdiction

(4) "Appeals from the final orders, judgements, and

decrees of the district court are under Sections 78-2-2 and 78-2a-3.

See also [78-2-2(1)].

C.

STATEMENT OF THE ISSUES

The Appellant requests the Court of Appeals consider the following issues:

a. Equity in the law.

1. Pursuant to the 1964 Discrimination Act; passed by congress with a provision that no discrimination in terms of gender, or sex can exist in any walk of life, in jobs, in promotions, even in the attendance of private clubs. The lower Court has violated this provision of the law by granting to the Appellee(the female) during the interim, and in it's final decrees, all of the meaning parts of the estate in question and all of the estate labeled "inheritance". The lower Court also concluded the gifts and stolen money from the estate that were "inheritance" on the here say of counsel(female). Then the Court garnished the wages of the Appellant(male) and refused the Appellant a hearing to collect the money owed to him by the female. The Court refused a hearing to pursue the question of coercion and refused to acknowledge the illness and economic rape of the male.

2. It is therefore just and proper that this matter be set for trial and the instruction to the lower Court should be to divide in the estate in half according to the law passed by congress in 1964, and the laws of Utah, and to order that an accountant to set the value of "half" as the Appellee has very serious problems with that fraction.

3. If the Court of Appeals rules, and grants that the female ought to have the bulk of the estate, and the estate labeled "inheritance" then, it would be just that each party have an equal retirement income. The Court should order that each party shall have his or her retirement and to rescind the QUALIFIED DOMESTIC ORDER. The Court may also order that the equity in the four-plex(\$70,000) by granted to Appellant to compensate the loss of half of his retirement, about \$70,000.

b. The theft of assets via the instructions given the Appellee by her counsel.

1. The Appellant requests that all bank accounts jointly owned or individually owened in the name of the Appellant or the of the Appellee be divided in half, and that an accountant be set by the Court and ordered to effect this division on the day of the divorce Oct. 10 1992.

c. The issue of the estate and it's value and extent.

1. The Appellant requests that the value of all assets as of Oct. 10 1992 of the Appellant and the Appellee be appraised by the accounting firm, operated by Sidney Gilbert(a previosly mutually accepted accountant) for the purpose of the equal division of the said property and that the costs of this appraisal are to be equally divided.

d. The issue of fraud on the part of counsel by coercion.

1. At the time the divorce was filed the attorney, Ms. Brown, was informed that the Appellant was under extreme coercion and did not feel he was able to make a proper decision at that time. Instead of delaying the matter and refusing to proceed she fabricated false information and had the Appellant sign this to cover her backside. This was a criminal act to take advantage of the Appellant in his known state of mind. The Appellant requests the Court to order Ms. Brown, counsel for the Appellee, to return her attorney fees to the estate (half to the Appellee and half to the Appellant).

e. The issue of relief for the lower courts failure to grant a hearing.

1. The Appellant requests the court to grant that all of the money collected from the voice-mail and pager leases by the "bait and switch" fraud perpetrated by Ms. Brown be returned to the Appellant. That is; all of the money in his name from Oct. 10, 1992 to the present (\$195 + \$350)/ month and that the \$925 of attorneys fees to collect this be granted the Appellant as well. The

Appellant also requests that Ms. Brown be ordered by the Court to clear the Appellants name of the debt on the home granted to the Appellee, and to file a law suit free of charge, or whatever it takes to free the Appellant of this credit problem. It is also further requested that the Court order the Success Tax firm of Provo, the firm that has completed the tax forms for the estate for years, determine the value of the tax deduction of the interest paid on the home and award that tax deduction to the Appellant.

D.

CONSTITUTIONAL PROVISIONS

The Constitution of the United States of America provides the following rights:

- a. The right to a speedy trial.
- b. The right to have counsel.
- c. The right to a hearing.
- d. The right to appeal.
- e. The right to equity in the law.
- f. The right to own property.

The provision by the 1964 Sex Discrimination Act to eliminate gender bias in all parts of society is very germane to this case.

E.

STATEMENT OF THE CASE

Comes now, the Appellant's Statement Of The Case in Brief.

1. The Court hearing this matter was in the mind set that; all men seeking a divorce have left there spouse destitute, that they have taken every liquid asset of the estate and are before the court to be taught the lesson that male roll is to provide. The Court has dealt with many such cases and the mechanism for confiscation of the male's estate and income were all primed to be put in place. The extreme gender bias of the court from past experience is the main cause of this appeal. Because of this bias the court was unable and unwilling to consider the needs of the male in this action.

2. The Court's position seemed to be if the male filed then he should loose his lives work and the female should have his estate. The roving eye of the male appears to the Court to dictate this policy. It never occurred to the Court that the male was leaving because the female had another she loved, and that the cause of this action is the hate, the greed and the defiance by the female. It is always assumed that there is no reason that a man should ever leave a woman only the reverse.

3. The thought that a professional person could come to the court with good cause for divorce, and that the natural provider had already provided for every need of the female was not comprehensible to this Court. Nor did the Court at any time consider that the female might have an estate of her own, that she

needed no providing for, and that as a result of this extensive estate, had no need of any of the joint estate income nor the wages of the male to defend herself, nor to provide for herself during the needless-elongated proceedings of this matter. Commissioner Maetani consistently denied the Appellant the opportunity to explain this or any other matter. It was all as water off a ducks back when the Court was forced to give the Appellant audience. The Court had it's mind set as concrete; all mixed up and very permanently set. Rubber stamping everything presented to the court by the female lawyer is much simpler than listening and getting at the truth by asking pointed questions. The greater the backlog of cases the greater the use of the rubber stamp.

4. Consider the Appellee's own estate. She had over \$88/month in low interest income and \$150/month from the sale of some property and more than \$30,000 in several secret bank accounts. If she had continued to work, only a few hours per month these incomes would have sustained her living without touching her savings. At the time of the separation she was paying no mortgage and had worked up until she received orders from her attorney not work until the divorce was final, so as to play out the lie of the unskilled housewife with no assets. Her only expense was utilities, food and travel for one person. The greatest joy in her life, during the 32 year marriage, was to squirrel away several hundred dollars a month in her secret accounts. The Appellee paid for nothing from her income as per the instructions from her brother, who runs her life, at considerable cost to her. She paid for no food, no clothing for

herself, no family vacations only her separate vacations, no emergency, no expense of any kind was paid from her estate. To rub salt into the sore spot she paid her tithing from the wages of the Appellant. So to make sure she had plenty of money to squirrel away the Appellant assigned to her the income from an pager/voice mail lease which was very close to \$1,000/ month without any input from the Court. She also had an additional \$400/ month income from the "jointly" owned four-plex. This provision was $88 + 150 + 195 + 92.5 + 700 + 400$ or \$1,625.50 / month non-working income. Without a mortgage payment this left her at least \$800/month to squirrel away. At this point the take home pay of the Appellant was \$1,800 / month in wages. She was also provided with the best transportation all paid for, to tote this money to her secret accounts. In addition to that she was provided with access to a joint account with over \$6,000 in it. The Appellant's plan was to pay any unpaid bills and obtain counsel, and split the rest. The Appellee's plan was to take everything of value and she did. She stole his skis and boots, wheels for his truck, a motor he had overhauled, his rototiller and many other personal items were taken, if not for money, then for spite as well as bank accounts.

5. Had the Court recognized the theft of this money and the other items, that alone would have justified denying alimony. If she had \$6,000 from a joint account she certainly did not need alimony during the litigation. Commissioner Maetani in granting alimony has set a new record in the Courts. For the Commissioner to say that a fair trial could follow with the Appellant having to work and live

on \$900/month with no access to savings and the Appellee to sit home and have \$2,525.50/month and have access to all of her vast estate of stolen money, shows the extreme gender bias of the Court. For one professional teacher to pay another professional teacher alimony under these conditions without children involved, has to be a first in gender bias. Utah has always been behind in adjusting to the trends. Some states have very wisely outlawed alimony with women making up 47 % of the work force, alimony is a gender biased law. It is just and proper that this Court of Appeals consider the return of these unjustified payments (\$4,042) and the return of the Appellants half of the joint accounts(\$3,000).

6. The Appellee has made good use of her idle time calling and visiting the children and friends and carefully portraying the Appellant as a the worst person on the face of this earth. She was successful in her slander in some cases since there are members of Appellant's family that refuse a written invitation to attend the home of the Appellant. She went to the campus where the Appellant works and interfered with work, and tried to get his friends to end their friendship by the use of slander. She called the Bishop of the LDS Church and was able to convince him that the Appellant should not have a temple recommend and the Bishop followed her orders and withdrew that recommend. The day before the Appellant was to marry in the temple she called the temple and got them to cancel the marriage via her slander. She has openly stated her goal in life is to have the Appellant live out his life without one person to care if he lives or dies and for him to do it in abject poverty.

7. To facilitate the goal to have the Appellant die in poverty the Appellee secured the most expensive counsel with the very best in delay tactics. This woman is totally incapable of telling the truth and is also an excellent con artist. This woman was judge, jury and counsel for both parties. She would stand up in court and outline what the matter was, and her interpretation of the law concerning it, and what the Court ought to do and say concerning the matter, and demand that the court grant her request. At that point the parties might as well have left the court. She had consulted with the Commissioner prior to coming to court and they had set what was to happen. Everything was cut and dried in conspiracy long before court was held.

8. She devised a temporary document that gave her client total control over all of the assets of the marriage and one that granted her client an additional \$900/month from the salary of the Appellant. Any extended period would have left the Appellant unable to defend himself in court, so the Appellant wouldn't sign until she promised that this would be in effect for one month only, and that the matter was set for trial with the appropriate waiver. She maintained, if the Appellant wanted a speedy divorce he would have to sign, and that this must be signed right now since court was about to quit for the day, and that there would be weeks of delay if the Appellant didn't sign right now, and that this action was just the court's normal procedure. At this time the Appellant didn't know the true character of this con artist. The truth of the matter is; that once property has been assigned to a female via a

female lawyer the male has no chance of ever regaining that property in Commissioner Maetani's Court.

9. The Appellant's counsel was involved as a public defender and was unprepared to counsel or defend the Appellant and told him so, at the time. However, she said to go ahead and sign it and she promised to go to trial better prepared. Counsel confirmed that at the trial a complete accounting of the estate would be made and that since she had filed a waiver and set the matter for trial and that the trial was only a few weeks away and at that time according to the law the total assets of the marriage would be divided in half, including all of the income from the investments and the real estate. The truth was that neither counsel had set the matter for trial nor did they ever have any intention of setting this matter for trial. This was a ripe plumb ready to be plucked, and they were not about to let this one get away. The Appellant's counsel was female and by her gender wanted the female to get the estate. They wanted this before the courts as many years as possible and they were very successful. This matter was started in March of 1992 and is now one year and a half old and we are no closer to a satisfactory settlement now than we were in March of 1992.

10. A non-appealable-satisfactory settlement to both parties of this matter is obtained by following the guild lines given in the law. If both parties were to come to the Court or an arbitrator with a list of the assets of the marriage in descending order of value(the most valuable first) with an indication of those items each party would like to have, the divorce would be very simple in

the law. Both parties must agree as to the value of the items or this would be resolved by an appraisal that each pays half to obtain. The woman would be granted first choice since women are highly favored by the courts. If one party did not indicate the he or she wanted that item, then that choice would be voided by the failure to act. Any liquid asset would then serve to set an exact half to each according to the guild lines of the law. The Appellant set an appointment with a mutual friend, an accountant to act as an arbitrator. The Appellee failed to make that appointment. She much preferred to litigate than to arbitrate. With her counsel in total control it would be foolish for her to arbitrate. Why take half according to the law when you can get it all by coercion and fraud?

11. Next the con artist had her client empty the joint accounts and the set a date whereby only the empty accounts and the Key bank account, in the Appellants name, were to be frozen. All of her clients accounts with the stolen money in them, were to be left open and labeled as "inheritance money". This left the Appellee with a \$2,000/month to squirrel away for seven months and is now living on this \$14,000 of stolen money, plus the money stolen from the leases after the divorce.

12. The problem with most thefts is there are usually many mistakes. Somehow the conspiracy failed and the Appellee was closing out accounts after the date set by the con artist and Commissioner Maetani. At this point Judge Park signed an Order to Show Cause and the matter was set for hearing. Bank statements were presented to the Court showing the closing of "frozen" accounts.

This proved an embarrassment but Commissioner Maetani told the con artist that, he expected the her to respect the frozen nature of these accounts and that was the end of the matter. In other words a slap on the wrist(naughty girl) for grand theft if your a well liked female lawyer in his court.

13. After a few months of delay, the Appellant was unable to keep up with the \$2,000/month scam and his wages were garnisheed. At this point the Appellant asked the Court for a divorce and a trial for a property settlement later. The Appellant and the Appellee both wanted this to take place only the con artist and the Court wanted this not to occur. A trial may be appealed but if a signature is obtained, then it is almost impossible to appeal, as indicated to the Appellant, by Frederick Jackman who refused to take this case because the chance of winning was small according to Jackman. The granting of this divorce at this time was a very necessary relief to the emotionally charged battle of the past months. Not to grant this on the basis that to do so would relieve the coercion was clearly malfeasance of office on the part of the court. The Courts main function is to serve, and to grant relief from oppression not to foster and sustain oppression and cruel and unusual punishment. We pay taxes for the judges to relieve not to coerce. In the Courts own words to grant such a request would remove the "incentive to settle". This brings the court to the conclusion that extended delays foster fewer successful appeals, which is great for the court, but denies the basic constitutional right to a speedy trial to the parties.

14. As a result of the weakened physical condition and the needless-prolonged-camping-out living conditions imposed by the Court on the Appellant, the Appellant contracted tick fever, a debilitating disease that attaches the liver. The Appellant determined that it was best to sign anything and get this matter before a court of law, rather than this three ring circus that wasn't funny or entertaining. It was clear that the conspiracy to break the male to a point where he would sign anything had been very successful.

15. When the con artist learned that the Appellant was ill and was signing anything, she didn't keep up with the concessions. This is why the divorce indicates that each party shall pay their own court costs in one place, and in another grants the con artist \$1,000. This is also why in one place it indicates that the Appellee shall pay all of the debts on the home granted to her and in another that the Appellants savings shall be used for that.

16. Since the Appellee had been very successful in hiding her estate from the Court by calling it "inherited" money and since the Court accepted the here say of Ms. Brown, and since playacting the part of the poor unskilled housewife had been done so well the Appellant demanded that the pager-voice-mail leases having his name on them were to be his from October 1992 until they ran out. This amounts to half of the voice-mail lease or \$350 and \$195(his pager lease) each month from the month of October of 1992 until the lease ran out. The Appellee was to have \$350(her half) and \$97.5(her pager lease). The con artist running true to form, made up a number

\$395(there is no lease with this number on it and she has copies of all leases and they are filed with the court) and used that plus the \$195(his pager lease) and wrote into the divorce these two should be split and failed to mention the \$97.5(her pager lease) completely. This is the con artists bait and switch technique. The parties agree to something verbally she writes something up that sounds like the verbal agreement but grants to her client the bulk of the amount. If the opponent is trusting and signs, all she has to do is claim that this wasn't the case and the signed agreement stands up in any court. This was very acceptable procedure in Commissioner Maetani's court. This wasn't the end she then instructed her client not to pay anything. The plan was to take the matter before Commissioner Maetani and with her total control have even this granted to the Appellee as well. The Appellant filed a motion to have the payment of these funds confiscated from the Appellee's vast bank accounts and was refused a hearing to do so. The Appellant then secured the services of Frederick Jackman and spent \$925 in fees and has no way of recovering those fees, accept through this Court, since the Commissioner refuses to hear the matter.

17. When the con artist was told by the Appellant he was being coerced, she then put a statement in the Stipulation that no such coercion was taking place, since she knew it would be signed. This statement was there to cover her back side. She also added one more statement she knew was not true, that was that the Appellant had consulted an attorney before signing her lies.

18. Commissioner Maetani knew this economic rape was a result of coercion. He was and is today a party to that coercion. So he arranged a swearing in, a statement to cover his back side. His thinking was that no court would hear an appeal where the male had stated that the divorce was fair. The Appellant knew there was no way the divorce would be signed, there was no way to get matter before a legitimate court, unless he said it was fair. Had the Appellant told the commissioner the things contained in this appeal the matter would gone back to the delay mode. If the Appellant wanted a divorce in this century, it was mandatory to secure the Commissioner's backside.

19. At this point the economic rape was complete except for one item. The con artist was to use the Appellant's savings to pay the back payments, in the month of October, on the home granted to the Appellee. A few days before the divorce the Appellant gave the con artist \$14,000 from his savings. However being an excellent con artist she delayed making the settlement with the Lomas Mortgage until the beginning of 1993. This delay of several months enabled the con artist's client to have the interest deduction of \$3,500. In addition she arranged to have the Appellant's name on the mortgage so that he is unable to get credit since the credit report shows his home, his truck, and the home granted to the Appellee all as his debt as by the fraudulent divorce. It is proper and just that the Appellee pay the Appellant this tax deduction obtained by fraud, and pay the cost of removing the name of the Appellant from the mortgage on the home granted to the Appellee by the fraudulent divorce.

F.

SUMMARY OF THE ARGUMENT

The summary of the Argument is as follows;

That:

a. Commissioner Maetani has failed to grant the Appellant his constitutional right to a hearing on critical issues.

b. There is a case of president cited in the Motion For Summary Disposition, where the Court Of Appeals has reversed the lower Courts decision for failure to grant the fundamental right to a hearing.

c. The signature of the Appellant effecting this economic rape, was obtained under the condition of ill health, and by economic and verbal coercion.

d. The estate of the couple was never declared to the courts in any form.

e. The assets of the Appellee should be declared by this Court Of Appeals, as joint property since no legal evidence was or is now presented to the contrary.

f. That the disparity of the division of property clearly shows the gender bias of the Court. The Court was approached several times to end this economic rape, but failed to consider the needs of the male because of it's extreme gender bias.

G.

ARGUMENT OF THE CASE

The Argument of this case is as follows;

That:

a. Because of the gender bias of the Court and the personal affinity for the counsel of the Appellee the Court failed, to hear the Appellant's case concerning his following needs;

1. The need for reasonable living conditions.
2. The need to reconsider the interim document.
3. The need to grant the Appellant access to funds for appropriate counsel.
4. The need to consider the health and ability to make critical decisions without counsel.
5. The need to be able to collect money owed to the Appellant by the Appellee according to the fraudulent divorce.
6. The need to protect the credit rating and the ability to function in society.

b. In the case of Holm v. Smilowitz the decision of the lower Court was reversed since the Commissioner involved did not grant a hearing and acted on here say. This is exactly the mode of operation of Commissioner Maetani in this matter.

c. In spite of repeated attempts on the part of the Appellant the Court refused to allow the Appellant to live in his own apartment. As a result of the coercion and bad living conditions, the Appellant became ill and despondent to the point that he signed any document, and said anything, to get this matter before a legitimate court.

d. The fact that the Court signed a document with self contradictions granting the Appellee the Appellant's half of the estate, shows the rubber stamping nature of the Court. It also shows the Court is not interested in a just decision, only in a decision that is hard to appeal. The Court required no appraisal of real estate or bank account balance of the Appellee, be set in the Stipulation nor the divorce. The fact that there could have been \$1,000,000 in any of the accounts granted under this Courts adjudication shows the complete disregard for the welfare of the male by this Court of bias.

e. The Court erred in not requiring the Appellee to prove the money held in her estate was "inherited". To accept carte blank the here say evidence of her counsel over the objections of the Appellant was very biased procedure. Every penny of the Appellant's account and his wages and his retirement and any other item of value was sought out like a bear seeking honey, and declared before the Court in full.

f. The four-plex in question will become a very good retirement income. When the refinancing is complete and the mortgage is paid off, the income will continue to rise with inflation. The Appellee would have under the fraudulent divorce her Social Security, her retirement from teaching, and half of the Appellants retirement and the income from the four-plex at the point where the mortgage is all paid off.(about \$20,000/year at retirement). Why should the female have all of the meaningful assets of this estate? Why should every manner of coercion and

fraud be rewarded in this disproportionate manner? It is very unfair for the female to have the home, the four-plex, the pager-voice-mail leases, the bank accounts and the male to have some minor investments. It is very unfair for the female to have her retirement and half of that of the Appellant. It is fair that the valuable items of the estate be divided equally according to the law and equity. The male can not recover from this inequity in the few remaining years he has to work. The courts must not let the politics of the day obscure the needs of the male in retirement.

H.

CONCLUSION

The conclusion of this matter is when men are given power, it is their nature and disposition to abuse that power. To render decisions based on who is involved, and completely ignore needs of the parties or any of the facts of the case. This has been repeated over and over again in history. The reason we have a constitution holding sacred certain rights, such as a speedy trial and the right to a jury trial, and the right to a hearing is; that the English had based their decisions on the class of the citizen and not on the facts. The violation of these rights gave birth to civil rights. Frederick Jackman has said; "there is no law in divorce court". He is such a successful lawyer that he has a building named after him, and takes only the cases he is certain of winning.

Compare the divorce of Mantz v. Mantz with this case. Two teachers the same age of the parties of this litigation, and having the same estate, a car, a truck, two houses and investments and bank accounts. The judge told the parties on the opening day that there would be no alimony since both were college graduates. The estate was split in half and in forty five days and the healing process had already begun. The total cost was \$750. The legal costs of this case are now about a factor of ten higher than Mantz v. Mantz. There can be no healing in a divorce that goes on for years and years, there is only complete polarization in the extended family. If reasonal adjudication is in one city and economic rape in an other, then Mr. Jackman is right, there is no law in divorce court.

I.

MANUAL SIGNATURE

This is to certify that without the help of an attorney I Robert H. Peterson, the Appellant, did prepare this document to the very best of my limited ability. I would have much preferred to teach Calculus, Physics and Electronics and to have had an attorney prepare this document. I did seek earnestly to submit this document free of error, with the help of an attorney. No attorney that reviewed the case would take this case.

Dated this the 23rd day of October 1993.


ROBERT H. PETERSON

J.

SERVICE CERTIFICATE

I ROBERT H. PETERSON certify that on Oct. 25, 1993
I served two copies of the attached brief upon Michael D. Esplin of
43 East 200 North Provo, Utah counsel, for the Appellee, in this
matter by personally serving it upon him at the the following
address.

43 East 200 North

Provo, Utah 84601

Dated this day the 25th day of October 1993.

Robert H. Peterson
Robert H. Peterson

IN THE UTAH COURT OF APPEALS

-----ooOoo-----

Robert H. Peterson
Plaintiff and Appellant,

BRIEF
Addendum

V.

Virginia T. Peterson
Defendant and Appellee,

Court of Appeals
Case # 930437-CA

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COURT OF APPEALS

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IN THE FOURTH JUDICIAL DISTRICT COURT FOR UTAH COUNTY

STATE OF UTAH

ROBERT H. PETERSON,	:	
Plaintiff,	:	DECREE OF DIVORCE
vs.	:	
	:	
VIRGINIA T. PETERSON,	:	
Defendant.	:	
	:	Civil No. 924400839

The above-entitled matter came on regularly for hearing on the 8th day of October, 1992, Commissioner Howard H. Maetani presiding. The Plaintiff appeared in person and was representing himself. The Defendant did not appear in person but was represented by MARILYN MOODY BROWN of Robinson, Seiler, Glazier and Brown. The Court having heard the testimony introduced on behalf of the Plaintiff and being fully advised in the premises, and having heretofore entered its Findings of Fact and Conclusions, now upon motion of Plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The bonds of matrimony and the marriage contract

heretofore existing by and between the Plaintiff and Defendant be, and the same are hereby dissolved, and the Plaintiff is hereby awarded a Decree of Divorce from Defendant on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

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

3. Plaintiff and Defendant were married on December 23, 1959, at St. George, Utah, and are presently married.

4. There have been five children born as issue of this marriage. All of said children have reached the age of majority.

5. Each party waives and forever relinquishes any and all claims he or she may have to alimony from the other party or to any share of the assets of other party, except as herein expressly provided.

6. Defendant is awarded the right, title, and interest in and to the real property located at 437 South 800 East, Orem, Utah, and the four-plex located at 789 East 1400 South, Orem, Utah. Defendant hereby accepts and assumes exclusive responsibility for any and all debts and obligations arising

out of the purchase and ownership of said real property. Plaintiff will execute a Quit Claim Deed transferring all his right, title, and interest in and to said real property to Defendant.

7. The obligations owing on the home for which Defendant will be responsible will include the amount owing to Sid Gilbert, Lomas and Nettleton (mortgage), Mardell Topham (appraiser), and D. David Lambert (attorney).

8. The Defendant is awarded the Key Bank Account (749072179) and will pay the following obligations from the money in that account: Sid Gilbert (\$300.00), Mardell Topham (\$650.00), David Lambert (\$1,000.00), Marilyn Moody Brown (\$1,000.00), and Lomas and Nettleton. Any amount in the account in excess of the obligations named in this paragraph shall be given to Plaintiff.

9. The parties acquired personal property. Said personal property is divided as follows:

A. To the Plaintiff: 1982 truck, 1980 motorcycle, small motorcycle, dune buggy, violin, keyboard, travel trailer, and tools.

B. To the Defendant: 1983 car, 6 foot by 12 foot utility trailer, two inflatable boats, tools (pipe bender), lawnmower, rototiller, antique dinette set, tv, VCR, couch,

two recliners, piano, sewing machine, 4 beds, washer and dryer, bedroom set, food storage, freezer, computer, two desks, filing cabinets, and microwave oven.

C. The remaining personal property is awarded as it has already been divided between the parties.

10. The Plaintiff acquired a retirement and/or a pension plan through his place of employment. The Defendant will receive one-half (1/2) of all amounts that were accumulated during the marriage. The Court will enter a Qualified Domestic Relations Order effectuating this provision.

11. The Defendant will receive the home and the Key Bank Account as indicated previously in this document in lieu of any alimony.

12. The parties have the following investments which include tax shelter at Boston Inc., Fidelity Account, Dean Witter Account, and Copeland IRA. All of said investment is awarded to the Plaintiff as his sole and exclusive property.

13. The parties have a voice mail system investment together with leases. The Defendant received money as inheritance from her father's estate. With that money she purchased a voice mail system. She is awarded this investment as her sole and exclusive property. The parties acquired a voice mail investment which now has a lease agreement. The

parties receive \$395.00 and \$195.00 per month from these leases. Commencing October 1, 1992, these amounts will be equally divided until the lease expires. Any assets in the voice mail system are awarded to the Defendant.

14. The Defendant acquired an account at Zion's Bank and Universal Campus Credit Union from her father's estate. Said property is awarded to her as her inheritance, free from any interest from the Defendant.

15. The Mountain America Credit Union Account will be awarded to the Defendant.

16. Any and all other bank accounts are awarded to the parties as they are presently divided.

17. The Plaintiff has been determined by the Court to be in arrears on his alimony during the temporary period and judgment has been entered against him. All of said amounts are considered satisfied. The Defendant's attorney will cause a satisfaction of judgment and release of garnishment to be sent to Plaintiff's employment and will release the amount currently in garnishment.

18. Any amounts received by Defendant for rents or leases during the pendency of the divorce action are awarded to her as her property.

19. Any and all other debts and obligations will be paid

by the party who incurred the particular debt or obligation.

20. Each party is ordered to pay his or her own state and federal income taxes for the year 1992.

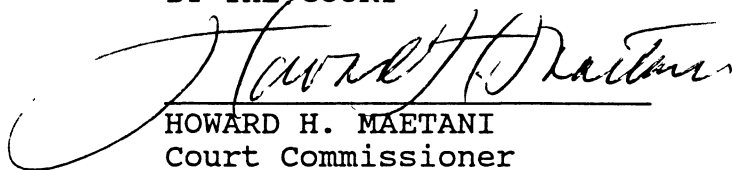
21. The Plaintiff will immediately transfer the account at Key Bank and sign Quit Claim Deeds conveying the property above-stated to the Defendant on the date the stipulation is signed then the divorce can be finalized immediately.

22. Each party is ordered to assume his or her own costs and attorney's fees incurred in this action.

23. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

DATED this 8th day of October, 1992.

BY THE COURT

A handwritten signature in cursive script, reading "Howard H. Maetani", is written over a horizontal line. Below the line, the name "HOWARD H. MAETANI" and the title "Court Commissioner" are printed in a serif font.

HOWARD H. MAETANI
Court Commissioner

IN THE FOURTH JUDICIAL DISTRICT COURT

UTAH COUNTY, STATE OF UTAH

ROBERT H. PETERSON,

Plaintiff,

RULING

CIVIL NUMBER: 924400839

vs.

DECEMBER 7, 1992

COMMISSIONER MAETANI

VIRGINIA T. PETERSON,

Defendant.

The above-entitled matter came before the court commissioner for a default divorce on October 8, 1992 during which plaintiff was present and appeared pro se. The parties had entered into a Stipulation which was filed with the Court on October 9, 1992. The Decree Of Divorce and Findings Of Fact And Conclusions Of Law were signed and entered on October 9, 1992. On or about October 13, 1992 defendant filed a Release Of Garnishment and on October 15, 1992 defendant also filed a Notice Of Entry Of Judgement. On or about November 19, 1992 plaintiff filed a Motion For A Change Of Venue And A Property Settlement Trial And A Request For A Hearing. On or about November 20, 1992 defendant filed a Response To Motion For Change Of Venue And A Property Settlement Trial And A Request For A Hearing.

The court upon review of the documentation and the Court's tape record of the October 8, 1992 hearing and upon being advised in the premises, now recommends as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. That the plaintiff filed a Complaint For Divorce in the above-entitled matter on or about April 24, 1992. Defendant filed an Answer To Complaint For Divorce And Counterclaim on or about April 24, 1992.

After much litigation over the temporary orders in effect during the pendency of this action, the parties entered into a Stipulation which was filed with the Court October 9, 1992. The Stipulation addressed the issues of alimony, division of real and personal property, and division of investments, retirement benefits, and marital debts. The parties stipulated specifically as the following issues: that the divorce would be granted on grounds of irreconcilable differences, that each party would relinquish alimony, that defendant would be awarded the real properties at 437 South 800 East, Orem and 789 East 1400 South, Orem, that defendant would be awarded the Key Bank account and would be responsible for the debts to Sid Gilbert, Lomas and Nettleton, Mardell Topham, and David Lambert, that defendant would be awarded one-half ($\frac{1}{2}$) of plaintiff's retirement or pension plan that were accumulated during the parties' marriage, that the investments with Boston, Inc., Fidelity Account, Dean Witter Account, and Copeland IRA would be awarded to plaintiff, that defendant would be awarded the voice mail system investment as her sole property and that proceeds from the voice mail investment with the lease agreement be divided equally until the expiration of the lease, that defendant be awarded the bank accounts at Zion's Bank,

Universal Campus Credit Union, and Mountain America Credit Union, that defendant would enter a satisfaction of judgement for plaintiff's arrearages in temporary alimony, and that plaintiff would transfer the bank account at Key Bank and sign quit Claim deeds conveying the real property to defendant. (See Stipulation signed by parties on October 7, 1992 and filed with the Court on October 9, 1992).

The Decree Of Divorce Of Divorce and Findings Of Fact And Conclusions Of Law which incorporated the terms of the Stipulation were prepared by defendant's counsel, Marilyn Moody Brown, and signed and entered by the Court on October 9, 1992.

2. That plaintiff filed his Motion For A Change Of Venue And A Property Settlement Trial And A Request For A Hearing on or about November 19, 1992 alleging that his signature on all divorce documents setting up the conditions of the divorce were obtained by lies, fraud, coercion and financial hardship. Plaintiff further alleges that the Court is biased by individuals appearing pro se and such bias constitutes coercion against the plaintiff and that the Court has violated the law by granting defendant total control over all the marital assets.

The Court notes that plaintiff signed his Motion For a Change Of Venue And A Property Settlement Trial And A Request For A Hearing on October 7, 1992, the very same day that plaintiff signed the Stipulation between the parties governing the settlement of the disputed issues in this matter.

3. Defendant alleges in her Response To Motion For A Change Of Venue And A Property Settlement Trial And A Request For A Hearing that plaintiff's allegations that the Court has somehow acted improperly are no different from the allegations plaintiff has made throughout the pendency of this matter. Defendant further points out that the Stipulation the parties entered into contained very specific provisions as to plaintiff acknowledging that he has obtained legal advice, that he has the right not to enter into the Stipulation, and that he is entering into the agreement of his own free will and is not action under the coercion or undue influence of anyone. See Paragraphs 25. through 32. of the Stipulation filed October 9, 1992.

4. Under Maxwell v. Maxwell, 796 P.2d 403 (1990), the Utah Court of Appeals has held that stipulations are conclusive and binding unless on timely notice and for good cause, relief is granted. See also Higley v. McDonald, 685 P.2d 496 (Utah 1984). While contract theories such as bargain and waiver are inapplicable to the court's continuing jurisdiction over child custody and support, Gates v. Gates, 787 P.2d 1344 (Utah App. 1990), the Court finds that plaintiff freely bargained for and accented to the agreements entered into when the parties signed the Stipulation on October 7, 1992.

The Court feels that plaintiff has produced insufficient proof to support his allegations that he was under such coercion or duress from either the defendant or the Court that he did not assert his rights at the time he entered into the Stipulation. The Court further notes that upon review of the Court's tape record of

the default proceedings on October 8, 1992, that the Court questioned plaintiff as to his understanding of the Stipulation that parties had entered into and as to his agreement to be bound by such agreement. The Court notes that plaintiff assented to both his understanding of the Stipulation and his agreement to be bound by it in open court.

Additionally, the Court further finds that plaintiff's claims that the Court is so biased towards to individuals representing themselves pro se as to be coercive toward those individuals to be unfounded and unsubstantiated. Instead, the Court often attempts to take precautions that individuals representing themselves pro se are not jeopardizing their legal rights and interests. The Court finds it disturbing that plaintiff would make such allegations in an attempt to circumvent agreements he freely entered into and that he is now unhappy with.


Therefore, the court finds that the present arrangements between the parties concerning the issues resolved in the Stipulation filed with the Court on October 9, 1992 and incorporated into the Decree Of Divorce and Findings Of Fact And Conclusions Of Law should continue and plaintiff's Motion For A Change Of Venue And A Property Settlement Trial And A Request For A Hearing is denied.

Accordingly, the parties have ten (10) days from the date of this ruling to file a specific written objection with the clerk of the court. Regardless as to whether an objection is filed, counsel for the defendant is directed to prepare an appropriate order

consistent with the aforementioned recommendation.

DATED at Provo, Utah this 7 day of December, 1992.

RECOMMENDED BY:


HOWARD H. MAETANI
Court Commissioner

cc: Robert H. Peterson
Marilyn Moody Brown

FILED IN
4TH DISTRICT COURT
STATE OF UTAH
UTAH COUNTY

MAY 19 3 05 PM '93
jm

IN THE FOURTH JUDICIAL DISTRICT COURT

UTAH COUNTY, STATE OF UTAH

ROBERT T. PETERSON,

Plaintiff,

CASE NUMBER: 924400839

vs.

VIRGINIA T. PETERSON,

MEMORANDUM DECISION

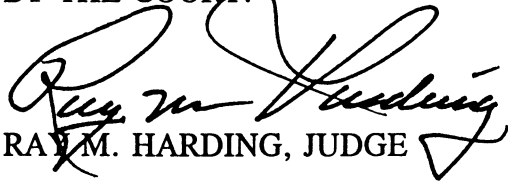
Defendant.

The Court has received two requests from the plaintiff both of which plaintiff has entitled, "Request for a Hearing Qualified Domestic Relations Order." The Court is not certain what he intends by such requests. However, treating them as motions for relief from the stipulation and decree entered in this case, the Court finds no justification for granting such relief. The Court has now ruled on all issues in this case. Plaintiff's present requests raise no issues that the Court has not already duly considered and disposed of. Accordingly, defendants requests are denied.

Counsel for Defendant is to prepare an order within 15 days of this decision consistent with the terms of this memorandum and submit it to the Court for signature. This memorandum decision has no effect until such order is signed by the Court.

Dated this 19th day of May, 1993.

BY THE COURT.


RAY M. HARDING, JUDGE

cc: Marilyn Moody Brown, Esq.
Robert H. Peterson

IN THE FOURTH JUDICIAL DISTRICT COURT

UTAH COUNTY, STATE OF UTAH

ROBERT T. PETERSON,

Plaintiff,

CASE NUMBER: 924400839

vs.

VIRGINIA T. PETERSON,

MEMORANDUM DECISION

Defendant.

Having received and fully considered plaintiff's Objection to the ruling of the Commissioner, dated December 7, 1992, the Court hereby overrules the objection. The Court finds that plaintiff has failed to establish that he signed the stipulation upon which the Commissioner's ruling was based as a result of fraud and coercion. Although the Court understands that plaintiff is not now, nor perhaps ever was, happy with the terms of the stipulation, plaintiff's representations are simply insufficient to overcome the presumption that plaintiff voluntarily entered into the stipulation by signing his name to an agreement which contained several affirmations that he was doing so of his own free will and choice, and without coercion. Because plaintiff has not claimed that the commissioner ruling is in any way inconsistent with the stipulation entered into by the parties, the Court must uphold the Decree of Divorce entered in this case and enforce the parties' stipulation according to its

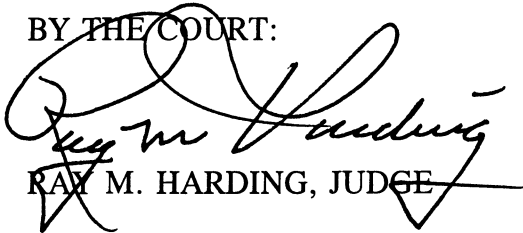
terms.

Furthermore, plaintiff's "Motion for Change of Venue" is inappropriate and hereby denied.

Counsel for Defendant is to prepare an order within 15 days of this decision consistent with the terms of this memorandum and submit it to opposing counsel for approval as to form prior to submission to the Court for signature. This memorandum decision has no effect until such order is signed by the Court.

Dated this 13th day of January, 1993.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Ray M. Harding", is written over the printed name. The signature is fluid and cursive, with a large loop at the beginning and a long horizontal stroke at the end.

RAY M. HARDING, JUDGE

cc: Marilyn Moody Brown, Esq.
Robert H. Peterson

FILED IN
4TH JUDICIAL DISTRICT COURT
STATE OF UTAH
JUN 3 2 55 PM '93

Marilyn Moody Brown, No. 4803
TAYLOR, MOODY & THORNE
Attorneys for Defendant
2525 North Canyon Road
Provo, Utah 84604
Telephone: (801) 373-2721

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH

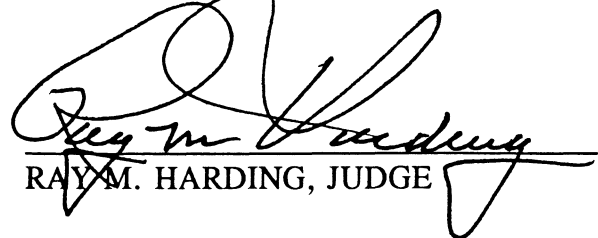
ROBERT T. PETERSON,	:	ORDER ON REQUEST FOR A HEARING
Plaintiff,	:	QUALIFIED DOMESTIC RELATIONS
	:	ORDER
v.	:	
VIRGINIA T. PETERSON,	:	Civil No. 924400839
Defendant.	:	

The Court having received two requests from the Plaintiff both of which Plaintiff has entitled, "Request for a Hearing Qualified Domestic Relations Order." The Court is not certain what he intends by such requests. However, treating them as motions for relief from the stipulation and decree entered in this case, the Court finds no justification for granting such relief. The Court has now ruled on all issues in this case. Plaintiff's present requests raise no

issues that the Court has not already duly considered and disposed of. Defendants requests are denied.

DATED this 3 day of June, 1993.

BY THE COURT



RAY M. HARDING, JUDGE

NOTICE TO PLAINTIFF

TO: ROBERT T. PETERSON

You will please take notice that the undersigned, Attorney for Plaintiff, will submit the above and foregoing Order on Request for Hearing Qualified Domestic Relations Order to the Honorable Ray M. Harding, Judge, for his signature, upon the expiration of five (5) days from the date of this Notice, plus three (3) days for mailing, unless written objection is filed prior to that time, pursuant to Rule 4-504 of the Rules of Judicial Administration of the State of Utah.

DATED this 21 day of May, 1993.


MARILYN MOODY BROWN
Attorney for Defendant

ROBERT H. PETERSON, Pro Se
~~500 South Main~~ 1373 East 400 South
~~P.O. Box 435~~
Springville, Utah 84663
(801) 225-8000 ext. 550 or 519

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

ROBERT H. PETERSON,

Plaintiff,
vs.

NOTICE OF APPEAL

VIRGINIA T. PETERSON,

Defendant.

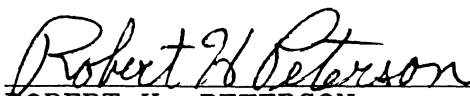
Civil No. 924400839
Judge Harding

COMES NOW the plaintiff/appellant, Robert H. Peterson, pro se,
and hereby gives notice of appeal of the Order of the Honorable
Raymond M. Harding dated June 3 1993.

This appeal is taken from the Fourth Judicial District Court
in and for Utah County, State of Utah. This appeal is taken to the
Utah Court of Appeals.

The appeal is taken from the entire judgment.

DATED this 30th day of June, 1993.


ROBERT H. PETERSON
Appearing Pro Se