

1993

Jacobsen v. Jacobsen : Reply Brief

Utah Court of Appeals

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Recommended Citation

Reply Brief, *Jacobsen v. Jacobsen*, No. 930496 (Utah Court of Appeals, 1993).

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IN THE UTAH COURT OF APPEALS

JOYCE K. JACOBSEN (Kalanquin),	(REPLY OF THE
Plaintiff and Appellant	(PLAINTIFF-APPELLANT
	(	TO
vs.	(	BRIEF OF APPELLEE
	(	SHIRLEY JACOBSEN
SHIRLEY F. JACOBSEN,	(
Defendant and Appellee.	(	Appellate Court No. 930496-CA
	(

Appeal and Cross Appeal of the decision of June 30, 1993 of the First District Court, Cache County, State of Utah, Judge Gordon J. Low presiding, denying the Plaintiff-Appellant's MOTION TO SET ASIDE DIVORCE DECREE AND FOR NEW TRIAL ON ISSUES OF PROPERTY SETTLEMENT.

Argument Priority Classification is 15.

UTAH COURT OF APPEALS

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DOCKET NO.

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PRELIMINARY STATEMENT

The Plaintiff and Appellant in this appeal is Joyce K. Jacobsen, also known as Joyce Kalanquin, who will be referred to as "Mrs. Kalanquin". The Defendant and Appellee is Shirley F. Jacobsen, who will be referred to as "Mr. Jacobsen".

JURISDICTIONAL STATEMENT

The Court of Appeals has jurisdiction in this matter as stated in BRIEF OF THE PLAINTIFF-APPELLANT at page 1.

STATEMENT OF THE ISSUES ON APPEAL

1. Did the trial court place an excessive burden of proof upon Mrs. Kalanquin at the May 24, 1993 hearing because it incorrectly defined the meaning of the term "disclosure" as that term was used in the divorce and property settlement proceedings between the parties?

2. Did the binding Stipulation entered into between the parties on August 27, 1987, which was approved by the Trial Court in an Order dated August 28, 1987, allow Mrs. Kalanquin to renew her claims to Mr. Jacobsen's property in the event he had failed to make a full and complete disclosure of the same or does it cease to be binding when it fails as a contract or is contrary to public policy?

3. Were Mrs. Kalanquin's Interrogatories and Requests for Production of Documents submitted to Mr. Jacobsen prior to the

May 24, 1993 hearing repetitive and abusive, and properly terminated?

The standard of review is as stated in BRIEF OF THE PLAINTIFF-APPELLANT at page 2.

STATEMENT OF THE ISSUE ON CROSS APPEAL

1. Did the Trial Court properly refuse to award Mr. Jacobsen his attorney's fees and costs of court and should this Court deny Mr. Jacobsen the same on this appeal?

The standard of review for the issues on cross appeal are as stated in BRIEF OF APPELLEE SHIRLEY JACOBSEN at page 3.

DETERMINATIVE RULES

The applicable rules and statutes are as stated in BRIEF OF APPELLEE SHIRLEY JACOBSEN at pages 3 through 6.

STATEMENT OF THE CASE

Additions or corrections to the statement of the case in the brief of the Appellee are the following:

It should be noted that at the May 1, 1987 meeting Attorney John T. Caine, representing Mrs. Kalanquin, specifically inquired of Mr. Jacobsen regarding properties and accounts on an extensive list provided him by Mrs. Kalanquin. Mr. Jacobsen claimed as to each of the properties or accounts that either such did not exist or had no value or had been depleted in some fashion. [See

AFFIDAVIT OF COUNSEL JOHN T. CAINE - Addendum I in Brief of The Plaintiff-Appellant.]

Prior to the divorce Mrs. Kalanquin **attempted** to conduct extensive discovery and investigation into Mr. Jacobsen's property, assets and income. This was largely ineffective since Mr. Jacobsen refused or failed to answer questions regarding his real property assets. [See pages 16-17 (Interrogatory #34) in ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS - Addendum G in Brief of The Plaintiff-Appellant and pages 16-19 in Brief of The Plaintiff-Appellant.] No attempt was pursued to require complete answers regarding his assets since he asserted in the May 1, 1987 meeting with Attorney Caine, as noted in the preceding paragraph, that such properties either did not exist or had no value or had been depleted in some fashion.

Regarding the allegedly abusive discovery requests of Mrs. Kalanquin, the description of the discovery on pages 22 and 23 of Brief of The Plaintiff-Appellant is insightful.

SUMMARY OF THE ARGUMENTS ON APPEAL

1. The trial court placed an unfair burden of proof upon Mrs. Kalanquin because it incorrectly defined the meaning of the term "disclosure" as that term was used in the divorce and property settlement proceedings between the parties.

2. The binding Stipulation entered into between the parties on August 27, 1987, allows Mrs. Kalanquin to renew her

claims to Mr. Jacobsen's property in the event he failed to make a full and complete disclosure of the same and ceases to be binding when it fails as a contract or is contrary to public policy.

3. Mrs. Kalanquin's Interrogatories and requests For Production of Documents submitted prior to the May 24, 1993 hearing were reasonable in scope and intent to discover property which had not been fully and completely disclosed by Mr. Jacobsen prior to the Stipulation of August 27, 1987.

SUMMARY OF THE ARGUMENT ON CROSS APPEAL

1. The Trial Court's decision to refuse to award Mr. Jacobsen his attorney's fees and costs of court was proper and this court should not award Mr. Jacobsen the same on this appeal.

DETAIL OF THE ARGUMENTS ON APPEAL

Point 1.

1. The trial court placed an unfair burden of proof upon Mrs. Kalanquin because it incorrectly defined the meaning of the term "disclosure" as that term was used in the divorce and property settlement proceedings between the parties.

Mr. Jacobsen's Attorney has failed to recognize the real issue in this case. This issue is not whether Mrs. Kalanquin failed to meet her burden of proof. The real issue is concerning what that burden should have been. At the heart of this is determining the meaning of the word "disclosure" as used in the

pertinent dealings between the parties. This issue is fully discussed in BRIEF OF THE PLAINTIFF-APPELLANT. Please refer to this. However, the BRIEF OF THE APPELLEE SHIRLEY JACOBSEN essentially fails to even mention this issue!

Mr. Jacobsen's failure to address the real issue in this case has the practical effect of clouding up matters. It appears to us similar to the wizard vigorously manning the controls behind the curtain while the Great Oz bellows and belches fire and smoke. As Toto begins to draw the curtain back Oz roars "pay no attention to the man behind the curtain", in an attempt to keep Dorothy and her friends misled as to what the truth really is. Mr. Jacobsen's sidestep of the real issue in this case is simply smoke and bombast.

The brief of Mr. Jacobsen in several instances makes much of the fact that Mrs. Kalanquin did not cite the record to establish that she had carried her burden of proof on her claim of non-disclosure. Again, this is simply Mr. Jacobsen's failure to recognize what the issue is in this appeal. The question of whether Mrs. Kalanquin has met her burden of proof is a matter which should be decided by the trial court after remanding and allowing Mrs. Kalanquin to present evidence under the appropriate burden as ordered by this Court. The issue before this Court now is what the burden should be, not whether it has been carried or not.

In his brief at pages 13 and 14, Mr. Jacobsen mentions many properties which the trial court found were "disclosed".

However, these were only considered "disclosed" by Judge Low because Mrs. Kalanquin had at least some limited knowledge concerning them independent of what Mr. Jacobsen had disclosed to her. The fact is that Judge Low's findings as to the numerous properties, that they had been "disclosed", hinged upon his erroneous interpretation of what that term meant. When that erroneous interpretation is corrected each of the properties mentioned in Mr. Jacobsen's brief become "undisclosed" properties.

As discussed in Mrs. Kalanquin's brief, at argument 6, pages 15-19, Mr. Jacobsen had made affirmative representations regarding many of the properties undisclosed by him, stating that such "either did not exist or had no value or had been depleted in some fashion." Mr. Caines handwritten note of the May 1, 1987 meeting, as noted by the Trial Court [Pg. 330, Reporter's Transcript of Hearing of May 24, 1993], states next to Family Limited Partnership: "no trust, no \$". This is a far cry from the picture of passive acquiescence which Mr. Jacobsen would have the court believe in. Mr. Jacobsen's testimony at the May 24, 1993 hearing is illustrative:

Q. (By MR. MALOUF) Did you take her -- did you tell her about the S.F. Jacobsen Family Partnership property transfer?

A. (BY MR. JACOBSEN) No, no.

Q. So, she didn't know about that, then?

A. No.

Q. Okay.

A. Not that I know of; I didn't tell her.

MR. WILLMORE: Well, what time period are you talking ,
Ray, because its listed on that May 1.

Q. (BY MR. MALOUF) Well, at the time you set it up, she
didn't know about that; is that right?

A. Yes.

Q. Did she find out about it later?

A. I Suppose. I didn't tell her.

Q. You never did tell her?

A. No.

[Pg. 283, Id.]

Mr. Jacobsen's testimony went on to establish that some of
these properties which he had not told Mrs. Kalanquin about had
been developed during the course of their marriage. [Pp. 283-284,
Id.] When asked whether there were land sales contracts he was
receiving payments on which Mrs. Kalanquin did not know about he
responded "yes." [Pg. 285 Id.] Mr. Jacobsen was questioned
further regarding his meeting with Mrs. Kalanquin's attorney John
Caine:

Q. Do you remember telling Mr. Caine that everything was
gone, sold, especially in King Clarion Hills, for
example?

A. I -- I really don't remember. I think I told him
everything if any lots were sold, anything of any value
was sold. The remaining peices that were left were

worthless or didn't have any values at the present time.

Q. Okay. But you didn't tell him that some of the property had been taken out of your name and put in the name of the partnership, did you?

A. No.

[Pg. 291, Id.]

Mr. Jacobsen's Attorney interrupted to assert that no transfers from Mr. Jacobsen to the limited family partnership had taken place and that there were no deeds. Mr. Jacobsen was questioned further:

Q. How did the limited partnership gain ownership of it?

A. WITNESS: Pardon?

MR. WILLMORE: Were there deeds, Shirley?

WITNESS: They were never recorded. There were some deeds made out, but never recorded.

Q. (BY MR. MALOUF) But you told Joyce that -- you didn't really tell her everything about that, did you? You'd rather she didn't know, am I right?

A. Yes.

[Pg. 292, Id.]

Mrs. Kalanquin was not insisting on disclosure of legal descriptions or detailed minutia concerning each property. But what she did deserve was information sufficient to ascertain not only the general existence of properties, but also that they were part of the marital estate to which she might have claim. Mr.

Jacobsen's contrary affirmations steered her away from the thought that she might have a claim to them and therefore constituted "non-disclosure" by Mr. Jacobsen.

In his brief Mr. Jacobsen makes a distinction of the present case from the case *Boyce v. Boyce*, 609 P.2d 928 (Utah 1980). He claims the difference is that in *Boyce* the wife did not have a hearing, but in the instant case she did. However, in Mrs. Kalanquin's case she had a hearing in name, but not a full and fair hearing in fact. Since the burden placed upon her by the Court's erroneous definition of the term "disclosure" was unfair the hearing itself could not be fair. It is analogous to placing two boxers in the ring, tying one's hands behind his back while the other is unrestrained, letting the match take place, and then when the fighter who was tied complains he should be able to have a rematch the other asserts that a "fair fight" had already taken place.

Point 2.

2. The binding Stipulation entered into between the parties on August 27, 1987, allows Mrs. Kalanquin to renew her claims to Mr. Jacobsen's property in the event he failed to make a full and complete disclosure of the same and ceases to be binding when it fails as a contract or is contrary to public policy.

The claim of Mr. Jacobsen is that Mrs. Kalanquin has simply come to regret the bargain she made in the Stipulation of August 27, 1987 and therefore wants out of it. This is an inaccurate

characterization. The position of Mrs. Kalanquin is that she did not get what she bargained for and therefore deserves to set aside any obligations the bargain inequitably places upon her. She deserves to be placed in the position she was immediately prior to the Stipulation.

Mrs. Kalanquin's position is based upon paragraph 9 of the Stipulation, but is also supported by principles of both contract law and public policy. Paragraph 9 of the Stipulation of August 27, 1987, states:

9. Disclosure. Each of the parties acknowledge that a full and complete disclosure of all property and debts incurred or acquired during the marriage has been made and should other property and debts later be discovered, an equitable Order would have to be entered at such time.

This provision clearly provides that where non-disclosure or less than "full and complete" disclosure has occurred equity may step in and make a proper adjustment. It must be remembered also that this provision colored the whole stipulation and that any waiver under paragraph 3 therein is subject to such revision as equity may require.

It has been pointed out in argument 10, pages 26 and 27 of Mrs. Kalanquin's brief, that if a meeting of the minds had not occurred in formation of the Stipulation then it was not a valid contract. Mrs. Kalanquin's interpretation of paragraph 9 and what "full and complete disclosure" meant is detailed in her brief. At this point we do not know for sure what Mr. Jacobsen's interpretation is since he ignores this issue and does not

address it in his brief. We may assume however, that it is different than Mrs. Kalanquin's. The question of reasonableness of each interpretation must be addressed. If both are reasonable then no meeting of the minds has occurred and the contract is void. If only Mrs. Kalanquin's interpretation is reasonable then she is entitled to the relief sought in her appeal.

On the other hand, if this court were to determine that in paragraph 9 each party meant they were stipulating that the other had made a "full and complete disclosure" then public policy considerations must make the stipulation void. The court would essentially have determined that Mrs. Kalanquin had agreed that Mr. Jacobsen had not deceived her and if he actually had, too bad, because she had agreed he had not. We assert however, that it is not within the power of Mrs. Kalanquin to grant Mr. Jacobsen a license to lie, cheat, and deceive without recourse to the law because such a grant is inimical to the good of the public. The stipulation would thus fail and Mrs. Kalanquin must find herself at the point immediately prior to the stipulation.

Mr. Jacobsen has been most conscientious in his brief to make accusation that certain Appendices in Mrs. Kalanquin's brief are attempts to deceive and mislead the court. [See page 23 - BRIEF OF THE APPELLEE SHIRLEY JACOBSEN] Such accusation is unfounded and inappropriate. Neither Appendix A or B were represented to be part of the trial record. (Although in fact they were gleaned from documents entered into the record.) This is why they were in the Appendix and not the Addendum. Mr.

Jacobsen's unfounded accusation is merely more smoke and tends to obscure the real issue in this appeal.

Point 3.

3. Mrs. Kalanquin's Interrogatories and requests For Production of Documents submitted prior to the May 24, 1994 hearing were reasonable in scope and intent to discover property which had not been fully and completely disclosed by Mr. Jacobsen prior to the Stipulation of August 27, 1987.

In Mr. Jacobsen's brief he argues at page 23 that "[d]iscovery was conducted extensively prior to the August 27, 1987 Stipulation of the parties." However, as pointed out by Judge Low: "It looks like most of the discovery back in those days was undertaken by Mr. Willmore on behalf of the Defendant, not vice-versa." [Page 31, Reporter's Transcript of Hearing, February 16, 1993.] Mrs. Kalanquin's attempts were limited and of questionable effectiveness. Further attempts to discover were not attempted because of Mr. Jacobsen's firm representations that further marital assets "either did not exist or had no value or had been depleted in some fashion." [See argument 6, pages 15-19, BRIEF OF THE PLAINTIFF-APPELLANT.]

In Mr. Jacobsen's brief, at pages 24 and 25, he points out that the Trial Court carefully instructed Mrs. Kalanquin and her Attorney on the Interrogatories and Requests For Production of Documents to be submitted. The brief argues that Mrs. Kalanquin's discovery was not specific, as ordered by the court.

Pages 79 and 80 of the Reporter's Transcript of the Hearing of November 12, 1992 is cited, but no excerpts from Judge Low's instructions are provided. This may be because Judge Low's instructions do not support the position that Mr. Jacobsen is arguing. Judge Low instructed:

Those three areas [real properties, accounts receivable, properties which may have been transferred], I'm going to allow you to ask some questions specifically of the defendant, as to what the properties were, when they were owned, when they were sold. If there were accounts receivable, what they were, when they were created, and what the payoff status was at the time of the decree. If there were properties owned but transferred and undisclosed, transferred to other -- other owners, but undisclosed to the plaintiff, what they were and what the value was. [Page 80, Reporter's Transcript of Hearing, November 12, 1992.]

It was in those three areas specifically that Mrs. Kalanquin's December 15, 1992 discovery was focused. [See Addendum A - PLAINTIFF'S SECOND SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS.] However, Mr. Jacobsen refused to answer the bulk of the solicitation of discovery and objected thereto, as indicated in his brief. Mrs. Kalanquin moved the Court to compel Mr. Jacobsen to answer. This was followed by Mr. Jacobsen's motion for dismissal.

At the Hearing of February 16, 1993, on the motion for dismissal the motion to compel was also considered. Judge Low clarified that he had not anticipated open ended answers when he gave his prior instructions, but that he had really meant to ask specific questions about specific properties. He realized he had miscommunicated as he apologetically stated: "maybe we didn't

communicate, and its probably my fault." [Page 11, Reporter's Transcript of Hearing of February 16, 1993.] Mrs. Kalanquin was then instructed to prepare new discovery in conformity with the new clarified instructions.

The Plaintiff's March 1, 1993 INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS First Amendment 03-08-93 [Addendum B] asked specific questions about 194 different parcels of property. Permuted, it may be that the number of possible questions is over 2,000 or 9,000. The brief of Mr. Jacobsen makes much of these numbers, as if to show that there is some magic number of questions which may not be exceeded lest it be abusive. The fact is that Mr. Jacobsen's holdings and dealings on real property and investment projects during the course of the marriage has been extremely extensive. The large number of questions in the discovery was dictated by the large number of property dealings.

The brief of Mr. Jacobsen numerous times characterizes Mrs. Kalanquin's discovery requests as "fishing expeditions". However, it is noteworthy that Mr. Jacobsen fails to provide this Court a copy of the discovery documents which he so vehemently demonizes. Perhaps that is because the Court would see that there are no horns, pitchforks, or pointy tails. Addendums A and B to this reply are made available for the Court to determine for itself. Mrs. Kalanquin had in her possession deeds, tax statements, and other records which clearly indicated that Mr. Jacobsen might have some interest in the numerous properties. To

characterize her efforts to discover as "fishing expeditions" is an injustice.

Mrs. Kalanquin did not ignore the direction by the Trial Court with respect to the limitations on discovery. The Court's finding that discovery was abused does not have a solid basis in fact. The discovery of March 1, 1993 did consist of specific questions about specific properties just as the court had directed. The fact that it may have been more voluminous than the court may have unexpressedly desired does not make it abusive. Discovery should have been compelled by the Court instead of being terminated.

DETAIL OF THE ARGUMENT ON CROSS APPEAL

1. The Trial Court's decision to refuse to award Mr. Jacobsen his attorney's fees and costs of court was proper and this Court should not award Mr. Jacobsen attorney's fees and costs for this appeal.

It must be noted up front that the Trial Court did not find there had been a violation of Rule 11 and it did not find the action was "without merit and not brought or asserted in good faith." Mr. Jacobsen's Cross-Appeal does not appeal the failure of the Trial Court to Find a Rule 11 violation nor does he appeal the Trial Court's failure to find that the action brought was without merit and not brought or asserted in good faith. Rather, Mr. Jacobsen appeals the Court's failure to impose sanctions of Attorney's fees. Therefore his cross-appeal is ill taken since a

finding of a Rule 11 violation or that the action brought was without merit and not brought or asserted in good faith is essential to have a claim for Attorney's fees. Notwithstanding this we will address the arguments he makes in his brief.

The arguments made by Mr. Jacobsen to establish a Rule 11 violation or that his claim should be granted under U.C.A. § 78-27-56 are insufficient. He points to the multitude of discovery questions and the thickness of the file. However, as discussed preceding, the extensive nature of Mr. Jacobsen's property holdings and dealings determined the voluminous nature of the case.

Mr. Jacobsen also argues that the fact that Mrs. Kalanquin planned at the time she signed the Stipulation that she was going to set it aside evidences her bad faith. However, as also discussed above, Mrs. Kalanquin entered into the agreement with good faith that she had kept and would keep her part of the bargain. She suspected however, that Mr. Jacobsen was deceiving her and therefore on this basis (Mr. Jacobsen's bad faith) she formed her plan to set it aside. She did not believe she had sufficient evidence at the time to dispute the proffered Stipulation and so entered into it with good faith that she was committing no fraud or deception as to the commitments she made therein.

Mr. Jacobsen's brief then cites the numerous instances where the Trial Court found that disclosure had occurred and that Mrs. Kalanquin had not met her burden of proof. This however again

begs the real issue in this case: what does "disclosure" really mean? If the term "disclosure" was properly defined, as argued in BRIEF OF THE PLAINTIFF-APPELLANT, then the argument of Mr. Jacobsen, that Mrs. Kalanquin had not met her burden of proof and that her case was not grounded in fact, falls apart.

In Mr. Jacobsen's brief the case *Taylor v. Estate of Taylor*, 770 P.2d 163, 172 (Utah App. 1981) is cited to establish that the question of what amounts to a violation of Rule 11 is a question of law. The *Taylor* case contrasts distinctly from the instant case. In *Taylor* the attorney had submitted with a complaint a document purporting to be a will which had only one signature on it. Since the document was patently invalid as a will and the Attorney had failed to conduct the appropriate simple inquiry which would have revealed this deficiency his signature on the complaint constituted a violation of Rule 11. The Trial Court had found a Rule 11 violation and had awarded fees. Absent a clear error in the Trial Court's determination the Appellate Court upheld the decision.

In the instant case, on the other hand, a claim of Rule 11 violation is made with a string of arguably irrelevant fact situations held together tenuously by vague arguments that somehow these establish the violation. It is not clear as it was in *Taylor*. Also, in this case the Trial Court found no violation of Rule 11. The argument presented by Mr. Jacobsen is at a loss to show clearly wherein the Trial Court erred. Absent this showing the decision must be upheld.

Assuming *arguendo* that the Trial Court had found a Rule 11 violation, it is still purely within the Trial Court's discretion to determine the appropriate sanction. *Taylor*, at 171, establishes the broad discretion vested in the Trial Court by stating:

[W]e will affirm the particular sanction imposed by the trial court, including the reasonableness of any fee award, absent an abuse of discretion. ... We are mindful that Rule 11 gives trial courts great leeway to tailor the sanction to fit the requirements of the particular case.

Even if this Court were to determine that a Rule 11 violation had occurred it would still be necessary to remand to the Trial Court for a determination of the appropriate sanction. Mr. Jacobsen's claims to Attorney's fees would be for the Trial Court to consider. His claims are simply misplaced in this appeal.

Both Utah Rules of Civil Procedure, Rule 11, and Utah Rules of Appellate Procedure, Rule 33, require that a party's action be grounded in fact, warranted by existing law, or based on a good faith argument to extend, modify, or reverse existing law and that such action is not interposed for an improper purpose such as to harass, delay, or needlessly increase litigation costs. The position of Mrs. Kalanquin as set forth in her brief is that the current state of the law establishes how the term "disclosure" should have been interpreted by the Trial Court in the context of the dealings between the parties.

Although Mrs. Kalanquin's brief argues vigorously that her position is in fact the state of the law, it must be pointed out that the law does not require that an attorney be correct in

order to be exempt from a Rule 11 violation. "It is enough that the attorney's reading of the law is a reasonable one." *Barnard v. Sutliff*, No. 900241 (Utah 1992). The Court more recently stated that if the attorney's "reading of the law as it existed when he commenced his action was at least plausible ... sanctions under rule 11 are not warranted." *Barnard v. Utah State Bar*, 910390, 910483 (Utah 1993). We argue that Mrs. Kalanquin's position is at very least plausible and that the noted opinions apply to Rule 33 as well as Rule 11.

CONCLUSION

The critical issue on appeal is the meaning of the term "disclosure" as used by the parties in the course of their dealings and as interpreted by the Trial Court. This is fully discussed in the brief of Mrs. Kalanquin. Mr. Jacobsen's brief fails to address the critical issue in this case. The other issues which Mr. Jacobsen attempts to raise in his brief are simply smoke. As stated by Mr. Jacobsen's Attorney at the November 12, 1992 Hearing on his Motion To Dismiss: "Judge, I think to properly look at this, we need to cut through all the smoke." [Page 6, Reporter's Transcript of Hearing, November 12, 1992.]


With tongue in cheek it has been stated with humorous intent that the rule for successful practice of law is to first argue the law, and if the law is not on your side argue facts, and if the facts are not on your side confuse. We are confident the

Court is not confused. In the brief of Mrs. Kalanquin the law is argued. In this reply to Mr. Jacobsen's brief we reassert that the argument should properly center on the legal issue raised in Mrs. Kalanquin's brief. The factual arguments in Mr. Jacobsen's brief have no meaning until the legal issue of what the burden should have been for Mrs. Kalanquin is resolved. Even then, the factual issues are for the Trial Court to decide after it has been instructed in the law by this Court and Mrs. Kalanquin has had opportunity in a fair way to shoulder her burden.

The Trial Court properly refused Mr. Jacobsen's request for attorney's fees since Rule 11 has not been violated. This Court should properly refuse to award Mr. Jacobsen attorney's fees for this appeal since Mrs. Kalanquin has not violated Rule 33.

Respectfully submitted this 29th Day of July, 1994.



MICHAEL W. ISBELL


RAYMOND N. MALOUF

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of July, 1994, two (2) true and correct copies of the foregoing, REPLY OF THE PLAINTIFF-APPELLANT TO BRIEF OF APPELLEE SHIRLEY JACOBSEN, was mailed postage prepaid to the following:

Thomas L. Willmore
Attorney at Law
P.O. Box 525
Logan, Utah 84321



~~Secretary~~
Attorney

Addendum A

Raymond N. Malouf (#2067) c:kalaint2.rmp
MALOUF LAW OFFICES
Attorneys for Plaintiff
150 East 200 North, Suite D
Logan, Utah 84321
Telephone: 752-9380

IN THE FIRST DISTRICT COURT FOR CACHE COUNTY

STATE OF UTAH

JOYCE K. JACOBSEN (KALANQUIN)	)	PLAINTIFF'S SECOND
Plaintiff,	)	INTERROGATORIES AND
	)	REQUESTS FOR
	)	PRODUCTION OF DOCUMENTS,
vs.	)	DECEMBER, 1992.
)	
SHIRLEY F. JACOBSEN,	)	Civil No. 25033
Defendant,	)	Judge: Gordon J. Low

TO SHIRLEY F. JACOBSEN AND HIS ATTORNEY THOMAS L. WILLMORE:

Joyce K. Jacobsen, by and through her attorney, Raymond N. Malouf, requests that Shirley F. Jacobsen answer under oath in accordance with Rules 33-37, Utah Rules of Civil Procedure, the following Interrogatories and Requests for Production of Documents within 30 days as required. The interrogatories and requests are continuing in nature, and supplemental responses must be made as soon as information becomes available.

INTERROGATORIES

You are required to answer the following under oath:

INTERROGATORY NO. 1: For the time period of 23 July 1986 through 17 September 1987 ("this period of time") did you own any real property?

INTERROGATORY NO. 2: For this period of time did you otherwise have an interest in any real property? This includes all direct or indirect ownership, income rights, equitable rights, proceeds, contracts, and etc. having to do with any real property or originating from the sale of real property owned before or during this period of time.

INTERROGATORY NO 3: For this period of time did you or any relative (son, daughter-in-law, grandchild, trust, limited partnership) receive sales, rental or lease income from any real property?

INTERROGATORY NO 4: If answers to Interrogatories Nos. 1 2, or 3 are affirmative, please state the following for each piece of real property:

- a. List each lot, parcel of land, or income property separately by common name, common address, legal description, parcel no., tax identification number, and any other form of identification;
- b. State your interest in the property;
- c. The market value, sale price, exchange value, gift value and ownership status of each property;
- d. The monthly or yearly income received from each property, plus the date and initial contract price and balance due where applicable; and
- e. The date of acquisition and price paid.

INTERROGATORY NO 5: How much was your Western Executive Suites management fee income during this period of time?

INTERROGATORY NO 6: Did you receive any other income during this period of time? If answered affirmatively, please identify the income and the amount received during this period of time.

INTERROGATORY NO 7: How much income did you receive from your Social Security benefits paid to you during this period of time?

INTERROGATORY NO 8: Did you carry land sale contracts during this period of time?

INTERROGATORY NO 9: If the answer to Interrogatory No. 8 was in the affirmative, please state the following for each land sale contract:

- a. List each land sale contract separately by location;
- b. List the income received from each of these land sale contracts; and
- c. List your total land sales income during this period of time.

INTERROGATORY NO 10: List all other properties or accounts receivable assets during this period of time.

REQUEST FOR PRODUCTION OF DOCUMENTS

Please furnish the originals for inspection and make available legible copies of each of the following documents on or before the thirtieth day after the date entered in the Certificate of Service hereafter, at the office of Plaintiff's counsel:

REQUEST NO. 1: All Federal Income Tax Returns for this period of time, plus 1985 for both yourself and the informational return for the S.F. Jacobsen Family Limited Partnership.

REQUEST NO. 2: All personal and S.F. Jacobsen Family Limited Partnership financial statements for this period of time, plus 1985.

REQUEST NO. 3: All Social Security Benefit statements, Form 4926SM, for this period of time, plus 1985.

REQUEST NO. 4: All Property Tax Notices to you, any relative or any partner for this period of time, plus 1985.

REQUEST NO. 5: All bank statements and check registers for you and for the S.F. Jacobsen Family Limited Partnership.

REQUEST NO. 6: All S.F. Jacobsen Land Development bank statements and check registers for this period of time, plus 1985.

REQUEST NO. 7: All S.F. Jacobsen Land Development bank deposits for this period of time, plus 1985.

REQUEST NO. 8: All S.F. Jacobsen personal bank account statements, and check registers for this period of time, plus 1985.

REQUEST NO. 9: All S.F. Jacobsen personal bank account deposits for this period of time, plus 1985.

REQUEST NO. 10: All contracts for land sales made or partly paid within this period of time, plus 1985.

REQUEST NO. 11: All accounting and closing statements respecting land sales closed by Security Title Company in Farmington, Utah for 10 years ending 17 September 1987.

REQUEST NO. 12: All accounting and closing statements respecting land sales closed by other title companies, real estate offices, banks, or persons, for 10 years ending 17 September 1987.

REQUEST NO. 13: All King Clarion Hills subdivision land contracts sold to Gordon Gurr and/or Security Title Company in Farmington, Utah for 10 years, ending 17 September 1987.

REQUEST NO. 14: All Power of Attorney agreements or documents that could have been operative during the ten years ending 17 September 1987.

REQUEST NO. 15: All Bonanza Development Company bank statements, and check registers for this period of time, plus 1985.

REQUEST NO. 16: All Bonanza Development Company deposits for this period of time, plus 1985.

REQUEST NO. 17: All Partnership Agreements with R. Lynn Toolson, et al. for Meadow Village Development Company for all periods of time.

REQUEST NO. 18: All sales or exchange documents for Meadow Village Development Company for all periods of time.

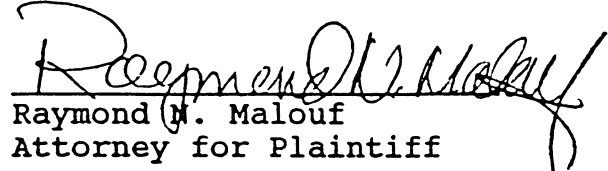
REQUEST NO. 19: King Clarion Hills subdivision "lot sales summary" referred to in Gary D. Jones', C.P.A., Speed Memo dated 2 November 1992, and made Exhibit A in the 12 November 1992 court hearing, paragraph 3.

REQUEST NO. 20: All King Clarion Hills subdivision properties that were "liquidated after the divorce" and referred to in Gary D. Jones', C.P.A., Speed Memo dated 2 November 1992, and made Exhibit A in the 12 November 1992 court hearing, paragraph 4.

REQUEST NO. 21: King Clarion Hills subdivision Partnership
Liquidation Agreement.

REQUEST NO. 22: Bridlewood Hills subdivision Partnership
Agreement.

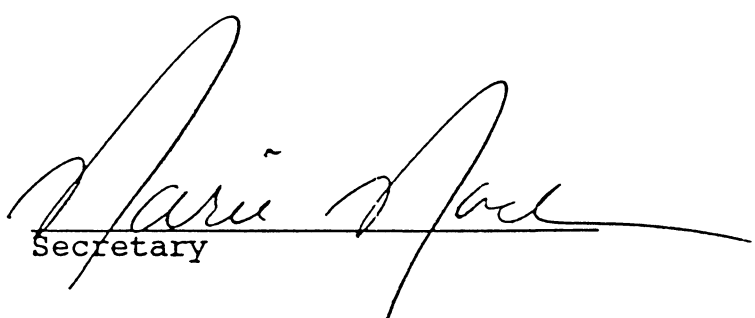
DATED this 14 day of December , 1992.


Raymond M. Malouf
Attorney for Plaintiff

CERTIFICATE OF MAILING

I hereby certify that on the 14th day of December , 1992, a true and correct copy of the foregoing Plaintiff's Second Interrogatories and Requests for Production of Documents, December 1992, was mailed postage prepaid to the following:

Thomas L. Willmore, Esq.
Olson & Hoggan, P.C.
56 West Center
P.O. Box 525
Logan, Utah 84321


Secretary

Raymond N. Malouf (#2067) c:kalaint2.rmp
MALOUF LAW OFFICES
Attorneys for Plaintiff
150 East 200 North, Suite D
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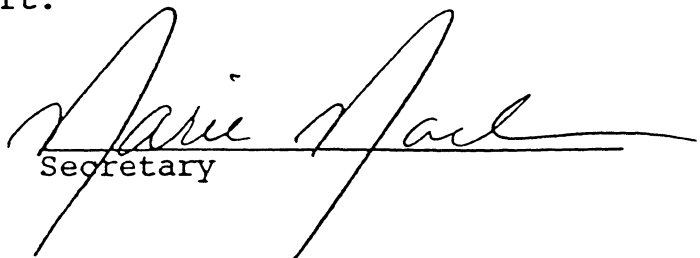
IN THE FIRST DISTRICT COURT FOR CACHE COUNTY

STATE OF UTAH

JOYCE K. JACOBSEN (KALANQUIN))	
Plaintiff,	)	CERTIFICATE OF SERVICE
)	
)	
vs.)	
)	
SHIRLEY F. JACOBSEN,)	
Defendant,	)	Civil No. 25033

CERTIFICATE OF SERVICE

I hereby certify that on the 14 day of December, 1992, I mailed a true and correct copy of the Plaintiff's Second Interrogatories and Requests for Production of Documents, December 1992, and a copy of this Certificate of Service, regarding Civil No. 25033, by mailing the same to Thomas L. Willmore, Esq., at Olson & Hoggan, P.C., 56 West Center, P.O. Box 525, Logan, Utah 84321. And further, that Raymond N. Malouf, attorney for Joyce K. Jacobsen Kalanquin, has retained the original which will be available upon request of the Court.


Secretary

Addendum B

Raymond N. Malouf (#2067) c:marchint.rmp
MALOUF LAW OFFICES
Attorneys for Plaintiff
150 East 200 North, Suite D
Logan, Utah 84321
Telephone: 752-9380

IN THE FIRST DISTRICT COURT FOR CACHE COUNTY

STATE OF UTAH

JOYCE K. JACOBSEN (KALANQUIN)	)	Plaintiff'S MARCH 1, 1993
Plaintiff,	)	INTERROGATORIES AND REQUEST
	)	FOR PRODUCTION OF DOCUMENTS
	)	First Amendment 03-08-93
vs.)	
)	
SHIRLEY F. JACOBSEN,	)	Civil No. 25033
Defendant,	)	Judge: Gordon J. Low

TO SHIRLEY F. JACOBSEN AND HIS ATTORNEY THOMAS L. WILLMORE:

Joyce K. Jacobsen, by and through her attorney, Raymond N. Malouf, requests that Shirley F. Jacobsen answer under oath in accordance with Rules 33-37, Utah Rules of Civil Procedure, the following Interrogatories and Requests for Production of Documents, First Amendment (03-08-93) by a reasonable date after March 10, 1993. The interrogatories and requests are continuing in nature, and supplemental responses must be made as soon as information is known.

INTERROGATORIES

You are required to answer the following under oath:

UNDISCLOSED PROPERTIES

INTERROGATORY NO. 1: For the time period between when the Divorce Petition was filed, 23 July 1986, and when the divorce was granted, 17 September 1987, please furnish all the requested information for each of the following undisclosed properties. The properties are listed hereafter, beginning with number one. For each property, answer the following questions:

- (A) What was the property?
- (B) What was your interest in the property?
- (C) When was the property, or interest in the property, owned?
- (D) Was this property one of the 24 marital undisclosed real properties which were purchased, divided, developed, homes constructed, and, mostly sold for \$1,936,256.00, during the course of the marriage?
- (E) When was the property or interest sold?
- (F) What was the price when sold?
- (G) If not sold, what was the market value?
- (H) Was this property or interest disclosed to Plaintiff by the Defendant at any time during this time period?
- (I) If answer to (H) above is in the affirmative, state when and in which Defendant document(s) the property or interest was disclosed to Plaintiff.
- (J) Was this property or interest made a part of the equitable division of property and assets in the Stipulation and Order dated 8-27-87 and 8-28-87?

(K) If the answer to (J) is affirmative, state the exact paragraph of the Stipulation and the Order in which the value of the property is considered.

The foregoing questions (A through K) should be answered for each of the following properties:

1. Improved Lot 2, Block 10, in Weston City, Franklin County, Idaho.
2. Commercial Lot, BONANZA DEVELOPMENT COMPANY, Cache County, Utah.
3. 2.54 acres, CHERRY CREEK, Cache County, Utah.
4. Lot 1, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
5. Lot 2, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
6. Lot 3, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
7. Lot 4, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
8. Lot 5, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
9. Lot 19, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
10. Lot 20, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
11. Lot 21, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
12. Lot 22, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
13. Lot 24, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
14. Lot 30, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
15. North strip of land, 1 foot wide, 0.01 acre, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
16. Lot 31, Unit 1, GRAND VIEW HILLS, Cache County, Utah.

17. Parcel of land, south of Lot 31, Unit 1, Cache County, Utah.
18. Lot 32, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
19. Parcel of land, south of Lot 32, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
20. Lot 33, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
21. Parcel of land, south of Lot 33, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
22. Parcel of land, south of Lot 34, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
23. Parcel of land, next south of Lot 34, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
24. Lot 1, Unit 2, GRAND VIEW HILLS, Cache County, Utah.
25. Lot 2, Unit 2, GRAND VIEW HILLS, Cache County, Utah.
26. Lot 3, Unit 2, GRAND VIEW HILLS, Cache County, Utah.
27. Lot 5, Unit 2, GRAND VIEW HILLS, Cache County, Utah.
28. South strip of land, 2 feet wide, 0.02 acres, Unit 2, GRAND VIEW HILLS, Cache County, Utah.
29. Lot 4 West, west of Lot 4, Unit 2, GRAND VIEW HILLS, Cache County, Utah.
30. Lot 5 West, west of Lot 5, Unit 2, GRAND VIEW HILLS, Cache County, Utah.
31. 19.2 acres, south and west of Unit 2, GRAND VIEW HILLS, Cache County, Utah.
32. 16.97 acres, west of the 19.2 acres south and west of Unit 2, GRAND VIEW HILLS, Cache County, Utah.

33. 4.0 acres, west of the above 16.97 acres, Cache County, Utah.
34. .38 acres, surrounded on three sides of above 16.97 acres, Cache County, Utah.
35. 10.43 acres, associated with GRAND VIEW HILLS original land purchases in Cache County, Utah.
36. 3.76 acres, associated with GRAND VIEW HILLS original land purchases in Cache County, Utah.
37. 4.06 acres, associated with GRAND VIEW HILLS original land purchases in Cache County, Utah.
38. 3.46 acres, associated with GRAND VIEW HILLS original land purchases in Cache County, Utah.
39. Lot 5, KNOWLES SUBDIVISION, Logan, Cache County, Utah.
40. Unit 29, MEADOW VILLAGE, Logan, Cache County, Utah.
41. Unit 30, MEADOW VILLAGE, Logan, Cache County, Utah.
42. Unit 31, MEADOW VILLAGE, Logan, Cache County, Utah.
43. Unit 32, MEADOW VILLAGE, Logan, Cache County, Utah.
44. Unit at 285 West 600 North, Logan, Tax #07-138-0033, MEADOW VILLAGE, Logan, Cache County, Utah.
45. Common area, described as Tax #07-138-0033, in MEADOW VILLAGE, Logan, Cache County, Utah.
46. 0.31 acres, Tax #05-065-0010, in Extension #1 Amendment of the VAL-VIEW SUBDIVISION, Logan, Cache County, Utah.
47. 0.09 acres, Tax #07-096-0009, in Extension #2 of the VAL-VIEW SUBDIVISION, Logan, Cache County, Utah.

48. Lot 1301, KING CLARION HILLS SUBDIVISION NO. 13, Davis County, Utah.
49. Lot 1310, KING CLARION HILLS SUBDIVISION NO. 13, Davis County, Utah.
50. Lot 1311, or numbered Lot 1, KING CLARION HILLS SUBDIVISION NO. 13, or NO. 14, Davis County, Utah.
51. Lot 1308, KING CLARION HILLS SUBDIVISION NO. 13, Davis County, Utah.
52. 3.14 acres, KING CLARION HILLS SUBDIVISION NO. 14, Davis County, Utah.
53. .033 acres, Tax No. 11-039-0015, KING CLARION HILLS, Davis County, Utah.
54. .035 acres, Tax No. 11-041-0007, KING CLARION HILLS, Davis County, Utah.
55. .085 acres, Tax No. 11-049-1310, KING CLARION HILLS, Davis County, Utah.
56. Parcel of land, 11-040-0035, Ref. #252664, KING CLARION HILLS, Davis County, Utah.
57. Parcel of land, 11-040-0044, Ref. #306760, KING CLARION HILLS, Davis County, Utah.
58. Parcel of land, 11-040-0053, Ref. #96738, KING CLARION HILLS, Davis County, Utah.
59. Lot 1003, KING CLARION HILLS SUBDIVISION NO. 10, Davis County, Utah.
60. Lot 1019, KING CLARION HILLS SUBDIVISION NO. 10, Davis County, Utah.

61. Lot 1106, KING CLARION HILLS SUBDIVISION NO. 11, Davis County, Utah.
62. Lot 1107, KING CLARION HILLS SUBDIVISION NO. 11, Davis County, Utah.
63. Lot 1201, KING CLARION HILLS SUBDIVISION NO. 12, Davis County, Utah.
64. Lot 1202, KING CLARION HILLS SUBDIVISION NO. 12, Davis County, Utah.
65. Lot 1205, KING CLARION HILLS SUBDIVISION NO. 12, Davis County, Utah.
66. Lot 1206, KING CLARION HILLS SUBDIVISION NO. 12, Davis County, Utah.
67. Lot 1207, KING CLARION HILLS SUBDIVISION NO. 12, Davis County, Utah.
68. Lot 1208, KING CLARION HILLS SUBDIVISION NO. 12, Davis County, Utah.
69. through 91. (23 Lots) KING CLARION HILLS SUBDIVISION NO. 14, Davis County, Utah.
92. through 150. Lots No. 1 through No. 59, as if separately set out, all in ABEL ACRES SUBDIVISION, Kane County, Utah.
151. Lot 22, Block B, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
152. Lot 34, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.

- 153. Lot 11, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
- 154. Lot 1, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
- 155. Lot 25, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
- 156. Lot 26, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
- 157. Lot 28, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
- 158. Lot 29, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
- 159. Lot 30, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
- 160. Lot 31, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
- 161. Lot 32, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
- 162. Lot 33, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
- 163. Lot 35, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
- 164. Lot 18, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
- 165. Lot 8, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.

166. Lot 9, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
167. Lot 1, Block A, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
168. Lot 5, Block A, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
169. Lot 6, Block A, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
170. Lot 7, Block A, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
171. Lot 12, Block C, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
172. Lot 22, Block C, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
173. 8.64 acres, 3-1E-2-1A, along Highway, 665 feet north 504 feet to beginning, Kane County, Utah.
174. 26.26 acres, 3-1E-2-1A, 0059074, Kane County, Utah.
175. Lot 31, 11.17 acres, NORTH ACRES SUBDIVISION, Kane County, Utah.
176. Lot 35, 7.24 acres, NORTH ACRES SUBDIVISION, Kane County, Utah.
177. Lot 28, 9.76 acres, NORTH ACRES SUBDIVISION, Kane County, Utah.
178. Lot 29, 13.13 acres, NORTH ACRES SUBDIVISION, Kane County, Utah.

179. Lot 30, 9.01 acres, NORTH ACRES SUBDIVISION, Kane County, Utah.
180. Lot 32, 5.68 acres, NORTH ACRES SUBDIVISION, Kane County, Utah.
181. Lot 33, 1.75 acres, NORTH ACRES SUBDIVISION, Kane County, Utah.
182. Lot 34, 4.80 acres, NORTH ACRES SUBDIVISION, Kane County, Utah.
183. Lot 25, 21.67 acres, NORTH ACRES SUBDIVISION, Kane County, Utah.
184. Lot 7, 2.27 acres, NORTH ACRES SUBDIVISION, Kane County, Utah.
185. Lot 2, 12.93 acres, WEST ACRES SUBDIVISION, Kane County, Utah.
186. Lot 3, 16.25 acres, WEST ACRES SUBDIVISION, Kane County, Utah.
187. Lot 4, 24.26 acres, WEST ACRES SUBDIVISION, Kane County, Utah.
188. Lot 5, 5.33 acres, WEST ACRES SUBDIVISION, Kane County, Utah.
189. Lot 6, 1.26 acres, WEST ACRES SUBDIVISION, Kane County, Utah.
190. Lot 8, 4.10 acres, WEST ACRES SUBDIVISION, Kane County, Utah.
191. Lot 9, 3.77 acres, WEST ACRES SUBDIVISION, Kane County, Utah.

192. Lot 10, 1.93 acres, WEST ACRES SUBDIVISION, Kane County, Utah.

193. Lot 12, .87 acres, WEST ACRES SUBDIVISION, Kane County, Utah.

194. Lot 13, 4.52 acres, WEST ACRES SUBDIVISION, Kane County, Utah.

ASSETS

ACCOUNTS RECEIVABLE

INTERROGATORY NO. 2: For the period of time between filing the Divorce Petition, 23 July 1986, and when the divorce was granted, 17 September 1987, please furnish all the requested information for each of the accounts receivable referred to by the following list of assets. The accounts receivable assets are listed hereafter, beginning with number one. For each asset, answer the following questions:

- (A) What was the asset?
- (B) What was your interest in the asset?
- (C) When was the asset that created the account receivable owned?
- (D) Was this asset, that created this account receivable, one of the 24 marital undisclosed real properties which were purchased, divided, developed, homes constructed, and, mostly sold for \$1,936,256.00, during the course of the marriage?

- (E) When was this asset, that created the account receivable, sold?
- (F) Did Plaintiff sign the deed as grantor?
- (G) If answer to above, F, is negative, explain fully why not?
- (H) What was the sale price of this asset that created the account receivable?
- (I) What was the cash down payment for the sale of this asset?
- (J) Who received the down payment?
- (K) When was the account receivable respecting this asset created?
- (L) What was the value of this account receivable when it was created?
- (M) Who received all the payments besides the down payment?
- (N) What was the pay-off status as of July 23, 1986?
- (O) What was the pay-off status as of September 17, 1987?
- (P) Was this account receivable sold or transferred?
- (Q) If the above question (P) is affirmative, who purchased or received the account receivable; and
- (R) What was the date the account receivable was transferred or purchased; and
- (S) What was the price; and
- (T) What percent discount does this purchase price represent from the face value of the account receivable; and

(U) How and when were you paid for this sale of the account receivable; and

(V) Who received this payment, or payments?

The foregoing questions (A through V) should be answered for each of the following accounts receivable:

1. Land Contract Sale, 320 acres, PYRAMID INVESTMENT COMPANY, Pinal County, Arizona.
2. Land Contract Sale, 320 acres, PYRAMID INVESTMENT COMPANY, Pinal County, Arizona.
3. Rental Income from the rents of WESTERN EXECUTIVE SUITES, BONANZA DEVELOPMENT COMPANY, Logan, Cache County, Utah.
4. Rental Income from LOGAN MINIATURE GOLF, BONANZA DEVELOPMENT COMPANY, Logan, Cache County, Utah.
5. Rental Income from STOKES OXYGEN TANK STORAGE, BONANZA DEVELOPMENT COMPANY, Logan, Cache County, Utah.
6. Management Fees on rental property owned by BONANZA DEVELOPMENT COMPANY, Logan, Cache County, Utah.
7. Proprietorship Draws on BONANZA DEVELOPMENT COMPANY INVESTMENTS.
8. Management Fees on Sales, BRIDLEWOOD HILLS, Cache County, Utah.
9. Management Fees on Development, BRIDLEWOOD HILLS, Cache County, Utah.
10. Lot Sale, Unit 1, Lot 1, BRIDLEWOOD HILLS, Cache County, Utah.

11. Lot Sale, Unit 1, Lot 2, BRIDLEWOOD HILLS, Cache County, Utah.
12. Lot Sale, Unit 1, Lot 3, BRIDLEWOOD HILLS, Cache County, Utah.
13. Lot Sale, Unit 1, Lot 4, BRIDLEWOOD HILLS, Cache County, Utah.
14. Lot Sale, Unit 1, Lot 5, BRIDLEWOOD HILLS, Cache County, Utah.
15. Lot Sale, Unit 1, Lot 6, BRIDLEWOOD HILLS, Cache County, Utah.
16. Lot Sale, Unit 1, Lot 7, BRIDLEWOOD HILLS, Cache County, Utah.
17. Land Parcel Sale, Unit 2, 3.90 acres, BRIDLEWOOD HILLS, Cache County, Utah.
18. Land Parcel Sale, 2.0 acres, BRIDLEWOOD HILLS, Cache County, Utah.
19. GRAVEL SALES, BRIDLEWOOD HILLS, Cache County, Utah.
20. Land Parcel Sale, 3.0 acres, CHERRY CREEK, Cache County, Utah.
21. Lot Sale, Unit 1, Lot 24, GRAND VIEW HILLS, Cache County, Utah.
22. Lot Sale, Unit 1, Lot 30, GRAND VIEW HILLS, Cache County, Utah.
23. Lot Sale, Unit 1, Lot 31, GRAND VIEW HILLS, Cache County, Utah.

24. Lot Sale, Unit 1, Lot 31 South Parcel, GRAND VIEW HILLS, Cache County, Utah.
25. Lot Sale, Unit 1, Lot 32, GRAND VIEW HILLS, Cache County, Utah.
26. Lot Sale, Unit 1, Lot 32 South Parcel, GRAND VIEW HILLS, Cache County, Utah.
27. Lot Sale, Unit 1, Lot 33 GRAND VIEW HILLS, Cache County, Utah.
28. Lot Sale, Unit 1, Lot 33 South Parcel, GRAND VIEW HILLS, Cache County, Utah.
29. Lot Sale, Unit 1, Lot 34 South Parcel, GRAND VIEW HILLS, Cache County, Utah.
30. Lot Sale, Unit 1, Lot 34 next South Parcel, GRAND VIEW HILLS, Cache County, Utah.
31. Lot Sale, Unit 2, Lot 1, GRAND VIEW HILLS, Cache County, Utah.
32. Lot Sale, Unit 2, Lot 2, GRAND VIEW HILLS, Cache County, Utah.
33. Lot Sale, Unit 2, Lot 3, GRAND VIEW HILLS, Cache County, Utah.
34. Lot Sale, Unit 2, Lot 4, GRAND VIEW HILLS, Cache County, Utah.
35. Lot Sale, Unit 2, Lot 5, GRAND VIEW HILLS, Cache County, Utah.
36. Lot Sale, Lot 4 West, west of Unit 2, GRAND VIEW HILLS, Cache County, Utah.

37. Lot Sale, Lot 5 West, west of Unit 2, GRAND VIEW HILLS, Cache County, Utah.
38. Land Parcel Sale, 19.2 acres, south and west of Unit 2, GRAND VIEW HILLS, Cache County, Utah.
39. Land Parcel Sale, 16.97 acres, west of the 19.2 acres which is south and west of Unit 2, GRAND VIEW HILLS, Cache County, Utah.
40. Land Parcel Sale, 4.0 acres, west of the above 16.97 acres which is west of the 19.2 acres which is south and west of Unit 2, GRAND VIEW HILLS, Cache County, Utah.
41. Land Parcel Sale, .38 acres, also west of the 16.97 acres which is west of the 19.2 acres which is south and west of Unit 2, GRAND VIEW HILLS, Cache County, Utah.
42. Lot Sale, Lot 5, KNOWLES SUBDIVISION, Logan, Cache County, Utah.
43. Rental Income for Unit 17, MEADOW VILLAGE, Cache County, Utah.
44. Rental Income for Unit 29, MEADOW VILLAGE, Cache County, Utah.
45. Rental Income for Unit 30, MEADOW VILLAGE, Cache County, Utah.
46. Rental Income for Unit 31, MEADOW VILLAGE, Cache County, Utah.
47. Rental Income for Unit 32, MEADOW VILLAGE, Cache County, Utah.

48. Rental Income from a Unit, c/o Denise Hunt, MEADOW VILLAGE, Logan, Cache County, Utah.
49. Lot Sale Contract, Lot 537, KING CLARION HILLS SUBDIVISION NO. 5, Davis County, Utah.
50. Lot Sale Contract, Lot 540, KING CLARION HILLS SUBDIVISION NO. 5, Davis County, Utah.
51. Lot Sale Contract, Lot 541, KING CLARION HILLS SUBDIVISION NO. 5, Davis County, Utah.
52. Lot Sale Contract, Lot 542, KING CLARION HILLS SUBDIVISION NO. 5, Davis County, Utah.
53. Lot Sale Contract, Lot 543, KING CLARION HILLS SUBDIVISION NO. 5, Davis County, Utah.
54. Lot Sale Contract, Lot 817, KING CLARION HILLS SUBDIVISION NO. 8, Davis County, Utah.
55. Lot Sale Contract, Lot 1001, KING CLARION HILLS SUBDIVISION NO. 10, Davis County, Utah.
56. Lot Sale Contract, Lot 1004, KING CLARION HILLS SUBDIVISION NO. 10, Davis County, Utah.
57. Lot Sale Contract, Lot 1006, KING CLARION HILLS SUBDIVISION NO. 10, Davis County, Utah.
58. Lot Sale Contract, Lot 1007, KING CLARION HILLS SUBDIVISION NO. 10, Davis County, Utah.
59. Lot Sale Contract, Lot 1011, KING CLARION HILLS SUBDIVISION NO. 10, Davis County, Utah.
60. Lot Sale Contract, Lot 1010, KING CLARION HILLS SUBDIVISION NO. 10, Davis County, Utah.

61. Lot Sale Contract, Lot 1020, KING CLARION HILLS
SUBDIVISION NO. 10, Davis County, Utah.
62. Lot Sale Contract, Lot 1021, KING CLARION HILLS
SUBDIVISION NO. 10, Davis County, Utah.
63. Lot Sale Contract, Lot 1022, KING CLARION HILLS
SUBDIVISION NO. 10, Davis County, Utah.
64. Lot Sale Contract, Lot 1023, KING CLARION HILLS
SUBDIVISION NO. 10, Davis County, Utah.
65. Lot Sale Contract, Lot 1008, KING CLARION HILLS
SUBDIVISION NO. 10, Davis County, Utah.
66. Lot Sale Contract, Lot 1014, KING CLARION HILLS
SUBDIVISION NO. 10, Davis County, Utah.
67. Lot Sale Contract, Lot 1016, KING CLARION HILLS
SUBDIVISION NO. 10, Davis County, Utah.
68. Lot Sale Contract, Lot 1102, KING CLARION HILLS
SUBDIVISION NO. 11, Davis County, Utah.
69. Lot Sale Contract, Lot 1110, KING CLARION HILLS
SUBDIVISION NO. 11, Davis County, Utah.
70. Lot Sale Contract, Lot 1111, KING CLARION HILLS
SUBDIVISION NO. 11, Davis County, Utah.
71. Lot Sale Contract, Lot 1112, KING CLARION HILLS
SUBDIVISION NO. 11, Davis County, Utah.
72. Lot Sale Contract, Lot 1103, KING CLARION HILLS
SUBDIVISION NO. 11, Davis County, Utah.
73. Lot Sale Contract, Lot 1106, KING CLARION HILLS
SUBDIVISION NO. 11, Davis County, Utah.

74. Lot Sale Contract, Lot 1201, KING CLARION HILLS
SUBDIVISION NO. 12, Davis County, Utah.
75. Lot Sale Contract, Lot 1204, KING CLARION HILLS
SUBDIVISION NO. 12, Davis County, Utah.
76. Lot Sale Contract, Lot 1205, KING CLARION HILLS
SUBDIVISION NO. 12, Davis County, Utah.
77. Lot Sale Contract, Lot 1207, KING CLARION HILLS
SUBDIVISION NO. 12, Davis County, Utah.
78. Lot Sale Contract, Lot 1208, KING CLARION HILLS
SUBDIVISION NO. 12, Davis County, Utah.
79. through 137. Lot Sale Contracts, Lots No. 1 through No.
59, as if separately set out, all in ABEL ACRES
SUBDIVISION, Kane County, Utah.
138. Lot Sale Contract, Lot 22, Block B, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
139. Lot Sale Contract, Lot 1, Block D, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
140. Lot Sale Contract, Lot 8, Block D, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
141. Lot Sale Contract, Lot 9, Block D, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
142. Lot Sale Contract, Lot 11, Block D, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
143. Lot Sale Contract, Lot 18, Block D, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.

144. Lot Sale Contract, Lot 25, Block D, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
145. Lot Sale Contract, Lot 26, Block D, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
146. Lot Sale Contract, Lot 28, Block D, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
147. Lot Sale Contract, Lot 29, Block D, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
148. Lot Sale Contract, Lot 32, Block D, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
149. Lot Sale Contract, Lot 33, Block D, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
150. Lot Sale Contract, Lot 34, Block D, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
151. Lot Sale Contract, Lot 35, Block D, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
152. Lot Sale Contract, Lot 1, Block A, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
153. Lot Sale Contract, Lot 5, Block A, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
154. Lot Sale Contract, Lot 6, Block A, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
155. Lot Sale Contract, Lot 7, Block A, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.
156. Lot Sale Contract, Lot 12, Block C, NAVAJO HILLS
SUBDIVISION, Kane County, Utah.

157. Lot Sale Contract, Lot 22, Block C, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
158. Lot Sale Contract, Lot 7, NORTH ACRES SUBDIVISION, Kane County, Utah.
159. Lot Sale Contract, Lot 25, NORTH ACRES SUBDIVISION, Kane County, Utah.
160. Lot Sale Contract, Lot 28, NORTH ACRES SUBDIVISION, Kane County, Utah.
161. Lot Sale Contract, Lot 29, NORTH ACRES SUBDIVISION, Kane County, Utah.
162. Lot Sale Contract, Lot 30, NORTH ACRES SUBDIVISION, Kane County, Utah.
163. Lot Sale Contract, Lot 32, NORTH ACRES SUBDIVISION, Kane County, Utah.
164. Lot Sale Contract, Lot 33, NORTH ACRES SUBDIVISION, Kane County, Utah.
165. Lot Sale Contract, Lot 34, NORTH ACRES SUBDIVISION, Kane County, Utah.
166. Lot Sale Contract, Lot 2, WEST ACRES SUBDIVISION, Kane County, Utah.
167. Lot Sale Contract, Lot 3, WEST ACRES SUBDIVISION, Kane County, Utah.
168. Lot Sale Contract, Lot 4, WEST ACRES SUBDIVISION, Kane County, Utah.
169. Lot Sale Contract, Lot 5, WEST ACRES SUBDIVISION, Kane County, Utah.

170. Lot Sale Contract, Lot 6, WEST ACRES SUBDIVISION, Kane County, Utah.
171. Lot Sale Contract, Lot 7, WEST ACRES SUBDIVISION, Kane County, Utah.
172. Lot Sale Contract, Lot 8, WEST ACRES SUBDIVISION, Kane County, Utah.
173. Lot Sale Contract, Lot 9, WEST ACRES SUBDIVISION, Kane County, Utah.
174. Lot Sale Contract, Lot 10, WEST ACRES SUBDIVISION, Kane County, Utah.
175. Lot Sale Contract, Lot 11, WEST ACRES SUBDIVISION, Kane County, Utah.
176. Lot Sale Contract, Lot 12, WEST ACRES SUBDIVISION, Kane County, Utah.
177. Lot Sale Contract, Lot 13, WEST ACRES SUBDIVISION, Kane County, Utah.
178. Lot Sale, Lot 105, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
179. Lot Sale, Lot 106, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
180. Lot Sale, Lot 107, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
181. Lot Sale, Lot 108, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
182. Lot Sale, Lot 109, Phase #2, LAKE EDGE HILLS, Rich County, Utah.

- 183. Lot Sale, Lot 110, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
- 184. Lot Sale, Lot 111, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
- 185. Lot Sale, Lot 112, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
- 186. Lot Sale, Lot 113, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
- 187. Lot Sale, Lot 114, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
- 188. Lot Sale, Lot 115, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
- 189. Lot Sale, Lot 116, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
- 190. Lot Sale, Lot 117, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
- 191. Cash Draws, The S.F. Jacobsen Family Limited Partnership.
- 192. Cash Draws for Family Members, The S.F. Jacobsen Family Limited Partnership.
- 193. Interest Income.
- 194. Social Security Benefits, Monthly Payments.

ASSETS

REAL PROPERTY

INTERROGATORY NO 3: For the time period between when the Divorce Petition was filed, 23 July 1986, and when the divorce was granted, 17 September 1987, please furnish all the requested information pertaining to each of the following real property assets. The assets are listed hereafter beginning with number one. For each real property asset, answer the following questions:

- (A) What was the asset?
- (B) What was your interest in the asset?
- (C) When was the asset acquired?
- (D) What document shows the acquisition of this asset?
- (E) Was this real property part of the 24 marital undisclosed properties which were purchased, divided, developed, homes constructed, and, mostly, sold for \$1,936,256.00, during the course of the marriage?
- (F) Was the asset sold?
- (G) If the answer to F is yes, when was the asset sold?
- (H) What was the price when sold?
- (I) Was there an account receivable created respecting this asset?
- (J) If the answer to I is yes, how much was the down payment?
- (K) If the answer to I is yes, how much was the account receivable?
- (L) What was the pay-off status as of July 23, 1986?
- (M) What was the pay-off status as of September 17, 1987?

- (N) Who received all the payments?
- (O) Did you own this asset during this time period?
- (P) What was the market value of this asset as of September 17, 1987?

The foregoing questions (A through P) should be answered for each of the following real properties:

1. Weston City Lot 2, Block 10, Franklin County, Idaho.
2. WESTERN EXECUTIVE SUITES, 16-suite office building, BONANZA DEVELOPMENT COMPANY, Logan, Cache County, Utah.
3. LOGAN MINIATURE GOLF, BONANZA DEVELOPMENT COMPANY, Logan, Cache County, Utah.
4. Commercial Lot, BONANZA DEVELOPMENT COMPANY, Logan, Cache County, Utah.
5. 67.7 acres, BRIDLEWOOD HILLS, Cache County, Utah.
6. 8.40 acres, Unit 1, BRIDLEWOOD HILLS, Cache County, Utah.
7. 3.90 acres, Unit 2, BRIDLEWOOD HILLS, Cache County, Utah.
8. 7.87 acres, BRIDLEWOOD HILLS, Cache County, Utah.
9. 17.54 acres, CHERRY CREEK, Cache County, Utah.
10. Country Club Home, Logan, Cache County, Utah.
11. Unit No. 1, Lot 1, GRAND VIEW HILLS, Cache County, Utah.
12. Unit No. 1, Lot 2, GRAND VIEW HILLS, Cache County, Utah.
13. Unit No. 1, Lot 3, GRAND VIEW HILLS, Cache County, Utah.
14. Unit No. 1, Lot 4, GRAND VIEW HILLS, Cache County, Utah.
15. Unit No. 1, Lot 5, GRAND VIEW HILLS, Cache County, Utah.
16. Unit No. 1, Lot 19, GRAND VIEW HILLS, Cache County, Utah.

17. Unit No. 1, Lot 20, GRAND VIEW HILLS, Cache County, Utah.
18. Unit No. 1, Lot 21, GRAND VIEW HILLS, Cache County, Utah.
19. Unit No. 1, Lot 22, GRAND VIEW HILLS, Cache County, Utah.
20. Unit No. 1, Lot 24, GRAND VIEW HILLS, Cache County, Utah.
21. Unit No. 1, Lot 30, GRAND VIEW HILLS, Cache County, Utah.
22. North strip of land, 1 foot wide, 0.01 acres GRAND VIEW HILLS, Cache County, Utah.
23. Lot 31, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.
24. Parcel of Land, South of Lot 31, Unit No. 1, Cache County, Utah.
25. Lot 32, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.
26. Parcel of Land, South of Lot 32, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.
27. Lot 33, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.
28. Parcel of Land, South of Lot 33, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.
29. Lot 34, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.
30. Parcel of Land, South of Lot 34, Unit No. 1, 02-16-0001, GRAND VIEW HILLS, Cache County, Utah.
31. Parcel of Land next South of Lot 34, 02-16-0003, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.
32. Lot 1, Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
33. Lot 2, Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
34. Lot 3, Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
35. Lot 4, Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.

36. Lot 5, Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
37. South strip of land, 2 feet wide, 0.02 acres, Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
38. Lot west of Lot 4, west of Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
39. Lot west of Lot 5, west of Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
40. 19.2 acres, south and west of Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
41. 16.97 acres, west of the 19.2 acres which is south and west of Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
42. 4.0 acres, west of the above 16.97 acres which is west of the 19.2 acres which is south and west of Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
43. .38 acres, also west of the 16.97 acres which is west of the 19.2 acres which is south and west of Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
44. 10.43 acres, associated with GRAND VIEW HILLS Area, Cache County, Utah.
45. 3.76 acres, associated with GRAND VIEW HILLS Area, Cache County, Utah.
46. 4.06 acres, associated with GRAND VIEW HILLS Area, Cache County, Utah.
47. 3.46 acres, associated with GRAND VIEW HILLS Area, Cache County, Utah.
48. Lot 5, KNOWLES SUBDIVISION, Logan, Cache County, Utah.

49. Unit 17, MEADOW VILLAGE, Logan, Cache County, Utah.
50. Unit 29, MEADOW VILLAGE, Logan, Cache County, Utah.
51. Unit 30, MEADOW VILLAGE, Logan, Cache County, Utah.
52. Unit 31, MEADOW VILLAGE, Logan, Cache County, Utah.
53. Unit 32, MEADOW VILLAGE, Logan, Cache County, Utah.
54. A unit, c/o Denise Hunt, MEADOW VILLAGE, Logan, Cache County, Utah.
55. Common Areas, described as Tax #07-138-0033, in MEADOW VILLAGE, Logan, Cache County, Utah.
56. 0.31 acres, Extension #1 Amendment, of the VAL-VIEW SUBDIVISION, Logan, Cache County, Utah.
57. 0.09 acres, Extension #2 of the VAL-VIEW SUBDIVISION, Logan, Cache County, Utah.
58. Lot 1003, KING CLARION HILLS SUBDIVISION, No. 10, Davis County, Utah.
59. Lot 1019, KING CLARION HILLS SUBDIVISION, No. 10, Davis County, Utah.
60. Lot 1106, KING CLARION HILLS SUBDIVISION, No. 11, Davis County, Utah.
61. Lot 1107, KING CLARION HILLS SUBDIVISION, No. 11, Davis County, Utah.
62. Lot 1201, KING CLARION HILLS SUBDIVISION, No. 12, Davis County, Utah.
63. Lot 1202, KING CLARION HILLS SUBDIVISION, No. 12, Davis County, Utah.

64. Lot 1205, KING CLARION HILLS SUBDIVISION, No. 12, Davis County, Utah.
65. Lot 1206, KING CLARION HILLS SUBDIVISION, No. 12, Davis County, Utah.
66. Lot 1207, KING CLARION HILLS SUBDIVISION, No. 12, Davis County, Utah.
67. Lot 1208, KING CLARION HILLS SUBDIVISION, No. 12, Davis County, Utah.
68. Lot 1301, KING CLARION HILLS SUBDIVISION, No. 13, Davis County, Utah.
69. Lot 1308, KING CLARION HILLS SUBDIVISION, No. 13, Davis County, Utah.
70. Lot 1310, KING CLARION HILLS SUBDIVISION, No. 13, Davis County, Utah.
71. Lot 1311, KING CLARION HILLS SUBDIVISION, No. 13, Davis County, Utah.
72. through 94. 23 lots, KING CLARION HILLS SUBDIVISION, No. 14, Davis County, Utah.
95. 3.14 acres, KING CLARION HILLS SUBDIVISION, No. 14, Davis County, Utah.
96. .033 acres, Tax No. 11-039-0015, KING CLARION HILLS, Davis County, Utah.
97. .035 acres, Tax No. 11-041-0007, KING CLARION HILLS, Davis County, Utah.
98. .085 acres, Tax No. 11-049-1310, KING CLARION HILLS, Davis County, Utah.

99. Parcel of land, 11-040-0035, Ref. #252664, KING CLARION HILLS, Davis County, Utah.
100. Parcel of land, 11-040-0044, Ref. #306760, KING CLARION HILLS, Davis County, Utah.
101. Parcel of land, 11-040-0053, Ref. #96738, KING CLARION HILLS, Davis County, Utah.
102. Lot 1, Block A, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
103. Lot 5, Block A, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
104. Lot 6, Block A, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
105. Lot 7, Block A, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
106. Lot 22, Block B, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
107. Lot 12, Block C, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
108. Lot 22, Block C, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
109. Lot 1, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
110. Lot 8, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
111. Lot 9, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.

112. Lot 11, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
113. Lot 18, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
114. Lot 25, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
115. Lot 26, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
116. Lot 28, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
117. Lot 29, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
118. Lot 30, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
119. Lot 31, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
120. Lot 32, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
121. Lot 33, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
122. Lot 34, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
123. Lot 35, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
124. 8.64 acres, 3-1E-2-1A, along hiway, Kane County, Utah.
125. 26.26 acres, 3-1E-2-1C, 0059074, Kane County, Utah.

126. Lot 7, NORTH ACRES SUBDIVISION, Kane County, Utah.
127. Lot 25, NORTH ACRES SUBDIVISION, Kane County, Utah.
128. Lot 28, NORTH ACRES SUBDIVISION, Kane County, Utah.
129. Lot 29, NORTH ACRES SUBDIVISION, Kane County, Utah.
130. Lot 30, NORTH ACRES SUBDIVISION, Kane County, Utah.
131. Lot 31, NORTH ACRES SUBDIVISION, Kane County, Utah.
132. Lot 32, NORTH ACRES SUBDIVISION, Kane County, Utah.
133. Lot 33, NORTH ACRES SUBDIVISION, Kane County, Utah.
134. Lot 34, NORTH ACRES SUBDIVISION, Kane County, Utah.
135. Lot 35, NORTH ACRES SUBDIVISION, Kane County, Utah.
136. Lot 2, WEST ACRES SUBDIVISION, Kane County, Utah.
137. Lot 3, WEST ACRES SUBDIVISION, Kane County, Utah.
138. Lot 4, WEST ACRES SUBDIVISION, Kane County, Utah.
139. Lot 5, WEST ACRES SUBDIVISION, Kane County, Utah.
140. Lot 6, WEST ACRES SUBDIVISION, Kane County, Utah.
141. Lot 8, WEST ACRES SUBDIVISION, Kane County, Utah.
142. Lot 9, WEST ACRES SUBDIVISION, Kane County, Utah.
143. Lot 10, WEST ACRES SUBDIVISION, Kane County, Utah.
144. Lot 12, WEST ACRES SUBDIVISION, Kane County, Utah.
145. Lot 13, WEST ACRES SUBDIVISION, Kane County, Utah.
146. Parcel of land, Trial Exhibit No. 5, Kane County, Utah.
147. Lot 101, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
148. Lot 104, Phase #2, Home, LAKE EDGE HILLS, Rich County,
Utah.
149. Lot 105, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
150. Lot 106, Phase #2, LAKE EDGE HILLS, Rich County, Utah.

151. Lot 107, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
152. Lot 110, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
153. Lot 111, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
154. Lot 112, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
155. Lot 113, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
156. Lot 114, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
157. Lot 115, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
158. Lot 116, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
159. Lot 117, Phase #2, LAKE EDGE HILLS, Rich County, Utah.
160. 1.92 acres, east of LAKE EDGE HILLS, Phase #1, Rich County, Utah.
161. 3.05 acres, west of LAKE EDGE HILLS, Phase #2, Rich County, Utah.
162. 25.0 acres, raw desert land, NAVAJO HILLS, Blanding, San Juan County, Utah.

TRANSFERS

REAL PROPERTIES

INTERROGATORY NO 4: For the period of time between filing the Divorce Petition, 23 July 1986, and granting the divorce, 17 September 1987, please furnish all the requested information for each of the following transferred real properties. The properties are listed hereafter, beginning with number one. For each property, answer the following questions:

(A) What was the property?

- (B) Was this property transfer one of the 24 marital undisclosed real properties which were purchased, divided, developed, homes constructed, and, mostly, sold for \$1,936,256.00, during the course of the marriage?
- (C) When was the property owned?
- (D) When was the property sold?
- (E) What was the price when sold?
- (F) Who received all the payments?

The foregoing questions (A through F) should be answered for each of the following transferred properties:

1. Commercial Building, Weston City, Franklin County, Idaho.
2. Lot 2, Unit 1, BRIDLEWOOD HILLS, Cache County, Utah.
3. Lot 3, Unit 1, BRIDLEWOOD HILLS, Cache County, Utah.
4. Lot 4, Unit 1, BRIDLEWOOD HILLS, Cache County, Utah.
5. Lot 5, Unit 1, BRIDLEWOOD HILLS, Cache County, Utah.
6. Lot 6, Unit 1, BRIDLEWOOD HILLS, Cache County, Utah.
7. 3.90 acres, Unit 2, BRIDLEWOOD HILLS, Cache County, Utah.
8. 2.00 acres, BRIDLEWOOD HILLS, Cache County, Utah.
9. 3.00 acres, CHERRY CREEK, Cache County, Utah.
10. Lot 24, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.
11. Lot 30, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.
12. Lot 31, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.
13. Lot 31 South, Unit 1, GRAND VIEW HILLS, Cache County, Utah.
14. Lot 32, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.

15. Lot 32 south, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.
16. Lot 33, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.
17. Lot 33 south, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.
18. Lot 34 South, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.
19. Lot 34 next South, Unit No. 1, GRAND VIEW HILLS, Cache County, Utah.
20. Lot 1, Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
21. Lot 2, Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
22. Lot 3, Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
23. Lot 4, Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
24. Lot 5, Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
25. Lot 4 west, west of Lot 4, Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
26. Lot 5 west, west of Lot 5, Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
27. 19.20 acres, south and west of Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
28. 16.97 acres, west of above 19.2 acres which is south and west of Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
29. 4.0 acres, west of above 16.97 acres which is west of the 19.2 acres which is south and west of Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.

30. .38 acres, also west of the above 16.97 acres which is west of the 19.2 acres which is south and west of Unit No. 2, GRAND VIEW HILLS, Cache County, Utah.
31. Lot 5, KNOWLES SUBDIVISION, Logan, Cache County, Utah.
32. Lot 1003, KING CLARION HILLS SUBDIVISION NO. 10, Davis County, Utah.
33. Lot 1107, KING CLARION HILLS SUBDIVISION NO. 11, Davis County, Utah.
34. Lot 1206, KING CLARION HILLS SUBDIVISION NO. 12, Davis County, Utah.
35. Lot 1207, KING CLARION HILLS SUBDIVISION NO. 12, Davis County, Utah.
36. Lot 1301, KING CLARION HILLS SUBDIVISION NO. 13, Davis County, Utah.
37. Lot 1308, KING CLARION HILLS SUBDIVISION NO. 13, Davis County, Utah.
38. Lot 1310, KING CLARION HILLS SUBDIVISION NO. 13, Davis County, Utah.
39. Lot 1311, KING CLARION HILLS SUBDIVISION NO. 13, Davis County, Utah.
40. 3.14 acres, KING CLARION HILLS NO. 14, Davis County, Utah.
41. through 99. Lots 1 through 59, ABEL ACRES SUBDIVISION, Kane County, Utah.
100. Lot 1, Block A, NAVAJO HILLS SUBDIVISION, Kane County, Utah.

101. Lot 5, Block A, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
102. Lot 6, Block A, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
103. Lot 7, Block A, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
104. Lot 22, Block B, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
105. Lot 12, Block C, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
106. Lot 22, Block C, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
107. Lot 1, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
108. Lot 8, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
109. Lot 9, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
110. Lot 11, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
111. Lot 18, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
112. Lot 25, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.
113. Lot 26, Block D, NAVAJO HILLS SUBDIVISION, Kane County,
Utah.

114. Lot 28, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
115. Lot 29, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
116. Lot 32, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
117. Lot 33, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
118. Lot 34, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
119. Lot 35, Block D, NAVAJO HILLS SUBDIVISION, Kane County, Utah.
120. Lot 7, NORTH ACRES SUBDIVISION, Kane County, Utah.
121. Lot 25, NORTH ACRES SUBDIVISION, Kane County, Utah.
122. Lot 28, NORTH ACRES SUBDIVISION, Kane County, Utah.
123. Lot 29, NORTH ACRES SUBDIVISION, Kane County, Utah.
124. Lot 30, NORTH ACRES SUBDIVISION, Kane County, Utah.
125. Lot 32, NORTH ACRES SUBDIVISION, Kane County, Utah.
126. Lot 33, NORTH ACRES SUBDIVISION, Kane County, Utah.
127. Lot 34, NORTH ACRES SUBDIVISION, Kane County, Utah.
128. Lot 1, WEST ACRES SUBDIVISION, Kane County, Utah.
129. Lot 2, WEST ACRES SUBDIVISION, Kane County, Utah.
130. Lot 3, WEST ACRES SUBDIVISION, Kane County, Utah.
131. Lot 4, WEST ACRES SUBDIVISION, Kane County, Utah.
132. Lot 5, WEST ACRES SUBDIVISION, Kane County, Utah.
133. Lot 6, WEST ACRES SUBDIVISION, Kane County, Utah.

- 134. Lot 7, WEST ACRES SUBDIVISION, Kane County, Utah.
- 135. Lot 8, WEST ACRES SUBDIVISION, Kane County, Utah.
- 136. Lot 9, WEST ACRES SUBDIVISION, Kane County, Utah.
- 137. Lot 10, WEST ACRES SUBDIVISION, Kane County, Utah.
- 138. Lot 11, WEST ACRES SUBDIVISION, Kane County, Utah.
- 139. Lot 12, WEST ACRES SUBDIVISION, Kane County, Utah.
- 140. Lot 13, WEST ACRES SUBDIVISION, Kane County, Utah.
- 141. Lot 101, LAKE EDGE HILLS PHASE 2, Rich County, Utah.
- 142. Lot 105, LAKE EDGE HILLS PHASE 2, Rich County, Utah.
- 143. Lot 106, LAKE EDGE HILLS PHASE 2, Rich County, Utah.
- 144. Lot 107, LAKE EDGE HILLS PHASE 2, Rich County, Utah.
- 145. Lot 108, LAKE EDGE HILLS PHASE 2, Rich County, Utah.
- 146. Lot 109, LAKE EDGE HILLS PHASE 2, Rich County, Utah.
- 147. Lot 110, LAKE EDGE HILLS PHASE 2, Rich County, Utah.
- 148. Lot 117, LAKE EDGE HILLS PHASE 2, Rich County, Utah.
- 149. 25.0 acres, raw desert land, NAVAJO HILLS, Blanding, San Juan County, Utah.

INTERROGATORY NO. 5: Did you do an amended IRS return for 1985?

INTERROGATORY NO. 6: Did you do an amended IRS return for 1986?

INTERROGATORY NO. 7: Did you do an amended IRS return for 1987?

INTERROGATORY NO. 8: Have you furnished copies of both the original and amended returns to Joyce Kalanquin for each of 1985, 1986 and 1987? If so, state when and how. If not, please do so now.

INTERROGATORY NO. 9: Were any of the proceeds from the accounts receivable assets transferred, given, or conveyed to The S.F. Jacobsen Family Limited Partnership?

INTERROGATORY NO. 10: If the answer to Interrogatory No. 9 is in the affirmative, state how much money was transferred, given or conveyed.

INTERROGATORY NO. 11: Were any of the proceeds from the sale of the transferred property assets deposited into The S.F. Jacobsen Family Limited Partnership?

INTERROGATORY NO. 12: If the answer to No. 11 is in the affirmative, state how much money was deposited.

INTERROGATORY NO. 13: Between 23 July 1986 and 17 September 1987, were any properties, money, income, deposits, rents or other assets added into The S.F. Jacobsen Family Limited Partnership?

INTERROGATORY NO. 14: If the answer to the above No. 13 is in the affirmative, answer how many, state what they were (about

7.5 acres in Bridlewood Hills, for example) and describe the property.

INTERROGATORY NO. 15: State the value for each property referred to in answer to No. 14.

INTERROGATORY NO. 16: State the value of all assets and all liabilities for The S.F. Jacobsen Family Limited Partnership on 23 July 1986 and on 17 September 1987.

REQUEST FOR PRODUCTION OF DOCUMENTS

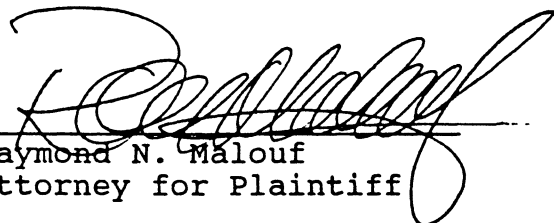
REQUEST NO. 1: Please produce originals for inspection and copies of all check stubs and registers showing all deposits for MEADOW VILLAGE DEVELOPMENT COMPANY at Logan Savings and Loan Association and/or other depositories for the period of time from July 23, 1986, through September 17, 1987.

REQUEST NO. 2: Please produce originals for inspection and copies of all check stubs and registers showing all deposits for S.F. JACOBSEN, PERSONAL ACCOUNT at First Federal Savings and Loan Association and/or other depositories for the period of time from July 23, 1986, through September 17, 1987.

REQUEST NO. 3: Please produce originals for inspection and copies of all check stubs and registers showing all deposits for THE S.F. JACOBSEN FAMILY LIMITED PARTNERSHIP for the period of July 23, 1986, through September 17, 1987.

REQUEST NO. 4: Please produce originals for inspection and copies of all check stubs and registers showing all deposits for the BRIDLEWOOD DEVELOPMENT COMPANY for the period of July 23, 1986, through September 17, 1987.

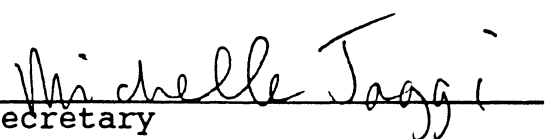
DATED this 8th day of March, 1993.


Raymond N. Malouf
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the ^{9th} 8th day of March, 1993, a true and correct copy of the foregoing First Amendment to Plaintiff's March 1, 1993, Interrogatories and Requests for Production of Documents, was hand-delivered to the following:

Thomas L. Willmore, Esq.
Olson & Hoggan, P.C.
56 West Center
P.O. Box 525
Logan, Utah 84321


Secretary