

2005

Vernon Ray Rigby v. Loralie Kemp Rigby : Brief of Appellant

Utah Court of Appeals

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Loralie Rigby; Pro Se Appellee.

David J. Friel; Attorney for Appellant.

Recommended Citation

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VERNON RAY RIGBY,)	
)	
)	
Petitioner/Appellant,)	
)	
vs.)	
)	Appellate Case No. 20050616
LORALIE KEMP RIGBY,)	
)	
Respondent/Appellee.)	

Appeal from Findings of Fact and Conclusions of Law and Decree of Divorce of the Third District Court, Judge Robert W. Adkins, signed and entered on June 13, 2005.

Loralie Rigby
Pro Se Appellee
3370 South 7495 West
Magna, UT 84044

FILED
UTAH APPELLATE COURTS
FEB 28 2006

IN THE UTAH COURT OF APPEALS

VERNON RAY RIGBY,)	
)	
)	
Petitioner/Appellant,)	
)	
vs.)	
)	Appellate Case No. 20050616
LORALIE KEMP RIGBY,)	
)	
Respondent/Appellee.)	

BRIEF OF APPELLANT

Appeal from Findings of Fact and Conclusions of Law and Decree of Divorce of the Third District Court, Judge Robert W. Adkins, signed and entered on June 13, 2005.

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STATEMENT OF JURISDICTION

The Court has jurisdiction pursuant to Rule 3(a) Utah Rules of Appellate Procedure.

STATEMENT OF ISSUES

1. Did the trial court abuse its discretion by not specifically and thoroughly examining the statutory factors of alimony found in Utah Code Section 30-3-5 and Jones v. Jones, 700 P.2d 1072 (Utah 1985) regarding Loralie Kemp Rigby's financial needs, her ability to produce income for herself and the ability of Vernon Ray Rigby to provide for her needs. Williamson v. Williamson, 983 P.2d 1003 (Utah App. 1999). In determining whether to award alimony and in setting the amount, a trial court must consider the needs of the recipient spouse; the ability of the obligor spouse to provide support; and the length of the marriage. (Rehn v. Rehn, 1999 UT App 41, 974, P.2d 306).

Standard of Review: Trial judges are given "some discretion" in determining mixed questions of fact and law. State v. Pena, 869 P.2d 932, 936-40 (Utah 1994). Trial courts have considerable discretion in determining alimony ... and will be upheld on appeal unless a clear and prejudicial abuse of discretion is demonstrated. Breinholt v. Breinholt, 905 P.2d 877 (Utah App. 1995) quoting Howell v. Howell, 806 P.2d 1209 (Utah App. 1991). Failure to consider the Jones factors constitutes an abuse of discretion. Paffel v. Paffel, 732 P.2d 96, 101 (Utah 1986) and Rehn v. Rehn, 974 P.2d

306 (Utah App. 1999). Failure of a Trial court to make findings on all material issues is reversible error unless the facts in the record are clear, uncontroverted, and capable of supporting only a finding in favor of judgment. Haumont v. Haumont, 793 P.2d 421, 425 (Utah App. 1990). The findings of fact must show that the Court's judgment or decree follows logically from, and is supported by the evidence. Smith v. Smith, 726 P.2d 423, 426 (Utah 1986).

2. The Trial court abused its discretion by seemingly using income equalization to determine that Mr. Rigby should pay alimony, yet the Court did not take into consideration the debts Mr. Rigby was ordered to pay.

Standard of Review: This Court will set aside findings of fact only if they are clearly erroneous. Duncan v. Howard, 918 P.2d 888, 891 (Utah App. 1996). A party challenging a trial court's findings of fact must "marshal all the evidence supporting the trial court's findings and then ... show the evidence to be legally insufficient to support the findings." Rudman v. Rudman, 812 P.2d 73, 79 (Utah App. 1991). This Court reviews a trial court's conclusions of law for correctness. State v. Pena, 869 P.2d 932, 936 (Utah 1994). Even though the trial court has considerable latitude to adjust financial and property interest, (Naranjo v. Naranjo, 751 P.2d 1144, 1146 (Utah App. 1988)), an appellate court will reverse for abuse of discretion. Hall v. Hall, 858 P.2d 1018, 1021 (Utah App. 1993).

3. The trial court abused its discretion in allowing Vernon Ray Rigby only fifteen percent (15%) of the equity of the marital home based on the Court's findings of contempt.

Standard of Review: Trial judges are given "some discretion" in determining mixed questions of fact and law. State v. Pena, 869 P.2d 932, 936-40 (Utah 1994). Even though the trial court has considerable latitude to adjust financial and property interest, (Naranjo v. Naranjo, 751 P.2d 1144, 1146 (Utah App. 1988)), an appellate court will reverse for abuse of discretion. Hall v. Hall, 858 P.2d 1018, 1021 (Utah App. 1993). A trial court abuses its discretion when it fails to enter specific, detailed findings supporting its financial determinations. Such findings are adequate only if sufficiently detailed and include subsidiary facts to disclose the steps by which the ultimate conclusion on each factual issue was reached. *Id.* To permit appellate review of a property and debt distribution, the distribution must be based upon adequate factual findings and must be in accordance with the standards set by this states's appellate courts. Finlayson v. Finlayson, 874 P.2d 843 (Utah App. 1994). Failure to make findings on all material facts is reversible error unless the facts in the record are clear, uncontroverted and capable of supporting only a finding in favor of the judgment. Haumont v. Haumont, 793 P.2d 421, 425 (Utah App. 1990).

4. Did the Trial Court abuse its discretion by finding Mr. Rigby in contempt of court?

Standard of review. This Court will set aside findings of fact only if they are clearly erroneous. Duncan v. Howard, 918 P.2d 888, 891 (Utah App. 1996). A party challenging a trial court's findings of fact must "marshal all the evidence supporting the trial court's findings and then ... show the evidence to be legally insufficient to support the findings." Rudman v. Rudman, 812 P.2d 73, 79 (Utah App. 1991). This Court reviews a trial court's conclusions of law for correctness. State v. Pena, 869 P.2d 932, 936 (Utah 1994).

DETERMINATIVE STATUTES AND RULES

Utah Code Section 30-3-5(8)(a)(i-vii)

(8) (a) The court shall consider at least the following factors in determining alimony:

- (i) the financial condition and needs of the recipient spouse;
- (ii) the recipient's earning capacity or ability to produce income;
- (iii) the ability of the
- (iv) payor spouse to provide support;
- (v) the length of the marriage.
- (vi) whether the recipient spouse has custody of minor children requiring support;

- (vii) whether the recipient spouse worked in a business owned or operated by the payor spouse; and
 - (viii) whether the recipient spouse directly contributed to any increase in the payor spouse's skill by paying for education received by the payor spouse or allowing the payor spouse to attend school during the marriage.
- (b) The Court may consider the fault of the parties in determining alimony.
- (c) As a general rule, the court should look to the standard of living, existing at the time of separation, in determining alimony in accordance with Subsection (8)(a). However, the court shall consider all relevant facts and equitable principles and may, in its discretion, base alimony on the standard of living that existed at the time of trial. In marriages of short duration, when no children have been conceived or born during the marriage, the court may consider the standard of living that existed at the time of the marriage.
- (d) The court may, under appropriate circumstances, attempt to equalize the parties' respective standards of living.

Utah Code Section 78-2a-3 (2)(h)

(2)(h) appeals from district court involving domestic relations cases, including, but not limited to, divorce, annulment, property division, child custody, support, parent-time, visitation, adoption, and paternity.

STATEMENT OF THE CASE

Statement of Facts/ Nature of the Case/ Summary of Argument

During the marriage of Vernon and Loralie Rigby, the parties had purchased a marital home. The Court found that due to Mr. Rigby's contempt of Court there should be an 85% -15% split regarding the equity in the marital home, with Mr. Rigby only being entitled to 15%.

The Court did not make sufficient Findings of Fact to allow the Court to surmise that Mr. Rigby was in fact in contempt of Court. The Court did not provide an analysis of how the contempt was decided nor did the Court apply the standard and burden for a sufficient finding of contempt.

The Court also ordered a disproportionate distribution of the retirement monies held by the parties. The Court deemed it necessary to award Mrs. Rigby alimony and did not enter Findings regarding application of the Jones Factors to determine Mrs. Rigby's needs and Mr. Rigby's ability to pay alimony.

Additionally, Mr. Rigby was ordered to reinstate Mrs. Rigby as a beneficiary even though it would be costly to do so making a direct impact on Mr. Rigby's ability

to pay not only the alimony but also pay the disproportionate share of the marital debt assigned to Mr. Rigby.

POINT 1

DID THE TRIAL COURT ABUSE ITS DISCRETION BY NOT SPECIFICALLY AND THOROUGHLY EXAMINING THE STATUTORY FACTORS OF ALIMONY FOUND IN UTAH CODE SECTION 30-3-5 AND JONES V. JONES, 700 P.2D 1072 (UTAH 1985) REGARDING LORALIE KEMP RIGBY'S FINANCIAL NEEDS, HER ABILITY TO PRODUCE INCOME FOR HERSELF AND THE ABILITY OF VERNON RAY RIGBY TO PROVIDE FOR HER NEEDS? WILLIAMSON V. WILLIAMSON, 983 P.2D 1003 (UTAH APP. 1999). IN DETERMINING WHETHER TO AWARD ALIMONY AND IN SETTING THE AMOUNT, A TRIAL COURT MUST CONSIDER THE NEEDS OF THE RECIPIENT SPOUSE; THE ABILITY OF THE OBLIGOR SPOUSE TO PROVIDE SUPPORT; AND THE LENGTH OF THE MARRIAGE. (REHN V. REHN, 1999 UT APP 41, 974, P.2D 306).

Should the statutory factors of alimony as set forth in the Utah Code and Jones be examined by the Court? If these factors were not specifically and thoroughly examined, is the non-examination an abuse of discretion by the trial Court?

The Utah Court of Appeals found in the case of Howell v. Howell, 806 P.2d 1209, 1213 (Utah Court App. 1991) that, “the trial court abused its discretion by failing to enter specific findings on wife’s financial needs and condition, and the

pertinent facts in the record are not 'clear, uncontroverted, and capable of supporting only a finding in favor of judgement.'"

Further, the Utah Supreme Court has stated that, "Failure to consider the Jones factors constitutes an abuse of discretion (Paffel v. Paffel, 732 P.2d 96, 101 (Utah 1986)).

The Court found that with regard to the income of the parties Mr. Rigby received \$1,180.00 gross income from Granite School District and \$766.00 net from his federal pension (Record/Findings page 237).

The Court made absolutely no specific finding as to Mr. Rigby's net monthly income from his employment. Further, the Court made a finding that Mrs. Rigby's gross monthly income was \$1,670.00. The Court made no specific mention or finding regarding Mrs. Rigby's net monthly income.

It is interesting to note that the Memorandum Decision of the Court (Record, page 226) is different than the actual Findings and Decree prepared by Mrs. Rigby's attorney. The new language used the words "needs" and "equalization of income." Of course, Mr. Rigby was still unrepresented at the time and hampered by his pro se status.

Regardless of the discrepancy between the Memorandum Decision and the Findings and Decree, still, there was absolutely no specific finding by the Court of Mr. or Mrs. Rigby's net monthly incomes.

Even though there was no analysis regarding the net monthly incomes of the parties, the Court then found that Mr. Rigby's monthly income was \$300.00 a month more than Mrs. Rigby's.

The Findings and Decree language that there was "demonstrated need" is wholly unsupported. The claim that the Court "attempted to equalize the parties' economic positions" is also unsupported. Even though financial declarations of both parties were submitted into evidence, the Court in its Findings and Decree made absolutely no mention of either financial declaration nor was there a determination made as to whether the Court accepted or relied on the documentation or whether the Court was relying solely on the oral testimony of both parties.

Even though both parties' financial declarations were discussed during trial the Court did not analyze or scrutinize whether the debts and obligations claimed by both parties were accepted or rejected by the Court. Additionally, the monthly expenses

claimed by both parties were not analyzed so it is unknown whether the Court accepted or rejected the claimed monthly expenses stated by both parties.

With there being no findings as to the specific need of Mrs. Rigby or the ability to pay alimony of Mr. Rigby, the Court's finding that Mrs. Rigby "demonstrated need" is incorrect and an abuse of discretion.

The correct analysis would have been for the Court to compute the net monthly incomes of both parties and then conduct the thorough sweeping scrutinizing analysis of the debts of both parties and the monthly expenses of both parties. The Court could have then made a proper determination of either the needs based alimony or the income equalization. Further, the Court in Rasband stated, "Failure by the Court to consider all of the applicable statutory factors for awarding reasonable alimony, constitutes an abuse of the trial Court's discretion (Rasband v. Rasband, 752 P. 2d 1331, (Utah Ct. App. 1988)).

Regardless, Mr. Rigby testified that he did not have the ability to pay alimony. The Court should keep in mind that all during the separation and up to the time of trial which was almost a two year period, the Court was asked to award Mrs. Rigby alimony on a temporary basis, but the Court declined or reserved the issue.

Mrs. Rigby's financial declaration was submitted into evidence. [See Defendant's Exhibit No.1] She claimed net monthly income of \$1,309.80. She also claimed current monthly expenses of \$1,335.00 yet admitted that she did not pay her mother \$200.00 rent as she had stated in her financial declaration. This case tracks very closely to the Bakanowski case. In Bakanowski the, "trial court failed to enter specific findings on the needs and condition of the recipient spouse, making effective review of the alimony award impossible, that omission is an abuse of discretion." The trial court entered findings on both Wife's and Husband's income. However, the trial court made no factual findings indicating that it considered Wife's financial needs in awarding Wife \$2,000 per month in alimony. Instead, it appears that the trial court simply equalized the parties' income, based on the length of marriage and Husband's fault. While consideration of these factors is within the trial court's discretion, entering "adequate factual findings on all material issues" is mandatory. "In attempting to equalize the parties' income rather than going through the traditional needs analysis, the trail court abused its discretion." Bakanowski v. Bakanowski, 2003 UT App 357, ¶ 10, 80 P. 3d 153.

POINT 2

Even though the Finding and Decree indicate that the Court attempted to “equalize incomes” the Court failed to take into account the specific debt load that was placed on Mr. Rigby.

It was an abuse of discretion for the Court to not conduct an analysis of the respective marital debt that each party was ordered to pay and how the marital debt and subsequent personal debt had such an impact of not making it possible for Mr. Rigby to pay any alimony.

POINT 3

The Court found that due to Mr. Rigby’s several contempts of Court the sanction of choice was to augment the distribution of equity in the marital home. The Court entered findings stating that there was approximately \$18,000.00-\$19,000.00 equity in the home (See Record at page 236) after the mortgage was paid, commissions, closing cost, etc. The Court failed to take into account the attorney lien as filed by Mrs. Rigby’s attorney. Exhibit No. 20 was received into evidence by the Court during trial.

There should be no sanction of equity interest due to there being no contempt. Further, the Court ordered Mr. Rigby to cooperate with the signing and closing on the sale of the home or the Clerk of the Court would be authorized to sign for Mr. Rigby (See Record at page 235).

Additionally, Mr. Rigby had submitted and the Court received into evidence his Exhibit No. 20 showing that Mrs. Rigby's attorney had placed an attorney lien on the property. Mr. Rigby argued that he could not comply with the temporary orders of the Court and arrange financing of the home due to the attorney lien.

Even though sanction of the unequal distribution was improper, due to the attorney lien, Mr. Rigby received approximately \$2,000.00 as his fifteen (15%) percent equity, which was even a greater sanction than the Court attempted to impose.

POINT 4

The Court found that Mr. Rigby was in contempt of the Court's various orders for four different violations. To be found in contempt the Court must make specific findings that there was a specific Court Order, the individual was aware of the Order

of the Court and that they had the ability to comply with the Court Order and that they willingly did not comply. In addition, caselaw state that, "the trial court must enter written Findings of Fact and Conclusions of Law with respect to each of the substantive elements. Van Hake v. Thomas, 759 P2d 1162 (Utah 1988).

Very specific findings must be made by the Court for there to be a contempt finding and Order issued. The various contempt findings of the Court dealt with information that Mr. Rigby was to turn over to Mrs. Rigby. Mr. Rigby testified that he did turn over documents and information regarding his 401(k) account. He testified that since Mrs. Rigby was keeping all of her retirement funds from her employment that he thought they had an agreement that he would keep his own retirement.

He testified that he gave the very best accounting to Mrs. Rigby that he could recall. Mr. Rigby's testimony was outlined in Exhibit No.18 that was received into evidence. This exhibit is proof that there was not a wilfulness or a refusal by Mr. Rigby to comply with the Court order. He testified that he provided the information and knowledge that he had available to him.

Mrs. Rigby gave absolutely no testimony that she knew that Mr. Rigby was not complying or that he had the information and the ability to comply with the various Orders of the Court.

Finally, the Court made absolutely no finding that there was clear and convincing burden of proof that was met.

Conclusion

Based upon the foregoing, Petitioner requests that the Finding and Decree previously entered by overturned.

DATED this 24 day of FEBRUARY, 2006.

A handwritten signature in black ink, appearing to read 'D. J. Friel', written over a horizontal line.

David J Friel
Attorney for Appellant

CERTIFICATE OF MAILING

I hereby certify that I caused to be sent by U.S. mail, first class, postage pre-paid, a true and correct copy of the foregoing document on this 24 day of February, 2006, to:

Loralie Rigby
Pro Se Appellee
3370 South 7495 West
Magna, UT 84044



C Rigby appbnef

Mrs. Rigby gave absolutely no testimony that she knew that Mr. Rigby was not complying or that he had the information and the ability to comply with the various Orders of the Court.

Finally, the Court made absolutely no finding that there was clear and convincing burden of proof that was met.

Conclusion

Based upon the foregoing, Petitioner requests that the Finding and Decree previously entered by overturned.

DATED this 24 day of FEBRUARY, 2006.

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David J Friel
Attorney for Appellant

CERTIFICATE OF MAILING

I hereby certify that I caused to be sent by U.S. mail, first class, postage pre-paid, a true and correct copy of the foregoing document on this 24 day of February, 2006, to:

Loralie Rigby
Pro Se Appellee
3370 South 7495 West
Magna, UT 84044



C Rigby appbref

Addendum

FILED DISTRICT COURT
Third Judicial District

JUN 13 2005

SALT LAKE COUNTY

By _____ Deputy Clerk

DAVID A McPHIE (2216)
Attorney at Law
2105 E Murray-Holladay Rd.
Holladay, Utah 84117
(801) 278-3700

IMAGED

Attorney for Respondent

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

---oo0oo---
:
VERNON RAY RIGBY, : DECREE OF DIVORCE
:
Petitioner, :
:
vs. :
:
LORALIE KEMP RIGBY, : Civil No. 034903791 DA
:
Respondent. : Judge Robert W. Adkins
: Comm: Michael S. Evans
---oo0oo---

1 THIS MATTER came on for trial in front of the Honorable Judge Robert W. Adkins in
2 his courtroom located at 450 South State Street, Salt Lake City, Utah, on Wednesday, the 27th
3 day of April, 2005, at the hour of 1:30 o'clock p.m.

4 The Pctitioner, Vernon Ray Rigby, appeared in person, pro se, and without counsel. The
5 Court had notified Mr. Rigby at an earlier Pre-trial Conference that having discharged his
6 attorney, he either needed to obtain the services of a new attorney, or be prepared to represent
7 himself at trial. Mr. Rigby indicated at the Pre-trial that he did not intend to obtain a new
8 attorney, and that he intended to represent himself.

ENTERED IN REGISTRY
OF JUDGMENTS
DATE 6.15.05

David A.
McPhie
Attorney
at Law

decree of divorce @J



JD17172906
034903791 RIGBY, LORALIE KEMP

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1 The Respondent, Loralie Rigby, appeared in person and through her attorney of record,
2 David A. McPhie.

3 The Court heard opening statements, witnesses were called, examined and cross-
4 examined. Items of physical evidence were marked, offered, and admitted into evidence. At the
5 end of trial, the Court took that matter under advisement, trial having concluded at approximately
6 6:00 p.m. that same day, April 27th, 2005.

7 The Court later published its decision on this matter via a Memorandum Decision, which
8 is nine (9) pages in length including mailing certificate. A copy of the Memorandum Decision is
9 attached to the Findings of Fact and Conclusions of Law as Exhibit A.

10 The Court, having previously published its Findings of Fact and Conclusions of Law,
11 which are consistent with said Memorandum Decision, now makes the following:

12 ORDER, JUDGMENT, AND DECREE

13 1. The parties are each awarded a Decree of Divorce from the other, dissolving the
14 bonds of matrimony heretofore existing between them, the same to become final upon the
15 signing and entry hereof.

16 2. The parties have no minor children. Therefore the Court makes no order
17 concerning:

18 A. The custody of children;

19 B. Parent time rights;



1 C Health insurance for children;

2 D. An Order to Withhold and deliver, or

3 E. Day care for children.

4 3. Each of the parties is awarded the items of personal property which were in their
5 possession as of the date of this Decree of Divorce as their sole and separate property, free and
6 clear of any claim of the other party. An exception to this award for specific items of personal
7 property may be contained below.

8 4. Each of the parties is awarded the motor vehicle currently in their possession, i.e.
9 Mrs. Rigby the Oldsmobile and Mr. Rigby the Chevrolet truck. Each party is awarded said
10 vehicle free and clear of any claim of the other, with the requirement that they assume and pay
11 the debt thereon. The parties are ordered to sign the documents necessary to clear title on these
12 vehicles as awarded.

13 5. With regard to the home and real estate located at 6993 Loch Ness Avenue, West
14 Valley City, Salt Lake County, State of Utah,¹ the parties are ordered to cooperate fully with the
15 broker with whom the property is currently listed, or if the listing has expired to relist the
16 property, and to cooperate to obtain a buyer and consummate a sale on said real estate at the
17 earliest possible date.

18 6. If Mr. Rigby refuses to sign the listing agreement and/or sale documents for
19 closing, or any other document necessary to accomplish the sale, the Clerk of the Court is

¹ The legal description of said home is
LOT 32, GLEN HEATHER NO 1 SUBDIVISION

1 ordered, pursuant to Rule 70 of the Utah Rules of Civil Procedure, to sign the documents for him
2 and in his place. The signature of the Clerk of the Court shall be deemed the signature of Mr.
3 Rigby.

4 7. Upon the sale of the home, Mr. Rigby is awarded fifteen percent (15%) of the sale
5 proceeds, and Mrs. Rigby is awarded eighty-five percent (85%) of the sale proceeds

6 8. Mr. Rigby is ordered to assume and pay the following debts and obligations as his
7 sole and separate obligation, holding Mrs. Rigby harmless from any liability thereon:

8 A. The debts and obligations owed to Cyprus Credit Union:

9 B. Qwest;

10 C. NCO Financial Services, Inc.;

11 D. Credit Collection Services;

12 E. Coalville/Kamas Health Center;

13 F. The Line of Credit with Wells Fargo; and,

14 G. Any and all indebtedness he has incurred since the date of the parties'
15 separation.

16 9. Mrs. Rigby is ordered to assume and pay as her sole and separate debt and
17 obligation the following debts and obligations, holding Mr. Rigby harmless from any liability
18 thereon:

19 A. The Wells Fargo Visa account, and,

20 B. Any and all indebtedness that she has incurred since the date of the parties'
21 separation.

1 10. Each of the parties is ordered to pay one half of the R.C. Willey debt

2 11. Mr. Rigby is ordered to pay Mrs. Rigby alimony in the amount of \$125.00 per
3 month beginning May 1st, 2005. Said alimony shall continue until the occurrence of the first of
4 the following events:

5 A. Mrs. Rigby remarries;

6 B. Mrs. Rigby cohabitates as defined in Utah Law;

7 C. Mrs. Rigby dies;

8 D. Mr. Rigby dies;

9 E. A period of time post-decree not to exceed the length of the marriage; or

10 F. Further order of the Court.

11 12. Mrs. Rigby is awarded Mr. Rigby's monthly Survivor Annuity associated with
12 Mr. Rigby's Federal retirement. Payments to Mrs. Rigby are to commence upon Mr. Rigby's
13 death, and be in the maximum amount allowed by law. Mr. Rigby is ordered to take the steps
14 necessary to establish or re-establish Mrs. Rigby as the beneficiary of said Survivor Annuity and
15 provide evidence that said action has taken place. In the event that Mr. Rigby re-marries, the
16 Court finds that a subsequent spouse may share this Survivor Annuity as provided for by Federal
17 Law.

18 13. Mrs. Rigby is awarded all of the retirement benefits she accumulated from her
19 employment with First Security Bank and Wells Fargo bank as her sole and separate property,
20 free and clear of any claim of Mr. Rigby.

21 14. Each of the parties shall be allowed to designate the beneficiary of his or her life



1 insurance policy, as any person they may choose. Each of the parties is awarded the ownership
2 of their life insurance policy.

3 15. Mr. Rigby is ordered to take the steps necessary to reinstate Mrs Rigby on his
4 health insurance with the federal government, if she so elects. If Mrs. Rigby elects to do so, Mr.
5 Rigby shall cooperate to accomplish the same at the earliest possible date, with the condition that
6 Mrs. Rigby pay the costs of the coverage.

7 16. Mr. Rigby is hereby held in contempt for his failure to provide adequate
8 accounting as to the contents of his Discover 401(k).

9 17. Mr. Rigby is held in contempt for his failure to provide a written accounting
10 concerning cash value of his MetLife policy.

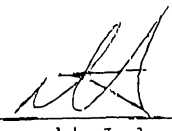
11 18. Mr. Rigby is held in contempt for his failure to provide a written accounting
12 concerning his sale and/or other distribution of personal property.

13 19. Mr. Rigby is held in contempt for his failure to reinstate Mrs. Rigby on his
14 Federal health insurance.

15 20. As a sanction for said contempt and for other reasons as outlined in the Court's
16 Findings, the Court divides the equity in the parties' home on Loch Ness Avenue eighty-five
17 percent (85%) for the Respondent Loralie Kemp Rigby, and fifteen percent (15%) for the
18 Petitioner Vernon Ray Rigby.

19 21. The Court orders each of the parties to pay their own costs of court and attorney's
20 fees.

1 DATED this 13 day of June, 2005.
2 BY THE COURT.

3 
4 ~~Honorable Judge Robert W. Adkins~~
Deena Hernandez

5 MAILING CERTIFICATE

6 I hereby certify that I mailed a true and correct copy of the foregoing Decree of Divorce to
7 the following, postage prepaid this 24th Day of May, 2005

8 Vernon R. Rigby
9 6993 Loch Ness Avenue
10 West Valley City, Utah 84128

11 
12 Sally Hutchings

13 11 CLIENTS/RIGBY\DECLIFF, DIV

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