

1995

Karen Penrose v. Jeffrey Penrose : Brief of Appellee

Utah Court of Appeals

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UTAH COURT OF APPEALS

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IN THE UTAH COURT OF APPEALS

KAREN PENROSE,)	
)	
Plaintiff/Appellant,)	Case No. 950774-CA
vs.)	
JEFFREY PENROSE,)	Priority No. 15
)	
Defendant/Appellee.)	

**BRIEF OF APPELLEE
JEFFREY PENROSE**

**Appeal from the Decree of Divorce Entered by the
Third Judicial District Court for Salt Lake County, State of Utah
Honorable Sandra N. Peuler**

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APPEALS

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JEFFREY PENROSE**

JURISDICTION

The Court of Appeals has jurisdiction of this action pursuant to UTAH CODE ANN. § 78-2a-3(i) (Supp. 1995).

**STATEMENT OF THE ISSUES PRESENTED
FOR REVIEW AND STANDARD OF APPELLATE REVIEW**

I. Issue: Whether the trial court made adequate and appropriate findings of fact supporting the amount of alimony it awarded to Ms. Penrose.

Standard of Review: Clear and prejudicial abuse of discretion. *Chambers v. Chambers*, 840 P.2d 841 (Utah App. 1992).

II. Issue: Whether the trial court abused its discretion in its distribution of the property and debts of the parties.

Standard of Review: Clear abuse of discretion. *Baker v. Baker*, 866 P.2d 540 (Utah App. 1993).

III. Issue: Whether the trial court abused its discretion in determining the amount of child support awarded to Ms. Penrose.

Standard of Review: Abuse of discretion. *Jensen v. Bowcut*, 892 P.2d 1053 (Utah App. 1995).

IV. Issue: Whether the trial court abused its discretion by not awarding attorneys' fees to Ms. Penrose.

Standard of Review: Clear abuse of discretion. *Wells v. Wells*, 871 P.2d 1036 (Utah App. 1994).

DETERMINATIVE STATUTES

The following statutes bear upon the issues in this case:

UTAH CODE ANN. § 30-3-5 (Supp. 1995): *See* Addendum A attached hereto.

UTAH CODE ANN. § 78-45-7 (Supp. 1995):

(1) (a) Prospective support shall be equal to the amount granted by prior court order unless there has been a material change of circumstance on the part of the obligor or obligee.

(b) If the prior court order contains a stipulated provision for the automatic adjustment for prospective support, the prospective support shall be the amount as stated in the order, without a showing of a material change of circumstances, if the stipulated provision:

- (i) is clear and unambiguous;
- (ii) is self-executing;
- (iii) provides for the support which equals or exceeds the base child support award required by the guidelines; and
- (iv) does not allow a decrease in support as a result of the obligor's voluntary reduction of income.

(2) If no prior court order exists, or a material change in circumstances has occurred, the court determining the amount of prospective support shall require each party to file a proposed award of child support using the guidelines before an order awarding child support or modifying an existing award may be granted.

(3) If the court finds sufficient evidence to rebut the guidelines, the court shall establish support after considering all relevant factors, including but not limited to:

- (a) the standard of living and situation of the parties;

- (b) the relative wealth and income of the parties;
- (c) the ability of the obligor to earn;
- (d) the ability of the obligee to earn;
- (e) the needs of the obligee, the obligor, and the child;
- (f) the ages of the parties; and
- (g) the responsibilities of the obligor and the obligee for the support of others.

(4) When no prior court order exists, the court shall determine and assess all arrearages based upon the Uniform Child Support Guidelines described in this chapter.

UTAH CODE ANN. § 78-45-7.12 (Supp. 1995):

If the combined adjusted gross income exceeds the highest level specified in the table, an appropriate and just child support amount shall be ordered on a case-by-case basis, but the amount ordered may not be less than the highest level specified in the table for the number of children due support.

STATEMENT OF THE CASE

Nature of the Case, Course of Proceedings, and Disposition in the Court Below

This action for divorce was filed on June 8, 1993. The trial took place before Judge Sandra N. Peuler on June 14 and 15, 1995. Findings of fact, conclusions of law, and a decree of divorce were entered on October 18, 1995. The decree of divorce provides that:

1) The parties were awarded joint legal custody of their son, with Ms. Penrose to have primary physical custody and Mr. Penrose to have reasonable rights of visitation. The parties stipulated to this arrangement.

2) Mr. Penrose was ordered to pay to Ms. Penrose child support of \$669 per month.

3) Mr. Penrose was ordered to pay to Ms. Penrose alimony in the amount of \$1,331 per month for an indefinite period of time, but no longer than the length of the marriage.

4) The trial court divided the parties' assets and liabilities equally, based on its determination of the value of the assets and the nature of the liabilities. The

business, Designers Carpet Showroom, was awarded to Mr. Penrose since it provides his income. Mr. Penrose also received a Bronco, two snowmobiles, and a trailer. Ms. Penrose received a BMW. Mr. Penrose was awarded a certificate of deposit and ordered to pay the debt associated with the certificate of deposit. The parties' interest in Utah Water Sports was divided between them equally. Cash in an escrow account was used to equalize the division of the property, with Mr. Penrose receiving \$69,000 and Ms. Penrose receiving \$109,000.

5) The parties were each ordered to pay their own attorneys' fees and costs.

Ms. Penrose filed a notice of appeal on November 13, 1995.

STATEMENT OF THE FACTS

1. Plaintiff/appellant Karen Penrose ("Ms. Penrose") and defendant/appellee Jeffrey Penrose ("Mr. Penrose") were married August 24, 1992, in Salt Lake County, Utah. [Findings of Fact and Conclusions of Law dated October 18, 1995 (hereinafter "Findings") no. 2, R. at 605; Transcript of Trial (hereinafter "Tr.") p. 21, R. at 764.]

2. The parties have one child, Miles. At the time of trial, Miles was almost six years old. (Tr. p. 21, R. at 764.)

3. At the time of trial, Ms. Penrose was thirty-four years old, with approximately one year of college education. (Tr. p. 24, R. at 767.) She had been employed full-time as a secretary prior to her marriage. She had also worked in the parties' business in Hawaii-- hiring and training employees, doing payroll, handling advertising, promotions, insurance, purchasing equipment, and in sales. She also worked in the Designers Carpet Showroom business. Ms. Penrose continued to work at Designers Carpet Showroom until May of 1993. (Tr. p. 27, R. at 770.) Ms. Penrose also volunteered for the Olympic Bid Committee. *Id.*

4. Based on Ms. Penrose's background and training, she could expect to make between \$7.00 and \$8.00 per hour, or \$1,200 per month if she were employed full-time. (Findings no. 5, R. at 610.) If Ms. Penrose were fully employed, she could contribute approximately \$900 per month net to payment of her own expenses. *Id.*

5. Ms. Penrose has good health. Although she had planned a surgical procedure, the same procedure had been recommended to her six years ago following the birth of her child, and she had elected not to have surgery at that time. There was no evidence of any condition relating to her health that would interfere with her ability to obtain employment. The parties' child will begin kindergarten this fall and will be out of the home for one-half day during the school year. (Findings no. 5, R. at 609.)

6. Prior to her marriage, Ms. Penrose received stock from her family. She has received regular monthly income from that stock. Although the exact amount of her income has fluctuated, she received at the time of trial about \$900 per month. (Findings no. 5, R. at 610.)

7. Shortly after their marriage, Mr. and Ms. Penrose moved to Hawaii where they lived in a condominium owned by Ms. Penrose's parents. (Tr. p. 40, R. at 783.) They had the free use of that condominium. (Tr. p. 41, R. at 784.) Ms. Penrose's father also provided the parties with an automobile. (Findings no. 5, R. at 610; Tr. p. 41, R. at 784.)

8. In 1988, the parties sold their business in Hawaii and moved back to Utah. (Tr. pp. 44-45, R. at 787-88.)

9. The parties' lifestyle during their marriage was lavish. They traveled extensively, gave each other expensive gifts (such as jewelry, clothing, and furs), and owned luxury cars and expensive homes. Much of this lavish lifestyle was financed by Ms. Penrose's parents who provided the parties money, paid for their travel, and provided most of their financial living requirements for almost four years of their marriage. Because of the fact that Ms. Penrose's family provided a home and a vehicle during the time the parties lived

in Hawaii, they were able to concentrate their energy and resources on developing a business in Hawaii. Ultimately, they sold that business at a profit and were able to save a large sum of money from the earnings of the business. (Findings no. 5, R. at 610.)

10. When the parties returned to Utah in 1988, the proceeds of the sale of their business and money saved from its profits were used to purchase a home and luxury cars. Thereafter, Ms. Penrose's parents continued to provide financial benefits to the parties that allowed them to maintain a lifestyle beyond what they could have afforded through their own income. In fact, the parties had spent all of the income from their business and had not set anything aside as savings. (Findings no. 5, R. at 611.)

11. Mr. Penrose's income in the years 1991 through 1994 averaged approximately \$126,000 from Designers Carpet Showroom. However, during those same years, Designers Carpet Showroom had failed to pay required sales tax from its business profits to the extent of approximately \$46,000 per year. If that amount had been paid as required by law, the income of the parties from Designers Carpet Showroom would have averaged closer to \$80,000 per year. *Id.*

12. In 1994, Mr. Penrose's income from Designers Carpet Showroom was \$107,188, or an average of \$8,932 per month. In that year, the business paid the required sales tax. Therefore, the court found the appropriate income to attribute to Mr. Penrose was \$8,932 per month. (Findings no. 5, R. at 611-12.)

13. The court calculated child support based on Mr. Penrose's income of \$8,932 and Ms. Penrose's imputed income of \$2,100 per month (\$1,200 from employment, \$900 from family stock). (Findings no. 6, R. at 612.)

14. The court found Ms. Penrose's reasonable living expenses to be \$3,800 per month. The court specifically found that each of the parties had claimed excessive expenses based on the lifestyle they enjoyed during their marriage, which was financed not only by their own incomes, but also by savings accrued from their Hawaiian business and by Ms.

Penrose's parents. The court awarded alimony of \$1,331 per month, the amount necessary to meet those expenses after taking into account Ms. Penrose's income from stock, the amount she could earn if employed, and child support. (Findings no. 9, R. at 612-13.)

15. After they returned from Hawaii, the parties established a business, Designers Carpet Showroom. Ms. Penrose worked in that business very little after she became pregnant. (Tr. p. 27, R. at 770.)

16. The parties agreed upon the value of the business as established by Steve Nicolatus, a business valuation expert, of \$194,000. However, because the business had failed properly to account for and pay sales taxes, it had at the time of trial a current liability to the State of Utah in the amount of \$213,000 (\$242,000 including interest and penalties). (Tr. p. 141, R. at 884.) That liability was not contingent. In addition, the business had additional liabilities to the Worker's Compensation Fund, the amount of which had not been established at the time of trial. (Tr. p. 143, R. at 886.) Because the liabilities of Designers Carpet Showroom exceeded its value, the trial court valued it at zero for purposes of dividing the parties' property. (Findings no. 13(a), R. at 614.) Mr. Penrose was ordered to pay all the business liabilities. (Findings no. 14, R. at 617.)

17. Ms. Penrose requested that the court consider a debt to her father in the amount of \$107,891.31 to be a marital debt and to take it into account in the property division. The majority of that debt was for Ms. Penrose's attorneys' fees in the amount of \$32,552.70, detective fees incurred by Ms. Penrose to have her husband followed after their separation in the amount of \$11,172.50, improvements to the home purchased by Mr. Hansen for his daughter Ms. Penrose, property taxes on the home purchased by Mr. Hansen for his daughter Ms. Penrose, \$11,000 for Ms. Penrose to receive treatment at the Betty Ford Center, and various living expenses. (Plaintiff's Exhibit 14, Addendum B attached hereto.) All of these amounts were advanced to Ms. Penrose or on her behalf after the parties' separation

and during the time that Mr. Penrose was paying child support and alimony, and Mr. Penrose did not receive any benefit from them. (Tr. p. 298, R. at 1042.)

18. Mr. Penrose had acquired a certificate of deposit to pledge in connection with his business, Utah Water Sports. The amount of that certificate of deposit originally was \$65,000. However, Mr. Penrose had borrowed \$40,000 in connection with the certificate of deposit from his grandmother. The court awarded the balance of the certificate of deposit, approximately \$29,000, to Mr. Penrose and ordered him to repay \$40,000 to his grandmother. (Findings no. 13(c), R. at 615.)

19. The court divided the parties' interest in Utah Water Sports between them equally. (Findings no. 13(b), R. at 615.)

20. The court awarded a Bronco, two snowmobiles, and a trailer to Mr. Penrose, and a BMW to Ms. Penrose. (Findings no. 13(e), R. at 616.)

21. The parties had funds in escrow resulting from the sale of their marital residence. That sale occurred after their separation. The balance in the account was approximately \$178,000. Ms. Penrose received \$109,000 from that account, and Mr. Penrose received \$69,000. The court made this unequal division of proceeds to equalize the property distribution. (Findings no. 13(g), R. at 616-17.)

INACCURATE STATEMENTS FROM APPELLANT'S STATEMENT OF FACTS

The statement of facts set forth in Ms. Penrose's brief contain some inaccurate statements. Those statements are as follows:

1. Appellant's statement of fact no. 8 asserts that Ms. Penrose needs significant surgery in the foreseeable future. This statement ignores the trial court's finding that the same surgery was recommended to her six years ago and that she elected not to have surgery at that time. (Findings no. 5, R. at 609.) The statement further ignores the trial court's

finding that Ms. Penrose has no health condition that would interfere with her employment.

Id.

2. Appellant's statement of fact no. 14 asserts that Mr. Penrose's income allowed the parties to acquire a \$500,000 home, snowmobiles, and luxury automobiles. In fact, the trial court found that the parties' lavish lifestyle was based in part on gifts and financial assistance from Ms. Penrose's parents, not just Mr. Penrose's income. (Findings no. 5, R. at 610-11.)

3. Likewise, appellant's statement of fact no. 16 suggests that Mr. Penrose's income alone allowed Ms. Penrose to spend approximately \$2,500 per month on clothing and significant amounts on her other personal items. Again, the trial court specifically found that the parties' lifestyle was based on assistance from Ms. Penrose's parents. *Id.*

4. Appellant's statement of fact no. 19 indicates that Ms. Penrose could contribute only \$1,200 per month toward her own support. The trial court actually found that she could earn approximately \$1,200 per month from employment, if she were to be employed, and, in addition, that she received \$900 per month as income from stock gifted to her by her family. (Findings no. 5, R. at 610.)

5. Appellant's statement of fact no. 24 indicates that the court ordered Ms. Penrose to repay the debt to her father totaling \$107,000, but did not grant her an asset with which to do so. This statement ignores the fact that a substantial portion of that debt is for attorneys' fees and detective fees, and that all of the debt was incurred after the parties' separation during the time that Ms. Penrose was receiving temporary alimony and child support. This statement also ignores the fact that Ms. Penrose received \$109,000 in cash in the property distribution.

SUMMARY OF ARGUMENTS

The trial court in this case made careful, detailed findings of fact on the significant issues. Ms. Penrose has completely ignored those findings of fact in making the arguments set forth in her brief. She has further ignored her obligation to marshal the evidence in support of the findings of fact and then demonstrate that, despite this evidence, the trial court's findings are lacking in support.

The trial court did not abuse its discretion in the amount of alimony awarded to Ms. Penrose. The trial court made findings as to her reasonable needs, her ability to earn income, and the amount of income she receives from certain stock gifted to her by her family, and awarded sufficient alimony to her to meet her reasonable needs.

The trial court also made careful and detailed findings of fact in support of its 50/50 property division. The debt that Mr. Penrose was required to repay to his grandmother was documented and had been used to acquire an asset--the certificate of deposit which was awarded to him. The alleged debt to Ms. Penrose's father was incurred after the parties' separation for her personal needs, attorneys' fees, detective fees, and for her treatment at the Betty Ford Center. The uncontroverted evidence supports the valuation of Designers Carpet Showroom at zero, and that valuation was based on the testimony of the business evaluator agreed to by both parties.

The trial court's child support award is also appropriate. The trial court is not required by Utah law to increase the amount of child support beyond the guideline amount when the parties' combined income exceeds the guidelines only slightly.

The trial court also did not abuse its discretion in refusing to award attorneys' fees to Ms. Penrose.

ARGUMENT

I. THE TRIAL COURT MADE ADEQUATE AND APPROPRIATE FINDINGS OF FACT SUPPORTING THE AMOUNT OF ALIMONY IT AWARDED TO MS. PENROSE.

A. The Trial Court Was Not Required To Award Sufficient Alimony To Enable Ms. Penrose To Maintain the Same Standard of Living She Enjoyed During the Parties' Marriage, Since that Standard of Living Was Based on Support from Ms. Penrose's Family.

At the trial of this case, Ms. Penrose presented extensive testimony about the high standard of living that the parties enjoyed during their marriage. Accordingly, the trial court found that “[d]uring the parties’ marriage, they had a lavish lifestyle.” (Findings no. 5, R. at 610.) The trial court further found that “[m]uch of the parties’ lifestyle was financed by plaintiff’s parents, who gave the parties money, paid for trips, and provided all their financial living requirements for almost four years during their marriage.” *Id.* Because of the benefits provided by Ms. Penrose’s parents, the trial court found:

When the parties returned to Utah, both the proceeds from the sale of their business and money saved from the profits of the business were used to purchase the first of the parties’ homes and luxury cars. During the continuation of the marriage, plaintiff’s parents continued to provide gifts and other financial assistance to the parties that allowed them to maintain a lifestyle beyond what they could have afforded by their own efforts. The parties’ lifestyle greatly exceeded the income actually derived from their businesses.

(Findings no. 5, R. at 610-11.)

Both parties also testified that, in recent years in their marriage, they had spent everything they earned and had not set anything aside as savings. In this case, the standard of living the parties enjoyed during the marriage was not based upon the income of the parties. Rather, the trial court found that it was based in large part on financial gifts and assistance provided by Ms. Penrose’s parents. While it is likely that Ms. Penrose will continue to receive that financial assistance, Mr. Penrose will not. During the parties’ separation, Ms.

Penrose's parents purchased a home for her to live in, for which she purchased carpet, shutters, blinds, wallpaper, banisters, and new furniture. Ms. Penrose also leased a Mercedes through her father at a cost of \$338 per month.

Obviously, Mr. Penrose cannot be expected to pay alimony sufficient to replace all the gifts and financial assistance provided by Ms. Penrose's parents. In her brief, Ms. Penrose totally ignores the fact that the trial court made the foregoing findings and argues that the parties' lifestyle was in fact financed by their own income. *See, e.g.*, page 12 of Ms. Penrose's brief. In attempting to ignore the trial court's findings of fact, Ms. Penrose does not do what this court has repeatedly required that appellants in her circumstances do; that is, "marshall the evidence in support of the findings and then demonstrate that despite this evidence, the trial court's findings are so lacking in support as to be 'against the clear weight of the evidence,' thus making them 'clearly erroneous.'" *Hagan v. Hagan*, 810 P.2d 478, 481 (Utah App. 1991) (citations omitted). Not only has Ms. Penrose not marshaled the evidence, she has not even offered any citations to the record to support her contention that the parties' income was somehow sufficient to finance their lifestyle.

Ms. Penrose also argues that additional alimony should have been awarded because Mr. Penrose's personal expenses were minimal in amount. Mr. Penrose testified that he was required to reduce his personal expenses for the two-year period between the parties' separation and the trial in this matter in order to pay his temporary alimony and child support obligations. (Tr. p. 297, R. at 1041.) It is indeed ironic that Ms. Penrose would argue that Mr. Penrose's standard of living ought to be reduced substantially below that which the couple enjoyed during their marriage so that hers could be raised to the level financed by her family's resources.

B. The Trial Court Properly Considered the Jones Factors and its Findings of Fact Should Not Be Overturned on Appeal.

In making an award of alimony, “[t]he trial court is given considerable discretion to provide for spousal support, and such an award will not be overturned on appeal unless there has been a clear and prejudicial abuse of discretion.” *Chambers*, 840 P.2d at 843 (citations omitted). The trial court must consider the *Jones* factors:

“(1) the financial conditions and needs of the receiving spouse; (2) the ability of the receiving spouse to provide a sufficient income for him or herself; and (3) the ability of the responding spouse to provide support. If these three factors have been considered, we will not disturb the trial court’s alimony award unless such a serious inequity has resulted as to manifest a clear abuse of discretion.”

Id.

In this case, the trial court considered the *Jones* factors. First, in determining the financial condition and needs of the receiving spouse, the trial court said:

[P]laintiff’s reasonable living expenses are approximately \$3,800 per month. Both parties claimed excessive expenses which their incomes will not support. In part, this is based on the lifestyle they enjoyed during their marriage, which was financed not only by the parties’ own income from the businesses, but savings accrued from their Hawaiian business, and by plaintiff’s parents who assisted the parties’ ability to enjoy an extravagant lifestyle. As to plaintiff’s stated monthly expenses, she presently pays no real property taxes or insurance on the residence in which she resides. She is renting that home from her father and she testified that she pays rent when she is able to do so. Defendant further testified and the court finds credible that plaintiff’s father pays for the maintenance on the home. Plaintiff currently pays no medical or dental insurance premiums, and the court further finds that her telephone expense and other expenses, such as entertainment, grooming, installment payments, and income taxes, are excessive.

(Findings no. 9, R. at 612-13.)

Ms. Penrose’s claimed expenses were indeed excessive. In reaching the figure of \$5,974.04 for her claimed expenses, Ms. Penrose included real property taxes that she does not pay, real property insurance that she does not pay, maintenance that she does not pay, \$198 per month as a telephone expense, laundry and dry-cleaning expense of \$115 per month

when she is not employed, \$200 per month as child care expense when she is not employed, \$500 per month as entertainment expense, grooming expenses of \$248 per month, \$120 per month for gasoline, installment payments to her dentist, VISA, Chase Manhattan, Mastercard, Nordstrom, and Dillard's of \$450 per month, and estimated income taxes of \$450 per month. (Plaintiff's Exhibit 12, Addendum C attached hereto.) The trial court had ample justification for finding that these expenses were inflated.

Further, Ms. Penrose's argument ignores the fact that Mr. Penrose does not have sufficient net income to pay the alimony she desires. As Bret Winn, Mr. Penrose's accountant, testified, under a best case scenario, Mr. Penrose could expect to have \$69,481 net income available to him from Designers Carpet Showroom if he did not have to repay the sales tax liability. (Tr. pp. 345-46, R. at 1089-90; Defendant's Exhibit 7, Addendum D attached hereto.) If Mr. Penrose does have to pay the sales tax liability out of the business profits, he could expect to have between \$23,000 and \$41,000 in net income available to him. (Tr. pp. 345-46, R. at 1089-90; Defendant's Exhibit 9, Addendum E attached hereto.) Obviously, he cannot afford to pay the amount of alimony suggested by Ms. Penrose with that income.

Even using the best case scenario, Mr. Penrose has approximately \$70,000 in annual net income, for a monthly net income of \$5,833. If he pays a total of \$2,000 in alimony and child support to Ms. Penrose, he has \$3,833 to live on. Ms. Penrose likewise has \$3,800 per month to live on. The liability to the Utah State Tax Commission further reduces the net income available to Mr. Penrose.

"In formulating alimony awards, the trial court has broad discretion, and its decisions will not be overturned absent an abuse of discretion or manifest injustice." *Morgan v. Morgan*, 854 P.2d 559, 567 (Utah App. 1993) (citations omitted). In *Morgan*, the findings of fact made by the trial court were less specific mathematically than the findings in this case.

However, because the trial court had considered the proper factors, this court affirmed the trial court's award of alimony.

Since the trial court in this case made complete and appropriate findings of fact with respect to alimony, this court should not disturb its award.

II. THE TRIAL COURT DID NOT ABUSE ITS DISCRETION IN ITS DISTRIBUTION OF THE PARTIES' PROPERTY AND DEBTS.

The trial court in this case divided the parties' assets and liabilities equally, based on its findings as to the amount of the liabilities and the value of the assets. That division was as follows:

	<u>Total</u>	<u>Ms. Penrose</u>	<u>Mr. Penrose</u>
Designers Carpet Showroom			
Value	\$194,000		
Less sales tax liability	(213,000)	-0-	-0-
Utah Water Sports	Equal	1/2	1/2
Key Bank Certificate of Deposit			
Value	\$ 69,000		
Less loan	<u>(40,000)</u>		
Net value	\$ 29,000		\$ 29,000
Furniture and furnishings	50,000	\$ 25,000	25,000
Bronco	8,000		8,000
Snowmobiles	13,000		13,000
Trailer for snowmobiles	2,000		2,000
BMW	12,000	12,000	
Escrowed funds	<u>178,000</u>	<u>109,000</u>	<u>69,000</u>
Totals	\$292,000	\$146,000	\$146,000

Ms. Penrose argues that this division of the assets and liabilities is improper for several reasons. First, she asserts that the court incorrectly valued the parties' business, Designers Carpet Showroom. The parties stipulated to the value determined by Steve Nicolatus for the business. Accordingly, the court found that the business had a value of \$194,000. Ms. Penrose does not attack that finding. However, the trial court found that this positive value was offset by the business' sales tax liability to the State of Utah in the amount of \$213,000. Thus, the court found the net value of the business was zero.

Ms. Penrose argues in her brief that the liability to the Utah State Tax Commission was "contingent." She offers no citation to the record in support of that assertion, nor does she marshal the evidence in support of the trial court's finding that the amount of the sales tax liability was \$213,000, less a possible reduction of approximately \$30,000. (Findings no. 13(a), R. at 614.) This court has repeatedly held that an appellant who attacks a trial court's findings of fact has the obligation to marshal the evidence that support those findings and "then demonstrate that, despite such evidence, the findings are 'so lacking in support as to be against the clear weight of the evidence and, therefore, clearly erroneous.'" *Baker*, 866 P.2d at 543 (citations omitted). In this case, Ms. Penrose has not made the slightest effort to marshal the evidence, nor has she pointed out any contrary evidence. There is no reason for this court to interfere with the trial court's finding of fact based, as it is, on uncontroverted evidence. (Tr. pp. 141-42, R. at 884-85.)

In *Baker*, 866 P.2d 540, the Court of Appeals said:

In a divorce proceeding there is no fixed formula from which to determine the division of property. *Watson v. Watson*, 837 P.2d 1, 5 (Utah App. 1992). Thus, "[w]e afford the trial court 'considerable latitude in adjusting financial and property interests, and its actions are entitled to a presumption of validity.'" *Id.* (quoting *Naranjo v. Naranjo*, 751 P.2d 1144, 1146 (Utah App. 1988)). The trial court's findings of fact are presumed to be correct, and because we lack the advantage of seeing and hearing witnesses testify, we do not make our own findings of fact. (Citations omitted.)

Id. at 542.

We will alter the trial court's property division "only if there is a misunderstanding or misapplication of the law resulting in a substantial and prejudicial error, the evidence clearly preponderated against the findings, or such a serious inequity has resulted as to manifest a clear abuse of discretion.

Id. at 543 (citations omitted). Ms. Penrose has not argued, nor can she properly do so, that such a situation exists in this case.

Ms. Penrose further argues that the trial court improperly valued the Key Bank Certificate of Deposit. Again, the uncontroverted evidence supports the trial court's finding of fact. Again, Ms. Penrose has failed to marshal the evidence in support of the finding and then explain why the trial court's finding is not supported by the evidence. Mr. Penrose testified that he had obtained a certificate of deposit in the original amount of \$65,000 and had borrowed \$40,000 from his grandmother to do so. (Tr. pp. 309-10, R. at 1053-54.) The trial court properly ordered him to repay the debt of \$40,000 to his grandmother and thus, assigned a net value of \$29,000 to the certificate of deposit. (Findings no. 13(c), R. at 615.)

Ms. Penrose also argues that the trial court should have reduced the value of the cash awarded to her by the amount she claimed to owe to her father or have treated that "debt" as a marital obligation. However, this argument ignores the fact that the entire debt to Ms. Penrose's father was incurred after the parties' separation (Tr. p. 298, R. at 1042.) Further, much of the debt, totaling \$43,725.20, was for attorneys' fees and detective fees, the remainder of the obligation was incurred for Ms. Penrose's personal expenses incurred after the parties' separation. In fact, the arrangement between Ms. Penrose and her father was that he purchased a house for her, that she did not pay rent on a regular basis, and that he paid many of her other living expenses.

During the time that Ms. Penrose was incurring the alleged obligation to her father, Mr. Penrose was paying her temporary alimony and child support pursuant to the court's order and she was receiving monthly income from her family trust in the amount of approximately \$1,000 per month. She has offered no rationale for her theory that Mr.

Penrose ought somehow to finance her living beyond her means by borrowing from her father.

Also, the trial court ruled that Ms. Penrose had adequate funds to pay her own attorneys' fees. Ms. Penrose's attorneys' fees should not be considered a marital obligation in the property division any more than Mr. Penrose's fees were considered a marital obligation.

Based on the trial court's findings of fact, the trial court made a 50/50 division of the property of the parties. Ms. Penrose has offered no basis for her assertion that the findings of fact are not supported by the evidence and this court should affirm the decision of the trial court.

III. THE TRIAL COURT'S CHILD SUPPORT AWARD DID NOT CONSTITUTE AN ABUSE OF DISCRETION.

Ms. Penrose argues that the trial court erred in awarding child support of \$669 per month, because \$669 would be the appropriate amount of child support to order pursuant to the child support guidelines if the parties' combined gross income totaled \$10,000. According to Ms. Penrose, the trial court erred by failing to award a higher amount of child support when the parties' combined adjusted gross income totaled \$11,032.

Ms. Penrose's argument misconstrues UTAH CODE ANN. § 78-45-7.12. That section provides as follows:

If the combined adjusted gross income exceeds the highest level specified in the table, an appropriate and just child support amount shall be ordered on a case-by-case basis, but the amount ordered may not be less than the highest level specified in the table for the number of children due support.

This statute simply directs the trial court to order an appropriate and just amount of child support, not less than the highest level specified in the table. In this case, the court did award the highest amount specified in the table and therefore has followed the statute precisely.

Ms. Penrose argues that the trial court was required to consider the factors set forth in UTAH CODE ANN. § 78-45-7(3) and that its failure to do so constituted an abuse of discretion. However, § 78-45-7(3) applies to situations where the court has found sufficient evidence to rebut the guidelines. In this case, Ms. Penrose did not argue at trial, nor did the trial court find, that sufficient evidence had been introduced to rebut the guidelines.

In *Ball v. Peterson*, 912 P.2d 1006 (Utah App. 1996), the Utah Court of Appeals held that, when the adjusted gross incomes exceeded the guideline amount, simple linear extrapolation from the child support guidelines was not appropriate. If the court wishes to award support beyond the guideline amount, the *Ball* court said, it must make appropriate findings. In this case, since the trial court awarded the correct guideline amount as it is permitted to do under the statute, additional findings are not necessary. In addition, Ms. Penrose did not present any evidence of special needs of Miles, the parties' child, for child support beyond the guideline amount.

The trial court awarded the correct amount of child support under the guidelines and then awarded sufficient alimony to make up the deficiency between Ms. Penrose's and Miles' reasonable needs and the amount of income Ms. Penrose is able to produce. The trial court's child support award should be affirmed.

IV. THE TRIAL COURT DID NOT ABUSE ITS DISCRETION IN REFUSING TO AWARD ATTORNEYS' FEES TO MS. PENROSE.

In a divorce, “[t]he decision to make such an award and the amount thereof rest primarily in the sound discretion of the trial court.” *Bell v. Bell*, 810 P.2d 489, 493 (Utah App. 1993.) In this case, the trial court found that Ms. Penrose has “sufficient monetary assets based on the property division to pay the debt for her attorneys’ fees.” (Findings no. 15, R. at 617.)

The Court of Appeals has indicated that if the court is to award fees, it must consider the financial need of the receiving spouse, the ability of the other spouse to pay, and the reasonableness of the requested fees. In this case, the court first considered the financial need of the receiving spouse, Ms. Penrose, and determined that she had not shown a need for assistance with her attorneys' fees. The court therefore did not consider the other two factors, since Ms. Penrose had not met the first requirement. It is difficult to understand Ms. Penrose's argument that the court is still required to consider the reasonableness of the fees requested, when in fact the court has determined that fees should not be awarded because of a lack of need.

Again, Ms. Penrose has ignored the trial court's finding of fact that she was awarded sufficient monetary assets to pay her attorneys' fees. She was awarded \$109,000 in cash, which clearly supports the notion that she can afford to pay her attorneys' fees, a substantial portion of which had already been paid by her father. In light of the failure of Ms. Penrose to marshal the evidence supporting the trial court's finding, it is difficult to meet her argument that the court was somehow required to consider the other factors, even though the court found that she had not satisfied the threshold requirement that she show a need for assistance with her fees.

Ms. Penrose also ignores the fact that her father had already paid most of her fees and that a portion of the debt she claimed to owe her father was for fees. In effect, Ms. Penrose sought a double recovery--repayment of the debt to her father and an award of fees.

Further, even if the trial court were required to consider the reasonableness of the fees, there is little question that the fees were unreasonable. Ms. Penrose changed attorneys voluntarily twice. She was first represented by Sharon Donovan of Dart, Adamson & Donovan. She then retained Craig Peterson of Littlefield & Peterson. When Mr. Peterson died, she was represented by Ann Wassermann for a period of time. Then, just a few weeks before trial, she retained Clark Sessions, resulting in a continuance of the trial date. Her

claimed fees and costs totaled \$89,000. By contrast, Mr. Penrose's legal fees for the same period were approximately \$20,000.

The trial court correctly found that Ms. Penrose had not shown a need for assistance in payment of her attorneys' fees.

CONCLUSION

In making the arguments set forth in her brief, Ms. Penrose has simply attempted to ignore the trial court's complete and adequate findings of fact on each of the issues raised in her brief. The trial court made all the required findings with respect to the issue of alimony and properly made an alimony award based on those findings.

Likewise, the trial court divided the property and obligations of the parties equally based on its findings of fact and conclusions of law.

The child support award also meets the requirements of Utah law and the child support guidelines.


Finally, the court's refusal to award attorneys' fees was also based on appropriate findings of fact and conclusions of law which are supported by the record.

For the foregoing reasons, the decision of the trial court should be affirmed in all respects.

DATED this 29th day of July, 1996.

Respectfully submitted,

KRUSE, LANDA & MAYCOCK, L.L.C.
Eighth Floor, Bank One Tower
50 West Broadway
Salt Lake City, UT 84101-2034

By 

ELLEN MAYCOCK
Attorneys for Defendant/Appellee

CERTIFICATE OF SERVICE

I hereby certify that I mailed three true and correct copies of the foregoing **BRIEF OF APPELLEE JEFFREY PENROSE** to the following, postage prepaid, this 29th day of July, 1996:

Clark W. Sessions, Esq.
Dean C. Andreasen, Esq.
Campbell, Maack & Sessions
One Utah Center, Thirteenth Floor
201 South Main
Salt Lake City, Utah 84111-2215



ADDENDUM INDEX

<u>Exhibit</u>	<u>Description</u>
A	UTAH CODE ANN. § 30-3-5 (1995 Supp.)
B	Plaintiff's Exhibit 14: Advances from Lloyd Hansen
C	Plaintiff's Exhibit 12: Plaintiff's Monthly Expenses
D	Defendant's Exhibit 7: Designers Carpet Showroom Earnings Available to Owner--Sales Tax Liability Satisfied through Escrow and Other Funds and No Buyout
E	Defendant's Exhibit 9: Designers Carpet Showroom Earnings Available to Owner--No Buyout

Tab A

30-3-4. Pleadings — Findings — Decree — Use of affidavit — Sealing.

(1) (a) The complaint shall be in writing and signed by the plaintiff or plaintiff's attorney.

(b) A decree of divorce may not be granted upon default or otherwise except upon legal evidence taken in the cause. If the decree is to be entered upon the default of the defendant, evidence to support the decree may be submitted upon the affidavit of the plaintiff with the approval of the court.

(c) If the plaintiff and the defendant have a child or children and the plaintiff has filed an action in the judicial district as defined in Section 78-1-2.1 where the pilot program shall be administered, a decree of divorce may not be granted until both parties have attended a mandatory course provided in Section 30-3-11.3 and have presented a certificate of course completion to the court. The court may waive this requirement, on its own motion or on the motion of one of the parties, if it determines course attendance and completion are not necessary, appropriate, feasible, or in the best interest of the parties.

(d) All hearings and trials for divorce shall be held before the court or the court commissioner as provided by Section 78-3-31 and rules of the Judicial Council. The court or the commissioner in all divorce cases shall enter the decree upon the evidence or, in the case of a decree after default of the defendant, upon the plaintiff's affidavit.

(2) The file, except the decree of divorce, may be sealed by order of the court upon the motion of either party. The sealed portion of the file is available to the public only upon an order of the court. The concerned parties, the attorneys of record or attorney filing a notice of appearance in the action, the Office of Recovery Services if a party to the proceedings has applied for or is receiving public assistance, or the court have full access to the entire record. This sealing does not apply to subsequent filings to enforce or amend the decree.

History: R.S. 1898 & C.L. 1907, § 1211; L. 1909, ch. 60, § 1; C.L. 1917, § 2999; R.S. 1933 & C. 1943, 40-3-4; L. 1957, ch. 55, § 1; 1961, ch. 59, § 1; 1969, ch. 72, § 2; 1983, ch. 116, § 1; 1985, ch. 151, § 1; 1989, ch. 104, § 1; 1990, ch. 230, § 1; 1991, ch. 5, § 35; 1992, ch. 98, § 1; 1992, ch. 290, § 3; 1995, ch. 62, § 1.

Amendment Notes. — The 1995 amendment, effective July 1, 1995, added the second sentence of Subsection (1)(b) and in the second sentence of Subsection (1)(d) substituted "shall enter the decree" for "shall make and file findings and decree" and added the language beginning "or, in the case of" at the end.

30-3-5. Disposition of property — Maintenance and health care of parties and children — Division of debts — Court to have continuing jurisdiction — Custody and visitation — Determination of alimony — Nonmeritorious petition for modification.

(1) When a decree of divorce is rendered, the court may include in it equitable orders relating to the children, property, debts or obligations, and parties. The court shall include the following in every decree of divorce:

(a) an order assigning responsibility for the payment of reasonable and necessary medical and dental expenses of the dependent children;

(b) if coverage is or becomes available at a reasonable cost, an order requiring the purchase and maintenance of appropriate health, hospital, and dental care insurance for the dependent children;

(c) pursuant to Section 15-4-6.5:

(i) an order specifying which party is responsible for the payment of joint debts, obligations, or liabilities of the parties contracted or incurred during marriage;

(ii) an order requiring the parties to notify respective creditors or obligees, regarding the court's division of debts, obligations, or liabilities and regarding the parties' separate, current addresses; and

(iii) provisions for the enforcement of these orders;

(d) provisions for income withholding in accordance with Title 62A, Chapter 11, Parts 4 and 5; and

(e) with regard to child support orders issued or modified on or after January 1, 1994, that are subject to income withholding, an order assessing against the obligor an additional \$7 per month check processing fee to be included in the amount withheld and paid to the Office of Recovery Services within the Department of Human Services for the purposes of income withholding in accordance with Title 62A, Chapter 11, Parts 4 and 5.

(2) The court may include, in an order determining child support, an order assigning financial responsibility for all or a portion of child care expenses incurred on behalf of the dependent children, necessitated by the employment or training of the custodial parent. If the court determines that the circumstances are appropriate and that the dependent children would be adequately cared for, it may include an order allowing the noncustodial parent to provide child care for the dependent children, necessitated by the employment or training of the custodial parent.

(3) The court has continuing jurisdiction to make subsequent changes or new orders for the custody of the children and their support, maintenance, health, and dental care, and for distribution of the property and obligations for debts as is reasonable and necessary.

(4) (a) In determining visitation rights of parents, grandparents, and other members of the immediate family, the court shall consider the best interest of the child.

(b) Upon a specific finding by the court of the need for peace officer enforcement, the court may include in an order establishing a visitation schedule a provision, among other things, authorizing any peace officer to enforce a court ordered visitation schedule entered under this chapter.

(5) If a petition for modification of child custody or visitation provisions of a court order is made and denied, the court shall order the petitioner to pay the reasonable attorneys' fees expended by the prevailing party in that action, if the court determines that the petition was without merit and not asserted or defended against in good faith.

(6) If a petition alleges substantial noncompliance with a visitation order by a parent, a grandparent, or other member of the immediate family pursuant to Section 78-32-12.2 where a visitation right has been previously granted by the court, the court may award to the prevailing party costs, including actual attorney fees and court costs incurred by the prevailing party because of the other party's failure to provide or exercise court-ordered visitation.

(7) (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 payor spouse to provide support; and

(iv) the length of 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 (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.

(e) When a marriage of long duration dissolves on the threshold of a major change in the income of one of the spouses due to the collective efforts of both, that change shall be considered in dividing the marital property and in determining the amount of alimony. If one spouse's earning capacity has been greatly enhanced through the efforts of both spouses during the marriage, the court may make a compensating adjustment in dividing the marital property and awarding alimony.

(f) In determining alimony when a marriage of short duration dissolves, and no children have been conceived or born during the marriage, the court may consider restoring each party to the condition which existed at the time of the marriage.

(g) (i) The court has continuing jurisdiction to make substantive changes and new orders regarding alimony based on a substantial material change in circumstances not foreseeable at the time of the divorce.

(ii) The court may not modify alimony or issue a new order for alimony to address needs of the recipient that did not exist at the time the decree was entered, unless the court finds extenuating circumstances that justify that action.

(iii) In determining alimony, the income of any subsequent spouse of the payor may not be considered, except as provided in this subsection.

(A) The court may consider the subsequent spouse's financial ability to share living expenses.

(B) The court may consider the income of a subsequent spouse if the court finds that the payor's improper conduct justifies that consideration.

(h) Alimony may not be ordered for a duration longer than the number of years that the marriage existed unless, at any time prior to termination of alimony, the court finds extenuating circumstances that justify the payment of alimony for a longer period of time.

(8) Unless a decree of divorce specifically provides otherwise, any order of the court that a party pay alimony to a former spouse automatically terminates upon the remarriage of that former spouse. However, if the remarriage is annulled and found to be void ab initio, payment of alimony shall resume if the party paying alimony is made a party to the action of annulment and his rights are determined.

(9) Any order of the court that a party pay alimony to a former spouse terminates upon establishment by the party paying alimony that the former spouse is cohabitating with another person.

Tab B

PENROSE v. PENROSE
Civil No. 93490224 DA

Advances from Lloyd Hansen

<u>DATE</u>	<u>PAYEE</u>	<u>AMOUNT</u>	<u>REFERENCE</u>
11/30/91	Littlefield & Petersen	\$ 526.80	Karen
1993	Karen Penrose	\$ 2,200.00	Jazz season tickets
2/23/93	Key Bank	\$ 11,000.00	Loan Penrose
4/29/93	Jeff and Karen Penrose	\$ 6,000.00	loan
6/2/93	Karen Penrose	\$ 5,000.00	Loan
7/6/93	Paramount	\$ 4,500.00	Loan
7/21/93	Paramount	\$ 252.50	
7/26/93	Karen Penrose	\$ 3,500.00	
8/11/93	Paramount	\$ 4,300.00	
8/29/93	Karen Penrose	\$ 2,500.00	Loan
8/30/93	Paramount	\$ 1,400.00	
9/8/93	Paramount	\$ 720.00	
11/21/93	Adamsen & Donavon	\$ 4,100.00	Karen - Loan
12/13/93	Professional Alarm	\$ 580.00	Alarm
12/17/93	Dr. William Marchand	\$ 310.48	Karen Penrose
12/21/93	Karen Penrose	\$ 1,790.00	
1/14/94	Karen Penrose	\$ 400.00	
1/21/94	Stanfield Shotten	\$ 1,754.00	Karen Loan
1/27/94	Summit County	\$ 394.91	Karen's Misc. Probal tape & Lloyd's snowbile

1/31/94	Karen Penrose	\$ 3,500.00	Loan
2/8/94	Craig Petersen	\$ 8,000.00	Loan Karen
2/21/94	Karen Penrose	\$ 880.00	Loan
2/22/94	Karen Penrose	\$ 700.00	Laon
2/25/94	Esbrit Homes Owners	\$ 90.00	Karen Lot 10
3/7/94	Dart, Adamson, Donovan	\$ 257.00	Karen
3/7/94	Dr. Marchand	\$ 300.00	Karen Penrose
3/14/94	Karen Penrose	\$ 450.00	
3/31/94	Dart Adamsen Donavan	\$ 688.00	Loan - Karen
4/7/94	Bay Way Window	\$ 691.00	Karen
4/22/94	Dart Adamson Donavon	\$ 418.54	Karen Penrose
4/22/94	Dr. William Marchand	\$ 250.00	Karen Penrose
5/8/94	Key Bank	\$ 1,500.00	Karen account 476500435402 0454
5/8/94	Chase Manhattan Bank	\$ 1,500.00	Karen account 422693323308 9
5/8/94	Signet Bank	\$ 400.00	Karen account 529107130398 9875
6/6/94	Chase	\$ 1,000.00	Karen
7/5/94	Karen Penrose	\$ 1,213.00	Karen loan
7/24/94	Key Bank	\$ 1,000.00	Karen
7/24/94	Karen Penrose	\$ 200.00	
7/24/94	Chase	\$ 500.00	Karen #4226-


933-233-089

8/8/94	Karen Penrose	\$ 600.00	Loan
8/31/94	Littlefield & Peterson	\$ 2,572.21	Karen Penrose
10/12/94	Karen	\$ 4,600.00	rent
10/19/94	Karen Penrose	\$ 1,250.00	Loan
10/31/94	Littlefield & Peterson	\$ 3,912.25	Karen
11/30/94	S.L.C. Treasurer	\$ 1,881.12	16-33-158-017-000
1/30/95	J.S.L.A. Anesthasia Debt	\$ 250.00	Karen 95-4395492
1/30/95	Karen Penrose	\$ 750.00	Karen Loan
1/30/95	Chase Bank	\$ 200.00	Karen
1/30/95	Key Bank	\$ 197.00	Karen Penrose Visa
1/31/95	Capital One	\$ 234.60	Karen
1/31/95	Professional Alarm	\$ 300.00	Karen
2/6/95	Littlefield & Peterson	\$ 2,500.00	Karen account
3/6/95	Dr. Timothy Miller, M.D.	\$ 2,300.00	Karen Penrose
3/9/95	Clark Sessions	\$ 5,000.00	Karen Penrose
3/9/95	Littlefield Peterson	\$ 4,577.90	Karen
5/3/95	Karen Penrose	\$ <u>2,000.00</u>	Loan
		<u>\$107,891.31</u>	

LLOYD G. HANSEN 11-83 31-73/1240 2950
 5840 HOLLADAY BLVD. 277-5775
 HOLLADAY, UTAH 84121

11-30 19 91

PAY TO THE ORDER OF Littlefield Patricia \$ 526.80
Five hundred twenty six and 80/100 DOLLARS

 Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

MEMO Karen [Signature]


⑆ 124000737⑆ 64057188⑆ 2950 ⑆0000052680⑆

loan to Karen Penrose
 1/2 Jazz season tickets
 1992 \$ 1000.00

LLOYD G. HANSEN 11-83 4663
 5840 HOLLADAY BLVD. 277-5775
 HOLLADAY, UTAH 84121

2-23 19 93 31-73/1240

PAY TO THE ORDER OF Key Bank \$ 11,000.00
Elvon Houscoul DOLLARS

 Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

MEMO Loan Penrose [Signature]

⑆ 124000737⑆ 64057188⑆ 4663 ⑆0001100000⑆

April 29, 1993

This is a loan to Jeff and
Karen in the amount of \$6,000.00
dollar! - at no interest - due
the first of July 1993

Jeff Perre
Jeff Perre

Karen Perre
Karen Perre

4808

LLOYD G. HANSEN 11-83
5840 HOLLADAY BLVD. 277-6775
HOLLADAY, UTAH 84121

4-29-1993 31-73/1240

PAY TO THE ORDER OF Jeff Perre, Karen Perre \$ 6,000.00

Six thousand DOLLARS

MEMO Loan

Key Bank of Utah
3100 South State Office
3081 South State Street
Salt Lake City, Utah 84115

Lloyd Hansen

⑆ 24000737⑆ 640571188⑆ 4808 ⑆0000600000⑆

LLOYD G. HANSEN 11-83 31-73/1240 4914
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

6-2 1973

PAY TO THE ORDER OF Karen Payne \$ 5,000.⁰⁰
Five thousand DOLLARS

MEMO Loan

Lloyd G. Hansen

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

⑆ 24000737⑆ 64057188⑆ 4914 ⑆000050000⑆

LLOYD G. HANSEN 11-83 31-73/1240 4951
 - 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

7-6- 1993

PAY TO THE ORDER OF Paramount \$ 4,500.⁰⁰
Four - five hundred DOLLARS

MEMO Loan

Lloyd G. Hansen

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

⑆ 24000737⑆ 64057188⑆ 4951 ⑆000045000⑆

LLOYD G. HANSEN 11-83 31-73/1240 5001
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

7-21- 1993

PAY TO THE ORDER OF Paramount \$ 252.⁵⁰
Two hundred fifty two and 50/100 DOLLARS

MEMO _____

Lloyd G. Hansen

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

⑆ 24000737⑆ 64057188⑆ 5001 ⑆0000025250⑆

Lloyd G. Hansen 11-83
 5840 HOLLADAY BLVD. 277-8775
 HOLLADAY, UTAH 84121

31-73/1240 5026

July 14 1993

PAY TO THE ORDER OF Karen Penrose \$ 3,500.00
Thirty-five hundred DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

MEMO _____

⑆ 24000737⑆ 64057188⑆ 5026 ⑆0000350000⑆

535-7000 without door #111
 chkr. **LLOYD G. HANSEN** 11-83 31-73/1240 5072
 5840 HOLLADAY BLVD. 277-8775
 HOLLADAY, UTAH 84121

Aug 11 1993

PAY TO THE ORDER OF Paramount \$ 4,300.00
Four thousand, three hundred DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

MEMO _____

⑆ 24000737⑆ 64057188⑆ 5072 ⑆0000430000⑆

505 **LLOYD G. HANSEN** 11-83 31-73/1240 5105
 5840 HOLLADAY BLVD. 277-8775
 HOLLADAY, UTAH 84121

8-19 93

PAY TO THE ORDER OF Karen Penrose \$ 2,500.
Twenty-five hundred DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

MEMO 2027 -

⑆ 24000737⑆ 64057188⑆ 5105 ⑆0000250000⑆

5426

LLOYD G. HANSEN 11-83
5840 HOLLADAY BLVD. 277-8775
HOLLADAY, UTAH 84121

31-73/1240

12-13 19 93

PAY TO THE ORDER OF Prological Alarm \$ 580.00

Five hundred eighty DOLLARS

MEMO Alarm

Key Bank of Utah
3100 South State Office
3081 South State Street
Salt Lake City, Utah 84115

⑆ 24000737⑆ 64057⑆ 188⑆ 5426 ⑆0000058000⑆

5436

LLOYD G. HANSEN 11-83
5840 HOLLADAY BLVD. 277-8775
HOLLADAY, UTAH 84121

31-73/1240

Dec 17 19 93

PAY TO THE ORDER OF Dr. William Marchand \$ 310.48

Three hundred ten and 48/100 DOLLARS

MEMO Karen Pearce

Key Bank of Utah
3100 South State Office
3081 South State Street
Salt Lake City, Utah 84115

⑆ 24000737⑆ 64057⑆ 188⑆ 5436 ⑆0000031048⑆

5456

LLOYD G. HANSEN 11-83
5840 HOLLADAY BLVD. 277-8775
HOLLADAY, UTAH 84121

31-73/1240

12-31 19 93

PAY TO THE ORDER OF Karen Pearce \$ 1790.00

One thousand seven hundred ninety DOLLARS

MEMO

Key Bank of Utah
3100 South State Office
3081 South State Street
Salt Lake City, Utah 84115

⑆ 24000737⑆ 64057⑆ 188⑆ 5456 ⑆0000179000⑆

514

LLOYD G. HANSEN 11-83 31-73/1240 5106
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

Aug 30 1993

PAY TO THE ORDER OF Paramount \$ 1,400.00
Fourteen hundred DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

MEMO _____

⑆ 24000737⑆ 64057188⑆ 5106 ⑆0000140000⑆

515

LLOYD G. HANSEN 11-83 31-73/1240 5147
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

Sept 8 1993

PAY TO THE ORDER OF Paramount \$ 720.00
Seven-hundred twenty DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

MEMO _____

⑆ 24000737⑆ 64057188⑆ 5147 ⑆0000072000⑆

02

LLOYD G. HANSEN 11-83 31-73/1240 5348
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

11-21-1993

PAY TO THE ORDER OF Dart \$ 4,100.00
Admission to Payson
Four thousand one hundred DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

MEMO Seven-hundred

⑆ 24000737⑆ 64057188⑆ 5348 ⑆0000410000⑆

LLOYD G. HANSEN 11-83 31-73/1240 5522
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

1-14 19 94

PAY TO THE ORDER OF Karen Fenno \$ 400.⁰⁰
Four hundred DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

MEMO [Signature]

⑆ 24000737 ⑆ 64057188 ⑆ 5522 ⑆ 0000040000 ⑆

LLOYD G. HANSEN 11-83 31-73/1240 5536
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

1-21 19 94

PAY TO THE ORDER OF Stanfield Shotten \$ 1,754.⁰⁰
One thousand seven fifty four DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

MEMO [Signature]

⑆ 24000737 ⑆ 64057188 ⑆ 5536 ⑆ 0000175400 ⑆

LLOYD G. HANSEN 11-83 31-73/1240 5539
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

1-27- 19 94

PAY TO THE ORDER OF Summit County \$ 394.91
Three hundred ninety four and 91/100 DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

MEMO Karen's Misc. Property Tax
Abigail Simons

⑆ 24000737 ⑆ 64057188 ⑆ 5539 ⑆ 0000039491 ⑆

LLOYD G. HANSEN 11-83 31-73/1240 5544
 5840 HOLLADAY BLVD. 277-8775
 HOLLADAY, UTAH 84121

Jan 31 1994

PAY TO THE ORDER OF Karen Penrose \$ 3,500.00
Three thousand five hundred DOLLARS

KEY BANK Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

MEMO Loan Lloyd Hansen

⑆ 124000737 ⑆ 64057188 ⑆ 5544 ⑆ 0000350000 ⑆

LLOYD G. HANSEN 11-83 31-73/1240 5585
 5840 HOLLADAY BLVD. 277-8775
 HOLLADAY, UTAH 84121

Feb 8 1994

PAY TO THE ORDER OF Craig Petersen \$ 8,000.00
Eight thousand DOLLARS

KEY BANK Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

MEMO Loan Karen Lloyd Hansen

⑆ 124000737 ⑆ 64057188 ⑆ 5585 ⑆ 0000800000 ⑆

LLOYD G. HANSEN 11-83 31-73/1240 5599
 5840 HOLLADAY BLVD. 277-8775
 HOLLADAY, UTAH 84121

2-21-1994

PAY TO THE ORDER OF Karen Penrose \$ 880.00
Eight hundred eighty DOLLARS

KEY BANK Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

MEMO Loan Lloyd Hansen

⑆ 124000737 ⑆ 64057188 ⑆ 5599 ⑆ 0000088000 ⑆

M

LLOYD G. HANSEN 11-83 31-73/1240 5601
 5840 HOLLADAY BLVD. 277-8775
 HOLLADAY, UTAH 84121

2-22 19 94

PAY TO THE ORDER OF Karen Penrose \$ 700.⁰⁰
Seven hundred DOLLARS

MEMO loan

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

[Signature]

⑆ 24000737⑆ 64057188⑆ 5601 ⑆0000070000⑆

M

LLOYD G. HANSEN 11-83 31-73/1240 5614
 5840 HOLLADAY BLVD. 277-8775
 HOLLADAY, UTAH 84121

2-25- 19 94

PAY TO THE ORDER OF Espit Henri Casneri \$ 90.⁰⁰
Ninety DOLLARS

MEMO Karen Lot 10

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

[Signature]

⑆ 24000737⑆ 64057188⑆ 5614 ⑆0000009000⑆

ft

LLOYD G. HANSEN 11-83 31-73/1240 5647
 5840 HOLLADAY BLVD. 277-8775
 HOLLADAY, UTAH 84121

3-7- 19 94

PAY TO THE ORDER OF Dart, Adgason, Penrose \$ 257.⁰⁰
Two-hundred fifty seven DOLLARS

MEMO Karen

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

[Signature]

⑆ 24000737⑆ 64057188⑆ 5647 ⑆0000025700⑆

M

LLOYD G. HANSEN 11-83 31-73/1240 5648
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

3-7-94

PAY TO THE ORDER OF Dr Merchant \$ 300.00
Three hundred DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

MEMO Karen Penrose [Signature]

⑆124000737⑆ 640571188⑆ 5648 ⑆000003000⑆

49

LLOYD G. HANSEN 11-83 31-73/1240 5669
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

3-14-94

PAY TO THE ORDER OF Karen Penrose \$ 450.00
Four hundred fifty DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

MEMO [Signature]

⑆124000737⑆ 640571188⑆ 5669 ⑆0000045000⑆

⑆124000737⑆ 640571188⑆ 5669 ⑆0000045000⑆

F

LLOYD G. HANSEN 11-83 31-73/1240 5680
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

3-31-94

PAY TO THE ORDER OF Port Adamsen Donovan \$ 688.00
Six hundred eighty eight DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

MEMO -loan - Kar [Signature]

⑆124000737⑆ 640571188⑆ 5680 ⑆0000068800⑆

A

LLOYD G. HANSEN 11-83 31-73/1240 5733
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

4-7 19 94

PAY TO THE ORDER OF Bay Way Window \$ 691.00
Six hundred ninety one DOLLARS

MEMO Karen Lloyd Hansen

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

⑆ 24000737⑆ 64057188⑆ 5733 ⑆0000069100⑆

M

LLOYD G. HANSEN 11-83 31-73/1240 5764
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

4-22 19 94

PAY TO THE ORDER OF Duff Adamson Danavon \$ 419.54
Four hundred sixteen and 54/100 DOLLARS

MEMO Karen Penrose Lloyd Hansen

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

⑆ 24000737⑆ 64057188⑆ 5764 ⑆0000041854⑆

M

LLOYD G. HANSEN 11-83 31-73/1240 5765
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

4-22 19 94

PAY TO THE ORDER OF Dr. William Marchand \$ 250.00
Two hundred fifty DOLLARS

MEMO Karen Penrose Lloyd Hansen

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

⑆ 24000737⑆ 64057188⑆ 5765 ⑆0000025000⑆

2361

LLOYD G. HANSEN 11-83
5840 HOLLADAY BLVD. 277-6775
HOLLADAY, UTAH 84121

5-8 19 94 31-73/1240

PAY TO THE ORDER OF Key Bank \$ 1,500.00

One thousand five hundred DOLLARS

MEMO Key Bank

Key Bank of Utah
3100 South State Office
3081 South State Street
Salt Lake City, Utah 84115

⑆ 24000737⑆ 2361 640571188⑆ ⑈0000150000⑈

2362

LLOYD G. HANSEN 11-83
5840 HOLLADAY BLVD. 277-6775
HOLLADAY, UTAH 84121

5-8 19 94 31-73/1240

PAY TO THE ORDER OF Chips Manhattan Bar \$ 1,500.00

One thousand five hundred DOLLARS

MEMO Key Bank

Key Bank of Utah
3100 South State Office
3081 South State Street
Salt Lake City, Utah 84115

⑆ 24000737⑆ 2362 640571188⑆ ⑈0000150000⑈

2363

LLOYD G. HANSEN 11-83
5840 HOLLADAY BLVD. 277-6775
HOLLADAY, UTAH 84121

5-8 19 94 31-73/1240

PAY TO THE ORDER OF Signet Bank \$ 400.00

Four hundred DOLLARS

MEMO Key Bank

Key Bank of Utah
3100 South State Office
3081 South State Street
Salt Lake City, Utah 84115

⑆ 24000737⑆ 2363 640571188⑆ ⑈0000040000⑈

34164105 16130 321101551
 LLOYD G. HANSEN 11-83 000001 262124277
 5840 HOLLADAY BLVD. 277-8775
 HOLLADAY, UTAH 84121
 G.C. 1994 31-73/1240

PAY TO THE ORDER OF Chere \$ 1,000.⁰⁰
One thousand DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

MEMO Karen Chere Hansen

⑆ 24000737⑆ 2427 64057⑆ 188⑆ ⑆0000⑆00000⑆

LLOYD G. HANSEN 11-83 1209
 5840 HOLLADAY BLVD. 277-8775
 HOLLADAY, UTAH 84121
 7-5 1994 31-73/1240

PAY TO THE ORDER OF Karen Penrose \$ 1,213.⁶⁰
One thousand two hundred DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

MEMO Karen Lane Chere Hansen

⑆ 24000737⑆ 209 64057⑆ 188⑆ ⑆0000⑆2⑆300⑆

LLOYD G. HANSEN 11-83 2522
 5840 HOLLADAY BLVD. 277-8775
 HOLLADAY, UTAH 84121
 31-73/1240
 7-27 1994

PAY TO THE ORDER OF Key Bank \$ 1,000.⁰⁰
One thousand DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84116

MEMO Karen Chere Hansen

⑆ 24000737⑆ 2522 64057⑆ 188⑆ ⑆0000⑆00000⑆

LLOYD G. HANSEN 11-83 31-73/1240 2523
 5840 HOLLADAY BLVD. 277-8775
 HOLLADAY, UTAH 84121

7-24 19 94

PAY TO THE ORDER OF Karen Peters \$ 200.00
Two hundred DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84118

MEMO _____

⑆ 24000737⑆ 640571188⑆ 2523 ⑆0000020000⑆

LLOYD G. HANSEN 11-83 26978 31-73/1240 421027258
 5840 HOLLADAY BLVD. 277-8775 000001 0489 038
 HOLLADAY, UTAH 84121

7-24 19 94

PAY TO THE ORDER OF Chase \$ 500.00
Five hundred DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84118

MEMO Karen #4226-933-233-019

⑆ 24000737⑆ 640571188⑆ 2521 ⑆0000050000⑆

LLOYD G. HANSEN 11-83 31-73/1240 2598
 5840 HOLLADAY BLVD. 277-8775
 HOLLADAY, UTAH 84121

7-29 19 94

PAY TO THE ORDER OF Karen Peters \$ 600.00
Six hundred DOLLARS

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84118


MEMO _____

⑆ 24000737⑆ 640571188⑆ 2598 ⑆0000060000⑆

LLOYD G. HANSEN 11-83 31-73/1240 2653
 5840 HOLLADAY BLVD. 277-8775
 HOLLADAY, UTAH 84121

Aug 31 1994

PAY TO THE ORDER OF Littlefield & Peterson \$ 2572.21
Two thousand five hundred seventy two and 21/100 DOLLARS

 Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

MEMO Karen Peterson [Signature]

⑆ 24000737⑆ 64057188⑆ 2653 ⑈0000257221⑈

Loan to Karen
 for part of debt
 for \$ 2500.00

[Signature]
 10-12-94

LLOYD G. HANSEN 11-83 31-73/1240 2806
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

Oct 19 1994

PAY TO THE ORDER OF Kayn Ferriss \$ 1250.00
One thousand two hundred fifty DOLLARS

KEY BANK Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

MEMO Loan L. G. Hansen

⑆ 24000737⑆ 64057188⑆ 2806 ⑈0000125000⑈

LLOYD G. HANSEN 11-83 31-73/1240 2823
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

Oct 31 1994

PAY TO THE ORDER OF Littlefield & Peterson \$ 3,912.25
Three thousand nine DOLLARS

KEY BANK Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

MEMO Kari Kerven L. G. Hansen

⑆ 24000737⑆ 64057188⑆ 2823 ⑈0000391225⑈

LLOYD G. HANSEN 11-83 31-73/1240 2908
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

11-30 1994

PAY TO THE ORDER OF S.L.F. Treasore \$ 1,881.12
One thousand eight eight one and 12/100 DOLLARS

KEY BANK Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

MEMO 16-33-158-017-000 L. G. Hansen

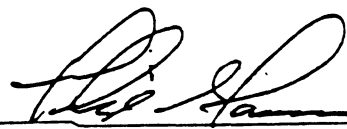
⑆ 24000737⑆ 64057188⑆ 2908 ⑈0000188112⑈

LLOYD G. HANSEN 11-83 31-73/1240 3099
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

1-20 1995

PAY TO THE ORDER OF J. G. & H. Anesthesia Dept \$ 250.00
Two hundred fifty DOLLARS

KEY BANK Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

MEMO Karen Penrose 95-4395492 


⑆ 24000737⑆ 640571188⑆ 3099 ⑆0000025000⑆

LLOYD G. HANSEN 11-83 31-73/1240 3100
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

1-30- 1995

PAY TO THE ORDER OF Karen Penrose \$ 750.00
Seven hundred fifty DOLLARS

KEY BANK Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

MEMO Karen Penrose 


⑆ 24000737⑆ 640571188⑆ 3100 ⑆0000075000⑆

LLOYD G. HANSEN 11-83 31-73/1240 3096
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

1-30 1995

PAY TO THE ORDER OF Case Bank \$ 200.00
Two hundred DOLLARS

KEY BANK Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

MEMO Karen 

⑆ 24000737⑆ 640571188⑆ 3096 ⑆0000020000⑆

LLOYD G. HANSEN 11-83 31-73/1240 3098
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

1-30 1995

PAY TO THE ORDER OF Key Bank \$ 197.00
One hundred ninety seven and no/100 DOLLARS

MEMO Karen Penrose [Signature]

⑆ 24000737⑆ 640571188⑆ 3098 ⑆0000019700⑆

LLOYD G. HANSEN 11-83 31-73/1240 3097
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

1-31 1995

PAY TO THE ORDER OF Capital One \$ 234.60
Two hundred thirty four and 60/100 DOLLARS

MEMO Karen [Signature]

⑆ 24000737⑆ 640571188⑆ 3097 ⑆0000023460⑆

LLOYD G. HANSEN 11-83 31-73/1240 3095
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

1-31 1995

PAY TO THE ORDER OF Professional Alliance \$ 300.00
Three hundred DOLLARS

MEMO Karen [Signature]

⑆ 24000737⑆ 640571188⑆ 3095 ⑆0000030000⑆

LLOYD G. HANSEN 11-83
5840 HOLLADAY BLVD. 277-6775
HOLLADAY, UTAH 84121

31-73/1240

3110

PAY TO THE
ORDER OF

2-6 1995
L.H. Paul & Peterson \$ 2,500.00
Two thousand five hundred DOLLARS



Key Bank of Utah
3100 South State Office
3081 South State Street
Salt Lake City, Utah 84115

MEMO

Karen Penrose L.G. Hansen
⑆ 24000737⑆ 640571188⑆ 3110 ⑆0000250000⑆

LLOYD G. HANSEN 11-83
5840 HOLLADAY BLVD. 277-6775
HOLLADAY, UTAH 84121

31-73/1240

3181

PAY TO THE
ORDER OF

3-6 1995
Dr Timothy Miller MD \$ 2,300.00
Two thousand three hundred DOLLARS



Key Bank of Utah
3100 South State Office
3081 South State Street
Salt Lake City, Utah 84115

MEMO

Karen Penrose L.G. Hansen
⑆ 24000737⑆ 640571188⑆ 3181 ⑆0000230000⑆

LLOYD G. HANSEN 11-83
5840 HOLLADAY BLVD. 277-6775
HOLLADAY, UTAH 84121

31-73/1240

3187

PAY TO THE
ORDER OF

3-9 1995
Clark Sessions \$ 5,000.00
Five thousand DOLLARS



Key Bank of Utah
3100 South State Office
3081 South State Street
Salt Lake City, Utah 84115


MEMO

Karen Penrose L.G. Hansen
⑆ 24000737⑆ 640571188⑆ 3187 ⑆0000500000⑆

LLOYD G. HANSEN 11-83 31-73/1240 3186
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

3-9-1995

PAY TO THE ORDER OF Littlefield Peterson \$ 4,577.98
Four thousand five seventy seven and 98/100 DOLLARS

MEMO Karen 

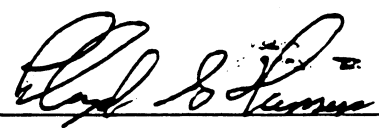
Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

⑆ 24000737⑆ 64057188⑆ 3186 ⑆0000457798⑆

LLOYD G. HANSEN 11-83 31-73/1240 3369
 5840 HOLLADAY BLVD. 277-6775
 HOLLADAY, UTAH 84121

May 3 1995

PAY TO THE ORDER OF Karen Penrose \$ 2,000.00
Two thousand DOLLARS

MEMO Loan 

Key Bank of Utah
 3100 South State Office
 3081 South State Street
 Salt Lake City, Utah 84115

⑆ 24000737⑆ 64057188⑆ 3369 ⑆0000200000⑆

Tab C

PENROSE v. PENROSE

Civil No. 93490224 DA

Plaintiff's Monthly Expenses

Rent	\$ 1,150.00
Real property taxes (residence)	154.56
Real property insurance (residence)	49.49
Maintenance (residence)	269.88
Food and household supplies	400.00
Utilities including water, electricity, gas and heat	155.78
Telephone	198.00
Laundry and cleaning	115.00
Clothing	425.00
Medial and Dental Insurance premium	250.00
Medical	90.83
Dental	100.00
Child care	200.00
Entertainment/Travel including Jazz tickets	500.00
Grooming	248.00
Gifts	100.00
Auto expense (gas, oil, repair, insurance)	329.50
Auto payments (leased)	338.00
Installment payments (Smith \$100; Visa \$100; Chase \$100; MC \$100; Nordstrom \$25; Dillard's \$25)	450.00
Income Taxes (estimated)	<u>450.00</u>
TOTAL EXPENSES	\$ 5,974.04 ¹

¹ Includes expenses for Miles Penrose.

Tab D

Designers Carpet Showroom
Earnings Available To Owner
Sales Tax Liability Satisfied Through Escrow and Other Funds and No Buyout

	<u>Adjusted Average</u>	<u>Average</u>	<u>1994 Actual</u>
Expected net earnings of DCS per valuation report	\$ 80,000	\$ 90,000	\$107,000
Workers Compensation expense adjustment ¹	<u>(9,345)</u>	<u>(9,345)</u>	<u>(9,345)</u>
Net earnings available for owner (cash basis)	\$ 70,655	\$ 80,655	\$ 97,655
Taxable earnings available to owner	\$ 70,655	\$ 80,655	\$ 97,655
Exemption and standard deduction	<u>(6,250)</u>	<u>(6,250)</u>	<u>(6,250)</u>
Taxable income	\$ 64,405	\$ 74,405	\$ 91,405
Tax liability (estimate)	<u>(18,454)</u>	<u>(22,054)</u>	<u>(28,174)</u>
Total cash available to owner (net earnings less tax liability)	<u>\$ 52,201</u>	<u>\$ 58,601</u>	<u>\$ 69,481</u>

¹ Represents future costs of complying with 5/1/95 statute re subcontractors and workers compensation assumed recurring lost profits of 50% of expected subcontractor payments of \$210,000 @ 8.9% (1994 Workers Compensation premium).

Tab E

Designers Carpet Showroom
Earnings Available To Owner--No Buyout

	<u>Adjusted Average</u>	<u>Average</u>	<u>1994 Actual</u>
Expected net earnings of DCS per valuation report	\$ 80,000	\$ 90,000	\$107,000
Sales tax liability--(assume \$203,731 @ 11% for 7 years ¹)	(43,235)	(43,235)	(43,235)
Workers Compensation expense adjustment ²	<u>(9,345)</u>	<u>(9,345)</u>	<u>(9,345)</u>
Net earnings available to owner (cash basis)	\$ 27,420	\$ 37,420	\$ 54,420
Taxable earnings available to owner	\$ 27,420	\$ 37,420	\$ 54,420
Exemption and standard deduction	<u>(6,250)</u>	<u>(6,250)</u>	<u>(6,250)</u>
Taxable income	\$ 21,170	\$ 31,170	\$ 48,170
Tax liability (estimate)	<u>(4,234)</u>	<u>(7,251)</u>	<u>(12,861)</u>
Total cash available to owner: (Taxable earnings less tax liability)	<u>\$ 23,186</u>	<u>\$ 30,169</u>	<u>\$ 41,559</u>

¹

Sales tax liability per assessment	\$213,427
Interest from June 1994 through June 1995 (\$30.16/day)	11,008
First quarter 1995 unfunded sales tax liability	19,101
Designer's portion (potential adjustment to assessment)	<u>-39,805</u>
	<u>\$203,731</u>

² Represents future costs of complying with 5/1/95 statute re subcontractors and workers compensation assumed recurring lost profits of 50% of expected subcontractor payments of \$210,000 @ 8.9% (1994 Workers Compensation premium).