

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 19-192

Judge: Andi Paus

Complainant: Patricia J. Mickle

ORDER

The complainant alleged a superior court special master was biased against her, engaged in nepotism, and made improper findings in a family law matter.

Andi Paus was appointed as a special master for the purposes of dividing the personal property of the parties in a divorce proceeding. Due to the conflict between the parties a “supervisor” or “third party neutral” was needed to accompany the parties to the residences for the purposes of making an inventory of the property. Neither party would agree to the other’s proposed third party, and Special Master Paus proposed using S.N. as the third party neutral. However, she failed to disclose to the parties that S.N. was her significant other and domestic partner. S.N. was paid \$50.00 per hour for his services.

The Commission found that Special Master Paus’ conduct violated the following provisions of the Code of Judicial Conduct:

Rule 1.2, which states, “a judge shall act at all times in a manner that promotes public confidence in the independence, integrity, and impartiality of the judiciary, and shall avoid impropriety and the appearance of impropriety.”

Rule 2.13(A)(2), which states, “In making administrative appointments, a judge shall avoid nepotism, favoritism, and unnecessary appointments.”

The Commission found no clear and convincing evidence to support the remaining allegations of the complaint.

Accordingly, Special Master Andi Paus is hereby publicly reprimanded for her conduct as described above and pursuant to Commission Rule 17(a). The record in this case, consisting of the complaint, the judicial officer’s response, and this order shall be made public as required by Commission Rule 9(a).

Commission members Barbara Brown and George H. Foster, Jr., did not participate in the consideration of this matter.

Dated: November 8, 2019

FOR THE COMMISSION

/s/ Louis Frank Dominguez

Hon. Louis Frank Dominguez
Commission Chair

Copies of this order were distributed to all appropriate persons on November 8, 2019.

State of Arizona
COMMISSION ON JUDICIAL CONDUCT

Disposition of Complaint 19-192

Judge:

Complainant:

ORDER

November 8, 2019

The Complainant alleged a superior court judge improperly adopted the findings of superior court special master.

The role of the Commission on Judicial Conduct is to impartially determine whether a judicial officer has engaged in conduct that violates the Arizona Code of Judicial Conduct or Article 6.1 of the Arizona Constitution. There must be clear and convincing evidence of such a violation in order for the Commission to take disciplinary action against a judicial officer.

The Commission does not have jurisdiction to overturn, amend, or remand a judicial officer's legal rulings. The Commission reviewed all relevant available information and concluded there was not clear and convincing evidence of ethical misconduct in this matter. The complaint is therefore dismissed pursuant to Commission Rules 16(a) and 23(a).

Commission members Barbara Brown, Louis Frank Dominguez, and George H. Foster, Jr., did not participate in the consideration of this matter.

Copies of this order were distributed to all appropriate persons on November 8, 2019.

2019-192

COMPLAINT AGAINST A JUDGE

Name: Patricia J. Mickle Judge's Name: Andi Paus - Special Master, Judge Pro

Instructions: Use this form or plain paper of the same size to file a complaint. Describe in your own words what you believe the judge did that constitutes judicial misconduct. Be specific and list all of the names, dates, times, and places that will help the commission understand your concerns. Additional pages may be attached along with copies (not originals) of relevant court documents. Please complete one side of the paper only, and keep a copy of the complaint for your records.

I am submitting this Complaint to ask the Commission of Judicial Conduct to investigate possible violations of the Judicial Conduct for Judicial employees. This case involves Special Master Andi Paus, who was appointed to oversee this case and make recommendations that were equitable for both parties. Below I have listed the sections of The Arizona Code of Conduct for Judicial Employees, that I believe have been violated by her. Specifically, Section D, Conduct Rules and Comments, specifically Rule 1.1 states, Compliance with the Law. a) a Judicial Employee shall comply with the law; b) a Judicial employee shall not use public funds, property or resources wastefully or for any private purpose not authorized by judicial or administrative authorities. Rule 2.2 Impartially and Fairness, states a judicial employee shall perform court duties fairly and impartially. "Judicial employees may appear to be providing preferential treatment to litigants, counsel or other persons with whom they discuss the merits of a case pending before the court or behave in a particularly friendly manner. To gauge the propriety of any behavior, employees should consider how opposing parties and counsel who are involved in the proceeding are likely to view the situation. Rule 2.3 Bias, Prejudice and Harassment, states "a judicial employee shall perform duties without bias or prejudice and shall not manifest bias or prejudice by words or conduct, or engage in harassment in the performance of court duties. This includes but is not limited to bias, prejudice, based on gender, race, sex, religion, national origin, ethnicity, disability, age, sexual orientation, marital status, socioeconomic status, or political affiliation.

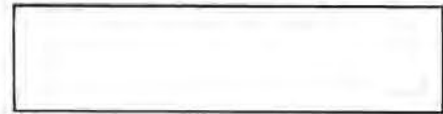
The Complainant, (who is also the Respondent/Wife) in this matter, Patricia J. Mickle, believes the above referenced Rules are only a sample of the rules I believe the Special Master assigned to this case, Andi Paus has violated in the course of her residing over this case. Since the Divorce was filed by the Petitioner/Husband, Thomas M. Hutchinson in 2014, the Respondent/Wife, which is myself, has taken a toll on me. We were married over 23 years and the divorce came as a total surprise to me. I was a homemaker and he was the executive that dealt with corporate attorneys on a daily basis. I was very naive and taken advantage of. Andi ruled that the jewelry was in fact an investment and not gifts including my engagement and wedding rings, she did not question Dana's appraisal of the pieces. She also gave fraudulent insurance replacement cost and gave to Husband so he could acquire the cabin and not be required to sell it and split the proceeds as had previously been agreed. Husband was in non-compliance at the time all of this took place. Wife received nothing.

Once Special Master, Andi Paus took over the case I noticed more discrepancies and once I began investigating I notice a number of Rule and Code violations she has done through out this case. Some examples of this are as follows: Most of our issues stem from valuation methods used to value various community property. Husband used a person that he knew since 2009, Dana Gonder, is the Husband's best friend and was a phone in witness who a pawn shop in Carefree Arizona. He stated that the jewelry was fine jewelry and that Tom gave it to me as an investment not a gift. There was no testimony to the contrary and it was allowed by Andi.

CONFIDENTIAL

Arizona Commission on Judicial Conduct
1501 W. Washington Street, Suite 229
Phoenix, Arizona 85007

FOR OFFICE USE ONLY



COMPLAINT AGAINST A JUDGE

Name: Patricia J. Mickle

Judge's Name: Andi Paus - Special Master-Judge Pro

Instructions: Use this form or plain paper of the same size to file a complaint. Describe in your own words what you believe the judge did that constitutes judicial misconduct. Be specific and list all of the names, dates, times, and places that will help the commission understand your concerns. Additional pages may be attached along with copies (not originals) of relevant court documents. Please complete one side of the paper only, and keep a copy of the complaint for your records.

Andi recommended her live-in boyfriend, domestic partner, at the time, now husband, to be a third party, Steven Neiman from Scottsdale Arizona. So we hired him through her firm as a neutral with his services which were billed through Andi's office and both I and husband paid him through her. Steve Neiman made a report of his time with Tom but did not provide a report to Patty. We all were at the Cabin in Prescott for approximately 7 to 8 hours taking pictures and recording cabin items. It took a long time as there was a large military collection, knife collection, ammo collection and WWII items. Steve took pictures of the coins, with some hidden ones in boxes, and wrote items on a list for me. Andi Paus is known to be pro-male and attorney's choose her for their male clients knowing they will come out on top. There are reviews on-line that substantiate this claim. There are over 20 past clients investigated.

If I had known that I would not have hired him. After doing some research, it looks like Nepotism, which is the appointment of hiring any relative or domestic partner. In addition, Rule 2.11 states Judge pro tem, special master, cannot hire a domestic partner. A material witness who could affect the proceeding and be a material witness. Rule 2.4 states Shall not permit family, social, political, financial or other interests or relationships to influence conduct or judgment. Husband paid Andi for her services as I could not afford it, so I feel she was always making decisions that would benefit him. Arizona's anti-nepotism statute, A.R.S. 38-481, which applies to judicial officers. Andi also violated Rule 2.6k, ensuring the right to be heard, she excluded my picture of military items and coins exhibits. I believe she should have been fair and allowed my items but she did not. I was fined \$2000 for not allowing Tom's appraisal jewelry at Insurance replacement Value instead of the Fair Market Value which is what I would get if I sold them. I feel I was being punished by her. In another instance, Andi failed to reimburse me for the following, Suzuki Motorcycle, Ford Lincoln, WWII military collection and my knife collection, which she was required to do. My husband has tons of cash, investments, a house mortgage free among other things. Andi is aware of this but still did not rule on a fair and equitable basis. There have been numerous inconsistencies in my husbands stories throughout this process and nothing has been done about it. I am concerned that Andi Paus has violated these and other Rules of the Arizona Commission on Judicial Conduct.

I believe Andi Paus has taken advantage of her position of Special Master and is manipulating the system and violating the Rules stated above. I have exhibits and proof of what I believe is true and factual and would like the Commission on Judicial Conduct open an investigation against Andi Paus. I would also request advice from the Committee on how to inform the FBI of such violations of the Arizona Judicial conduct.

I am not submitting this complaint maliciously or as a bitter ex-wife, I truly believe and can prove what I am saying is true. Please see attachments.

I respectfully submit this complaint on my own behalf.

June 7, 2019

Patricia Mickle

Dear All,

The list of institutions to follow are receiving this package containing my Legal Complaint, Unethical Complaint, and Criminal Complaint. The people named are Andi Paus, attorney/mediator, Scottsdale, Amy Urness, attorney, Scottsdale, Honorable Judge : for not reading documentation during trial to find math errors and inconsistencies to correct wrongs. Mr. Taubman, House of Diamonds, misrepresentation of gemology certification, collusion with Amy and Andi, and fraud for appraising insurance replacement value when I didn't have a policy for such.

Thomas Hutchison, spouse, Prescott, Jennifer Hutchison, daughter, Prescott, Julieanne Carter, retired Phoenix medical malpractice attorney, Prescott; and Dana Gonder, fired ex-Maricopa sheriff, lied as a witness during mediation conference, is investigated for embezzlement, Wild West Pawn and is a swindler. He and Thomas were daily friends scheming and stealing from Richard Christopher, owner Wild West Pawn and I witnessed the taking cash, selling of Tom's guns, purchasing coins to hide from me and much more. I have evidence and much data to have a serious investigation to discover my assertions .

Collusion, fraud, ethic violations, legal violations, Ignorance of the Disability Act, Dictatorship of Andi Paus, Anti-female discrimination, Andi Paus. Bias, and lack of professionalism.

My intent is to inform Arizona of a corruption scheme that has been occurring for a long time in the Family Law Judicial Arena. Andi Paus, as a mediation boutique is known in the community to be pro-male and show financial favoritism. Local attorneys know this and ask for her to mediate when they have a male client. The attorney gets a happy man and more male referrals, and greedy Andi has created a business model of controlling a positive outcome for men and in this wealthy state, the men ask for her as well. Andi Paus bonded with my husband, didn't split cabin proceeds, gave him my jewelry gifts, including engagement and wedding rings as cash under the guise of my jewelry wasn't mine, but Thomas' investment, his personal property that I was allowed to wear for 25 years. And, Andi Paus used insurance replacement cost instead of estate cost or fair market value; which she fined me for Contempt of Court because State Farm told me she was committing fraud. Andi Paus didn't like me the

moment we met. Her Division of Property establishes that fact well. Andi didn't accept my exhibits, receipts, pictures, papers, documents. She told me to take them home.

I can't afford a home, have moved 4 times in 5 years, I can't afford an apartment, and Well's Fargo said I may pre-qualify for a \$125,000.00 loan. I can't find a small condo in a safe area for that price. I have called 6 Shelters and they are full. My savings are dwindling fast. Nothing about this situation was fair or JUST.

My next task is to U-tube Arizona's corruption and my story, I have been advised to do Podcasts, Social Media, Local News, perhaps other organizations will become involved. More importantly, I will ask for the women and men who have been treated unjustly and abused by Andi Paus to contact me. I will gather a large number of complaints to endorse my facts.

The Law is obligated to do what is best taking into account the interests, cares and concerns of all while regarding people as equally important.

"JUSTICE" is the act of giving each person his 'due.'

Patricia Mickle

June 7, 2-19

I need the agreed upon \$2,400.00 per month and I need to receive my social security at \$800.00. That is still a small amount to live on. Tom's retirement is around \$4,800.00 and his social security benefit is \$2,000.00. I don't touch his social security amount.

Because I moved to Japan for his promotion and quit my valued career; Tom has retirement benefits of two lease cars with insurance per year.

His Medicare Supplement is refundable, whereas mine is not. I don't benefit from his rewards that I helped him earn.

Andi Paus favoritism towards Tom is so blatant; it's a serious crime and has ruined my life. Tom got the motorcycle, the ford continental, grandfather clock, his \$34,000.00 knife, military collection, guns, all Cabin furniture and of course he has a place to live, free.

I received \$2,000.00 for my Carefree Home furniture, had to pay off incredible expenses, lawyer fees, and medical fees. That is what Andi Paus, Special Master gave me. She should be disbarred, and considered for illegal activity that requires jail time. Andi used Dana Gonder as an illegal witness for my jewelry. Tom and daughter have surveillance on me, as they have all along, Teen Tracker on my phone to get all my information from my attorney. Break-in and Entered the Carefree Home after Protective Order was sent; I have Safeguard Alarms time sheet which shows the open and close of the doors and time and date stamped. I told Andi Paus about their illegal behavior and Andi stated: "I don't want to hear this; STOP IT! One can suffer from depression, but one can also get evidence to prove my mind works.

6/7/19

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complimentary fax cover sheet

number of pages including cover sheet: 10
 attention to: LISA Spivey date: 7/10/19
 company: _____ from: PATRICIA Mickle

phone #: _____ company: _____

fax #: _____ senders phone #: _____

comments: Supremacy Clause
over-rules State Laws. Tom
can't take my social security as
Alimony. Tom's 55th is \$2,600.00 - Marie
is \$700.00 - I get half of his \$2,000.

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local additional page



\$ 1.69 456687

long distance
additional page



\$2.19 833091

international add'l page



\$3.99 833201

SOCIAL SECURITY ADMINISTRATION

Date: April 22, 2019

PATRICIA J MICKLE

You asked us for information from your record. The information that you requested is shown below. If you want anyone else to have this information, you may send them this letter.

Information About Current Social Security Benefits

Other Important Information

SUSPECT SOCIAL SECURITY FRAUD?

Please visit <http://oig.ssa.gov/r> or call the Inspector General's Fraud Hotline at 1-800-269-0271 (TTY 1-866-501-2101).

7. **Protective Orders.** Following is the effect, if any, of this Consent Decree on any existing protective orders: yes

Tom paid his sweet card w/ community funds. Card was in his name only

8. **Community Property and Debt.** (Select one.)

- The parties did not acquire any community property or debt during the marriage, **OR**
- The parties have agreed to a division of community property and/or debt as evidenced by their signatures on "Exhibit A" attached to and incorporated into this Decree.

9. **Pregnancy.** (Select one.)

- Wife is not pregnant, **OR**
- Wife is pregnant, and the husband IS **OR** IS NOT the father of the child.

10. **Spousal Maintenance/Support.** (Select one.)

- A party is entitled to an award of Spousal Maintenance/Support for the reason that Petitioner, **OR** Respondent lacks enough property, including property given to him or her as part of this divorce, to provide for his or her reasonable needs, and is unable to support himself or herself through an appropriate job, or he or she is providing the primary care to a child(ren) of young age or is of a condition that they should not be required to look for work outside the home, or lacks earning ability necessary to support himself or herself, or contributed significantly to the educational opportunities of the other spouse, or had a marriage that lasted a long time and is of an age that may severely limit the possibility of getting a job to support himself or herself, **OR**
- Neither party is entitled to an award of Spousal Maintenance/Support.

If spousal maintenance is to be awarded, the parties further agree: (Select one.)

- Spousal maintenance award shall be modifiable in accordance with Arizona law, **OR**
- The parties acknowledge that the circumstances of their futures are unknown but each desires that this maintenance award, so awarded by their agreement, not be modifiable in the future for any reason. Therefore, it is at this time ordered that this spousal maintenance award shall NOT be modifiable for any reason.

11. **Parent Information Program.**

- a. Petitioner has attended the Parent Information Program class as evidenced by the "Certificate of Completion" in the court file. **OR**
- Petitioner has not attended the Parent Information Program class and shall be denied any requested relief to enforce or modify the provisions of this decree which address custody or parenting time until Petitioner has completed the class.
- b. Respondent has attended the Parent Information Program class as evidenced by the "Certificate of Completion" in the court file. **OR**
- Respondent has not attended the Parent Information Program class and shall be denied any requested relief to enforce or modify the provisions of this decree



ARIZONA
MEDIATION
INSTITUTE

MEDIATION AGREEMENT AND GUIDELINES

Mediation is a non-adversarial process, which is most effective if the parties involved work within certain guidelines.

- A. Accept responsibility for yourself. Consider in advance and be able to state what you want and need. Accusations only hinder the process and are not relevant to the issues discussed in mediation. Include your intent, reasons and feelings. This helps facilitate the process.
- B. Mediation differs from litigation in that the parties, with the assistance of the mediator, reach their own agreement. Mediation allows the parties to make decisions for themselves. The mediator will lead the negotiations in assisting the parties to reach a decision which is acceptable to both. The mediator will not make decisions for the parties.
- C. The mediator cannot act as an attorney for either party. At the conclusion of the mediation, a Memorandum of Understanding or a Settlement Agreement will be drafted to incorporate all issues agreed upon. Both parties are encouraged to have their own independent attorney during the mediation process for consultation and/or to review all legal documents. Both parties are discouraged from signing any legal documents which have not been reviewed by their attorney. Both parties are also encouraged to have their own accountant or tax advisor review the legal documents and the Memorandum of Understanding for tax ramifications. The mediator will not provide tax advice.
- D. The mediator will often negotiate with the parties in joint session; that is, with the parties together in the same room or during the same conference call. Communications with the mediator regarding issues under negotiation should generally be in the presence of both parties. However, there may also be times when the mediator uses a "caucus" format. A caucus is when the mediator speaks with each party separately – for clarification of issues or further negotiation. A party or the mediator may call for a caucus. A caucus might occur in person during a mediation session, or in a telephone call or e-mail prior to or after a mediation session. The caucus is a common occurrence in mediation and should cause you no concern.

*✓ signed¹ for a Mediator -
Not Special Master, or Judge Pro Terr
Had Andi communicated with me, we wouldn't
have had issue*

- 1) Andi didn't tell me about cancelling cabin Realtor & giving Tom cabin free
- 2) Was not informed of arrest warrant

The caucus is the only time during the mediation process that information could be confidential, unless the information is substantive to the process, which, of course must be shared. All information will be shared at the discretion of the mediator unless requested otherwise. If a party refuses to share substantive information, the mediator may terminate the mediation process. However, if you desire more clarification about the concept of a caucus, please discuss this with your mediator prior to signing the Mediation Agreement and Guidelines.

- E. By signing this Agreement, each of you is affirming that you will fully disclose all pertinent issues relating to the child(ren) (if any) and all income, assets and liabilities. Should either party fail to do so, an Agreement's validity could be questioned by the other party. You are further affirming that you will not hide, transfer or dispose of any real estate or other property during the mediation process without the consent of the other party, nor will you take any steps which would alienate either parent from the child(ren).
- F. The mediator has disclosed any conflicts he/she may have and the parties have waived any conflicts disclosed.
- G. The mediation process may be terminated (a) by the execution of a Memorandum of Understanding or Settlement Agreement by the parties; (b) by notice of the mediator that further efforts at mediation would not prove useful; or (c) by notice of either party that the mediation process is terminated.
- H. The mediation process is to be treated as confidential. Arizona law regarding confidentiality (but not attorney-client privilege) applies to your mediation process and session(s). Information gathered in the mediation process is confidential and privileged (but is not subject to attorney-client privilege), with the exception of any applicable reporting laws. These discussions will be considered settlement negotiations under applicable Rules of Evidence. The mediator will not willingly testify for, or against, either party involved should either party end the mediation process and litigate in court. By signing this Agreement, both parties agree not to subpoena the mediator or any agents of Arizona Mediation Institute, L.L.C., to testify concerning the mediation process or session(s) in any subsequent court actions. No evidence of anything said during the mediation session(s), or of anything prepared for the purpose of the mediation process, shall be admissible in court or subject to discovery unless all parties agree to the disclosure or the disclosure is required by law. The parties should be aware, however, that any evidence that exists independently of the mediation process, even if the evidence is used in connection with mediation session(s), is subject to service of process or subpoena. The rules of confidentiality apply to all communications between the participants before, during, and after the mediation session(s), except that the mediator has a legal duty to report certain situations, such as child abuse and neglect or danger to a party or a third party.

- 3) was lied to because Andi & Amy know appraiser isn't a gemologist
- 4) Andi wouldn't listen - jewelry were gifts
- 5) Andi wouldn't listen, insurance cost Replacement is FRAUD - I gave her policy

- I. Arizona Mediation Institute, L.L.C. is a training institution. From time to time, student mediators will sit in on the mediation session(s) as observers. Students have the same confidentiality mandate as do our mediators. If you object to a student mediator observing your mediation session(s), please so advise your mediator at the first session.
- J. Mediation sessions must be canceled seventy-two (72) hours in advance. If this is not done, the parties will be charged the full cost of the canceled session.
- K. Neither the Arizona Mediation Institute, L.L.C. nor any mediator employed by the Arizona Mediation Institute, L.L.C. shall be liable to any party for any act or omission in connection with the mediation of this matter.
- L. **Mediation sessions are to be paid for at the time of service. At the mediation session, you are required to provide a credit card number to secure your mediation fees. It is impossible to predict the exact amount of time a mediator may spend drafting documents or on other mediation-related work, such as telephone conferences, etc. All time spent by the mediator and/or the staff of Arizona Mediation Institute, L.L.C. in excess of the actual session will be billed according to the time spent and the fees set forth herein. All statements for services rendered are due by the tenth (10th) day of each month. Any outstanding balance not paid by the tenth (10th) day of each month will be charged to the credit card(s) you have provided to Arizona Mediation Institute, L.L.C. for this purpose. By executing this Agreement, you are authorizing those charges to be billed to your credit card.**
- M. At the parties' request, the mediator will prepare the necessary legal documentation to initiate the process with the Court, as well as the documentation necessary to finalize the process. Both parties are strongly encouraged to have independent legal counsel review the documents.
- N. In the event a Qualified Domestic Relations Order ("QDRO") is needed to divide a qualified retirement or pension plan, the mediator will provide a list of attorneys from which the parties can choose an attorney to handle this part of the process as Arizona Mediation Institute, L.L.C. does not prepare QDROs.
- O. Mediation files are kept on site only as long as the parties are involved in mediation. Once a case has settled or mediation has terminated, the file is sent off site and/or saved electronically and retained for three (3) years. After that time, the file is destroyed.

...

...

P. I have read and understand this Mediation Agreement and Guidelines. I understand Arizona Mediation Institute, L.L.C. does not provide legal, financial or tax advice. I further understand that neither Arizona Mediation Institute, L.L.C. nor any of its members, agents or employees is my lawyer, and that there is no attorney-client relationship between Arizona Mediation Institute, L.L.C. or any of its members, agents or employees, and me. I understand I have been directed and encouraged to seek independent legal counsel and tax advice. I further understand by signing this Agreement, I am agreeing to mediate, in good faith, with complete honesty and full disclosure, and am also agreeing I will not subpoena the mediator or any agents or employees of Arizona Mediation Institute, L.L.C. to testify in court in any court action.

(Party) _____ (DATE) _____

(Party) _____ (DATE) _____

The sum of \$ _____ was received this ____ day of _____, 20____, to include the following:

\$ _____ For _____ hours of mediation;
\$ _____ First hour of drafting documents;
\$ _____ Filing Fees (\$338 for initial docs & \$269 for final docs); and
\$ _____ Costs (\$200 flat fee).

RATES: Judith M. Wolf, Mediator \$450/hr
Aris J. Gallios, Mediator \$400/hr
Andi J. Paus, Mediator \$375/hr
Mediation Assistants \$125/hr
Time is billed in tenths of an hour. Partial increments are rounded to the next full tenth of an hour.

ARIZONA MEDIATION INSTITUTE, L.L.C.

By: _____

ARIZONA MEDIATION INSTITUTE, L.L.C.

**3131 E. Camelback Road, Suite 230
Phoenix, AZ 85016
(602) 852-5565**

April 01, 2016


Invoice Number: 15004

Invoice submitted to:

Hutchison, Tom
Hutchison Patty

In Reference To: Hutchison Special Master Work re: Personal Property

Professional Services

		<u>Hours</u>	<u>Amount</u>
03/01/16	AJP Meeting with Tom and Patty re: identification of property, cabin sale.	3.00	1,050.00
03/03/16	AJP Receive and review email from Tom re: physical inventory. Receive and review email re: offer withdrawn.	0.20	70.00
03/04/16	AJP Draft email to Tom and Patty re: entry into the house and Order of Protection. Receive and review response from Tom and draft email re: contact information. Receive and review Order of Protection and Patty's input on third party.	0.30	105.00
03/07/16	AJP Emails to and from parties/counsel re: third party neutral and entry.	0.20	70.00
	AJP Draft Special Master Order re: inventory, access, third party.	0.80	280.00
	AJP Phone conference with third party <u>neutral</u> re: availability and cost. Emails to and from parties/counsel re: inventory, guns, storage unit. Complete order and email to clients. <i>Husband</i>	0.90	
03/08/16	AJP Receive and review email from counsel re: storage unit, gun safe, Call to Mr. Neiman re: key from Patty? Draft email to all re: key and process.	0.30	105.00

*Neutral who Andi Paus recommended is her husband, Steve Neiman
Unethical - Code of Justice -*

COPY

JUL 07 2015 11:00A.M.



MICHAEL K. JEANES, CLERK
E. EVANS
DEPUTY CLERK

Superior Court of Arizona/AZ007035J/0700 18380 N. 40th St Phoenix, AZ 85032

Patricia Hutchison Plaintiff	Thomas Hutchison Defendant	Case No.
Birth Date: _____		This is <u>not</u> a court order.
		PETITION for <input checked="" type="checkbox"/> Order of Protection <input type="checkbox"/> Injunction Against Harassment <input type="checkbox"/> Workplace Injunction

DIRECTIONS: Please read the Plaintiff's Guide Sheet before filling out this form.

- Defendant/Plaintiff Relationship: Married now or in the past Live together now or lived together in the past, Child in common One of us pregnant by the other Related (parent, in-law, brother, sister or grandparent) Romantic or sexual relationship (current or previous) Dating but not a romantic or sexual relationship Other:
- If checked, there is a pending action involving maternity, paternity, annulment, legal separation, dissolution, custody, parenting time or support in Maricopa county.
- Have you or the Defendant been charged or arrested for domestic violence OR requested a Protective Order?
 Yes No Not sure

If yes or not sure, explain:

- I need a Court Order because: (PRINT both the dates and a brief description of what happened):

Date(s) Tell the judge what happened and why you need this order. A copy of this petition is provided to the defendant when the order is served.

~~7/8/2015~~
 7/7/2015
 pjm

When Tom Hutchison moved out of the house during October, 2014 and filed for divorce in November 2, 2014, he has continually entered the Carefree home ignoring the exclusivity of residence ordered by the judge in December. I have changed the locks but to no avail, as he appears in black, sits in my bedroom, has stolen items (Theft#15-016-319) on 7/4/2015. This theft involved stealing my daughter's Government Bonds as well as mine. Tom has left a handgun on my nightstand and a single bullet under my pillow. He sabotages the house, i.e. two recent gas leaks requiring SW Gas to repair. The serious reason is the constant harassment which has caused emotional, mental, and physical issues. I was hospitalized this past December for emotional abuse with his creepy nightly visits, scary whispers throughout home during the night made through a household intercom system. I have called the Sheriff's office on three occasions because of his entry to my home. I am very frightened and pretend I am sleeping so confrontation will not occur which possibly may result in a bullet to my head, or bodily injury. The bullying, intimidating, abuse hasn't stopped as Tom believes he is above the law and sneakily sleeps out to the desert in our very dark, rural desert 2 acre property in Carefree. My housemate is worried also and keeps a bat for protection in bed. Tom's extreme level of hate through this divorce is irrational and his motive is to have me leave the house so he may have it.

Case No. _____

Superior Court of Arizona/AZ007035J/0700 18380 N. 40th St Phoenix, AZ 85032

- 5. The following persons should also be on this Order. As stated in number 4, the Defendant is a danger to them:
Steven Haagenson

- 6. Defendant should be ordered to stay away from these locations, at all times, even when I am not present:
 - Home:
 - Work:
 - School/Others:

- 7. If checked, because of the risk of harm, order the defendant NOT to possess firearms or ammunition.
- 8. If checked, order the Defendant to participate in domestic violence counseling or other counseling. This can be ordered only after a hearing of which Defendant had notice and an opportunity to participate.
- 9. Other: Hank German Shepherd Harley Blk Lab My daughter's pets and with whom he has stopped contact with (for no apparent reason as they use to be very close);

Under penalty of perjury, I swear or affirm the above statements are true to the best of my knowledge, and I request an Order / Injunction granting relief as allowed by law.

COPY

JUL 07 2015

Plaintiff

Attest:  MICHAEL K. JEANES, CLERK / _____ / _____
 Judicial Officer / Clerk / Notary / _____ / _____
 DEPUTY CLERK / _____ / _____
 Date

COPY

JUL 07 2015 11:00AM



MICHAEL K. JEANES, CLERK
E. EVANS
DEPUTY CLERK

TRIAL COURTS OF ARIZONA IN MARICOPA COUNTY

Superior Court of Arizona/AZ007035J/0700 18380 N. 40th St Phoenix, AZ 85032

ORDER OF PROTECTION

Case No.

Court ORI No.

County State

Former Case No.

PLAINTIFF

First Middle Last

v.

DEFENDANT

First Middle Last

Defendant/Plaintiff Relationship: The Defendant and I are

Defendant's Address:

WARNINGS TO DEFENDANT: This Order shall be enforced, even without registration, by the courts of any state, the District of Columbia, any U.S. Territory, and may be enforced by Tribal Lands (18 U.S.C. § 2265). Crossing state, territorial or tribal boundaries to violate this Order may result in federal imprisonment (18 U.S.C. § 2262). As a result of this order, it may be unlawful for you to possess or purchase a firearm or ammunition pursuant to federal law under 18 U.S.C. § 922(g)(8) and/or state, tribal, territorial, or local law. If you have any questions whether these laws make it illegal for you to possess or purchase a firearm, you should consult an attorney.

Only the Court in writing, can change this Order.

This Order is effective for one year from date of service. VERIFY VALIDITY (call Holder of Record):

THE COURT HEREBY FINDS:

That it has jurisdiction over the parties and subject matter.

Additional warnings are set forth on the next page(s).

THE COURT, FINDING REASONABLE CAUSE to believe that Defendant may commit an act of domestic violence or has committed an act of domestic violence within the past year (or good cause exists to consider a longer period), **HEREBY ORDERS:**

NO CRIMES. Defendant shall not commit any crimes, including but not limited to harassment, stalking, or conduct involving the use, attempted use, or threatened use of physical force that would reasonably be expected to cause bodily injury, against Plaintiff or Protected Person(s).

NO CONTACT. Defendant shall have no contact with Plaintiff except through attorneys, legal process, court hearings and as follows: Other: through his attorney.

THE COURT FURTHER ORDERS:

Effective: June 3, 2013

PROTECTED LOCATIONS. Defendant shall not go to or near the Plaintiff's or other Protected Person's:

OTHER ORDERS.

7/7/2015

Date

Judicial Officer

Steven HOLDING

Printed Name

WARNING:

This is an official Court Order. If you disobey this Order, you will be subject to arrest and prosecution for the crime of interfering with judicial proceedings and any other crime you may have committed in disobeying this Order.

ADDITIONAL WARNINGS TO DEFENDANT:

Violations of this Order should be reported to a law enforcement agency, not the court. Both parties must notify this Court if an action for dissolution (divorce), separation, annulment or paternity/maternity is filed. This is NOT a parenting time (visitation) or custody order. You must file those requests separately in Superior Court. If you disagree with this Order, you have the right to request a hearing which will be held within 5 to 10 business days after your written request has been filed in the Court that issued this Order. Nothing Plaintiff does can stop, change, or undo this Order without the Court's written approval. You must appear in Court to ask a judge to modify (change) or quash (dismiss) this Order. **Even if the Plaintiff initiates contact, you could be arrested and prosecuted for violating this protective order. If you do not want the Plaintiff to contact you, you have the right to request a protective order against the Plaintiff. However, orders are not automatically granted upon request. Legal requirements must be met.**

2015

Bullet left under
pillow (Patty)
@ Confere Home.

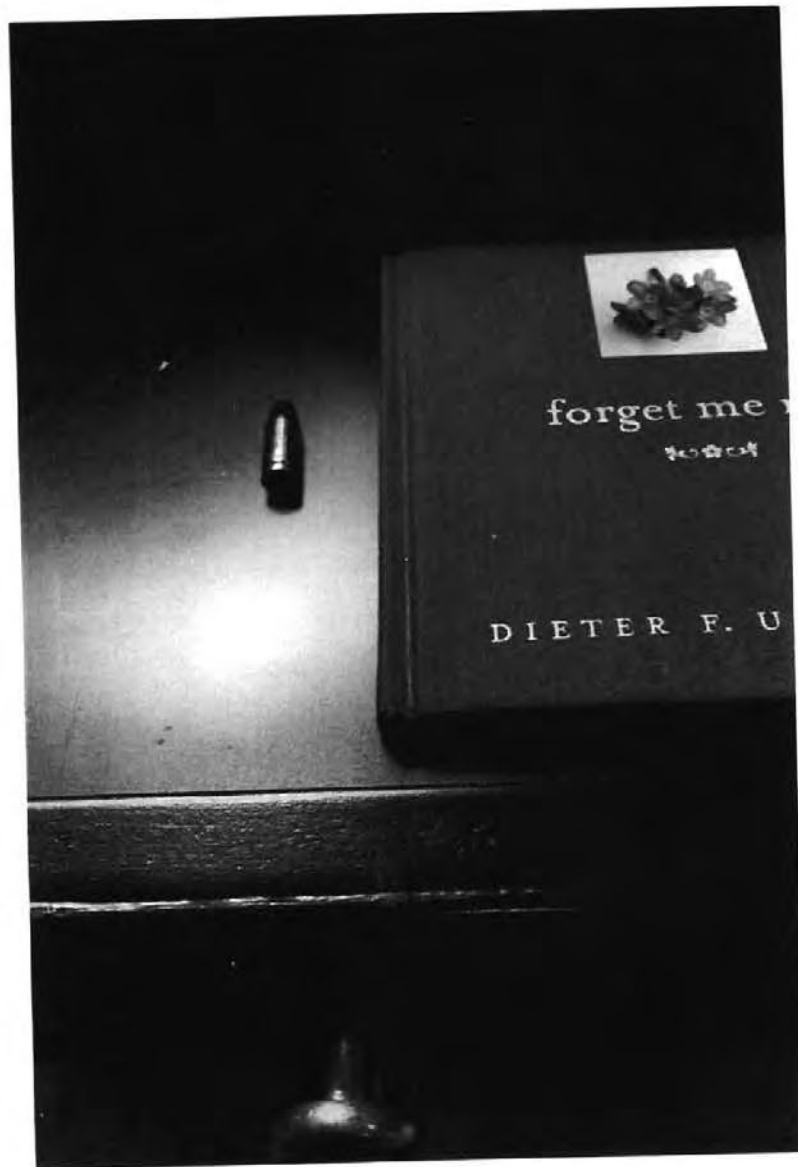
Nov. 2014

on would
Sneak into
Confere home against
Protective Order

WW I. French Knuckle
Knife
\$ 500.00
Part of Tom Hatcher's
Knife Collection.

Notice left hand of
Andi Paus Neutral
Recommendation
Husband Steve Reiman
Nepotism





2nd bullet case
left on my nightstand

Tom's loaded Jeep to take
to sister Barb's place in Florida

13



Thomas Michael Hutchison



Willy Jeep
Tom sold for \$5,000.00
was purchased with
community funds - he
kept full amount in one
of his sales

Fwd: Please Reset Your TeenSafe Password

1 message

Patty Mickle

To: ffi 1 >

Fri, Apr 21, 2017 at 12:08 PM

Forwarded message

From: "TeenSafe" <TeenSafe@eml.teensafe.com>

Date: Apr 19, 2017 10:22 AM

Subject: Please Reset Your TeenSafe Password

To: "Thomas" >

Cc:



Reset Your Passw

*Proof Tom
was in house
& installed
Teen Tracker
on
Pattys phone*

Dear Thomas,

You recently requested to reset the password for your TeenSafe account.

Click here or the button below to reset it.

[Reset Your Password](#)

If you did not request a password reset, please disregard this email. This password reset link is only valid for the next 24 hours.

- TeenSafe Support

Contact Us

If you need help, please contact us at support@teensafe.com, 1-800-245-8598 or log in at TeenSafe.com for live Chat Support. We will be happy to assist.

Aarti,

Witness or perhaps affidavit

Lauren Mickle Bakke

Daughter

On Bar Urness Uniform family law interrogatories document June 5, 2015 to Jolyon Grant

Page 2, line 19, states \$700,00 cash removed from chase safe deposit box #109 by tom Hutchison.



The following paragraph states tom removed \$20,000.00 from the safe deposit box in a number of installments to pay for his daughters wedding fall 2014.

Total lie.

Lauren and Jason paid for their own wedding and held it in our backyard. Lauren was married before and tom and I told her we only pay for one wedding. We did not contribute. Tom didn't pay for his tux rental. Lauren will testify to this, as will Jason.

In the same paragraph, it states tom removed his grandfathers masonic ring and college graduation watch (which he never had). So I am sure these two items are with the coins he still has. He CLAIMS they are missing. Another lie.

Also, tom told bryan bakke, realtor, that he left laurens kitchen table in the carefree garage. In fact, tom left a broken cabin kitchen table and kept (even though both of us requested he return laurens table) Laurens kitchen table with 6 chairs, amish made wood in Michigan was her wedding present and we were storing it at the cabin. His mean-spirited behavior is directed at Lauren and is not community property. He had the perfect cabin kitchen table to use.

		<u>Hours</u>	<u>Amount</u>
1/8/2015	BF Conference with client and Attorney J. Grant regarding possibilities of settlement, accounting for assets, keeping Tom from violating agreement to not enter Wife's residence without specific permission, executing Response to Petition for Dissolution of Marriage	1.5	N/C
1/9/2015	BC File maintenance	0.4	
	JG Draft and revise correspondence to Attorney Urness regarding entering into Stipulation	0.3	
	BF Process for filing and delivery to Court the Response to Petition for Dissolution of Marriage	0.2	
	BF Finalize, scan and e-mail correspondence to Attorney Urness regarding Stipulated Order	0.1	
1/14/2015	JG Receive and review e-mail from Attorney Urness regarding offer of partial settlement of temporary issues	0.2	
	 JG Receive and review e-mail from client regarding Husband not paying any utilities on marital residence, no money from Husband	0.2	
	 JG Receive and review e-mail from Attorney Urness regarding Husband will not agree to split expenses	0.2	
	BF Forward e-mail to client from Attorney Urness and to call to discuss	0.1	
1/15/2015	JG Receive and review correspondence from client regarding cabin land lease bill and Chase Bank statements	0.3	
	BF Draft e-mail to client and Dennis Weener regarding need better list of guns, was not legible	0.1	
1/16/2015	BF Telephone conference with client regarding e-mail from Attorney Urness; Draft e-mail to Attorney Urness regarding client has not received any funds from Husband, mailing address, bills on residence, USDA Forest Service bill on Cabin #4; Telephone conference with Attorney J. Grant and client regarding same, and Husband still entering residence , etc.; Discussion with Attorney J. Grant regarding e-mail to Attorney Urness	0.6	
1/21/2015	JG Receive and review e-mail from client regarding brother in town, received \$2,500 from Tom, how was payment derived, bills, etc.	0.2	
1/22/2015	BC File maintenance	0.3	
1/28/2015	BF Telephone conference with client regarding Tom in house again , three things he did, bill paid, etc.	0.2	

GRANT CREIGHTON & GRANT PLC

ATTORNEYS AT LAW
5050 NORTH 40TH STREET
SUITE 340
PHOENIX, ARIZONA 85018
TEL: (480)222-2500

Jolyon Grant - Attorney at Law
Certified Family Law Specialist
jgrant@gcgfamilylaw.com

Trevi Grant - Attorney at Law
tgrant@gcgfamilylaw.com

Bertha L. Flores - Paralegal
bflores@gcgfamilylaw.com

File Number
2014-743

STATEMENT

Patricia Mickle Hutchison

January 31, 2015
In Reference To: Hutchison Dissolution

Professional Services

		<u>Hours</u>	<u>Amount</u>	
1/2/2015	JG	Receive and review correspondence from Attorney Urness regarding settlement proposal of 12/29	0.3	
1/5/2015	BF	Telephone call to client regarding correspondence from Attorney Urness regarding settlement proposal and to set appointment	0.2	N/C
	BF	Scan and e-mail correspondence to client from Attorney Urness regarding settlement proposal; Receive and review voicemail from client to e-mail letter to Dennis Weener; Draft e-mail to Dennis Weener with letter	0.2	
1/7/2015	JG	Research regard social security income	0.3	
1/8/2015	JG	Conference with client and Paralegal Flores regarding possibilities of settlement, accounting for assets, keeping Tom from violating agreement to not enter Wife's residence without specific permission	1.5	
	JG	Telephone conference with Attorney Urness regarding stipulation, settlement, etc.; Draft correspondence to Attorney Urness regarding the need to execute the Stipulation, etc.	0.5	

Items from cabin house not allowed to be appraised

Room	Item
Hallway Closets	Champion Gun safe plus Swarovski binoculars and gun holsters Knife collection, coin collection and World Cane Collection. Medation denied Mrs. Hutchison appraisals. Cleaning equipment (assorted)
Living Room	Copper Cookware Antique bathtub Old Philco radio Holster collection
Loft	2 binoculars Caps, belts, clothing, etc. 4 wooden storage chests

Note: Mediation denied Patty's daughter her wedding gift - Kitchen table with 6 chairs. Grand daughter Paige's small vanity & chair, hope chest and one yellow leaf table.

Note: Mr. Hutchison was given cabin and 100% of all furnishings. During mediation Mrs. Hutchison was told to split Carefree property furnishings currently at cosignment shop with 40% arrangement. Admiral Nelson grandfather clock from Carefree home was given to Mr. Hutchison, his value price \$9,600. Mediation denied 1/2 value to wife.

Coin Collection - See attachments

Mr. Hutchison claims value of coins are \$8,200, but during Mrs. Hutchison's supervised cabin inventory many additional coins were found and has pictures of proof.

No Treatment
- only guns
Patty - Mayo Records for missed deadlines
give Tom
1157
apt. cost

FILED
1-26-16 9:35am
MICHAEL K. JEANES, Clerk

BAR URNESS
ATTORNEYS AT LAW

Bar Urness, PLC
14901 N. Scottsdale Road, Suite 302
Scottsdale, Arizona 85254
Telephone: (480) 718-5803
Facsimile: (480) 718-5809
amy@barurness.com

Amy M. Urness, #025168
Roie M. Bar, #025272
Attorneys for Petitioner

page 17
Tom breached
info on BC/BS
Tom
Item #26
and breached
sale of cabin

#4 Bud
#5 - Tom owes
- " "
1/2 of appraisals
house
jewelry
guns

1/2 of
2015
tax est

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

THOMAS M. HUTCHISON,
Petitioner,

v.

PATRICIA MICKLE HUTCHISON,
Respondent.

Case No. FN2014-051373

**CONSENT DECREE OF LEGAL
SEPARATION
(NON-COVENANT MARRIAGE
WITHOUT MINOR CHILDREN)**

#10
#11
Repairs
+ cabin
to be
sold
and
given to
him
#14
capital
one
- carefree
with her
#15
add more
Repairs
than
listed

The parties, Thomas M. Hutchison, hereinafter "Husband," by and through undersigned counsel, and Patricia Mickle Hutchison, hereinafter "Wife", by and through undersigned counsel, hereby submit the following Consent Decree of Legal Separation. The parties acknowledge that this agreement is entered into voluntarily and free from undue influence and/or duress.

THE COURT FINDS:

1. This matter was originally filed as a dissolution proceeding. During the course of this action the parties agreed to convert the dissolution proceeding to a legal

1 separation proceeding. Now, therefore, this matter has come before this Court for a
2 Decree of Legal Separation. The Court has taken testimony needed to enter a Decree or
3 the Court has determined testimony is not needed to enter the Decree.

4 **2. Jurisdiction.** This Court has jurisdiction over the parties and subject matter
5 jurisdiction. More than 60 days have elapsed since service of process was made upon
6 Wife on November 21, 2014.

7 **3. 90 Day Requirement.** At the time this action was commenced, both parties
8 were domiciled in Maricopa County, Arizona, and that such domicile had been
9 continuously maintained for more than ninety (90) days preceding the filing of this
10 action.

11 **4. Separate and Apart.** Pursuant to A.R.S. 25-313, the marital relationship
12 heretofore existing between the parties is irretrievably broken and the parties desire to
13 live separate and apart.

14 **5. No Objection.** This matter was initially filed as a Dissolution proceeding.
15 Pursuant to the Court's Minute Entry, dated October 13, 2015, this matter was converted
16 from a dissolution to a legal separation. Neither party objects to the legal separation and
17 both parties have agreed that neither party shall move to convert this case from a legal
18 separation to a dissolution proceeding until **AFTER** Wife has qualified for Medicare and
19 is covered.

20 **6. Conciliation Provisions.** The conciliation provisions of A.R.S. § 25-381.09
21 do not apply or have been met.

22 **7. Non-Covenant Marriage.** This marriage is not a covenant marriage. The
23 parties were married on October 7, 1991 in Howell, Michigan.

24 **8. Minor Children.** There are no minor children common to the parties and
25 Wife is not pregnant.

1 9. **Terms of Agreement.** The Property Settlement Agreement entered into
2 between the parties is fair and reasonable under the circumstances and the division of
3 property and debt is fair and equitable. To the extent the Court has jurisdiction to do so,
4 the Court has considered, approved or made provisions for the maintenance of either
5 spouse and the disposition of the property.

6 10. **Spousal Maintenance.** The parties agree that Wife is entitled to receive an
7 award of spousal maintenance. The parties were married for 24 years. Husband was
8 employed by Ford or a subsidiary of Ford for almost 30 years and Wife never worked.
9 During the course of these proceedings Husband has been paying to Wife the sum of
10 \$2,500 per month as and for spousal maintenance. The parties agree that Husband will
11 continue to pay Wife \$2,500.00 per month until (1) the QDRO is complete **and** (2) Wife
12 receives her first pension benefit payment. - *if divorced*

13 The first day of the month following the occurrence of the two above events, Wife
14 shall receive a total of \$2,400.00 per month gross from the pensions and spousal
15 maintenance combined. The parties have estimated Wife's interest in the pensions to be
16 \$1,277.00. Husband shall pay Wife the amount above and beyond the interest in the
17 pensions to ensure she receives a total of \$2,400.00 per month until April, 2020 or until
18 Wife makes a claim **and** receives her first payment on his Social Security, whichever is
19 sooner. In the event Wife's community interest in the pensions is less than \$1,277.00,
20 Husband's spousal maintenance obligation will increase accordingly to ensure Wife
21 receives \$2,400 per month. In the event Wife's community interest in the pensions is
22 more than \$1,277, Husband's spousal maintenance obligation will decrease accordingly
23 as long as Wife is receiving \$2,400 per month from the two sources (pensions and Social
24 Security). *2,400.00 His Social Security. I Receive my own*

25 In addition to the above, Husband shall pay Wife's monthly health and dental
insurance premiums, until Wife has advised Husband that she is enrolled and covered by

benefits

1 Medicare to avoid any lapse in coverage for Wife. Pursuant to the terms of Husband's
2 health insurance plan through Ford, Husband must remain enrolled in the Health
3 Reimbursement Arrangement ("HRA") in order for Wife to qualify for health insurance
4 coverage under his plan. Husband shall take any and all steps necessary to ensure that he
5 is continuously enrolled in the HRA.

6 Pursuant to A.R.S. §25-319(C), the parties have agreed that the spousal
7 maintenance award, including the payment of the health and dental insurance premiums,
8 shall be non-modifiable. Both parties agree that this provision respecting waiver of
9 modification of spousal maintenance has been made an integral and inseparable part of
10 this Agreement. Regardless of any future changes of circumstances as to either or both
11 parties, each has expressly and forever waived any right in the future to seek a
12 modification of the spousal maintenance, either on a temporary or permanent basis.

13 ✱ 11. **Division of Property.** The parties acknowledge that the division of property
14 and debt as set forth in the Property Settlement Agreement, attached hereto as Exhibit A
15 to this Consent Decree of Legal Separation, and incorporated herein by reference, but not
16 merged, is fair and equitable, under the circumstances and is intended to be a final
17 disposition of their property.

18 12. **Right to Trial is Waived.** Both parties understand that by signing this
19 Consent Decree of Legal Separation, they are waiving their right to a trial before a judge.

20 13. **Restoration of Name:** Wife requests that her name be restored to **PATRICIA**
21 **JEAN MICKLE.**

22 14. **Attorney's Fees:** Each party shall bear their own attorney's fees and costs in
23 this matter. *Maureen*

- 24 */// ✱ 1) Bud's maintenance - cash pymts*
/// 2) capital one pymt. from Tom
3) Repairs

1 THE COURT ORDERS:

2 1. **LEGAL SEPARATION.** The parties are hereby legally separated.
3 Hereafter, neither party shall move to convert this case from a legal separation to a
4 dissolution proceeding until **AFTER** Wife has qualified for Medicare and is covered.

5 2. The Property Settlement Agreement attached hereto as Exhibit A is hereby
6 approved, confirmed and ratified by the Court and the parties are ordered to abide by
7 each and every term therein.

8 3. **PROPERTY, DEBTS AND TAX RETURNS.**

9 (a) Each party is ordered to pay his/her debt according to the Property
10 Settlement Agreement attached hereto as "Exhibit A." *

11 (b) This Decree can be used as a transfer of title and can be recorded;
12 however, the parties shall sign any and all documents necessary to complete all transfers
13 of title ordered in this decree, such as motor vehicles, real property, and financial
14 institution accounts. *Capital One*

15 (c) Pursuant to the terms of the Property Settlement Agreement, the
16 parties will file joint tax returns for 2015 and share any refund or liability equally. The
17 parties will file separate tax returns beginning with 2016 and each calendar year
18 thereafter. The parties shall equally divide the long-term capital loss carryover in the
19 amount of \$46,602 with each party receiving \$23,301. Each party is required to provide
20 the other party with all necessary documentation required to file their respective tax
21 returns.

*tax
fee
\$ 250.00
1/2 Tom
• \$300.00
JEEP taxes*

22 4. **ATTORNEY'S FEES.** Each party shall pay their respective attorney's fees
23 and costs.

24 5. **QUALIFIED DOMESTIC RELATIONS ORDER (QDRO).** QDROs are
25 necessary in this matter. The parties agree to retain Georgia Wilder to prepare the
necessary QDROs to divide the pensions. The parties shall split the cost of Ms. Wilder's

1 fees.

2 6. **ACKNOWLEDGMENT.** The parties have acknowledged that this Consent
3 Decree of Legal Separation is executed without undue influence or duress of any kind.
4 The parties hereby acknowledge that they have had the opportunity to review this
5 Consent Decree of Legal Separation and the attached Property Settlement Agreement
6 prior to execution and each has obtained the advice of counsel prior to signing.

7 7. **RESTORATION OF NAME.** Wife's name is hereby restored to
8 **PATRICIA JEAN MICKLE.**

9 8. **FINAL APPEALABLE ORDER.** Pursuant to Rule 81 of the Family Law
10 Rules of Procedure, this final judgment/decrece is settled, approved and signed by the
11 Court and shall be entered by the Clerk.

12
13 DATED: JANUARY 22, 2016.

14 BY THE COURT:

15
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23 ///

24 ///

25

1 **Approved as to Form and Content:**

2 see attached

3 THOMAS M. HUTCHISON

_____ Date

4
5 On this ____ day of January, 2016, before me the undersigned authority personally
6 appeared **Thomas Hutchison**, known to me to be the person whose name is subscribed to
7 the foregoing instrument and who acknowledged to me that he executed the same for the
8 purposes contained therein. In witness whereof, I have hereunto set my hand and official
9 seal.

10 My Commission Expires

_____ Notary

11
12 **Approved as to Form and Content:**

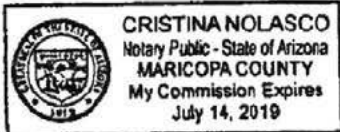
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16 PATRICIA MICKLE HUTCHISON

_____ Date
17 1/21/2016

18 On this 21st day of January, 2016, before me the undersigned authority personally
19 appeared **Patricia Hutchison**, known to me to be the person whose name is subscribed to
20 the foregoing instrument and who acknowledged to me that she executed the same for the
21 purposes contained therein. In witness whereof, I have hereunto set my hand and official
22 seal.

23 My Commission Expires

_____ Notary



1 **Approved as to Form and Content:**

2
3 01-14-2016

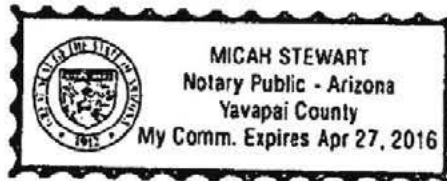
4 THOMAS M. HUTCHISON

Date

5 On this ___ day of January, 2016, before me the undersigned authority personally
6 appeared **Thomas Hutchison**, known to me to be the person whose name is subscribed to
7 the foregoing instrument and who acknowledged to me that he executed the same for the
8 purposes contained therein. In witness whereof, I have hereunto set my hand and official
9 seal.

10 April 27, 2016
My Commission Expires

Notary



11
12 **Approved as to Form and Content:**

13
14
15
16 PATRICIA MICKLE HUTCHISON

Date

17 On this ___ day of January, 2016, before me the undersigned authority personally
18 appeared **Patricia Hutchison**, known to me to be the person whose name is subscribed to
19 the foregoing instrument and who acknowledged to me that she executed the same for the
20 purposes contained therein. In witness whereof, I have hereunto set my hand and official
21 seal.

22
23 My Commission Expires

Notary

1 **Approved as to Form Only:**

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Amy M. Urness, Esq.
Attorney for Thomas Hutchison
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Aarti Bhaga, Esq.
Attorney for Patricia Hutchison
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EXHIBIT A
PROPERTY SETTLEMENT AGREEMENT
Hutchison v. Hutchison

Whereas, Thomas Hutchison (hereinafter "Husband") and Patricia Hutchison, (hereinafter "Wife") are living separate and apart and to arrange their obligations for their legal separation, Husband and Wife have agreed as follows:

1. The parties acknowledge that they were lawfully married on October 7, 1991 in Howell, Michigan and are currently Husband and Wife.

2. The parties warrant to one another that they have made complete disclosure of financial matters or that they are satisfied with the amount of disclosure they have received, and each has a basic understanding of the nature and extent of the community property, community debt and community income.

3. The parties acknowledge that they have had the opportunity to consult with attorneys and other advisors of their choosing regarding their rights and duties pursuant to the terms set forth herein.

4. This Agreement shall be construed in accordance with the laws of the State of Arizona. This Agreement and its exhibits were drafted initially by attorneys for Husband as a matter of convenience only and no provision of this Agreement shall be construed for or against either party as a result of a party's representative being the initial drafter. Wife and her counsel have had the opportunity to review and revise this Agreement and Wife acknowledges having made significant and substantial revisions to the same.

5. Except as otherwise provided for herein, Husband shall assume any debts from the date of service the Dissolution Petition in his own name and hold Wife harmless from the same.

7
capital
one
before
dissolution

1 6. Except as otherwise provided for herein, Wife shall assume all debts
2 incurred from the date of service of the Dissolution Petition in her name and will hold
3 Husband harmless from the same.

4 7. Neither party shall incur any further credit card debt which may result in
5 joint liability. In the event that either party does incur such a debt on a joint credit card of
6 the parties after this Agreement, he/she shall be solely responsible for the same and hold
7 the other party harmless thereon.

8 **Health Insurance:** Husband shall pay Wife's monthly health and dental insurance
9 premiums until Wife has advised Husband that she is enrolled in and covered by
10 Medicare to avoid any lapse in coverage for Wife. Pursuant to the terms of Husband's
11 health insurance plan through Ford, Husband must remain enrolled in the Health
12 Reimbursement Arrangement ("HRA") in order for Wife to qualify for health insurance
13 coverage under his plan. Husband shall take any and all steps necessary to ensure that he
14 is continuously enrolled in the HRA. Husband is already covered by Medicare.

15 8. **Real Property:**

16 The parties own two residences:

17 a. The first residence is located at

18 (hereinafter the "Carefree home") and is legally described as

19 follows:

20
21
22 Title to the Carefree home is held as Thomas Hutchison and Patricia Hutchison,
23 husband and wife, as joint tenants with right of survivorship.

24 Pursuant to the parties' Partial Settlement Agreement, dated September 16, 2015,
25 and filed on September 22, 2015, "[t]he parties agree to list both real properties for sale

No
BC/B5
password
p.m.
co-pay
+ deductible
No
pin #

Cabin & Carefree

1 and sell them in a commercially reasonable manner." The Carefree home is on the market
2 to be sold and the net proceeds from the sale of the property will be divided equally
3 between the parties, after the payment of any offsets owed to either party as and for
4 reimbursement of repairs and after payment of the reimbursement of the inheritance
5 money owed to Wife's children as set forth more fully below.

6 (b). The second residence is a cabin in the National Forest. The parties have the
7 right to use the National Forest land pursuant to a permit for a residence on National
8 Forest System lands for personal, noncommercial recreational use on the Prescott
9 National Forest (hereinafter the "Cabin"). The permit covers .31 acres and is legally
10 described as:

11
12
13
14
15 The holder of the Term Special Use Permit for Recreation Residences for the
16 Cabin is Tom and Patty Hutchison.

17 Husband is currently attempting to sell the Cabin, without a Realtor, through a
18 private sale to a known interested buyer. If Husband is able produce a deal with the
19 private buyer, that is agreeable to Wife in all respects, on or before February 29, 2016,
20 the Cabin will be sold through said private sale. In the event the Cabin does not have a
21 legally binding sales contract executed on or before February 29, 2016, the Cabin shall be
22 listed on the market with Realtor, Randy Hamman on March 1, 2016. The net proceeds
23 from the sale of the Cabin will be divided equally between the parties.

24 9. **Vehicles:** Wife shall be awarded the 2013 Jeep Rubicon without any offset
25 to Husband. Husband has executed the title to transfer the Jeep to Wife. Said title is in

1 Husband's counsel's possession. Husband's counsel shall provide the original executed
2 Jeep title to Wife's counsel on or before January 22, 2016. Husband shall be awarded the
3 1997 Lincoln and Suzuki Motorcycle without any offset to Wife.

4 10. **Bank Accounts:** The parties equally divided the community bank accounts
5 prior to Husband's filing of the Petition for Dissolution of a Non-Covenant Marriage
6 without Minor Children.

7 11. **Retirement Accounts:** Husband is a participant of two pensions with Ford
8 Motor Company: (1) Ford General Retirement Plan (GRP) and (2) Visteon Pension Plan
9 (VPP). The parties agree to retain Georgia Wilder to calculate Wife's community interest
10 in the pensions. The parties further agree that Ms. Wilder's fees shall be shared equally.

11 12. **Survivor Benefits:** At Husband's retirement, the parties selected the
12 Automatic Surviving Spouse Method of payment for Husband's GRP and VPP pension
13 benefits. As a result, there is a surviving spouse benefit associated with each pension.

14 a. As to the GRP, Wife shall remain the beneficiary of the Surviving
15 Spouse benefit and said designation shall be irrevocable, even in the event of a later
16 divorce. Because there are both contributory and non-contributory portions of this
17 retirement plan, Lauren Mickle and Jennifer Hutchison shall remain as the contingent
18 beneficiaries to receive any remaining contributions after Wife's death and said
19 designation is also irrevocable, even in the event of a later divorce.

20 b. As to the VPP, Wife shall remain the beneficiary of the Surviving
21 Spouse benefit and said designation shall be irrevocable, even in the event of a later
22 divorce.

23 13. **Life Insurance:** As part of his benefit package, Husband has three life
24 insurance policies as part of Husband's former employment with Ford Motor Company.
25 Husband's life insurance policies shall be awarded as follows:

a. Basic Life Insurance Policy (BLI) with a death benefit of \$25,000: Wife

1 shall
2 remain as beneficiary of this policy and said designation shall be irrevocable, even in the
3 event of a later divorce.

4 b. Dependent Optional Life Policy – Spouse with a death benefit of
5 \$50,000. Wife is the insured. As the Ford Motor Company retiree, Husband is the
6 mandatory beneficiary of this policy. Husband has been paying the premiums on this
7 policy; this policy is awarded to Husband and he can maintain or terminate the policy.

8 c. Dependent Optional Life Policy – Child with a death benefit of
9 \$40,000. As the Ford Motor Company retiree, Husband is the mandatory beneficiary of
10 this policy. Husband has been paying the premiums on this policy; this policy is awarded
11 to Husband and he can maintain or terminate the policy.

12 14. **Debt/Reimbursement:**

13 a. **Credit Card debt:** In addition to any debts, obligations and liabilities
14 expressly assumed by Husband and/or Wife as a result of the transfer of any asset to
15 him/her as set forth in this Agreement, it is also agreed as follows:

16 Wife hereby assumes the following debts, obligations and liabilities as her sole
17 and separate obligation and she shall indemnify and hold Husband harmless from same:

- 18 *Tom* → i. Capital One Visa Card with the approximate
19 balance of \$14,871.23;
- 20 ii. Chase Freedom Card with the approximate
21 balance of \$19,795.72; and
- 22 iii. Capital One Venture Card ending in with the approximate
23 balance of \$10,000.

24 Husband assumes the following debts, obligations and liabilities as his sole and
25 separate obligation and he shall indemnify and hold Wife harmless from same:

- i. Chase Southwest Visa Card with the approximate balance of

1 \$598.13.

capital one

2 The parties agree and understand that the terms of this Property Settlement
3 Agreement regarding the division of debts do not bind third party creditors, nor does said
4 Agreement impair the rights of third party creditors to seek collection of debts from either
5 party.

6 b. **250,000 inheritance owed to** The
7 parties owe Wife's children from a prior marriage,
8 reimbursement of their inheritance from their father's passing in the amount of \$250,000.
9 The \$250,000 shall be paid \$125,000 to and \$125,000 to
10 from the sale of the Carefree residence directly from escrow.

11 c. **Carefree home property tax:** The property taxes are currently delinquent
12 on the Carefree home and any unpaid balance (with interest) will be paid through the
13 close of escrow.

14 *LIE* d. **Southwest Visa credit card in the amount of \$13,000:** Husband paid
15 the community credit card balance with community funds and there is no reimbursement
16 or offset owed.

17 e. **Carefree and Cabin Utilities:** The parties agree that no offsets or
18 reimbursements are owed to either party for the Carefree-related and Cabin-related
19 utilities for 2014 and 2015. Proceeding forward, Wife shall continue to have exclusive
20 use of the Carefree home and shall be responsible for all Carefree-related utilities.
21 Husband shall continue to have exclusive use of the Cabin and shall be responsible for all
22 Cabin-related utilities. The parties agree to equally split the cost of State Farm insurance
23 for each residence and the landscaper for the Carefree home.

?
unfair split due to protection order

24 f. **Repairs:** Pursuant to the parties' Partial Settlement Agreement, dated
25 September 16, 2015, and filed on September 22, 2015, the parties shall equally divide the
costs of agreed upon repairs by either splitting the cost at the time of the repair or

Cabin has 0 utilities - off Grid-

proposed

He never Re-imbursed
- maintenance, Repairs
more than listed
- capital one - \$16,000.00

in both names



1 reimbursing the paying party at the close of escrow. Currently, Husband owes Wife one-
2 half of the following for repairs on the Carefree home:

- 3 1. \$1,300 for Kevin Boutin, Home Care Specialist;
- 4 2. \$199.14 for MWPS, Inc./Kinetico Water;
- 5 3. \$315.31 for Barbecue Doctor, Inc.; and
- 6 4. \$288 for ClearPro Window & Carpet Cleaning.

7 15. **Personal Property:** The parties have not divided personal property. The
8 parties agree that Andi Paus shall be appointed as Special Master for the purposes of
9 dividing personal property. The parties further agree that they will each pay one-half of
10 the Special Master's fees subject to reallocation by the Special Master if deemed
11 appropriate.

12 16. **Spousal Maintenance.** Wife is entitled to an award of spousal maintenance.
13 During the course of these proceeding Husband has been paying Wife the sum of \$2,500
14 per month as and for spousal maintenance. Husband will continue to pay Wife \$2,500.00
15 per month until (1) the QDRO is complete **and** (2) Wife receives her first pension
16 benefit.

17 The first day of the month following the occurrence of the two above events, Wife
18 shall receive a total of \$2,400.00 per month gross from the pension and spousal
19 maintenance combined. The parties have estimated Wife's interest in the pension to be
20 \$1,277.00. Husband shall pay Wife the amount above and beyond the interest in the
21 pension to ensure she receives a total of \$2,400.00 per month until April, 2020 or until
22 Wife makes a claim on **and** receives her first payment from his Social Security
23 whichever is sooner. In the event Wife's community interest in the pensions is less than
24 \$1,277.00, Husband's spousal maintenance obligation will increase accordingly to ensure
25 Wife receives \$2,400 per month. In the event Wife's community interest in the pensions
is more than \$1,277, Husband's spousal maintenance obligation will decrease

I get my own

1 accordingly as long as Wife is receiving \$2,400 per month from the two sources
2 (pensions and Social Security). *His Social Security \$2,080.00*

3 Additionally, Husband shall be responsible to pay Wife's monthly health and
4 dental insurance premiums until Wife has advised Husband that she is enrolled in and
5 covered by Medicare to avoid any lapse in coverage for Wife. Pursuant to the terms of
6 Husband's health insurance plan through Ford, Husband must remain enrolled in the
7 Health Reimbursement Arrangement ("HRA") in order for Wife to qualify for health
8 insurance coverage under his plan. Husband shall take any and all steps necessary to
9 ensure that he is continuously enrolled in the HRA.

10 Pursuant to A.R.S. §25-319(C), the parties have agreed that the spousal maintenance
11 award, including the payment of the health and dental insurance premiums, shall be non-
12 modifiable. Both parties agree that this provision respecting waiver of modification of
13 spousal maintenance has been made an integral and inseparable part of this Agreement.
14 Regardless of any future changes of circumstances as to either or both parties, each has
15 expressly and forever waived any right in the future to seek a modification of the spousal
16 maintenance, either on a temporary or permanent basis.

17 **17. Debts Associated With Property:** If any debts are associated with the
18 items of property divided herein including, but not limited to, lease terms, taxes,
19 insurance, etc., the party receiving the property shall assume the debt and hold the other
20 party harmless therefrom and will indemnify the other in the event of a collection
21 attempt.

22 **18. Unknown Tax Obligations:** Unknown tax obligations for any prior year,
23 which may become known in the future, shall be paid by equally by the parties. Any
24 unknown tax refund for any prior year, which may become known in the future, shall be
25 equally divided by the parties.

★
copays?
deductible?

1 19. **Hidden Property:** If either party has hidden property which is community
2 property that has not been specifically divided by this Agreement or pursuant to the
3 personal property Special Master, said property shall be subject to distribution at a later
4 time.

5 20. **Non-covered Medical Expenses:** The parties agree to pay his/her own
6 non-covered medical expenses.

7 21. **Taxes:** The parties agree that they will file taxes jointly for 2015. The
8 parties shall be jointly liable for any liability and shall also share equally any refunds
9 received. The parties acknowledge that the documentation for the 2015 will be mailed to
10 the Carefree residence and Wife shall provide all documents received to Husband through
11 counsel. The parties agree that beginning with tax year 2016, each party will file separate
12 State and Federal Tax returns.

13 The parties shall equally divide the long-term capital loss carryover in the amount
14 of \$46,602 with each party receiving \$23,301.

15 22. **Final Agreement:** The parties agree that this Agreement is intended to be
16 a final disposition of marital matters agreed upon herein. This Agreement may be
17 introduced into evidence as an exhibit and incorporated into any final Decree of Divorce.

18 23. **Possible Tax Consequences:** The parties recognize that there could be tax
19 consequences as a result of any of the transactions contained herein. The parties
20 acknowledge that they have not been provided any advice by their respective attorneys
21 with regard to any tax consequences and that each party has had the opportunity to seek
22 such advice from an accountant or tax expert of his or her choosing prior to entering into
23 this Agreement.

24 24. The parties agree that in the event of a breach of this Agreement, the
25 prevailing party is entitled to attorney's fees.

1 25. There is no other contract, oral or written, between the parties relative to the
2 matters delineated herein. No promises, warranties or representations of any nature have
3 been made, other than as specified in this Agreement, to induce either party to enter into
4 this Agreement. The parties hereto acknowledge that neither of them has been unduly
5 influenced in any way by the other in the making or executing of this Agreement.

6 26. Any changes in the terms and/or conditions of this Agreement shall be in
7 writing, executed by both parties (or designated counsel) and shall become a part of this
8 original Agreement. Said changes may be submitted to the Court for approval as an order.

Kim
?

9 27. Except as otherwise expressly provided in this Agreement, each and every
10 covenant and agreement herein contained shall inure to the benefit of, and shall be
11 binding upon, the personal representatives, heirs, assigns, legatees, devisees,
12 administrators and executors of the parties hereto, and no provision of this Agreement
13 shall ever be deemed or construed to be made for the benefit of any person other than the
14 two parties who have executed this Agreement, and their respective personal
15 representatives, heirs, assigns, legatees, devisees, administrators and executors.

16 28. Absent a valid will with provisions to the contrary executed subsequent to
17 this Agreement, each party hereby: (a) waives and releases any right or interest, whether
18 by law or dower or curtesy, or otherwise, in law, to or in all real or personal property
19 which the other party may now own or hereafter acquire; (b) agrees that the estate of the
20 other party, real and personal, shall go and belong at the death of that party to the
21 person(s), other than Husband or Wife, who would have become entitled thereto; (c)
22 waives all right to letters of administration upon the estate of the party; and (d) waives his
23 or her right of election and every other right granted by the laws of any jurisdiction to
24 take against any will of the other party, if such will shall have been executed before the
25 date of this Agreement.

1 29. Husband and Wife shall execute any and all documents or instruments
2 necessary to transfer real or personal property in accordance with this Agreement or to
3 effectuate the intent and purpose of this Agreement and the Decree of Legal Separation,
4 including, but not limited to, all instruments, deeds, conveyances, powers of attorney,
5 authorizations, indemnities, trust termination documents, notices, directions or approvals
6 to terminate credit, and other similar documents reasonably required to give effect to this
7 Agreement and the Decree. Notwithstanding the foregoing, neither party shall be
8 required to assume liability for any obligation or payment of money or to incur any
9 liability other than as expressly required by this Agreement.

10 30. The provisions of this Agreement should be enforced to the fullest extent
11 possible under the law and public policies applied in each jurisdiction in which
12 enforcement is sought. If any particular provision of this Agreement, or portion thereof, is
13 held to be wholly invalid or unenforceable, this Agreement shall be deemed amended to
14 delete therefrom that portion thus adjudicated invalid and the deletion shall apply only
15 with respect to the operation of said provision. To the extent a provision of this
16 Agreement, or portion thereof, is deemed unenforceable by virtue of its scope, but may
17 be made enforceable by limitation thereon, each party agrees the same shall be
18 enforceable to the fullest extent permissible under the laws and public policies applied in
19 the jurisdiction in which enforcement is sought.

20 31. Notwithstanding the foregoing, if deletion of a portion of this Agreement
21 results in the distribution of property between the parties set forth herein becoming
22 inequitable, this Agreement shall be reformed by a Court of appropriate jurisdiction, if
23 Husband and Wife are not able to otherwise agree, to provide for an equitable distribution
24 of property and obligations or offsetting money judgment based upon the property and
25 obligations being divided upon the effective date of this Agreement.

1 32. Each party hereto shall bear his or her own attorney's fees and costs
2 incurred in this matter.

3
4 **IN WITNESS WHEREOF**, the parties have signed, sealed and acknowledged this
5 Agreement.

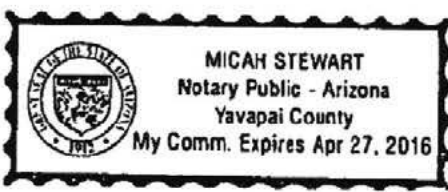
6
7 _____ 01-14-2016
8 Thomas Hutchison (Date

9 STATE OF ARIZONA)
10) ss.
11 County of Maricopa)

12 On this 14th day of January, 2016, before me the undersigned authority personally
13 appeared **Thomas Hutchison**, known to me to be the person whose name is subscribed to
14 the foregoing instrument and who acknowledged to me that he executed the same for the
15 purposes contained therein. In witness whereof, I have hereunto set my hand and official
16 seal.

17 _____
Notary Public

18 My Commission Expires: Apr 27, 2016



Separation & Cabin Document

The parties agree to convert the matter to a legal separation with the primary goal to allow wife to maintain health benefits through husband's provider.

They agree to maintain the separation until wife is medicare eligible.

The parties agree to list both real properties for sale and sell them in a commercially reasonable manner. The proceeds will be equally divided after any agreed upon ~~with~~ offsets.

The listing shall occur within 60 days.

The parties will meet and confer to settle personal property issues. If personal property is not settled the parties will appoint a special master to divide personal property.

Any repairs necessary for sale of the residences will be agreed upon prior to the repair. The parties shall equally divide the costs of agreed upon repairs by either splitting at the time of the repair or reimbursing at the close of escrow.

The parties will agree upon the real estate agents for each property by no later than October 1, 2015. The attorney will assist with choosing realtors for the property.

9/16/15

9-16-15

09-16-2015

09-16-2015

85383

COPY

SEP - 2 2016



MICHAEL K. JEANES, CLERK
C. LOPEZ
DEPUTY CLERK

1 Andi J. Paus, #018506
2 **ARIZONA MEDIATION INSTITUTE**
3 3131 E. Camelback Rd., Ste. 230
4 Phoenix, Arizona 85016
5 (602) 852-5565
6 Fax: (602) 889-6803
7 andi@arizonamediation.com

8 Special Master

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

10 **IN AND FOR THE COUNTY OF MARICOPA**

11 In Re the Matter of:

12 **THOMAS M. HUTCHISON,**

13 Petitioner,

14 and

15 **PATRICIA JEAN MICKLE,**

16 Respondent.

17 Case No.:

18 **SPECIAL MASTER ORDER RE:**
19 **DIVISION OF PROPERTY**

20 The undersigned was appointed as the Special Master in the above-captioned
21 matter for the purposes of dividing personal property. After review of the pleadings, the
22 Special Master's knowledge on issues from involvement in the process leading up to
23 trial (~~relating to the potential sale of the Cabin~~), review of evidence presented at trial on
24 August 11, 2016 and evidence presented thereafter, the Special Master makes findings
25 and orders as follows:

26 *///*

*/// Tom signed a contract to sell cabin sold Carefree
Andi's statement is wrong and stems from a private mtg. she & Tom had before I arrived at her office
9/23/2016*

ARIZONA MEDIATION
INSTITUTE
3131 E. Camelback Rd., Ste. 230
Phoenix, Arizona 85016

1 I. BACKGROUND/PROCEDURAL HISTORY

2 1. Petitioner/Husband, Thomas M. Hutchison and Respondent/Wife, Patricia
3 Jean Mickle, were legally separated on January 26, 2016. Very few items of personal
4 property were divided by agreement in the Decree.
5

6 2. To initiate the process and determine whether the matter could be settled
7 informally, the Special Master had a conference call with the parties on February 17,
8 2016.
9

10 3. The parties met in person with the Special Master on March 1, 2016. The
11 parties worked on identification of the property to be divided and signed their fee
12 agreement with the Special Master. *For a mediator, not a judge*

13 4. ~~Husband has exclusive use of the parties' cabin located in Prescott, and~~
14 *Illegal federal land lease Ruled Supremacy clause*
15 Wife has exclusive use of the parties' marital residence located in Carefree. In order to
16 allow for inventory lists to be completed, each party inventoried the other party's
17 residence with a third party neutral and deadlines were set for submitting inventories.

18 *Steve Neimen - Andis Husband*
19 5. An evidentiary hearing was set for July 13, 2016 and deadlines were
20 ordered in the Special Master Order filed May 31, 2016.

21 6. Wife obtained counsel, and at the request of Wife's counsel, the
22 evidentiary hearing was continued to July 28, 2016.
23

24 7. Husband obtained counsel. A conference call between the Special Master
25 and counsel for the parties was held on July 14, 2016.
26

1 8. Due to Wife's schedule, the evidentiary hearing was reset to August 11,
2 2016, and deadlines were ordered in the Special Master Order filed July 19, 2016.

3 9. Husband submitted his Pretrial Statement on August 9, 2016. Wife
4 submitted her Pretrial Statement on August 10, 2016.

5 10. The evidentiary hearing was held on August 11, 2016. Husband was
6 represented by counsel, Amy Urness, and Wife was represented by counsel, Timothy
7 Steadman.

8 11. Neither party requested a court reporter be present.

*Didn't know
I could have one*

9 12. Husband and Wife were sworn. ~~Dana Gonder~~ was sworn and testified.
10 Husband testified. Wife testified. The following exhibits were admitted in evidence:
11 1-8, 11-13, 15, 17-33.

12 13. The parties agreed Wife would deliver jewelry after the hearing to
13 *Amy Urness*
14 ~~Husband's~~ jewelry appraiser; an appraisal would be prepared and distributed; and it
15 would be admitted into evidence. *Tom wouldn't let me take + pick up
16 jewelry.*

17 14. The parties agreed Wife would seek counsel on the issue of reporting guns
18 stolen as outlined below, and Wife would report back through counsel. *Tom never
19 gave the*

20 15. The Special Master took the matter under advisement. *paperwork to me*

21 Later...

22 16. Husband presented his jewelry appraisal. It was marked as Exhibit 34 and
23 admitted in evidence.

24 17. Wife has not reported back on the issue of reporting the guns stolen.

*embezzlement
charge*

*Dana Gonder - Pawn Shop - 3 No jewelry certification
Tom's best friend - fined from Maricopa Sheriff
Don't call*

1 **II. FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDERS**

2 **A. Property Division**

3 A.R.S. § 25-318 states, in pertinent part, as follows:

4 § 25-318. Disposition of property; retroactivity; notice to creditors; assignment of
5 debts; contempt of court

6 A. In a proceeding for dissolution of the marriage, or for legal separation, or in a
7 proceeding for disposition of property following dissolution of the marriage by a
8 court which previously lacked personal jurisdiction over the absent spouse or
9 previously lacked jurisdiction to dispose of the property, the court shall assign
10 each spouse's sole and separate property to such spouse. It shall also divide the
11 community, joint tenancy and other property held in common equitably, though
12 not necessarily in kind, without regard to marital misconduct. ...

13 B. In dividing property, the court may consider all debts and obligations that are
14 related to the property, including accrued or accruing taxes that would become
15 due on the receipt, sale or other disposition of the property. The court may also
16 consider the exempt status of particular property pursuant title 33, chapter 8.

17 *what does this mean?*

18 The Special Master heard testimony with regard to the community or sole and
19 separate nature of the personal property and takes that testimony in consideration in
20 making the findings and orders.

21 **1. Firearm Collection**

22 The parties have a significant gun collection. Some guns are in the possession of
23 Husband at the cabin; some were in the possession of Wife from the cabin; and some
24 were in the possession of Wife at the marital residence (although the exact timing is in
25 dispute). The issues to be determined as it relates to the guns are the value of the guns
26 including valuation method, how to distribute the value of guns that Wife testified were

PATRICIA Mickle

Place
Stamp
Here

unBt # 6811

PAX P.D.

9/30/16 - 13:32

PHOENIX POLICE DEPARTMENT
620 West Washington Street
Phoenix, Arizona 85003

Check Appropriate Box:

- PROPERTY CRIMES BUREAU**
Auto Theft Detail / Document Crimes Detail
- VIOLENT CRIMES BUREAU**
Robbery Detail
- PROPERTY CRIMES BUREAU - NORTH**
- PROPERTY CRIMES BUREAU - SOUTH**

Did you forget anything? Did you sign this report?

This document is available in alternate formats upon request.
Dial 7-1-1 for the CityTTY.

To complete a Supplement Property List online, access the Citizen's Online Police Reporting System, available at phoenix.gov/police/pollicereport.

Appraised Firearms Collection Patricia Hutchison

9/11/16

Firearms reported Stolen

Make	Model	Serial #	Caliber	Replacement Value
Remington	Wingmaster 870	S942494V	12 GA.	\$325.00
Winchester	12	1720386	12 GA.	\$650.00
Winchester	12	704183	12 GA.	\$950.00
Browning	Auto 5 Light 12	3G7097	12 GA.	\$1,350.00
Marlin	Camp Carbine	11582044	9 mm	\$600.00
Winchester	75 Target	69092	22 LR.	\$475.00
Springfield	M1A	126254	7.62 Nato	\$2,100.00
Winchester	94	2445082	30/30	\$725.00
Winchester	94/22 XTR	F691847	22 S,L,LR	\$625.00
Arsenal	SLR 100 (AK 47)	MD0798	7.62X39	\$750.00
Winchester	M1 Carbine	1117515	30 Carbine	\$700.00
HK	SL 7	15498	7.62 Nato	\$1,700.00
Anschutz	Target	779935A	22 LR	\$650.00
Kimber	82 Classic	1953	22 LR	\$1,025.00
Springfield	M1A	288151	7.62 Nato	\$1,250.00
Winchester	70	181658	257 Roberts	\$2,100.00
Springfield	M1 Garand	2061429	30/06	\$850.00
Ruger	M77/22 All Weather	701-93423	22 WMR	\$450.00
Russian Government	SKS	RH227848	7.62X39	\$450.00
S&W	K-38	K139073	38 Special	\$650.00
S&W	K-22	K63723	22 LR	\$800.00
S&W	Pre Model 48	K367753	22 WRF	\$700.00
S&W	27-2	N214531	357 Magnum	\$600.00
Kimber	Ultra CDP II, custom	KU31693	45 ACP	\$1,000.00
Sig	P220	G320397	45 ACP	\$750.00
S&W	13-2	3D94406	357 Magnum	\$400.00
Sig	P938	52A003824	9 MM	\$575.00
			Total	\$23,400.00

11/20/16

No one said Dana Gonder was going to testify. Shouldn't I have been told

1 stolen from her storage unit, and whether Wife should cooperate in reporting the guns
2 stolen.

3
4 a. Valuation Method/Value of Guns

Total
\$ 51,182.95
(+ Ammo @ cabin)

5 Dana Gonder, a pawn shop owner in Carefree, testified he had a relationship with
6 Husband starting in late 2009 or early 2010. He did significant business with Husband
7 and testified Husband was knowledgeable about military guns and paraphernalia as well
8 as other products. Mr. Gonder testified Husband bought guns and ~~very fine jewelry~~ for
9 the purpose of investment. There was no testimony to the contrary.¹

Not true
No Tiffany, Gucci

10 Husband testified, "If you buy [guns] right," you can sell the gun for what you
11 paid. Therefore, replacement value is an appropriate valuation method. Wife had guns
12 appraised using the replacement value and presented evidence of same in Exhibit 21.

13
14
15 b. Distribution of value of guns stolen

Total
\$ 23,400

16 Husband testified on November 25, 2014, Wife entered the cabin where he was
17 living and removed the contents of the safe and personal effects including a significant
18 number of guns. Wife agrees and testified at a time she does not remember, she went to
19 the cabin and took guns out of the safe and some other things, including a "very large
20 bag of silver coins, ~~ammunition boxes, some holsters, an expensive scope,~~ ~~night~~
21 ~~binoculars,~~ and extra holsters for rifles." She also took and later returned some

wouldn't know

22 Tom listed night binoculars - but I never saw any
23 documents to Husband, but no other items were returned to him.

Andi as mediator should know better

24
25
26 ¹ The Special Master considered this information with regard to the jewelry division as well.

How do you buy jewelry "right"? It doesn't appreciate as guns do.

LIE

1 Wife testified she took the items back to the marital residence and had the guns
2 appraised by Kenton Tucker. Mr. Tucker also appraised guns that were located in the
3 marital residence. After appraisal, she opened a storage unit and took all of the items
4 that she took from the cabin to the storage unit.
5

6 Wife testified she would stop at the storage unit periodically when she was in the
7 area and/or when she went to pay her bill and she would check on those items. Wife
8 testified, "Every time I went in, I'd tell the workers 'these are all of the cars that
9 [Husband] drives. He is likely to come to try to get this stuff'."
10

11 Approximately July 2015, Wife went to the storage unit and checked on the
12 items. Wife testified within two (2) months, the storage unit was broken into and it was
13 emptied.
14

15 Wife did not make a police report. Wife testified she had a conversation with the
16 ~~storage unit worker~~ *Carla Kella - manager* who indicated Wife could make a police report but there was
17 nothing on any security tape because it is erased every so often. Wife testified she
18 believed Husband was the one who broke into the storage unit so she did not tell
19 Husband. There was no evidence presented that Husband broke into the storage unit or
20 stole the items.
21

22 The guns that were in the storage unit are as follows:
23

- 24 1. Benelli Super Black Eagle, sn U096844
- 25 2. Remington Wingmaster 870, sn T117402V
- 26 3. Remington Wingmaster 870, sn S942494V
4. Browning Auto 5 Magnum, sn 84640
5. Stevens 22-410

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- 1 6. Marlin Camp Carbine, sn 115820044
- 2 7. Winchester 75 Target, sn 69092
- 3 8. Springfield M1A, sn 126254 with optics
- 4 9. Springfield M1A, sn 288151 without optics
- 5 10. Springfield M1 Garand, sn 2061429
- 6 11. Winchester M1 Carbine, sn 1117515
- 7 12. Winchester 94, sn 2445082
- 8 13. Winchester 94/22 XTR, sn F691847
- 9 14. Winchester 70, sn 181658
- 10 15. Winchester 69
- 11 16. Winchester 62A, sn 94682
- 12 17. Heckler and Koch SL7, sn 15498
- 13 18. Arsenal SLR 100, sn MD0798
- 14 19. Chinese Government SKS, sn GM1282
- 15 20. Anschutz Target, sn 779935A
- 16 21. Kimber 82 Classic, sn 1953
- 17 22. Ruger M77/22 Allweather, sn 701-93423
- 18 23. Remington Nylon 66, sn AP86
- 19 24. Colt Sauer Standard Action, sn CR12219
- 20 25. Russian Government SKS, sn RH227848
- 21 26. JC Higgins 30
- 22 27. Stevens 22 Pump, sn M585
- 23 28. Savage 24 V Series D, sn D841236
- 24 29. Smith and Wesson K-38, sn K139073
- 25 30. Smith and Wesson K-22, sn K63723
- 26 31. Smith and Wesson Pre-48, sn K367753
32. Smith and Wesson 27-2, sn N214531
33. Smith and Wesson 13-2, sn 3D94406
34. Smith and Wesson 337 Air Lite PD TI, sn CFE4942
35. Heckler and Koch P2000SK, sn 121000227
36. Smith and Wesson Model 60 Stainless
37. Kimber Ultra CDP II custom, sn KU31693
38. Sig Sauer P220, sn G320397
39. Sig Sauer P938, sn 52A003824
40. Springfield Armory XDS 45 Black with laser, sn XS588331
41. Springfield Armory XDS 45 Two-tone with holster

~~LIE~~ by Andi Paus
Mr. Tucker appraised 23 guns

show pictures & calendar

UE
?

1 There was a dispute about whether certain guns from the marital residence were
2 ~~taken by Husband at the time of separation~~ or put in the storage unit by Wife. Husband
3 testified he did not take those guns at separation. Wife's appraisal of the guns includes
4 guns from the marital residence that were not at the cabin. There was testimony that
5 nothing was returned to Husband (except paperwork) after Wife removed items from the
6 cabin. Therefore, the Special Master finds the guns from the marital residence were put
7 in the storage unit with the other guns that Wife took from the cabin.

10 Wife had control over the guns and the storage unit. She presented no evidence
11 of Husband stealing the guns or breaking into the storage unit. Wife was responsible for
12 the safekeeping of the property that she took from the cabin and the marital residence.

13 *wrong math*
14 **IT IS ORDERED** the value of the guns stolen is charged to Wife in the amount
15 of ~~\$29,699~~. Of that amount, \$27,549 is community property and \$2,150 is Husband's
16 sole and separate property.

17 **IT IS ORDERED** to the extent the guns are located, Wife is awarded same
18 except for the number 10 above, the Springfield M1 Garland, serial number 2061429,
19 number 11 above, the Winchester M1 Carbine, serial number 1117515, and number 32
20 above, the Smith and Wesson 27-2, serial number N21453, which are confirmed to
21 Husband as his sole and separate property.

23 ///
24 /// Tom gets guns as sole & separate
25 property, but Andi would not give
26 me my engagement & diamond Rings.
All jewelry were gifts.

Why is Tom awarded the \$19,675.00 of this amount split

1 **IT IS ORDERED** awarding Husband the guns in his possession. Specifically,
2 Husband is awarded the following:

- 3 1. Winchester 12, sn 1720386
- 4 2. Winchester 12, sn 704183
- 5 3. Browning Auto 5, sn 3G7097
- 6 4. Beeman RI
- 7 5. Winchester 94/22 XTR Classic, sn F546470
- 8 6. Winchester 94/22 XTR Traditional, sn F341221
- 9 7. Winchester 94/22 Magnum, sn F281505
- 10 8. Winchester 70 Featherweight, sn 463102
- 11 9. Winchester 70 Featherweight, sn 440216
- 12 10. Winchester 70, sn 579765
- 13 11. Winchester 63, sn 147473A
- 14 12. Winchester 61, sn 224367
- 15 13. Browning Auto Take Down, sn 5T117602
- 16 14. FN PS 90, sn FN 087369
- 17 15. Heckler and Koch USC 45 Carbine, sn 47-008124
- 18 16. Heckler and Koch P2000, sn 124-000132
- 19 17. Sig Sauer P226 Elite, sn U857441
- 20 18. Sig Sauer P220, sn G256726
- 21 19. Sig Sauer P228, sn AKU03662
- 22 20. Heckler and Koch HK45, sn HKU0044691
- 23 21. Colt Cobra L W, sn 14008
- 24 22. Smith and Wesson 28-2, sn K614669
- 25 23. Smith and Wesson K22 Combat Masterpiece, sn K203203

26 The value of the guns awarded to Husband is \$19,675.

c. Wife's participation in reporting stolen guns

Husband testified about his concern that the guns that Wife took are registered to him, and Wife has not reported them stolen. He has attempted to do so, but has been unsuccessful. Husband testified he could not make a report in Yavapai County because

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1 the theft occurred in Maricopa County; and he tried to but cannot make a report in
2 Maricopa County because he does not know the details of how they were stolen.

3
4 In order to report the guns stolen, Husband testified he needs Wife's cooperation,
5 specifically that she needs to bring ~~the forms he provided to her to the Maricopa County~~
6 Sherriff and give them information about the theft.

LIE

ask Tim Steedman, ✓
was never given papers

7 Wife testified she would seek counsel on this issue, and would provide
8 information to the Special Master. The Special Master has not received any information
9 from Wife.
10

11 **IT IS ORDERED** Wife shall cooperate in the process of reporting the guns
12 stolen. Specifically, Wife shall appear at the Maricopa County Sheriff's office on or
13 before September 16, 2016 at 5:00 p.m. with the ~~paperwork provided by Husband~~ and
14 work through the process of reporting the weapons stolen. Wife shall provide proof of
15 her report to Husband on or before September 18, 2016.

Never gave me papers

17 2. **Distribution of the Cabin**

✓ called Maricopa
Sheriffs who didnt
have paperwork & went
downtown to Phoenix Police

18 The parties own Cabin 4 in the Granite Basin Recreational Area. At the time of
19 separation, Husband moved to the cabin and Wife continued to live in the marital
20 residence in Carefree. The cabin is ~~on federal land and~~ therefore only the structure and
21 no land conveys with the sale of the cabin. There is a ~~special use permit associated with~~
22 ~~the cabin~~. The conveyance of the cabin is by bill of sale and not by title.

Tom
was in
violation
of
federal
law

23 The Special Master finds the cabin is personal property subject to division.

24 limited Recreational / Seasonal Use
25 cant occupy full-time - Tom couldn't use
26 Carefree home because of Protective Order
10
he couldn't live in Phil's address.

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*Conclusion
Realtor
Randy
Hammond
upset
Andi
did this
behind
his back
&
wouldn't
return
his call*

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Prior to the time the Special Master was appointed, the parties listed the cabin (Exhibit 18) and had an offer from a buyer interested in purchasing the cabin "turn-key" for \$160,000. (Exhibit 19) Husband testified that he accepted the offer and Wife did not because she wanted some items of personal property out of the cabin. The parties negotiated which personal property items should be excluded from the sale. The buyers agreed to almost all of the excluded items and reduced their offer to \$158,000. The offer was not accepted by the parties.

During the Special Master process, the parties received an offer from the same potential buyers to purchase the cabin without the personal property for \$140,000. The parties made a counter offer of \$160,000 with most of the personal property, excluding a few items. The buyers thereafter indicated they were no longer interested.

Husband has offered to purchase the cabin for \$160,000.

~~IT IS ORDERED~~ awarding Husband the Cabin, subject to any liability associated therewith. Wife is awarded \$80,000 subject offsets as outlined herein. Wife shall sign any necessary documents to transfer ownership within five (5) days of presentation of same. ?

3. Personal Property in the Carefree Residence

The Carefree residence is on the market for sale and currently under contract, set to close in the near future. There are many items of personal property in the Carefree residence and some items from that residence are located in Wife's storage unit. The dispute over the personal property in the Carefree residence surrounds the value of same, (2 chests)

Tom hasn't + doesn't plan to sell any items because he is keeping cabin-

WRONG

1 and both parties testified neither has the desire to keep most items or the space to store
2 such items. The parties attempted to agree upon selling and splitting the proceeds from
3 the sale of the items, however time is of the essence and the Special Master does not feel
4 it appropriate to bind the parties together any longer.

5
6 Husband provided testimony and exhibits including Exhibits 1-8 representing
7 what he believes replacement value would be for several items in the house. Wife
8 objects to using replacement value for these items indicating they should be valued at
9 liquidation value. Husband argues replacement value should be used because Wife used
10 replacement value as the method evaluation for the guns.

11
12 The Special Master does not believe replacement value is appropriate for the
13 items of personal property in the marital residence, however Wife did not present
14 evidence of the value of the items in the marital residence, and therefore there is no other
15 valuation in evidence. ² The Special Master finds an equitable distribution of the
16 property from the Carefree residence is outlined below.

17
18 For ease of understanding the distribution of property in the marital residence, the
19 Special Master uses the outline and numbering in Husband's Exhibit 31.

20
21 ///

22 ///

23
24
25 _____
26 ² Wife testified to certain items and her belief that Husband's value was incorrect.

used
furniture
20
yrs. old

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1 **IT IS ORDERED** awarding Wife the following items from the Carefree
2 residence and/or moved from the Carefree residence:

3
4 **Master Bedroom**

- 5 1. King bedroom set; 2 night stands, dresser, armoire
6 2. 2 lamps
7 3. Armless chair
8 4. Tan leather reclining chair with matching ottoman
9 5. Wife's mink coat
10 6. ~~Pawn shop sewing machine~~ — *J*
11 7. ~~Black leather sofa~~
12 8. Sliding coffee table
13 9. Japanese silk screen above bed
14 10. ~~42 inch TV and DVD player~~
15 11. Silk rug

16 **Hallway**

- 17 1. Small wicker table
18 2. Pot with glass top
19 3. 2 pictures (fine art – purple flowers from Ann Arbor home)
20 4. ~~Dyson vacuum cleaner~~

21 **Office**

- 22 1. Steel table from Baselle's
23 2. Daybed
24 3. Small Lazy Boy recliner
25 4. ~~Wicker golf bag and magazine rack~~
26 5. Family ski pictures (1/2)
27 6. Assorted DVDs and CDs
28 10. Oriental wall unit with ~~2 night stands~~

29 **Living Room**

- 30 1. Sofa
31 2. 2 chairs with matching ottomans
32 3. 2 flower chairs

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4. Cherry sofa table
5. Wall pottery and decorations
6. Herend fireplace figures
7. 2 Japanese standing lamps
8. Korean foot locker with Kongi symbols - *storage*
9. 2 small chair tables
10. Zebra striped box and ~~white bone china bowl~~

Dining Room

1. Table and buffet cabinet
2. 9 x 11 ft. wool rug
4. Vienna regulator clock
5. Royal Doulton China (service for 12 with multiple serving pieces)
6. Crystal glassware set

Foyer

1. Casey chair
2. Korean blanket chest
3. Carved bench
4. Round wall mirror
5. Black wool entry rug

Kitchen

1. 4 bar stools
2. Kitchen table with 4 chairs

TV Room

1. 72 inch Mitsubishi TV with receiver and DVD player
2. 2 paisley chairs
3. 2 side tables
4. Coffee table
5. Leather sectional
6. Large overstuffed leather recliner
7. ~~Standing floor lamp~~
9. Pottery and decorations on walls - Egyptian art (3) and ~~Japanese wood block prints (4-5).~~

*\$9,600 Grandfather Clock / admiral Nelson
not listed
Andi Pauw gave this clock,
only item of value to Tom,
did not split proceeds w/ me*

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10. Woven Japanese rope basket
11. ~~Old Japanese weapons on wall~~
12. 2 large Japanese pottery urns/bowls

Guest Room 1

1. Queen bed set, 2 night stands, dresser, and wicker armoire
2. Wool rug at entryway
3. ~~Korean money chest at entry~~
4. ~~TV and DVD player~~
5. Japanese art - 3 pieces

Guest Room 2

1. 2 twin beds
2. Desk and chair
3. ~~Small Lazy Boy recliner~~

Patio

1. Bamboo table with glass top and 4 chairs
2. Sofa
3. 2 chairs with ottomans
4. Coffee table
5. Sofa table
6. 3 bar stools

Upper Deck

1. ~~Pub table with 2 chairs~~ *throw away / sun/torn apart*

Entry at Front Door

1. Chair
2. Bench
3. 2 rockers, 1 pot

Garage

2. Oak-topped work bench
3. Bakers rack
6. Small generic gun safe

*Sold all
items listed except
Grandfather Clock
& Received
\$2000.00 total
Levine Auction*

- 1 9. Leaf blower
- 2 10. Car jack
- 3 11. Miscellaneous yard tools
- 4 ~~14. Golf clubs~~
- 5 16. Onkyo stereo system

6 **IT IS ORDERED** awarding Husband the following items from the Carefree
7 residence and/or moved from the Carefree residence:

8 **Master Bedroom**

- 9 13. Sterling silver and black onyx string tie

10 **Office**

- 11 5. Family ski pictures (1/2)
- 12 7. 2 Mazen Khatib books
- 13 9. Leather U.S. Army Officer's swagger stick

14 **Dining Room**

- 15 3. Admiral Nelson grandfather clock *\$ Tom's estimate
9,600.00*

16 **TV Room**

- 17 8. Japanese "NALDEC" bronze statue

18 **Garage**

- 19 1. Weight bench and set
- 20 4. Stationary bike - *My Feb. birthday present*
- 21 8. Air compressor *for artificial*
- 22 12. Pedestal grinder *Knee*
- 23 13. Casey medicine cabinet
- 24 15. Small Gerstner wood tool box
- 25 17. Welding outfit
- 26 18. Ammunition (assorted)
- 19. Black Pelican rifle case

Tom received grandfather clock 1) 17 items awarded to Tom from Carefree home only high value item, \$ 9,600.00 Tom's estimate 2) 9 items given to Patty from cabin should be split or given to Patty

as I was gift to her for movin w/ his to London

- 20. Snap-on tool box with all tools including any tools stamped with the initials BH and tools from Ford Motor Company
- 21. ~~George Bush letter to Husband~~

Husband is also confirmed his father's bar and is awarded the chainsaw from the Carefree residence.

The parties have previously agreed the following items shall be sold with the marital residence:

Patio

- 7. Gas grill
- 8. Small refrigerator

Garage

- 5. Browning gun safe

Each party is awarded one-half of the family photos and videos.

4. **Granite Basin Cabin Contents**

Husband testified when the parties purchased the cabin, they purchased it with "old, rustic, used, left over, cabin furniture." Some personal property was purchased by the community. Husband estimates the total of the furniture and furnishings excluding guns and other items he testified that had a value in excess of \$500, are worth \$3,000.

Husband is awarded the contents of the cabin, excluding those items awarded to Wife and the Special Master finds this is an equitable distribution of the property from the cabin.

For ease of understanding the distribution of property in the cabin, the Special Master uses the outline and numbering in Husband's Exhibit 27.

Audi didn't let me show my exhibits of list + pictures taken with husband - I think is a large collection

LIE pictures to prove next old

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Items
NOT allowed
to be
Appraised
as checked

1 IT IS ORDERED awarding Husband the following items:

2 Master Bedroom

- 3 1. Queen Maple bed
4 1. 2 black dressers and 2 black night stands
5 ~~Paige~~ - 2. Vanity and small chair
6 ~~Paige~~ - 3. Hope chest
7 4. 2 Army coat racks
8 5. 8 x 12 pink rug
9 6. Birch tree mirror

} Andi was vindictive here - Vanity for Tom?

9 Hallway Closets

- 10 ~~1. Champion Gun safe plus Swarovski binoculars, and gun holsters~~
11 ~~2. Knife collection \$1,500.00~~
12 ~~3. Cleaning equipment (assorted)~~
13 ~~4. Assorted DVDs~~

No appraisal

13 Kitchen

- 14 ~~Lauren's~~ - 1. One (1) kitchen table set w/ 6 chairs
15 1. Blue buffet chest
16 ~~Pattys~~ - 2. French press and pitchers
17 3. Miscellaneous small appliances (coffeemaker, toaster, blender, etc.)
18 4. Dishes and glasses and bakeware and flatware
19 5. Pots and pans

Andi vindictive
Lauren's Amish made
wedding gift stored
there

LIE Kitchen table in loft (New)

19 Living Room

- 20 1. Burgundy queen sleeper sofa
21 2. 2 yellow flower chairs
22 3. 2 burgundy Lazy Boy recliners
23 4. Leather ottoman
24 5. 9 x 11 wool rug
25 ~~Pattys~~ - 8. Black dining table with matching armoire
26 ~~Pattys~~ - 9. Copper cookware 500.00
~~Pattys~~ - 10. Horse trough with afghan and blankets 100.00
~~Pattys~~ - 11. Antique bathtub 467.00

- Mediator denied 18 Pattys daughter her wedding gift - Kitchen table with 6 chairs

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- 13. Emerson fan
- 14. 4 wood bar stools
- 15. 2 table lamps
- 16. Headphones
- 17. Old Philco radio \$ 1,200.00

Bedroom 2

- 1. Queen bed with 2 night stands
- 2. Bench
- 3. Camping packs and supplies, except the blue backpack awarded to Wife
- 5. Assorted paperback books

Loft

- 1. 6 twin mattresses and bedding
 - 2. Air mattress and sleeping bags
 - 3. 6 loaded ammunition cans
 - 4. Holster collection
 - 5. 2 binoculars
 - 6. Caps, belts, clothing, etc.
- } Not stolen

Other

- 1. Barbecue grill
- 2. Dog equipment
- 3. 3 porch rocking chairs
- 4. Hammock
- 5. Yard tools (hose, shovel, rake, etc.)
- 7. Dyson vacuum cleaner
- 8. 2 square storage boxes
- 9. Picnic table
- 10. Outdoor furniture - 2 black tables and 4 chairs
- 11. Ecco 16" chain saw
- 12. Power washer
- 13. Yamaha generator 6500 watts - 2,000.00
- 14. Machinist tool chest b 600.00

9 items given
to Patty from
cabin

IT IS ORDERED awarding Wife the following items from the cabin:

Kitchen

- 1. One (1) kitchen table set / damaged (see picture)
Tom did Not Lauren's kitchen set

Living Room

- 7. The reindeer table *give*
- 12. 4 oil lamps

Bedroom 2

- 3. Wife's blue backpack
- 4. White hospital stool and chair

Loft

- 7. "Walky-talky" set
- 8. Pewter candlesticks and mug
- 9. Toys, books, little chair, etc. belonging to granddaughter, Paige
Not Paige's vanity or hope chest

Other

- 6. Yellow wrought iron yard furniture - 4 chairs and 5 tables (4 small leaf tables and 1 small round table)
Tom only gave 3 small leaf tables
- 5. **Items Gifted**

The parties testified that each has gifted or otherwise given away certain items of personal property that the other party has requested be returned. Husband requests his golf clubs and his ostrich cowboy boots be returned. Wife testified she gave them away. Wife requests the human skull be returned to her. Husband testified he gave it away.

The Special Master finds the items are of similar value, the items Wife gave away offset the item Husband gave away, and the Special Master declines to order either party to return those items to the other.

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6. Jewelry

Exhibit 24 is Wife's appraisal of the jewelry. Throughout the Special Master's involvement, Husband has repeatedly requested the opportunity to obtain his own appraisal of the jewelry, and Wife had the jewelry in her possession. Wife did not cooperate with Husband's requests, the Special Master's instruction or emails sent to Wife's counsel (although those emails may not have been received by Wife's counsel). At trial, the Special Master and the Special Master allowed for an additional appraisal to be done on

Wife's appraisal of the jewelry, which Wife had the jewelry. Husband's appraisal of the jewelry was

Wife's appraisal is marked as "Lie" and the jewelry was appraised. Husband's appraisal is marked as "Need State" and the jewelry was appraised.

Wife's appraisal is marked as "Farm paper" and the jewelry was appraised. Husband's appraisal is marked as "Farm paper" and the jewelry was appraised.

Wife's appraisal is marked as "Farm paper" and the jewelry was appraised. Husband's appraisal is marked as "Farm paper" and the jewelry was appraised.

Wife's appraisal is marked as "Farm paper" and the jewelry was appraised. Husband's appraisal is marked as "Farm paper" and the jewelry was appraised.

Replacement

Can appraise Value in his Report

this

1 Master finds neither valuation is appropriate, but has no other evidence of value. Based
2 on all of the information presented and after calculation, the Special Master finds the
3 value of the jewelry is \$75,000.
4

5 **IT IS ORDERED** awarding Wife the following pieces of jewelry.

6 jewelry
7 list
8 is from
9 Tom
10 Hutchison

1. One (1) 18K yellow gold tourmaline ring
2. One (1) 22" 18K yellow gold fancy chain
3. One (1) pair of 14k yellow gold six (6) prong screwback diamond earrings
4. One (1) pair of 18K yellow gold sapphire and diamond earrings
5. One (1) 15" 18K yellow gold and platinum fancy chain
6. One (1) 18K white/yellow gold diamond and sapphire bracelet
7. One (1) pair of 18K yellow gold tourmaline earrings
8. One (1) 14K yellow gold amethyst ring
- 9. One (1) 14K yellow/white gold four (4) prong solitaire ring
10. One (1) 18K yellow gold ruby and diamond ring
11. One (1) 18K yellow gold sapphire and diamond ring
12. One (1) 18K yellow gold Audemars Piguet Geneve watch
13. One (1) 14K yellow gold bracelet
14. One (1) pair of 18K yellow gold ruby and diamond earrings
15. One (1) 18" 14K yellow gold fancy chain
- 16. One (1) 14K yellow gold diamond band
17. One (1) 21K yellow gold bracelet
18. One (1) 14K yellow gold citrine ring

21 **7. Gold and Silver Coins**

22 Wife testified she removed a large bag of coins from the cabin and put those in
23 the storage unit. Later, those coins were stolen. The only value presented was Husband
24 estimating at \$1,000.

25 FAX
26 this page

1 There are additional coins in Husband's possession. Husband testifies the value
2 of same ~~\$8,200~~ - \$ 8,750 - *there is more / Chris Richardson*

3 **IT IS ORDERED** the value of the coins stolen is charged to Wife. Wife is
4 ~~awarded the additional coins in Husband's possession.~~ *Tom claims \$1,000.00 claim goes to state Farm*

6 **8. Missing Property**

7 In addition to the other missing property as outline above, there were items both
8 parties testified to be missing and possibly in the other parties' possession. Wife
9 testified she has a storage unit with significant property from the marital residence where
10 some of these items may be located. ^{no} Husband testified some of the items were in the
11 cabin safe and were removed by Wife.

12 **IT IS ORDERED** confirming the Hamilton Aviator Watch, Longines Vietnam
13 War Watch, gold and black onyx Masonic ring, Masonic bible, and the world globe
14 received from Husband's 20-year Ford anniversary to Husband. Husband is also
15 awarded the Holland and Holland Swiss watch, the Brownell master screwdriver set
16 from the cabin, and his extra keys on Albion College key ring. Husband testified he is
17 not in possession of any of these items. To the extent Wife locates the following in the
18 storage unit or otherwise, she shall return these items to Husband.

19 With regard to other missing property, **IT IS ORDERED** the parties shall return
20 any property he/she finds that was awarded to the other party within five (5) days of
21 locating the property.

22 *||| I never had keys, or knew what Tom had hidden in bank boxes.*
23 *I don't even know what some of the*

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Tom moved these items from car free deposits box to Present Bank Box

1 **B. Special Master Fees**

2 Arizona Rules of Family Law Procedure, Rule 72(A) outlines, "[c]ompensation
3 of the family law master shall be allocated by the court and shall be treated as a taxable
4 cost." The court in this matter ordered the parties to pay to "each pay one-half of the
5 Special Master fees subject to reallocation by the Special Master if deemed appropriate."
6

7 The parties signed the Special Master's Fee Agreement for Special Master
8 Services and agreed: *Wrong - signed mediator contract*

9
10 Petitioner, Tom Hutchison, shall advance fees up to \$5,000
11 with a \$2,500 advance fee deposit and a replenishment of an
12 additional \$2,500. We have agreed Respondent, Patricia
13 Mickle shall reimburse her one-half of the fees to Tom upon
14 receipt of the sale proceeds from real property. We shall both
15 provide a credit card for his/her one half share of any fees in
16 excess of \$5,000, and understand that if we do not, the
17 Special Master will not continue working on the matter.

18 Arizona Revised Statutes § 25-324 states, in pertinent part, as follows:

19 The court from time to time, after considering the financial
20 resources of both parties and the reasonableness of the
21 positions each party has taken throughout the proceedings,
22 may order a party to pay a reasonable amount to the other
23 party for the costs and expenses of maintaining or defending
24 any proceeding under this chapter or chapter 4, article 1 of
25 this title. On request of a party or another court of competent
26 jurisdiction, the court shall make specific findings concerning
the portions of any award of fees and expenses that are based
on consideration of financial resources and that are based on
consideration of reasonableness of positions. The court may
make these findings before, during or after the issuance of a
fee award.

 This case has been highly contested, convoluted and difficult. Neither party

didn't sign - Judge Pro Tem paper

BIAS

was never asked for them

7 have copies

1 presented evidence of disparity of financial resources, although throughout the process,
2 Wife has complained of lack of resources. Husband made any and all payments to the
3 Special Master to date totaling \$7,505.00, subject to repayment from Wife.
4

5 Wife's actions, whether intentional or unintentional, have caused a substantial
6 increase in the cost of the process. She regularly did not meet deadlines, even those
7 extended for her. She did not cooperate with allowing Husband access to her storage
8 unit or allowing Husband to have the jewelry appraised, despite warnings of possible
9 sanctions from the Special Master. Husband was unable to appraise the jewelry until
10 after the trial. - *Remember vacation*

11 The Special Master believes an extreme lack of understanding of the process
12 and/or other unknown concerns or issues of Wife contributed to her actions despite help
13 from counsel and instruction from the Special Master. Some of Wife's positions were
14 unreasonable, specifically not allowing Husband access to the storage unit or allowing
15 the jewelry to be appraised. Therefore, Wife is ordered to bear \$2,000 of the Special
16 Master fees. *Fraud-pricing was issue. Andy did NOT LISTEN*

17 The parties have an outstanding balance due to the Special Master of
18 approximately \$7,500. Husband has agreed to pay his portion from the sale of the
19 ~~Carefree residence~~ and include escrow instructions to the title company. *got outrageous by Amy Urness &*

20 **IT IS ORDERED** Husband shall instruct the title company for the Carefree *this*
21 residence to include escrow instructions to pay \$7,500 to the Special Master from his
22 portion of the proceeds of the marital residence, subject to offset outlined below,
23
24
25
26

I had large expenses Tom didn't have with the Off Grid Cabin

Read Tim Steadman's document re: storage unit

ARIZONA MEDIATION INSTITUTE
3131 E. Camelback Rd., Ste. 230
Phoenix, Arizona 85016

2
different numbers on two separate pages
8,200
9,200

WRONG Math on prior page Andi awarded the \$8,200 coins, now she takes 1/2 away

1 III. RECOMMENDATIONS

2 Based on the foregoing, the Special Master recommends the parties' property
3 should be divided as outlined above. The division is equitable. There should be offsets
4 as follows:
5

6 Wife was awarded/charged with \$27,549 in community property guns and \$2,150
7 of Husband's sole and separate guns. Therefore, Wife owes Husband \$13,774.50 for his
8 one-half of the community property guns and \$2,150 for Husband's sole and separate
9 guns that were stolen.

Andi awarded Patty the coins & see page 23 - Andi wrote 8,200.

10
11 Wife was awarded/charged with \$19,200 in coins, and jewelry with a value of
12 \$75,000. Therefore, Wife owes Husband \$4,600 for his one-half of the coins, and
13 \$37,500 for his one-half of the jewelry.

14 why does Tom get 1/2 jewelry & I get 0 for Patty the coins
Husband was awarded \$19,075 in guns and \$160,000 in the cabin asset.
15 his wife items 2 see p. 23
what is split of Tom's guns \$ 80,000.

16 Therefore, Husband owes Wife \$9,837.50 for her one-half of the guns and \$80,000 for
17 her one-half of the cabin.

18
19 As it relates to property, the total owed from Wife to Husband is \$58,024.50. The
20 total owed to Husband to Wife is \$89,837.50. Therefore, Husband owes Wife \$31,813.

21 As it relates to Special Master Fees, after Husband's payment of \$7,500 to the
22 Special Master, Wife owes Husband \$9,502.50.

23
24 \$31,813 minus \$9,502.50 leaves a balance owed to Wife from Husband of
25 \$22,310.50 as a full and final equalization of the personal property and Special Master
26 Fees. Husband shall pay Wife the sum of \$22,310.50 within 30 days of the date of this

Husband will not allow wif²⁶ to go to cabin to pick up her items, instead he dropped them off a

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INSTITUTE
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230
Phoenix, Arizona 85016

Tom dropped off some of my items, lied to realtor about coins & Lauren's kitchen table wedding gift & did not let me into the cabin.

1 order.

2 If the parties cannot agree on how to exchange the personal property awarded
3 above, the following procedure shall be followed. ~~In recognition of the Order of~~
4 ~~Protection in place,~~ the parties shall exchange property with a third party neutral.

6 Husband shall propose to Wife two (2) options of dates when he would like to go
7 to the Carefree residence before the closing. Wife shall select one of the dates and on
8 that date, Husband can go to the residence to retrieve his personal property. The same
9 process shall occur with the cabin. Wife shall propose to Husband two (2) options for
10 dates before September 30, 2016 where she shall retrieve her items from the cabin.

12 Husband shall choose one (1) date.

13 To the extent property is not located in either of those locations, and has not been
14 recognized as missing in this process, the party in possession of same shall make
15 arrangements through counsel to have those items exchanged prior to the closing of the
16 marital residence or shall make the items available in the marital residence prior to
17 closing.
18

19 DATED this 2nd day of September, 2016.

22 ARIZONA MEDIATION INSTITUTE

25 Andi J. Paus
3131 E. Camelback Rd., Suite 230
Phoenix, Arizona 85016
Special Master

26 Tom never called me, dropped off my cabin things - with missing items. Would Not Return Coins

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3131 E. Camelback Rd., Ste. 230
Phoenix, Arizona 85016

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INSTITUTE
3131 E. Camelback Rd., Ste.
230
Phoenix, Arizona 85016

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ORIGINAL of the foregoing hand-delivered this 2 day of September, 2016 to:

COPIES of the foregoing emailed on this 2 day of September, 2016 to:

Amy Urness
MOORHEAD LAW, PLC
16421 North Tatum Blvd, Ste 207
Phoenix, Arizona 85032
aurness@mlawaz.com
Attorneys for Petitioner/Husband

Timothy Steadman
STEADMAN LAW FIRM, PLC
1423 South Higley Rd, Ste 109
Mesa, Arizona 85206
tim@steadmanlawfirm.net
Attorneys for Respondent/Wife

By:

Andi Paus - Malpractice >

Michael K Jeanes, Clerk of Court

*** Electronically Filed ***

M. Paigen, Deputy

3/8/2016 10:08:15 AM

Filing ID 7249752

1 Andi J. Paus, #018506
2 **ARIZONA MEDIATION INSTITUTE**
3 3131 E. Camelback Rd., Ste. 230
4 Phoenix, Arizona 85016
5 (602) 325-9182
6 Fax: (602) 889-6803
7 andi@arizonamediation.com

8 Special Master

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

10 **IN AND FOR THE COUNTY OF MARICOPA**

11 In Re the Matter of:

12 **THOMAS M. HUTCHISON,**
13
14 Petitioner,

15 and

16 **PATRICIA MICKLE HUTCHISON,**
17
18 Respondent.

19 **NO.**

20 **SPECIAL MASTER ORDER**

21 The Special Master, Judge Pro Tem Andi J. Paus, was appointed by the court on
22 January 26, 2016 for the purposes of dividing personal property. The parties had a
23 telephone conference on February 17, 2016 and in-person meeting on March 1, 2016 with
24 the Special Master for the purpose of identifying the personal property to be divided and
25 exploring the issues of dispute. Identification of the personal property to be divided is
26 still at issue.

THE SPECIAL MASTER FINDS:

1. Respondent/Wife has exclusive use of the parties' real property located at
(Carefree residence).
Petitioner/Husband has exclusive use of the parties' property located in Prescott, Arizona
(Cabin).
2. There is an Order of Protection in place under case number
ordering Husband to "not go to or near [Wife's]. . .Residence:

1
2 3. Neither party has had an opportunity to go to the other residence to
3 inventory the personal property in that residence.

4 4. Inventories of the residences are necessary to complete the list of personal
5 property to be divided. The parties cannot agree on a neutral third party to oversee the
6 inventory process.

7 5. Of significant concern to the Special Master are numerous guns and other
8 items that were in the Cabin, removed by Wife, relocated into a storage unit, and now
9 missing. Husband filed a police report relating to the items being taken from the Cabin.
10 Wife has not filed a police report for the items being taken from the storage unit.

11 6. The parties have exchanged personal property lists, which include personal
12 property located in both residences; personal property missing; and personal property
13 believed to be his/her sole and separate. The lists are not complete.

14 7. There is personal property that was already divided and awarded to each
15 party in the Decree of Legal Separation.

16 8. The Cabin is located in the National Forest, and the parties have a right to
17 use the property pursuant to a special use permit. The sale of the Cabin is a personal
18 property matter done with a bill of sale. There was an offer on the Cabin; a counter offer
19 was made by the parties; and the interested buyers have withdrawn their offer. The
20 Decree outlines the process now that there is no sale of the property.

21 **IT IS THEREFORE ORDERED AS FOLLOWS:**

22 1. Each party shall have an opportunity to inventory the residence of which
23 he/she does not have exclusive use and Husband shall have an opportunity to inventory
24 Wife's storage unit. While inventorying the residence/storage unit, lists can be made,
25 pictures/videos taken, but nothing can be removed from the residence except as outlined
26 in this order.

*Had to Request the Right to Inventory
Tom's storage unit. Initially Andi said No
2 days & cost for me for gun appraiser to see
it. ...*

*Tom is not
permitted to
live full time
without a
primary
Residence.*

Tom did

1 2. The parties shall not enter the other's residence alone and at all times shall
2 be with a third party neutral who will escort him/her through the residence. The third
3 party that shall be used is Steven P. Neiman, SFC, U.S. Army Military Police (retired),

4 3. Payment for the neutral escort at \$50/hour (with a three hour minimum)
5 shall be made by the Special Master from the advance fee and/or added to the invoice of
6 the parties to the extent the first advance fee has been exhausted.

7 3. Husband shall be allowed entry into the Carefree Residence on Wednesday,
8 March 9, 2016 starting at 10:00 a.m. and to the extent needed, continuing until 5:00 p.m.
9 Husband shall also be allowed entry into any storage unit of Wife's during that time.
10 Wife shall not be present. To the extent Husband does not have a key to the residence or
11 storage unit, Wife shall make one available to him by dropping it off at the Special
12 Master's office for pick up or by making arrangements with the third party neutral.
13 Husband's entry into the Carefree Residence is for the purposes of the litigation and is
14 not in violation of the Order of Protection.

15 4. While at the Carefree Residence, Husband shall remove his Suzuki
16 Motorcycle.

17 5. Wife shall be allowed into the Cabin on Tuesday, March 15, 2016 starting
18 at 10:00 a.m. and continuing as necessary until 5:00 p.m. Husband shall not be present.
19 To the extent Wife does not have a key to the residence, Husband shall make one
20 available to her by dropping it off at the Special Master's office for pick up or by making
21 arrangements with the third party neutral.

22 6. To allow for both parties to add to the written inventory of property, an
23 extension to the earlier deadline for exchange of a complete inventory list is ordered. On
24 or before March 17, 2016, both parties shall complete their inventory lists by adding to
25 the list emailed on March 1, 2016. (This list is in email form at the request of the parties,
26 but can be converted to Excel.)

Andi ordered first deadline extension

and last deadline extended for summer vacation

*Andi's
boyfriend
conflict of
interest*

1 7. The inventory list shall include items that each party believes to be missing
2 and what items are believed to be his/her sole and separate property (acquired by gift,
3 inheritance, devise, or prior to the marriage). Upon completion, the inventory lists shall
4 be combined (to the extent possible) and emailed to the Special Master with a copy to the
5 other party.

6 8. On or before March 18, 2016 at noon, each party shall email the Special
7 Master directly without copying the other party a list of personal property that he/she
8 would like awarded to him/her. Once the Special Master has both lists, those lists shall
9 be distributed to both parties.

10 9. Both parties shall make contact with the realtor for the Cabin to make
11 arrangements to sign a listing agreement on or before March 16, 2016.

12 10. Except as outlined herein, neither party shall have *ex-parte* communication
13 with the Special Master. All emails shall be copied to the other party.

14 **DATED** this 7th day of March, 2016.

17 _____
18 Andi J. Paus
19 3131 E. Camelback Rd., Ste. 230
20 Phoenix, Arizona 85016
21 Special Master

22 **ORIGINAL** of the foregoing
23 delivered for filing this 8th day of
24 March, 2016 with:

25 Maricopa County Superior Court

26 **COPY** of the foregoing delivered this
8th day of March, 2016 to:

*I witnessed 4
ex-parte communications
between Tom & Andi
before & after in-person
mtgs.
1 - BCC to Andi from Tom*

1 **COPY** of the foregoing e-mailed this
2 TH day of March, 2016 to:

3 Thomas M. Hutchison
4)
5 Petitioner/Husband

6 **COPY** of the foregoing e-mailed this
7 TH day of March, 2016 to:

8 Max Hanson, Esq.
9 Attorney for Respondent/Wife
10 Patricia Mickle
11 Respondent/Wife
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1 Timothy W. Steadman
2 STEADMAN LAW FIRM, PLC
3 1423 S. Higley Rd. Suite 109
4 Mesa, Arizona 85206
5 (480) 964-2800 Fax: (480) 964-2802

6 STATE BAR NO.: 022708

7 Attorneys for Respondent

8 **SUPERIOR COURT OF ARIZONA**

9 **MARICOPA COUNTY**

10 In re the Marriage of:)	No.
11 THOMAS M. HUTCHINSON,)	OBJECTION TO SPECIAL MASTER
12 Petitioner,)	ORDER RE: DIVISION OF PROPERTY
13 and)	
14 PATRICIA MICKLE HUTCHINSON,)	
Respondent)	

15
16 Petitioner Patricia Mickle, by and through undersigned counsel, hereby submits her
17 Objection to the Special Master Order Re: Division of Property:

18 **Gun Collection**

19 1. Wife does not object to the manner in which the parties gun collection was valued,
20 nor the actual value that was presented to the special master via the appraisal referenced in the
21 order. Wife does object, however, to the value of the stolen guns and related property being charged
22 to her. As Wife testified, she was advised by her former counsel to retrieve the firearms from the
23 cabin so that they could be appraised. Wife did not feel comfortable retaining the firearms at the
24 home. She did not have the combination to the gun safe and therefore was not able to secure the
25 guns. Wife placed the firearms in a storage facility that she believed was secure. She ensured that

1 there were security cameras that would monitor anyone accessing the storage unit where the
2 firearms were held.

3 2. Wife asserts that her reliance on the security of the storage facility was reasonable.
4 She went to a well-established reputable company. It was reasonable for her to assume that the
5 property in her storage unit was secure and that no one other than her could access it. It was also
6 reasonable for her to visit the facility infrequently to physically inspect the property that was held
7 there.

8 3. It had been a couple of months since her last visit when Wife discovered that the
9 firearms had been stolen from the storage facility. Because so much time had passed, the security
10 footage had been deleted or taped over. Wife had no idea when the guns were stolen and therefore
11 could not even make an accurate police report.

12 4. As stated in the special master order, Wife suspects that Husband was actually the
13 one that retrieved the firearms from the storage facility. No one else knew what they were there.
14 However, Wife understands that she cannot prove that it was Husband who took the guns. All she
15 knows is that they were stolen from the storage facility and that they are not in her possession.

16 5. It is not reasonable to make a Wife 100% responsible for the criminal act of the
17 person stole firearms. When the guns were stolen, they were stolen from both Husband and Wife.
18 This is certainly not what Wife would have preferred. She would much rather have her half of the
19 value of the firearms than for them to have been stolen. Unfortunately, they were stolen and neither
20 Husband nor wife will now receive their portion of the value of the guns.

21 6. The special master's order with regard to the firearms does not create an equitable
22 result. It makes wife 100% responsible for a crime committed by a third-party of which she had
23 absolutely no knowledge and over which she had no control. Again, it is unfortunate that the guns
24 were stolen, but they were stolen. Both parties should be equally affected by the theft. It is not fair
25 for the burden to be laid solely on Wife.

1 Jewelry

2 7. the parties each obtained appraisals of the jewelry that they purchased during the
3 marriage. Wife's appraisal was performed by local jeweler and was essentially what he would offer
4 her if he were to buy the actual jewelry. In that sense, the value from Wife's appraisal is a real
5 number for the value of the jewelry because it is what she could get for it if she were to sell it.

6 8. Husband retained a different jeweler who provided what amounts to a retail appraisal
7 of the jewelry. The value that he placed on each item was astronomical. In fact, it was many times
8 what the parties had actually paid for the items. It appears that the values placed on each piece by
9 Husband's appraiser are the amounts that would be required to purchase each of the items in a retail
10 setting in Scottsdale where the appraiser is located.

11 9. The special master rightly concluded that the retail appraisal did not represent an
12 appropriate value for the jewelry. It appears that her method of determining the value amounts to
13 little more than a guess. She basically split the difference between the two appraisals and used a
14 value that is still 3 or 4 times higher than what Wife could actually get if she were to sell the
15 jewelry.

16 10. When Husband's appraisal was provided to Wife's counsel, it was proposed that
17 Husband retain the jewelry at the values proposed in his appraisal. That proposal was rejected. At
18 this time, if Husband is happy with the value placed on the jewelry by the special master, Wife
19 would happily turn it over to him in exchange for the \$75,000 value that was used by the special
20 master.

21 11. Throughout this process, it has been Husband's assertion that the jewelry is worth
22 much more than Wife believes it is worth. If that is the case, Wife would like to test Husband's
23 convictions regarding the value and allow him to retain the jewelry so that she can receive the cash
24 she needs to restart her life.

25

1 12. Therefore, with respect to the jewelry, Wife requests that the court either use the
2 liquidation value that Wife can actually get if she sells the jewelry, or, that the special master value
3 be used and that Husband be granted ownership of the jewelry.

4 **Stolen Gold and Silver Coins**

5 13. The same analysis that has been proposed above with respect to the division of the
6 stolen firearms applies to the special master's recommendation regarding the gold and silver coins
7 that were stolen from the storage unit. It is not equitable for the entire value to be charged to Wife.
8 The coins were stolen from what Wife reasonably assumed to be a secure location. It is equitable
9 for the parties to be equally impacted by the crime that was committed against them.

10 **Special Master Fees**

11 14. The special master has recommended that Wife be responsible for \$2000 more of her
12 fees than Husband. Wife does not believe that this is equitable or that it is warranted by the
13 evidence. The special master acknowledges that Wife had difficulty understanding what was
14 expected of her prior to hiring counsel. Wife's difficulties stem from legitimate mental and
15 emotional health needs and are not the result of any willful behavior by Wife. Wife being punished
16 for lack of understanding is essentially the same as someone with special needs or a disability being
17 held to the same standard as someone who does not have the special needs or does not suffer from a
18 disability.

19 15. When Wife hired counsel, she was better able to participate in the process. The
20 special master trial did not go forward free of difficulty, but it did go forward, appraisals did
21 happen, access to the storage unit was offered to husband and the special master process was
22 concluded.

23 16. Wife expressed her concerns about the manner in which the special master was
24 appointed, including a complete lack of compliance with the applicable rule of family procedure.
25 She likewise expressed in the court that she felt that there had been bias against her, including

1 suspected ex parte communication between the special master and Husband. The court ultimately
2 denied her motion to remove the special master but Wife maintains that her concerns were well-
3 founded. As a result, her failure to fully understand the process and her reluctance to acquiesce to
4 what she considered to be unfair treatment are understandable and reasonable.

5 17. Wife would much prefer that Husband be ordered to pay the entire amount of the
6 special master fees. She does not feel it is equitable that she even be ordered to be responsible for
7 half of the fees. There is certainly no justification for her to pay more than half. Wife therefore
8 requests that the court reject the recommendation that she be ordered to pay \$2000 more of the
9 special master fees.

10 **Recommendations**

11 18. The special master made an error when calculating the amounts due from each party.
12 Wife was charged with \$9,200 of coins. The only coins that were actually charged to wife by the
13 special master (which she objects to) were the coins contained in the bag that Husband valued at
14 \$1,000. The remaining coins are in Husband's possession. Husband should therefore be charged
15 with possession of the coins and Wife should be entitled to half of their value.

16 19. The actual breakdown of money due to each party should be as follows:

- 17 a. The \$27,549 of stolen guns, \$1,000 of stolen coins and \$2,150 of Husband's sole
18 and separate guns should be considered a loss to both parties and should not
19 figure into the division of assets.
- 20 b. Husband should be charged with \$9,200 of coins and \$75,000 of jewelry (Wife
21 will turn all jewelry over to Husband upon request). Husband should therefore
22 owe Wife \$42,100 representing half of the coins and the jewelry.
- 23 c. Husband should be charged with \$19,675 in guns meaning that he owes Wife
24 \$9,837.50 as her half of the guns.
- 25

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- d. Husband should be awarded the cabin with a value of \$160,000 meaning that he owes Wife \$80,000 as her share of the value of the cabin.
- e. The special master fees of \$15,000 should be born equally by the parties. Husband has apparently already advanced \$7,500 so Wife will pay her half from the proceeds of the sale of the marital residence.
- f. The total due to Wife from Husband is as follows:
 - i. \$42,100.00 for coins and jewelry
 - ii. \$9,837.50 for her half of the firearms
 - iii. \$80,000 for the cabin
 - iv. **Total - \$131,937.50**

20. Wife proposes that this amount be taken from Husband's share of the proceeds of the sale of the former marital residence as a full equalization of the personal property.

RESPECTFULLY SUBMITTED this 14th day of September, 2016.

STEADMAN LAW FIRM, PLC

By: /s/ Timothy W. Steadman
 Timothy W. Steadman.
 Attorneys for Respondent

Original filed this 14th day
 of September, 2016, with:

Clerk of the Court

Copy mailed this 14th day
 of September, 2016 to:

..... l
 Amy M. Urness
 Bar Urness PLC

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/s/ TWS

Rubber Stamped Andi Paus fraudulent assessment.

The math was wrong, if he read document would have discovered discrepancies

SUPERIOR COURT OF MARICOPA COUNTY

FILED

1/26/17 10:14AM Michael K. Jeanes, Clerk

EXHIBIT WORKSHEET

By: Deputy Clerk

Hearing Type: TRIAL/EVIDENTIARY

Case Number: Co-Defendant: No Hearing Date: 12/01/2016

THOMAS HUTCHISON

Counsel: AMY M URNESS

vs

PATRICIA MICKLE

Counsel: TIMOTHY WAYNE STEADMAN

denied denied

Ex #	ID	Off'd	In Evidence	Exhibit Description	Released
	DEF			CAREFREE MAINTENANCE RECORDS W/ATTACHMENT	Y
	DEF			COMMUNITY DEBT W/ATTACHMENT(S)	Y
3	DEF	PLF	12/1/2016	FIREARMS REPORTED STOLEN	
4	DEF	DEF	12/1/2016	LETTER DATED 10/31/2016 W/ATTACHMENT(S)	
5	PLF	PLF	12/1/2016	FINE JEWELRY APPRAISAL	

Tom's personal community property (weapons, ammo binoculars, Knife collection, etc. pictures denied by Andi Paus \$38,000.00 appraisal - photo's taken with Neutral, Steve Neiman, Andi Paus husband - A judge (Andi) can't hire a family member

Received By: _____

Processed By: _____

Date: 1/26/17 Date: 1/26/17

Person Filing: Patricia J. Mickle
Address (if not protected):
City, State, Zip Code: SC
Telephone: _____
Email Address: _____
Lawyer's Bar Number: _____

COPY

FEB 17 2017



MICHAEL KESSELE, CLERK
K. MASAWIESTEWA
DEPUTY CLERK

Representing Self, without a Lawyer or Attorney for Petitioner OR

**SUPERIOR COURT OF ARIZONA
IN MARICOPA COUNTY**

Notice to Appeal

Thomas M. Hutchison

Case Number: _____

Name of Plaintiff or Petitioner

Title: Special Master Order
Trial - 12/1/16

Patricia J. Mickle Hutchison

Name of Defendant or Respondent

Explain what you want the Court to order. The Judge may grant, deny, or change your request (or "motion"). A ruling will be issued by "minute entry."

*Notice To Appeal
Special Master Order
Factual Errors:*

- 1) Andi Paus did not reimburse funds from Legal Separation Document*
- 2) Charged Replacement Value for Jewelry and we did not have the Insurance Personal Article Coverage for Replacement. Required to use "store-buy" value*
- 3) Patricia was not allowed to gain appraisal for coins, and collect hidden coins under paper in boxes.*
- 4) Government land lease does not permit full ownership of cabin, a primary residence is required.*

Andi Paus (special master) did not have legal right to give cabin to Thomas Hutchison, he has lived there for 2 years (with 1 yr. with an order of protection) to stay at cabin as full-time residence.

- 5) Charge by Andi Paus to Patricia is unjust as 2 missed deadlines were agreed upon by her. a) #6 extension of deadline ordered
b) extension for family re-union summer vacation.

4) Thomas Hutchison & Andi Paus met 4 times witnessed by myself and Mediation Receptionist ex-parte communication #10.

Thomas Hutchison BCC to Andi Paus without the email copy sent to me #10

7) Andi Paus awarded Carefree Home furnishings to me, sold at Levine Auction House for \$2,000.00 (4,500 sq. ft. home filled with old, used furniture.

8) Andi awarded Thomas only item of value, Admiral Nelson Grandfather Clock (est. \$9,600.00 per Tom)

9) Question of conflict with Andi's recommendation of Steve Neimann as Neutral, they are in a relationship.

10) She displayed blatant bias and has state bar complaints of same

Today's Date: 2/16/17

11) Capital gains, Repairs, & maintenance ^{Your Signature} is owed to me.

12) Mr. Steadman was moving at time of trial, on disciplinary action, was unsatisfactory in his representation

I was unaware of this information

November 21, 2016

Steadman Law Firm PLC
1310 E Southern Ave
Mesa, AZ 85204



RE: Patricia Mickle

Timothy Steadman,

We have prepared the following on behalf of Patricia Mickle:

- Summary of the maintenance expenses for the Carefree property
- Summary of the average monthly utilities for the Carefree property
- Summary of the community debt incurred
- Summary of income and cabin costs
- Summary of assets along with attachment of jewelry listing and coin documentation
- Summary of issues
- Copy of summary of tax preparation bill

These summaries were prepared based on the documents that Patricia Mickle provided for our review.

Along with what I have scanned the following is needed to be included with the records for the court:

- Attach Pre-trial statement
- Attach copy of medical records
- What conclusions of fact and law on the following issues Community Property, Community debt and Spousal Maintenance is needed
- Please address Bates stamp on page 3 and what is needed along with 3 ring binder and number dividers
- We have attached the following exhibits:
 - B. Firearms will split State Farm claim of \$23,400 and to split firearms in Tom's possession of \$27,782 in one half
 - C. Jewelry per Tom is his investment and all jewelry goes to Tom and Tom pays Patty \$75K of mediator's price
 - D. Coins Appraisals required of all coins including hidden with ½ of the cash value to Patty. Gold and silver coin appraisal from Tom \$8,723. This amount does include the hidden coins found during inventory _____.
 - E. Community Debt – Tom owes Patty as of Date of Dissolution 11/19/2014 ½ of \$6,000 already paid to on Capital One bill with Tom to pay ½ of remaining \$10,000 balance. Tom owes total of \$8,000.
 - F. \$80,000 owed to Patty for cabin and ½ of cabin furnishings to be appraised.

2222 W. Pinnacle Peak Road, Suite 240 Phoenix, AZ 85027
623-455-9630 • fax 623-455-9634

Tom's Income

Total of Monthly Pensions \$4,822.49

Note: Tom's Social Security was never included in joint accounts always kept in separate account. Social Security started at age 62 now age 70. Approximate total payout \$192,000.

Social Security \$2,000.00
Total \$6,822.49

Patricia Mickle Spousal Maintenance Per month \$2,500

Note: Tom is allowed to deduct spousal support of \$2,500 per month on his income taxes. Patty is taxed as income on this \$2,500 monthly spousal support. This \$2,500 per month is not a sufficient amount to cover basic living expenses.

Tom Hutchison 2016 Cabin Cost Seasonal Residence. Purchase price \$150,000

Land Lease	Property Tax	Insurance	Propane	HOA	Total
\$2,881	\$724	\$787	\$900	\$200	\$5,492

Note: Tom withheld 4 months of monthly income during 2014-2015 bills were late. I incurred considerable debt on personal Visa's.

Assets

Appraisal of Community Firearm Collection

Note: Stolen guns from storage unit to be reimbursed by State Farms Insurance. This is to be divided into 1/2 each.

Remaining value of guns in storage

\$23,400
\$27,782
\$51,182

Total Value of guns in storage and Insurance to be paid

\$13,891

Total to be distributed to each

\$25,591

Other Assets

Jewelry

Note: Patrick's Jewelers appraised jewelry at \$20,695. Tom had appraisal done at a jewelry store in Paradise Valley which appraised at \$148,040 which is the insurance replacement value. State Farms policy does not have a separate rider for the jewelry and there for would not be covered in event of loss.

See attached page for listing of jewelry

Admiral Nelson Grandfather Clock \$9600 to be divided in 1/2. Which is \$4,800.

Snap on tool box and tools

\$6000 Tom's estimate to be divided in 1/2. Which is \$3000.

Community items purchased during marriage in Tom's possession at cabin.

Item	Value	Item	Value
1918 Trench Knife	\$650.00	Magazine	\$40.00
Bit set	\$35.00	Rifle cleaning stand	\$40.00
Holster 505	\$10.00	Bit set	\$20.00
Holster belt ammo pouch	\$50.00	Lyman punch set	\$45.00
Ammon pouch ammo	\$5.00	Antique wooden box	\$250.00
Holster and belt	\$50.00	Knife w/ scabbard	\$200.00
Holster 10X	\$110.00	WWI Trench Knuckle Knife	\$500.00
Hard case	\$60.00	Knife and pleyer set	\$50.00
Hard case	\$60.00	Camilles pocket knife	\$285.00
		spam cam ammo in jeep	\$100.00
		Custom leather pouch	\$60.00
		Military compass	\$50.00
		Artic hoods	\$20.00
		2 Knives	\$60.00
		Footlockers 2 missing	\$150.00
		USK B Fighting Knife	\$50.00
		Smokey Bear Antique pic	\$175.00
		2 pictures wolf and trees	\$120.00

Community Debt - Property Settlement Agreement pg. 9, Husband assumes debts before date of Dissolution Petition - See attachment E

Capital One - 11/19/14 Note: \$6,000 of this debt already paid by Patty. Tom owes 1/2 of this which is \$3,000.
Petition for Dissolution Current balance as of 11/15/16 is \$10,000 and Tom owes \$5,000 of this. Total Tom
of Marriage 11/21/14 \$16,000.00 owes is \$8000

Tom Hutchison	Bunch Co	Jewelry	Lisa Taxes	Clock	License Fee	Refund	Gun	Total	1/2 Total
Appraisal Debt 1/2 due to Patty	\$450.00	\$150.00	\$250.00	\$200.00	\$300.00	\$1,500.00	\$2,850.00	\$1,425.00	

Patty's Expenses	Medical	Capital One	Visa Bill Amounts	Total
	\$397.00		\$2,311.04	Visa
		\$474.47	\$600.00	Capital One
			\$600.00	Venture
			\$397.00	Chase
			\$397.00	
Total	\$1,960.15	\$5,500.00	\$1,800.00	\$36,026.05
Note:	has a \$1,500 Decutable and copy of 80/20			

Medical Records see attachment A

Capital Gains to be paid \$ 23,301.00

Note: See attached letter dated 2/17/16 - Tom financially responsible letter

2 soft cases	\$60.00 assorted pocket knives	\$100.00 watch	\$10.00
9 magazines \$25 each	\$225.00 3 knives w/ scablands	\$300.00 Toy rifle	\$10.00
Soft case	\$60.00 Antique dental tools	\$150.00 Brownell guns accessories	\$188.58
Soft case	\$60.00 Military Compass grenade fus	\$50.00 Pith Helmet	\$25.00
Assorted gun cases	\$20.00 Artic hoods	\$20.00 Books	\$70.00
M-1 Garand original tan	\$50.00 2 way ban radio	\$60.00 Army coat tree	\$10.00
M1 Garand original black	\$25.00 K-Bar fighting knife	\$60.00 Engineer toolbox	\$50.00
Bianchi holster	\$40.00 Pistol full moon clip	\$7.00 Handled brass tray	\$50.00
Custom holster	\$25.00 Cannon fuse/explosives	\$5.00 Shooting bench	\$50.00
Antique Chair	\$95.00 3 Woodend footlockers	\$150.00 Antique radio Motorola	\$100.00
Brass cigarette ashtray	\$125.00 Contents of lockers	\$225.00 Antique tub	\$460.00
Cowboy hat	\$45.00 Sig Sauer conversion Kit	\$350.00	\$1,808.58
Paddle holster	\$20.00 2 mag clips	\$100.00	
Holster 1943 WWII 4R	\$60.00 Borer scope	\$40.00	
38 military holster	\$50.00 Air rifle Beemer RI	\$50.00 Total Assets from Cabin	\$14,836.58
Punch set	\$20.00 Sworski Binoculars	\$1,500.00	
Holster	\$15.00 Custom leather pouch	\$60.00	
SW Grip	\$50.00 Canon binoculars	\$160.00	
2 speed Loadens	\$10.00 AX	\$20.00	
5 speed loadens	\$10.00 Receipt/Buckys	\$1,000.00	
Punch x 5	\$15.00 Buckys Receipt	\$1,020.00	
XP magazine	\$25.00 25 RDR	\$25.00	
Extended magazine	\$20.00 Belt Holster	\$50.00	
5-9 MI carbine magazine	\$50.00 Surefire flashlights \$450 each	\$900.00	
M14 magazine	\$40.00 DVD headphone Bose	\$450.00	
Duty holster	\$15.00 1-5 M14 Magazines	\$400.00	
Bandaleer 3x	\$9.00 Pouch mix	\$20.00	
Magazine	\$20.00 Human Skull (missing)	\$1,200.00	
Cleaning rods	\$25.00 Antique Fan	\$475.00	
Pistol Grips	\$120.00 Reloading tool	\$5.00	
Ammunition 7.62 Nato	\$12.00 M Bedroom safe	\$200.00	
	\$2,446.00	\$10,582.00	

Room	Item
Hallway Closets	Champion Gun safe plus Swarovski binoculars and gun holsters Knife collection, coin collection and World Cane Collection. Medation denied Mrs. Hutchison appraisals.
Living Room	Cleaning equipment (assorted) Copper Cookware Antique bathtub Old Philco radio Holster collection 2 binoculars Caps, belts, clothing, etc. 4 wooden storage chests
Loft	

Note: Mediation denied Patty's daughter her wedding gift - Kitchen table with 6 chairs. Grand daughter small vanity & chair, hope chest and one yellow leaf table.

Note: Mr. Hutchison was given cabin and 100% of all furnishings. During mediation Mrs. Hutchison was told to split Carefree property furnishings currently at cosignment shop with 40% arrangement. Admiral Nelson grandfather clock from Carefree home was given to Mr. Hutchison, his value price \$9,600. Mediation denied 1/2 value to wife.

Coin Collection - See attachments

Mr. Hutchison claims value of coins are \$8,200, but during Mrs. Hutchison's supervised cabin inventory many additional coins were found and has pictures of proof.

7/14/17

Patricia J. Mickle

Superior Court of Arizona
County of Maricopa

Case No.

Thomas Hutchison, Petitioner

Patricia Hutchison, Respondent

Application For Judgement of Specific Acts Or Vesting Of Title

Dear Sir,

In response, Thomas Hutchison comes to the court with unclean hands. He has violated the Orders of the court, for example:

- Large sum of coins, I haven't been allowed for an appraisal as requested, and the amount he has listed is a factual error as I have pictures of a much larger sum.
- Reimbursement of Carefree home and chattel's appraisals
- Reimbursement for maintenance
- Reimbursement for landscaping
- Reimbursement for plumbing issues

I, in No Way intended to avoid this Court's Orders.

I was distracted during this time trying to obtain from Thomas Hutchison my property that was awarded to me by Special Master, Andi Paus, which Tom refused to give me.

No equity without providing equity to me. In response to all court orders, Thomas Hutchison has violated, I ask of this court to fine, jail, etc. for not abiding by law.

I, respectfully, would like to apply for a hearing.

copy from court from Andi Pans

Deposition = subpoena



Scottsdale Divorce and Mediation, PLLC

full landscape Reimbursement

Court money Returned

VIA E-MAIL ONLY

Ms. Aarti Bhaga, Esq.
Wilson-Goodman Law Group, PLLC
Rome Towers
1760 E. Pecos Road, Suite 315
Gilbert, Arizona 85295

Rule 69
have to sell property

April 11, 2018

aarti@wgoodlaw.com

Ms. Bhaga,

This correspondence is sent in response to your correspondence dated March 29, 2018 and is sent pursuant to Rule 408 of the Arizona Rules of Evidence. Ms. Mickle is going to discover that getting into a reimbursement war with my client is not in her best interest as she owes my client in excess of what she is requesting from him. My client has been cooperative and generous during this matter, and is trying hard to move on with his life and wishes Ms. Mickle would do the same.

1. Home Repairs and Landscaping Reimbursement

Section 14 (e) & (f) of the Property Settlement Agreement (hereinafter "Agreement") covers utilities and repairs on both the Mule Train house and the Cabin. Under this Agreement, your client is responsible for all "Carefree-related utilities" and her share of the costs of insurance on both residences. Also under that Agreement my client agreed to reimburse Ms. Mickle one-half of the following expenses:

- a. \$1,300.00 for Kevin Boutin, Home Care Specialist;
- b. \$199.14 for MWPS, Inc./Kineticco;
- c. \$315.31 for Barbecue Doctor, Inc.;
- d. \$288.00 for ClearPro Window & Carpet Cleaning.

Total agreed upon expenses equals \$2,102.45 / 2 = \$1,051.22 owed to Ms. Mickle.

The Carefree Maintenance Expenses chart in your correspondence shows landscaping costs of \$5,800, Broken screens for \$141.00, plumbing charges totaling \$2,265.00, air conditioning costs of \$424.00, and garage door expenses of \$120.00. The above expenses total \$6,750.00. One half of that amount is \$3,375.00 owed to Ms. Mickle.

? Reimbursement for total landscaping - not half

paid for Carefree Inc.

Homeowners

13951 N. Scottsdale Road, Suite 234
Scottsdale, Arizona 85254
(480) 459-2944

www.ScottsdaleDivorceandMediation.com

Tom owes up to date 11/24/2014
separation filing was 11/19/2014 - court
or
Dissolution of Marriage

February 17, 2016

PATRICIA HUTCHISON
PO BOX 6146
CAREFREE AZ 85377

Dear Patricia Hutchison,

I'm reaching out to you in follow up to our phone conversation on February 11, 2016, about your request to confirm who is responsible for the account.

Our records confirmed the account was opened on January 11, 2005, with you as the Primary holder, and Thomas Hutchison as the co-applicant. Both applicants are financially responsible for the account. For your review, I've enclosed a copy of the application.

If you have additional questions, please call me, Monday through Friday from 10:30 a.m. to 7 p.m., PT. When contacting me, please be sure to have the following six digit phone PIN
I'm glad to help any way I can.

Sincerely,

Enclosure

Prepared For:
Patricia Hutchison

To Whom It May Concern,

I have been contacted by Mrs. Hutchison and she has provided two lists of guns which Mr. Hutchison has given to his attorney. Mr. Hutchison states on each list the number of guns which were stolen from Mrs. Hutchison's storage unit.

The first list dated 2/26/2016
Firearms of Thomas M. Hutchison
He states 21 guns have been taken.

The second list from the Arizona Mediation Institute
States 41 guns were in storage unit and stolen.

In response to the discrepancy in numbers, I have enclosed my list of the 27 guns in Mrs. Hutchison's storage unit that I appraised.

Also, to clarify my valuation method of ~~Replacement Value~~, the gun values were determined by Demand, Rarity, and Condition. The gun values are ~~the sales price one may receive from a gun show or on-line purchase.~~

Respectfully yours,

Kenton Tucker

11/20/16

*Attachments

Thursday P.M.
Hong Kong

God I love you! God I
miss you! Please Marry
me?! I promise to be
a communicator that
showers you with attention
and Specialties!!

Specialties:

1. Diamond Ring
2. Diamond Ear Rings
3. Beautiful Clothes
4. Great Cars
5. Furs?
6. Great Homes (to come)
7. Great Furniture
8. Mushroom - - - - -
9. OTHER (to be negotiated.) A



W MARRIOTT HOTEL
HONG KONG
EXECUTIVE LEVEL



PATRICIA J. MICKLE-HUTCHISON

Pacific Place, 88 Queensway, Hong Kong



State Farm Fire and Casualty Company

2700 South Sunland Drive
Tempe, AZ 85282-3387

**HUTCHISON, THOMAS M &
HUTCHINSON PATRICIA**

RENEWAL CERTIFICATE

POLICY NUMBER

Homeowners Policy
MAR 31 2016 to MAR 31 2017

BILLED THROUGH SFPP

Coverages and Limits

Section I

A Dwelling		\$1,122,400
Dwelling Extension	Up To	112,240
B Personal Property		841,800
C Loss of Use		Actual Loss Sustained

Deductibles - Section I

All Losses	1,000
------------	-------

Section II

L Personal Liability	\$1,000,000
Damage to Property of Others	500
M Medical Payments to Others (Each Person)	1,000

Annual Premium \$1,955.00

Premium Reductions

Utility Rating Credit	262.00
Home Alert Discount	27.00
Home/Auto Discount	880.00
Claim Record Discount	629.00

Inflation Coverage Index: 223.0

ocation:

PP No:

Settlement Provisions (See Policy)

Replacement Cost - Similar Construction
Limited Replacement Cost - Coverage B

Plans, Options, and Endorsements

Homeowners Policy
Increase Dwlg up to \$224,480
Finance/Law 10%/ \$112,240
Jewelry and Furs \$1,500/\$2,500
Back-Up Dwll/Listed Property
Homeowners Policy Endorsement
Mandatory Endorsement

FP-7955
OPT ID
OPT OL
OPT JF
FE-5706.4
FE-3419
FE-3243

Please help us update the data used to determine your premium. Contact your agent with the year each of your home's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

1/26/2017 - Patricia Hutchison did not carry a separate personal articles policy with State Farm Insurance

State Farm



Thanks for letting us serve you. We appreciate our long term customers.

VP,SR

4011 1

REP

Moving? See your State Farm agent.
See reverse for important information.

Prepared FEB 04 2016

Replacement cost insurance is a policy option that can be added to your homeowners insurance and often used to help protect your property.

Replacement cost value is the amount it would cost to repair or replace a lost, stolen or damaged item with one of the same material and quality as the original — in today's market.

Designer Jewelry Fine Gems Repairs

J. PATRICK
jewelers LLC



PATTY
MICKLE

ESTATE
VALUE

1935
30

4-16-16

①

- 1) 14K GOLD 4 LINK BRACELET 18K
APPROX 49.9 GRAMS \$ ~~1200~~ 1200
- 2) 14K YG LIGHT WT. CHAIN 18"
APPX 1.8 GRAMS \$ 30⁶⁹³⁰
- 3) 18 K YG TURTLE CHAIN 16"
APPX 7.7 GRAMS ~~180~~ 180
- 4) CARTOUCHE PENDANT ~~18K YG~~ 3.6 GRAMS ~~135~~ 135
+ 22" 18K CHAIN APPROX 6.5 GRAMS 135-
Gift from Egypt trip - to Chad + Lauren also
- 5) 14K YG TIFFANY SOLITAIRE ENGAGEMENT
RING WITH $\frac{1}{2}$ 2CT ROUND BRILLIANT DIAMOND SI, H-I QUALITY 5000-
APPX 5.0 GRAMS - Color not investment quality
Gift - Engagement Ring
- 6) 14K YG CHANNEL SET WEDDING BAND WITH
11 $\frac{1}{2}$.10CT FULL CUT DIAMONDS OF SI, H-I QUALITY APX 3.8 GRAMS 750-
Gift Wedding Band
- 7) PAIR OF 14K YG STUD STYLE EARRINGS
EACH EARRING IS SET WITH ONE
ROUND BRILLIANT DIAMOND WEIGHING
APPROX 1 CT AWD OF SI₂ 4000-
Gift - saved money from a jewelry
dealer friend in Pennsylvania.

MICKLE

- 12) LADIES 18K ^{1/4} RING WITH ONE OVAL SHAPED FACETED NATURAL SAPPHIRE CORUNDUM MEASURING APPROX 9.8 x 9.1 x 5.0 MM, WEIGHING APPROX 3.75 CTS, OF MED-DARK BLUE WITH A HINT OF VIOLET, SOME COLOR ZONING, GOOD CUT + TRANSPARENCY. ALSO 12 FULL CUT DIAMONDS WEIGHING APPROX. 10 CTS AND OF ~~VS~~ VS, H-I QUALITY. APPROX 7.3 GRAMS
 Gift from Brazil for uprooting family and moving to 2800 United Kingdom.
- 13) PAIR OF 18K ^{1/4} EARRINGS. EACH EARRING IS SET WITH ONE OVAL SHAPED FACETED SAPPHIRE CORUNDUM MEASURING APPROX 9.0 x 7.1 x 4.5 MM, WEIGHING APPROX 2.30 CTS, OF MED-DARK BLUE COLOR WITH A HINT OF VIOLET, SOME COLOR ZONING, FAIR TO GOOD CUT + TRANSPARENCY. ALSO 12 FULL CUT DIAMONDS WEIGHING APPROX .05 CTS EA. + OF VS, H-I QUALITY
 APPROX 8.3 GRAMS 2300
 Gift from Brazil for moving to U.K.
- 14) 18K ^{1/4} AUDEMARS PIQUET GENEVE BRACELET WATCH SERIAL # 21715 WITH AUDEMARS PIQUET 17J MANUAL MOVEMENT
 Woman's watch found in U.K. @ flea market - because Tom loved me and wanted to buy this for me. 1500
 Paddy Mickle - May 2016

~~ESTATE VALUE FOR LIQUIDATION VALUES~~

RETAIL VALUE FOR INSURANCE PURPOSES

No Insurance Personal Article Umbrella

~~Total = \$ 20,693.00~~

HOUSE OF DIAMONDS

Fine Jewelry Appraisal

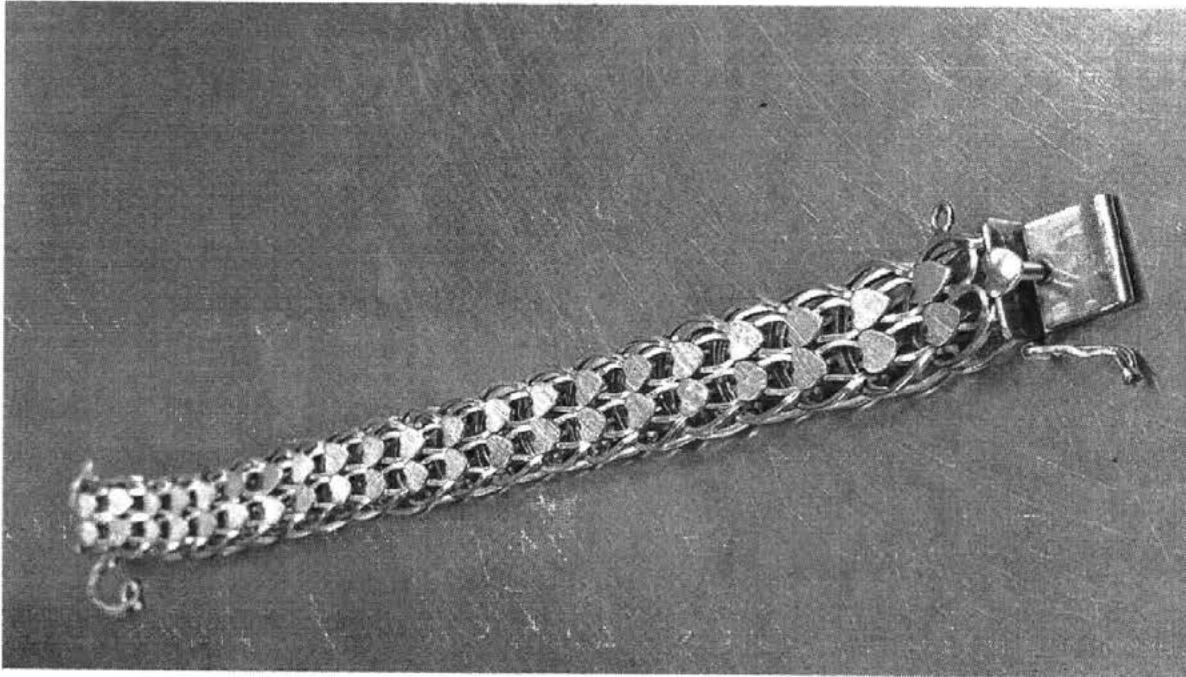
Customer Name: Patty Mickle

Date: 11/25/2017

Customer Address:

Bracelet Description

One (1) 14K Yellow Gold Bracelet Weighing 32.03 Grams & Measuring 7.5" x 0.50"



Insurance Replacement Value (USD): \$3,475.00

This ~~Insurance Replacement Value Appraisal~~ was prepared by Brent Taubman for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Amy Urness (Tom's attorney) Recommendation & personal jeweler

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

Mr. Taubman said he would not purchase any of this jewelry
patty 11/25/17

HOUSE OF DIAMONDS

Fine Jewelry Appraisal

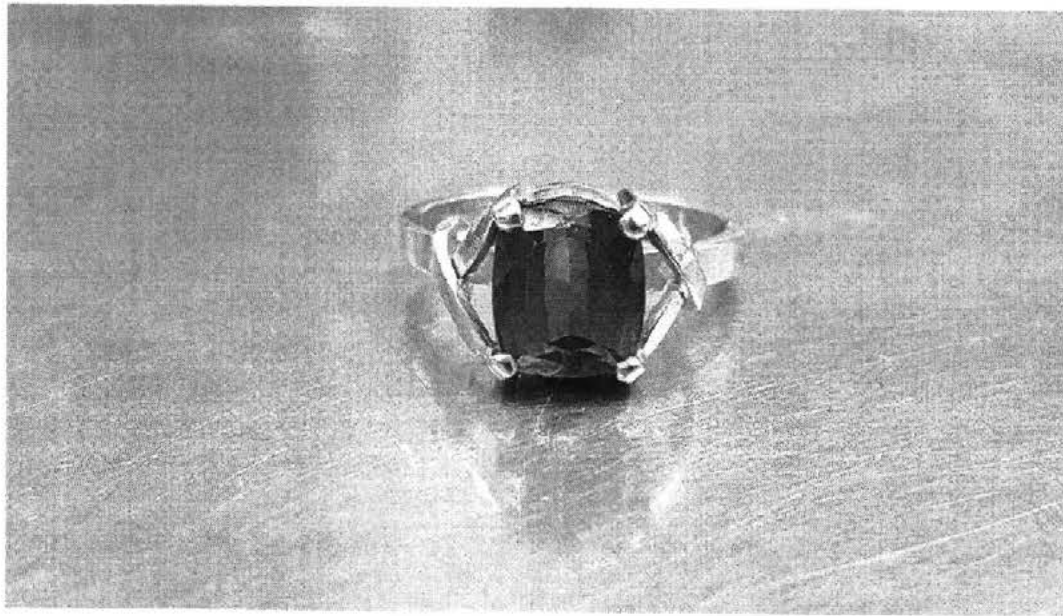
Customer Name: Patty Mickle

Date: 11/25/2017

Customer Address:

Tourmaline Ring Description

One (1) 18K Yellow Gold Tourmaline Ring, Weighing 4.37 Grams, Containing One (1) Genuine Diamond-Cut Antique Cushion Shaped Green Tourmaline AAA Weighing Approximately 2.40ct Total Weight & Measuring Approximately 8.50 x 7.50 mm



Insurance Replacement Value (USD): \$1,800.00

This **Insurance Replacement Value Appraisal** was prepared by Brent Taubman for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

Fine Jewelry Appraisal

Customer Name: Patty Mickle
Customer Address:

Date: 11/25/2017

Diamond Solitaire Ring Description

One (1) 14K Yellow/White Gold Four (4) Prong Solitaire Ring, Weighing 4.92 Grams, Containing One (1) Round Brilliant Cut Diamond I/J SI1 Weighing Approximately 2.00ct Total Weight & Measuring Approximately 8.20mm



Insurance Replacement Value (USD): \$31,275.00

This **Insurance Replacement Value Appraisal** was prepared by Brent Taubman for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

Fine Jewelry Appraisal

Customer Name: Patty Mickle

Date: 11/25/2017

Customer Address:

Diamond Band Description

One (1) 14K Yellow Gold Diamond Band, Weighing 3.72 Grams, Containing Eleven (11) Channel Set Round Brilliant Cut Diamonds G VS2 Weighing Approximately 1.00ct Total Weight



Insurance Replacement Value (USD): \$2,300.00

This **Insurance Replacement Value Appraisal** was prepared by Brent Taubman for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

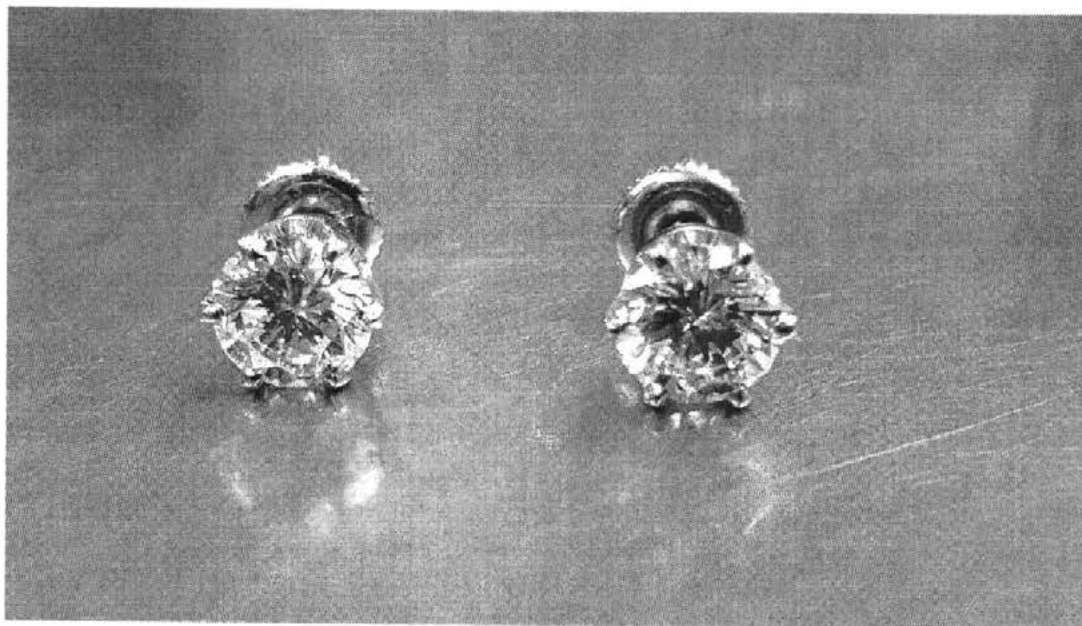
Fine Jewelry Appraisal

Customer Name: Patty Mickle
Customer Address:

Date: 11/25/2017

Diamond Earrings Description

One (1) Pair of 14K Yellow Gold Six (6) Prong Screwback Diamond Earrings, Weighing 2.23 Grams, Containing Two (2) Round Brilliant Cut Diamonds I/J SI1/SI2 Weighing Approximately 2.10ct Total Weight



Insurance Replacement Value (USD): \$12,000.00

This **Insurance Replacement Value Appraisal** was prepared by Brent ~~Taubman~~ for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

Fine Jewelry Appraisal

Customer Name: Patty Mickle

Date: 11/25/2017

Customer Address:

Ruby & Diamond Ring Description

One (1) 18K Yellow Gold Ruby & Diamond Ring, Weighing 5.29 Grams, Containing One (1) Genuine Diamond-Cut Oval Shaped Red Ruby AAA Weighing Approximately 2.70ct Total Weight & Measuring Approximately 5.50 x 4.50 mm & Eighteen (18) Round Brilliant Cut Diamonds G VS2 Weighing Approximately 0.30ct Total Weight & Ten (10) Tapered Baguette Cut Diamonds G VS2 Weighing Approximately 0.30ct Total Weight



Insurance Replacement Value (USD): \$16,000.00

This **Insurance Replacement Value Appraisal** was prepared by Brent Taubman for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

Fine Jewelry Appraisal

Customer Name: Patty Mickle

Date: 11/25/2017

Customer Address:

Ruby & Diamond Earrings Description

One (1) Pair of 18K Yellow Gold Ruby & Diamond Earrings, Weighing 4.61 Grams, Containing Two (2) Genuine Diamond-Cut Oval Shaped Red Rubies AAA Weighing Approximately 1.20ct Total Weight & Measuring Approximately 5.50 x 4.50 mm & Twenty (20) Round Brilliant Cut Diamonds G VS2 Weighing Approximately 1.00ct Total Weight



Insurance Replacement Value (USD): \$5,500.00

This **Insurance Replacement Value Appraisal** was prepared by Brent Taubman for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

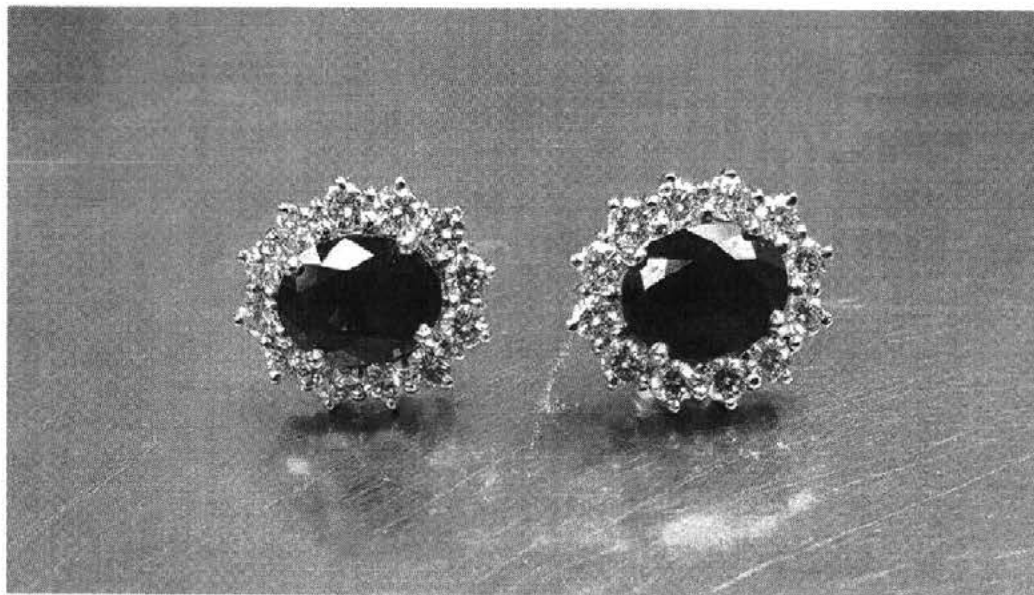
Fine Jewelry Appraisal

Customer Name: Patty Mickle
Customer Address:

Date: 11/25/2017

Sapphire & Diamond Earrings Description

One (1) Pair of 18K Yellow Gold Sapphire & Diamond Earrings, Weighing 8.29 Grams, Containing Two (2) Genuine Diamond-Cut Oval Shaped Blue Sapphires AA Weighing Approximately 5.00ct Total Weight & Measuring Approximately 9.50 x 7.50 mm & Twenty-Four (24) Round Brilliant Cut Diamonds G VS2 Weighing Approximately 1.30ct Total Weight



Insurance Replacement Value (USD): \$24,565.00

This **Insurance Replacement Value Appraisal** was prepared by Brent Taubman for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

Fine Jewelry Appraisal

Customer Name: Patty Mickle

Date: 11/25/2017

Customer Address:

Sapphire & Diamond Ring Description

One (1) 18K Yellow Gold Sapphire & Diamond Ring, Weighing 7.33 Grams, Containing One (1) Genuine Diamond-Cut Oval Shaped Blue Sapphire AAA Weighing Approximately 4.30ct Total Weight & Measuring Approximately 10.00 x 9.20 mm & Twelve (12) Round Brilliant Cut Diamonds G VS2 Weighing Approximately 1.20ct Total Weight



Insurance Replacement Value (USD): \$24,930.00

This **Insurance Replacement Value Appraisal** was prepared by ~~Brent Taubman~~ for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

Fine Jewelry Appraisal

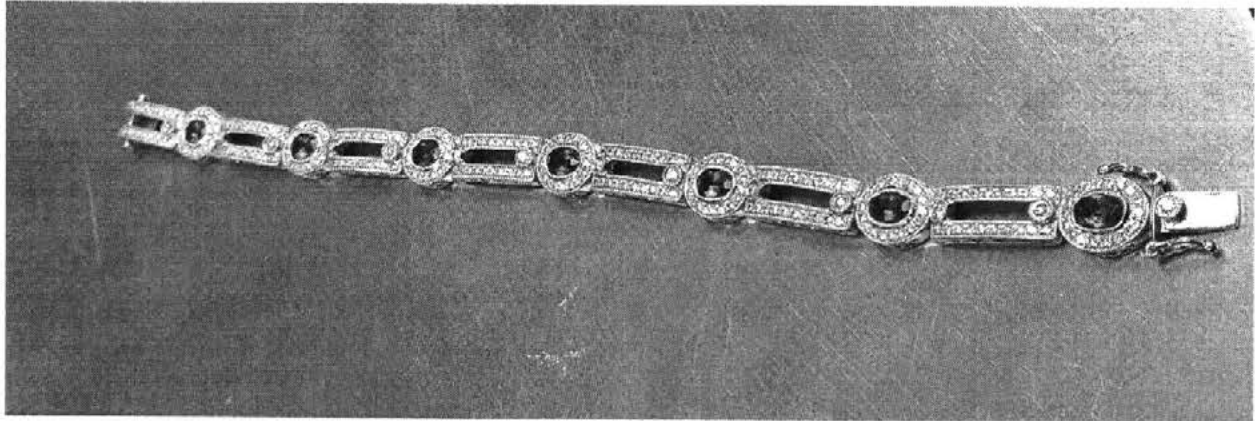
Customer Name: Patty Mickle

Date: 11/25/2017

Customer Address:

Diamond & Sapphire Bracelet Description

One (1) 18K White/Yellow Gold Diamond & Sapphire Bracelet, Weighing 17.58 Grams, Containing Fourteen (14) Fancy Yellow VS2 Round Brilliant Cut Diamonds Weighing 0.29ct Total Weight & Two Hundred & Sixty-Six (266) Round Brilliant Cut Diamonds G VS2 Weighing 1.96ct Total Weight & Seven (7) Genuine Diamond-Cut Oval Shaped Pink Sapphires AAA Weighing 3.00ct Total Weight & Each Measuring Approximately 6.00 x 4.00 mm



Insurance Replacement Value (USD): \$11,300.00

This **Insurance Replacement Value Appraisal** was prepared by Brent Taubman for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

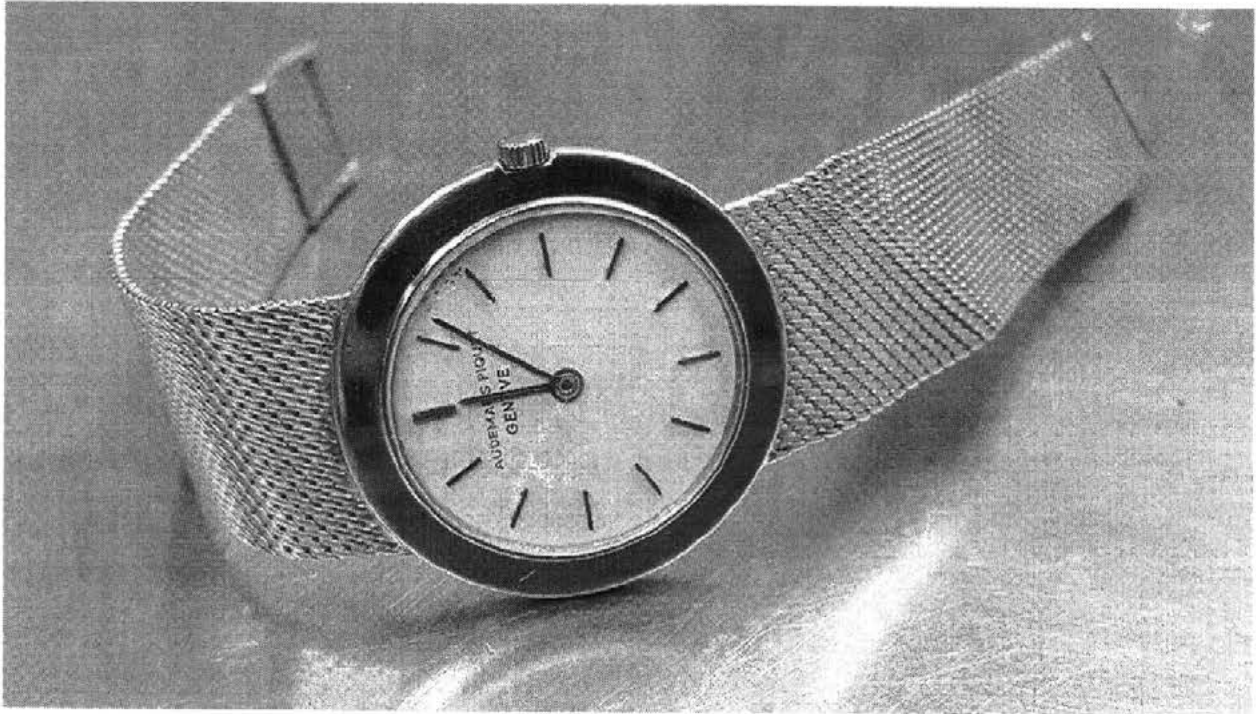
Fine Jewelry Appraisal

Customer Name: Patty Mickle
Customer Address:

Date: 11/25/2017

Watch Description

One (1) 18K Yellow Gold Audemars Piguet Genève Watch Weighing 46.81 Grams. Back of Watch Case is Stamped 21715



Insurance Replacement Value (USD): \$2,500.00

This **Insurance Replacement Value Appraisal** was prepared by Brent ~~Taubman~~ for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

Fine Jewelry Appraisal

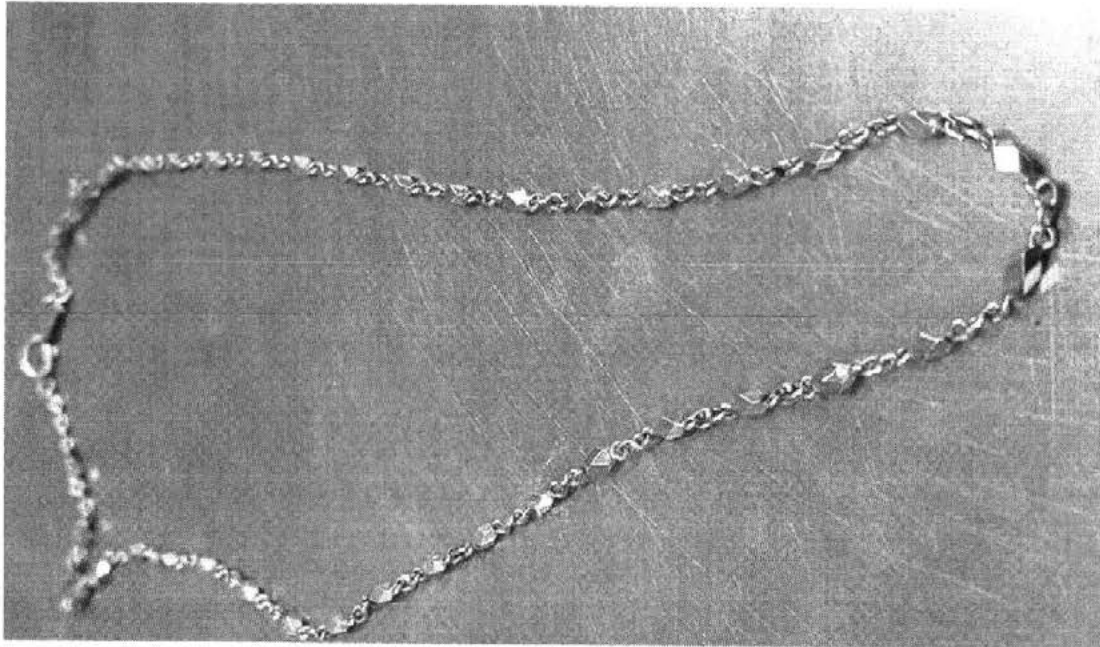
Customer Name: Patty Mickle

Date: 11/25/2017

Customer Address:

Necklace Description

One (1) 15" 18K Yellow Gold & Platinum Fancy Chain Weighing 7.74 Grams



Insurance Replacement Value (USD): \$850.00

This **Insurance Replacement Value Appraisal** was prepared by Brent Taubman for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

Fine Jewelry Appraisal

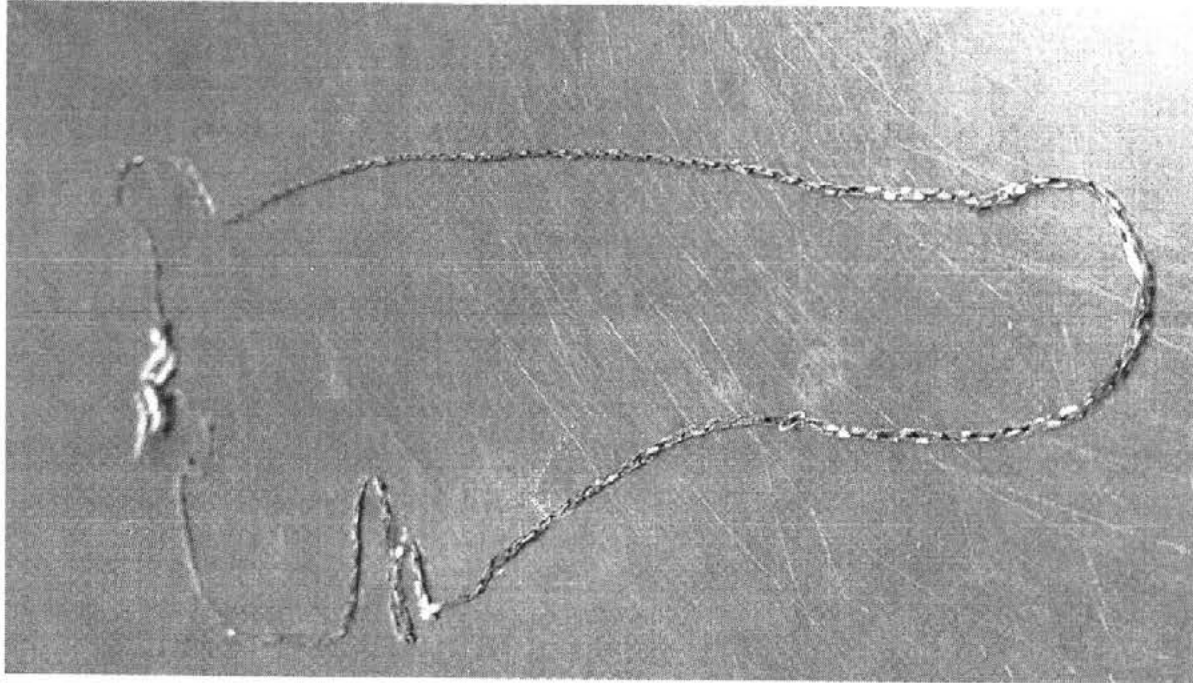
Customer Name: Patty Mickle

Date: 11/25/2017

Customer Address:

Necklace Description

One (1) 18" 14K Yellow Gold Fancy Chain Weighing 1.76 Grams



Insurance Replacement Value (USD): \$175.00

This **Insurance Replacement Value Appraisal** was prepared by Brent Taubman for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

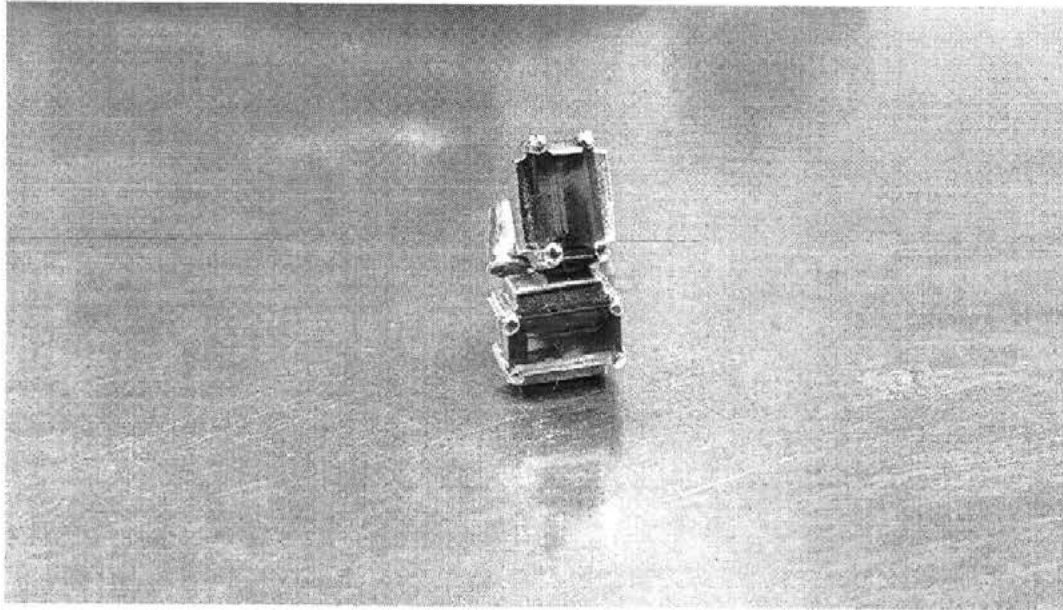
Fine Jewelry Appraisal

Customer Name: Patty Mickle
Customer Address:

Date: 11/25/2017

Tourmaline Earrings Description

One (1) Pair of 18K Yellow Gold Tourmaline Earrings (Earrings backs are 14k), Weighing 2.26 Grams, Containing Two (2) Genuine Diamond-Cut Emerald Shaped Green Tourmalines AAA Weighing Approximately 1.00ct Total Weight & Measuring Approximately 6.00 x 3.15 mm



Insurance Replacement Value (USD): \$700.00

This **Insurance Replacement Value Appraisal** was prepared by Brent Taubman for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

Fine Jewelry Appraisal

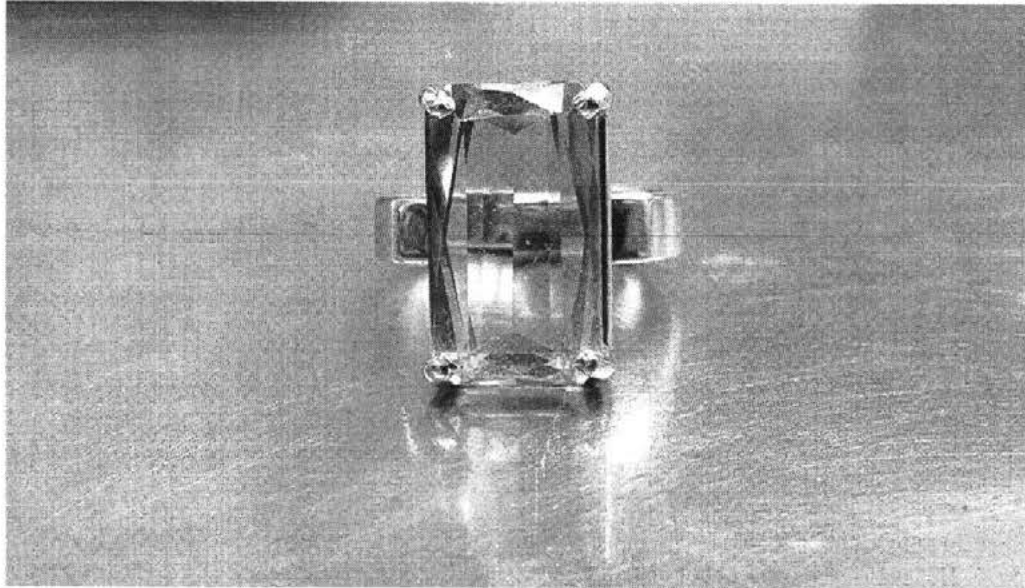
Customer Name: Patty Mickle

Date: 11/25/2017

Customer Address:

Citrine Ring Description

One (1) 14K Yellow Gold Citrine Ring, Weighing 6.19 Grams, Containing One (1) Genuine Diamond-Cut Emerald Shaped Orange Citrine AAA Weighing Approximately 8.00ct Total Weight & Measuring Approximately 16 x 9 mm



Insurance Replacement Value (USD): \$900.00

This **Insurance Replacement Value Appraisal** was prepared by Brent Taubman for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

Fine Jewelry Appraisal

Customer Name: Patty Mickle
Customer Address:

Date: 11/25/2017

Amethyst Ring Description

One (1) 14K Yellow Gold Amethyst Ring, Weighing 3.15 Grams, Containing One (1) Genuine Diamond-Cut Oval Shaped Purple Amethyst AAA Weighing Approximately 8.00ct Total Weight & Measuring Approximately 10 x 8 mm



Insurance Replacement Value (USD): \$500.00

This **Insurance Replacement Value Appraisal** was prepared by Brent Taubman for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

Fine Jewelry Appraisal

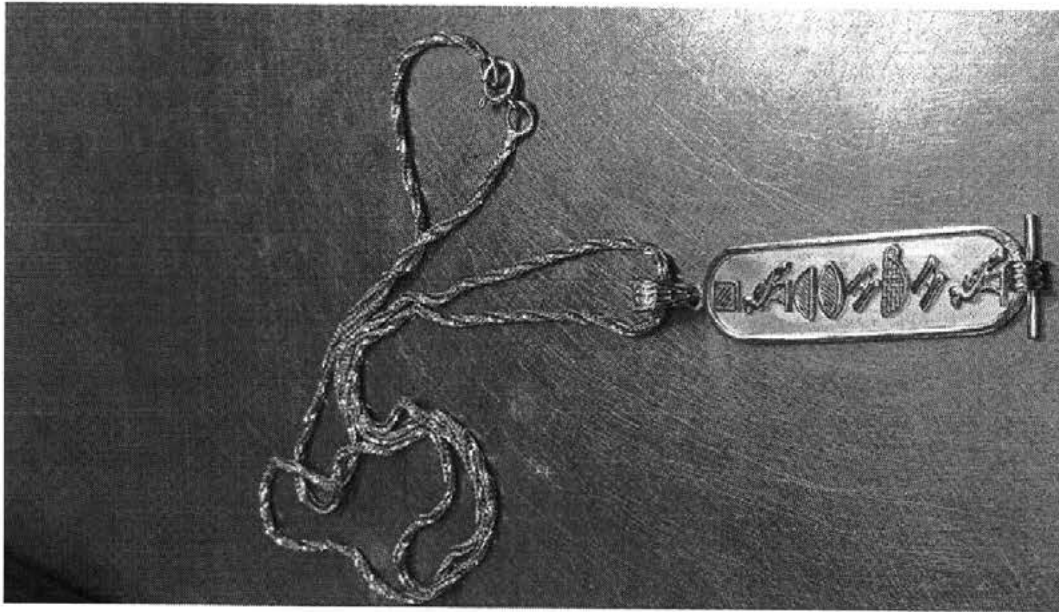
Customer Name: Patty Mickle

Date: 11/25/2017

Customer Address:

Necklace & Pendant Description

One (1) 22" 18K Yellow Gold Fancy Chain Weighing 6.49 Grams Accompanied By One (1) 18K Yellow Gold Cartouche Pendant Weighing 3.56 Grams



Insurance Replacement Value (USD): \$1,100.00

This **Insurance Replacement Value Appraisal** was prepared by Brent Taubman for Patty Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologist)

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00

HOUSE OF DIAMONDS

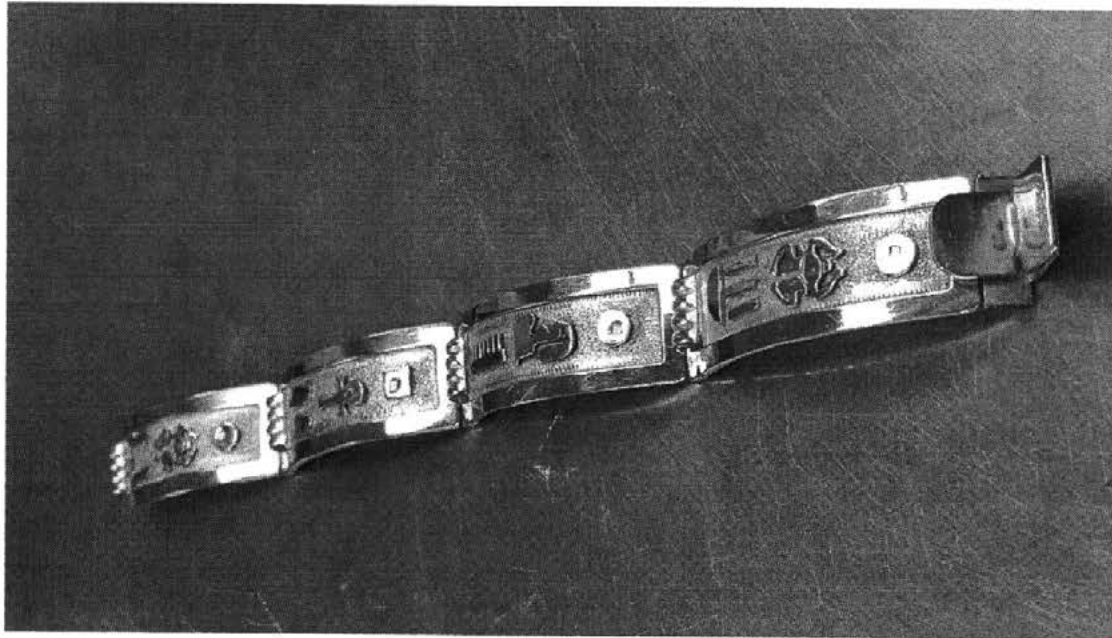
Fine Jewelry Appraisal

Customer Name: Pattv Mickle
Customer Address:

Date: 11/25/2017

Bracelet Description

One (1) 21K Yellow Gold Bracelet Weighing 50.14 Grams & Measuring Approximately 7" x 0.58"



Insurance Replacement Value (USD): \$8,170.00

This **Insurance Replacement Value Appraisal** was prepared by Brent Taubman for Pattv Mickle on November 25, 2017.

Brent Taubman (House of Diamonds Graduate Gemologis

House of Diamonds, LLC
13637 North Tatum Blvd, Suite # 25
Phoenix, AZ 85032

Gold: \$1337.20

Silver: \$19.66

Platinum: \$1122.00



Contact Information Home

- Locate an AGA Member -
- Membership Information - Donations
- Antonio C. Bonanno Award -
- Resources, Links & Articles - Event Info -
- Event Gallery

AGA Member Search Results

New Search State: select - or - Last Name: Search

Search criteria: **lastname = Taubman AND state = AZ** Search Results: **No matches found.**

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 [Home](#)
 [Locate an AGA Member](#)
 [Membership Information](#)
 [Event Gallery](#)
[Antonio C. Bonanno Award](#)
[Resources, Links & Articles](#)
[Event Info](#)

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House of Diamonds
Mr. Taubman
is not a certified gemologist.

Andi Paus Requested a gemologist referral.

Tom's attorney, Amy Urness choise this appraiser for Tom + he (jeweler) stated he is Amy + John Urness personal jeweler and friend. Conflict of interest + fraud by Amy - she knew he was not



E.D. MARSHALL JEWELERS
GOLDSMITHS-GEMOLOGISTS-HOROLOGISTS

COVER LETTER

Purpose & Function

This appraisal report was made at the request of Ms. Patricia Jean Mickle, Respondent, to determine the Fair Market Value of jewelry for division of community property for dissolution of marriage. This report is valid April 16, 2018, the completion date of this document. The monetary evaluation considered is the value expected in the market where such items sell, and the type, condition, and quality of the jewelry under consideration. This appraisal is subject to the terms and limiting requirements listed in this report.

Qualifications of the Appraiser

GIA Graduate Gemologist, Specialized Gems & Jewelry Appraiser, Elizabeth Wright has over thirty years' experience in the jewelry industry in sales, purchasing of Estates, and appraisals. E. D. Marshall Jewelers, 10261 N. Scottsdale Rd., Scottsdale, Arizona, 85253, employs Ms. Wright as an Appraiser.

Procedure for Examination and Appraisal

The jewels were tested using the latest "state-of-the-art" methods and precision equipment. All jewelry examined was "on-site." Jewelry described in this appraisal has been analyzed and graded using industry standards for diamonds, colored gemstones, and metals.

Grading nomenclature used for diamonds, colored gemstones, and pearls are those utilized in the systems developed by the Gemological Institute of America. Diamond color is graded using permanent master diamond stones for color comparison certified by the Gemological Institute of America.

Unless otherwise stated, all weights were estimated by formula, based on measurements of the diamonds and colored gemstones insofar as the mountings permitted.

The non-invasive Thermal Scientific X-ray Precious Metal Analyzer determined the type and fineness of metal not hallmarked.

Page 1 of 3

FMV
\$ 35,125⁰⁰



E.D. MARSHALL JEWELERS
GOLDSMITHS-GEMOLOGISTS-HOROLOGISTS

Considerations made in the determination of the dollar value of gemstones include weight, shape, quality of cut, clarity, color, and the desirability of the gems. Also, the method of manufacture, quality of craftsmanship, design, artist/designer/manufacture, trademark, hallmark, physical condition, repairs needed or performed, supply and demand, and the present economic position of the current market.

Fair Market Value

As a general definition of fair market value, this appraiser considered the price at which the jewelry would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having a reasonable knowledge of relevant facts. The specific markets addressed were Estate Jewelers and Auction Houses who commonly deal in secondary market jewelry.

The values in this report were determined using the market data approach. Each item specified was researched to consider the most common market in which a comparable item was sold. The sentimental personal value of an item does not affect fair market value.

Current market information determines value, and no opinion is expressed as to any future long-range financial worth or as to any previous value. The analysis of the current market conditions does not take into account possible influences to the market caused by changes in fashion, economics, or political events which could occur after the date of this report.

Limiting Conditions

The fees paid for this appraisal do not include the services of the appraiser for any other matter whatsoever. In particular, compensation paid to date, do not include any of the evaluator's time or services in connection with any statement, testimony, or other matters about the property contained herein. Financial responsibilities for this valuation shall be limited to fees rendered.

It is understood and agreed that if the appraiser is required to give court testimony or make any such statements to any third party concerning the described property or appraisal, the applicant shall pay the appraiser for all of such time and services. The fee rendered is at the appraiser's then-current rates for such services with one-half of the estimated charge paid in advance to the appraiser before any testimony.

Page 2 of 3



E.D. MARSHALL JEWELERS
GOLDSMITHS-GEMOLOGISTS-HOROLOGISTS

The suitability and intended use of this appraisal in its entirety are predetermined; therefore, the format and the values established are valid for the stated purposes of the document only and considered invalid if used for any purpose unknown to the appraiser. This report, or copy thereof, may be transmitted to a third party or legal entity, only in its entirety.

The appraiser assumes no responsibility for unforeseen changes in market conditions. This appraisal is not an offer to buy. The evaluation is at an hourly rate rather than based on the value of the items.

~~Elizabeth~~ Wright
GIA Graduate Gemologist
Specialized Gems & Jewelry Appraiser

Abbreviation Key

Pennyweight (Metric weight) = dwt.
Gram (Troy weight) = gr.
Carat (Gemstone weight) = ct.
Karat (Metal fineness) = kt.
Carat total weight (Gemstones) = cttw.
Millimeter (Metric measurement) = mm.
Inches (US measurement) = "
Round Brilliant Cut = RBC
Fair Market Value = FMV

The condition of an item with examples

Excellent = Very light to no wear (Mint or Near Mint)
Very Good = Light wear (Minor repairs, needs refinishing)
Good = Minor damage (nicked stones, obvious scratches, needs re-stringing)
Fair = Moderate damage (stones chipped, deep scratches, loose links, missing findings)
Scrap = Damaged (Not worth repairing)

Page 3 of 3

Subject: **Photos - Jewelry Photos**

Date: 4/26/2018 10:31:14 AM US Mountain Standard Time

From:

To:

Patricia Mickle 15 photos of jewelry



SINCE 1971

E. D. MARSHALL JEWELERS

DESIGN & MANUFACTURE

Elizabeth Wright

GIA Graduate Gemologist

Specialized Gems & Jewelry Appraiser

10261 N Scottsdale Road | Scottsdale, AZ 85253

480-922-1968 | ewright@edmarshalljewelers.com



2



4



3



1

Mickle



#8



#7



#5



#6

Mickle

#12



#11



#10



#9



Mickle

Mickle



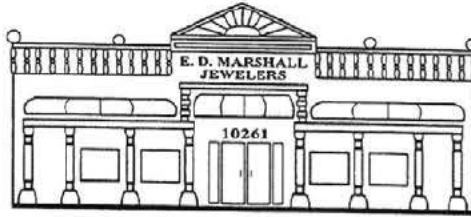
15



13



14

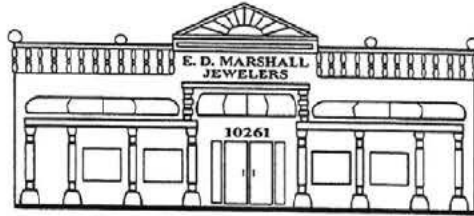


E.D. MARSHALL JEWELERS
GOLDSMITHS-GEMOLOGISTS-HOROLOGISTS

The Division of Property for Case No.:
Patricia Jean Mickle, Respondent to Dissolution of Marriage

The information described herein is null and void without the accompanying 3-page Cover Letter

- 1) 14 Karat Yellow Gold, Platinum & Diamond Engagement Ring. Featured in a four prong platinum head is a round brilliant cut diamond (Graded loose): 8.15 – 8.24 x 4.91mm weighing 2.04 carat, SI1 clarity, I color. 14 karat yellow gold shank measures 2.4mm in width. Net weight: 2.9 dwt. Condition: Very Good.
FMV: \$13,700.00
- 2) 14 Karat Yellow Gold & Diamond Wedding Band. Channel set are eleven (11) 3.0mm round brilliant cut diamonds weighing 1.00 cttw. Clarity: VS2-SI2 (Two damaged diamonds), Color: G-H. Net weight: 2.4 dwt. Condition: Good.
FMV: \$700.00
- 3) 14 Karat Yellow Gold & Diamond Ear Studs. Set in six prong heads are two (2) round brilliant cut diamonds each measuring 6.5mm average diameter weighing 2.00 cttw. One diamond is I1 clarity, and I color. The other is SI2 clarity and J color. Both exhibit extremely strong blue fluorescence. Fasteners: threaded posts with screw backs. Net weight: 1.4 dwt. Condition: Good – Hazy transparency due to the fluorescence.
FMV: \$5,200.00
- 4) 18 Karat Yellow Gold, Ruby & Diamond Ring. The ruby is an oval-shaped mixed cut measuring 8.4 x 7.5 x 3.6mm weighing 1.91 carat. Clarity: Heavily Included. Enhancement: Heat treated. Color: Dark tone, Strong saturation, slightly bluish Red color. Diamonds: Eighteen (18) 1.4mm to 1.7mm diameter channel set round brilliant cuts weighing 0.30 carat plus ten (10) channel set baguette cuts measuring 2.0mm x 1.5mm weighing 0.20 carat total. Average Clarity: SI1. Average Color: H. Net weight: 3.4 dwt. Condition: Very Good.
FMV: \$2,400.00



E.D. MARSHALL JEWELERS
GOLDSMITHS-GEMOLOGISTS-HOROLOGISTS

The Division of Property for Case No.:

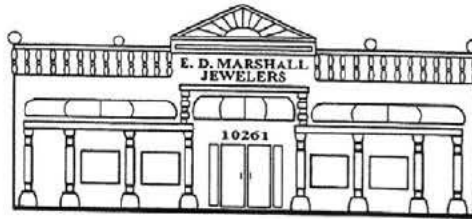
Patricia Jean Mickle, Respondent to Dissolution of Marriage

The information described herein is null and void without the accompanying 3-page Cover Letter

5) 18 Karat Yellow Gold, Ruby & Diamond Earrings. Prong set are two (2) oval-shaped mixed cut rubies. One measures 5.57 x 4.18 x 2.57mm weighing 0.50 carat. The other ruby measures 5.71 x 4.36 x 3.06mm weighing 0.62 carat. Clarity: Slightly Included. Enhancement: Heat treated. Color: Dark tone, Strong saturation, slightly bluish Red color Prong set around the rubies is a combined total of twenty (20) 2.4mm round brilliant cut diamond weighing 1.00 cttw. Average Clarity: SI1. Average Color: H. Fasteners: Friction backs with tension backs. Net weight: 2.9 dwt. Condition: Very Good. FMV: \$1,500.00

6) 18 Karat Yellow Gold, Sapphire & Diamond Earrings. Prong set are two (2) oval-shaped mixed cut sapphires. One measures 9.03 x 7.05 x 3.88mm weighing 2.20 carat. The other sapphire measures 8.99 x 7.06 x 3.39mm weighing 1.93 carat. Clarity: Heavily Included. Enhancement: Heat treated. Color: Dark tone, Strong saturation, Blue color. Prong set around the sapphires is a combined total of twenty-four (24) 2.4mm round brilliant cut diamond weighing 1.20 cttw. Average Clarity: VS2. Average Color: H. Fasteners: Friction backs with tension backs. Net weight: 5.3 dwt. Condition: Very Good. FMV: \$3,500.00

7) 18 Karat Yellow Gold, Sapphire & Diamond Ring. The sapphire is an oval-shaped mixed cut measuring 10.0 x 9.12 x 5.17mm weighing 4.12 carat. Clarity: Heavily Included. Enhancement: Heat treated. Color: Dark tone, Strong saturation, Blue color. Encircling the sapphire is prong set round brilliant cut diamonds: Twelve (12) 3.0mm weighing 1.20 cttw carat. Average Clarity: VS2. Average Color: H. Net weight: 4.7 dwt. Condition: Very Good. FMV: \$4,200.00



E.D. MARSHALL JEWELERS
GOLDSMITHS-GEMOLOGISTS-HOROLOGISTS

The Division of Property for Case No.:

Patricia Jean Mickle, Respondent to Dissolution of Marriage

The information described herein is null and void without the accompanying 3-page Cover Letter

8) 18 Karat White Gold, Pink Tourmaline & Diamond Link Bracelet. Bezel set are seven (7) oval-shaped Portuguese Cut tourmalines measuring 6.0 x 4.0 x 2.8mm weighing 3.00 cttw. Bead set are two hundred sixty-six (266) round brilliant cut diamond weighing 1.96 cttw. Clarity: I1. Color: H-I. Bezel set are thirteen (13) 1.7mm round brilliant cut diamonds weighing 0.29 cttw (One diamond is missing): Clarity: SI1. Color: Irradiated enhanced Yellow. The bracelet has rectangular links alternating with oval links. Length: 7". Fastener: Concealed box with two figure '8' safety latches. Net weight: 11.3 dwt. Condition: Good – One missing and several loose diamonds.
FMV: \$2,000.00

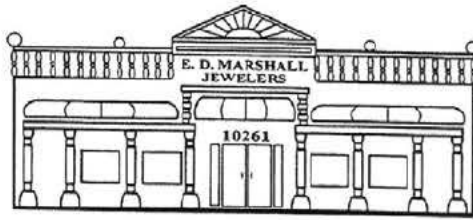
9) 18 Karat Yellow Gold Audemars Piguet Wristwatch. Movement: Manual Wind. Case No.: 21715. Case: Round. Dial: White with Stick markers and Baton hands. Net weight: 30.0 dwt. Condition: Fair – Bent bracelet. The movement needs cleaning and adjusting.
FMV: \$1,000.00

10) 18 Karat Yellow Gold and Platinum Fancy Link Neck Chain. Length: 15". Net weight: 5.0 dwt. Condition: Good – Short length.
FMV: \$500.00

11) 14 Karat Yellow Gold 18" Neck Chain. Net weight: 1.1 dwt. Condition: Poor – twisted and broken links.
FMV: \$25.00

12) 18 Karat Yellow Gold and Tourmaline Ring. Prong set is one (1) cushion-shaped mixed cut Medium bluish Green Tourmaline. Weight: 2.40 carat. Measurements: 8.50 x 7.50 x 6.0mm. Net weight: 2.8 dwt. Condition: Poor – Heavily damaged tourmaline.
FMV: \$80.00

13) 14 Karat Yellow Gold and Tourmaline Ear Studs. Prong set are two (2) baguette cut yellowish Green tourmalines. Measurements: 6.0 x 3.2 x 2.1mm weighing 1.00 cttw. Fasteners: Friction posts with tension backs. Net weight: 1.4 dwt. Condition: Good – chipped stones.
FMV: \$100.00



E.D. MARSHALL JEWELERS
GOLDSMITHS-GEMOLOGISTS-HOROLOGISTS

The Division of Property for Case No.:
Patricia Jean Mickle, Respondent to Dissolution of Marriage
The information described herein is null and void without the accompanying 3-page Cover Letter

14) 14 Karat Yellow Gold and Citrine Ring. The citrine is a rectangular scissor cut. The stone has an 80% window and is poorly cut. Weight: 6.00 carat. Net weight: 4.0 dwt. Condition: Good – nicked stone.
FMV: \$150.00

15) 9 Karat Yellow Gold and Amethyst Ring. The bezel set amethyst measures 10.0 x 7.5 x 5.20mm weighing 2.5 carat. Net weight: 2.0 dwt. Condition: Fair – flimsy mounting.
FMV: \$70.00

Total FMV
\$ 35,125.00

Subject: **Patty Mickle**

Date: 4/26/2018 10:16:19 AM US Mountain Standard Time

From:

To:

Fair Market Valuation of fifteen items of jewelry. Sending photos in a few minutes.

Best Regards, Eliz



Elizabeth Wright

GIA Graduate Gemologist

Specialized Gems & Jewelry Appraiser

10261 N Scottsdale Road | Scottsdale, AZ 85263

480-922-1968 | ewright@edmarshalljewelers.com

FOR PROPER VALUE
OR COINS THEY
MUST BE VIEWED

Elite
Jewelry and Loan

JEWELRY AND LOAN
Scottsdale Road
AZ 85281

IN PERSON FOR VALUE
AS WELL AS KNIVES

480-699-6639
www.elitejewelryandloan.com

AL

Trx: 100441
Rdm B/S

16 Time: 09:49
N (PURCHASER) THE FOLLOWING PROPERTY:

DESCRIPTION	AMOUNT
W/T/Y BRACELET <i>cartouche</i>	\$1,100.00
W/T/Y NECKLACE PATRICIA ENGRAVED <i>cartouche</i>	\$300.00
W/T/Y EARRINGS GREEN <i>✓</i> W/T/Y MATCHING RING	\$300.00
L'S 14KT CITRINE 4.0DWT/Y GEMSTONE RING SIZE-5 <i>✓</i> 1 1/2	\$300.00
L'S 14KT AMETHYST 2.0DWT/Y GEMSTONE RING SIZE <i>✓</i> 6 1/2	\$200.00

010044109	15010322	L'S 14KT CITRINE 4.0DWT/Y GEMSTONE RING SIZE-5 <i>✓</i> 1 1/2	\$300.00
010044110	15010318	L'S 14KT AMETHYST 2.0DWT/Y GEMSTONE RING SIZE <i>✓</i> 6 1/2	\$200.00

***** CONTINUED *****

[CUSTOMER]

ELITE JEWELRY AND LOAN
805 N. Scottsdale Road
Tempe, AZ 85281

MICKLE, PATRICIA,
Cust: 010294 M/T: 00003
Contract Date: 09/07/16 00004

Date: 11/17/16 Phone: Time: 09:49

Trx: 100441
Rdm B/S

HAS THIS DAY BARGAINED, SOLD AND DELIVERED TO ELITE JEWELRY AND LOAN (PURCHASER) THE FOLLOWING PROPERTY:

ITEM	CATEGORY	DESCRIPTION	AMOUNT
010044111	15180348	L'S 14KT 18" 1.1DWT/Y CHAIN <i>✓</i>	\$100.00

AMOUNT \$8,000.00

I, THE UNDERSIGNED, DO HEREBY RECOVER THE ITEM(S) LISTED ABOVE.

I HEREBY DECLARE THAT THE ABOVE IS MY OWN PERSONAL PROPERTY, AND THAT THE ABOVE IS IN THE SAME CONDITION AS THAT AS WHEN PAWNED.

REDEMPTION CHARGE \$800.00

TOTAL AMOUNT PAID \$8,400.00

ACCOUNT PAID IN FULL.
NOT RESPONSIBLE FOR ITEMS LEFT AFTER 11/17/16.

[CUSTOMER]

ELITE JEWELRY AND LOAN
805 N. Scottsdale Road
Tempe. AZ 85281

MICKLE, PATRICIA,

Cust: 010294

M/T: 00003

Contract Date: 09/07/16 00004

Date: 11/17/16

Phone:

Time: 09:49

Trx: 100441
Rdm B/S

HAS THIS DAY BARGAINED, SOLD AND DELIVERED TO ELITE JEWELRY AND LOAN (PURCHASER) THE FOLLOWING PROPERTY:

ITEM	CATEGORY	DESCRIPTION	AMOUNT
010044101	15270105	AUDEMARS-PIGUET L'S 18KT 30.1DWT/Y LUXURY WATCH SER#21715 BROKEN BAND ✓	\$700.00
010044102	15210530	L'S 18KT STUD 10.0 DWT/Y EARRINGS MATCHING SAPPHIRE AND DIAMOND EARRING AND RING (36 RND ✓	\$2,000.00
010044103	15210530	L'S 18KT STUD 6.3DWT/Y EARRINGS (68 RND/WHIT 3.4ETW) MATCHING RUBIE AND DIAMOND STUDS AND ✓	\$1,500.00
010044104	15170348	L'S 14KT HEARTS 8" 20.6DWT/Y BRACELET ✓	\$500.00
010044105	15170515	L'S 18KT TENNIS 7.5" 11.3DWT/W BRACELET (280 RND/WHIT 2.8ETW) (7 OVAL/RED 1.4ETW) DIAMONDS ✓	\$1,000.00

***** CONTINUED *****

7/24/16

To: Tim Steadman

Fax : 480-964-2802

Tom Hutchison LIST - Conservative Cabin List

From: Patty Mickle -

Patty

Total: \$ 34,756.58

This list with a box of pictures depicting list (taken with Andi Paus Husband) Steve Neiman.

Also, my Receipts & maintenance info for Carefree Home.

Annual cabin cost - \$7,000.00

Annual Carefree cost - tripled

51)

CONSERVATIVE ESTIMATES

16

Tom Hutchison / Quetral is witness
Community items purchased during marriage
in Tom's possession at cabin.

1918 Trench Knife, U.S. Issue	\$ 650.00
51g Sauer P220 SN: 6256726	\$ 750.00
Bit Set	\$ 35.00
Holster 505	\$ 10.00
Holster Belt, Ammo Pouch	\$ 50.00
Ammo pouch, Ammo	\$ 5.00
Holster + Belt	\$ 50.00
Holster	\$ 10.00
Holster	\$ 10.00
Hard case	\$ 60.00
Hard case	\$ 60.00
2 soft cases	\$ 60.00
9 magazines (\$ 25.00 each	\$ 225.00
Soft Case	\$ 60.00
Soft Case	\$ 60.00
Magazine	} ?
Pistol	
Pistol	
Rifle AK	\$ 50.00
assorted gun cases	\$ 20.00 (batch)
Sniper Cheek Pad	
M-1 garand original - tan	\$ 50.00
Black	\$ 25.00
	<hr/> \$ 75.00

2) pistol Holster	\$ 10.00
Holster	\$ 20.00
Holster	\$ 20.00
Bianchi Holster	\$ 40.00
Custom Holster	\$ 25.00
Holster	\$ 10.00
antique chew	\$ 95.00
Brass cigarette ash tray	\$ 125.00
Cowboy hat	\$ 45.00
Paddle Holster	\$ 20.00
11-14 AK 45 magazines	\$ 40.00
15-17	\$ 30.00
Holster	\$ 10.00
Holster 1943 WWII 4R Military	\$ 60.00
2 - Holsters	\$ 20.00
38 Military Holster	\$ 50.00
5-9 M1 Carbene magazines	\$ 50.00
1 M14 magazine	\$ 40.00
Duty Holster	\$ 15.00
Punch Set	\$ 20.00
Holster	\$ 10.00
Holster	\$ 15.00
SW Grip	\$ 50.00
Holster	\$ 10.00
2 speed loader	\$ 10.00
Speed loaders w/pouch	\$ 10.00
Punch x 5	\$ 15.00
XP Magazine	\$ 25.00
extended magazine	\$ 20.00

CONSERVATIVE ESTIMATES

3)

Conservative Estimates

Tom Hutchison

Bandolier	\$ 3.00
Bandolier	\$ 3.00
Bandolier	\$ 3.00
Magazine	\$ 20.00
Cleaning Rod	\$ 25.00
Pistol Grips	\$ 120.00
Ammunition 7.62 Nato	\$ 12.00
Magazine	\$ 40.00
Rifle cleaning stand	\$ 40.00
Bit set	\$ 20.00
Lyman Punch Set	\$ 45.00
specialized antique wooden box	\$ 250.00
Knife w/ scabbard	\$ 200.00
WW I trench Knuckle Knife	\$ 500.00
G. I. issue engineer knife + plyer set demolitions	} \$ 50.00
Camouflaged pocket knife w/ signature certificate + box	\$ 285.00
Assorted pocket Knives	\$ 100.00
3 knives w/ scabbards	\$ 300.00
Antique assorted dental tools	\$ 150.00
Military Compass, grenade fuses	\$ 50.00
Arctic hoods + 2	\$ 200.00
2 way ban Radio	\$ 60.00
K-bar fighting Knife	\$ 60.00
Pistol full moon clip	\$ 7.00
Canon Fuse/explosives	\$ 5.00

4)

Estimates are Conservative
Tom Hutchison

3 wooden foot lockers	\$ 150.00
containing Holster, bullets, belts magazines, WWII memorabilia Leatherman Tool	\$ 60.00
Tool Belt Bit set - Hex Pattern	\$ 20.00
Foreign magnifying glass	\$ 15.00
Sharpening stone	\$ 40.00
Barometer	\$ 50.00
Measuring tool Micrometer	\$ 40.00
HK P 2000 SN: 124000132	\$ 900.00
Sig Sauer P 226 SN: U857441	\$ 975.00
* Sig Sauer P 228 SN: AK403662	\$ 600.00
Rifle HK Cabine SN: 47008124	\$ 1,250.00
Sig Sauer Conversion Kit	\$ 350.00
Rifle Winchester SN: 572765	\$ 975.00
Rifle Winchester 61 SN: 224367	\$ 1,250.00
Shotgun Rifle Winchester 12	
Holster SN: 1720386	\$ 850.00
2 mag clips	\$ 100.00
Boar Scope	\$ 40.00
Pistol SW K22	\$ 25.00
Combat Masterpiece SN: K203203	\$ 800.00
Browning Auto 5 Shotgun SN: 367097	\$ 1,350.00
Pistol SW model 15-2 SN: K614669	\$ 475.00

CONSERVATIVE ESTIMATE

Tom Hutchinson

5)

Rifle Winchester 63 SN: 147473 A	\$ 950.00
Rifle Winchester 70 featherweight SN: 463102	\$ 1,150.00
Rifle Winchester 94/22 x TR Clamie SN: F546470	\$ 800.00
Air Rifle Beeman RT (no SN!)	\$ 50.00
Sworski Binoculars	\$ 1,500.00
Assault Rifle FN. P590 SN: 087369	\$ 1,375.00
Browning auto Take Down SN: 5T117602	\$ 700.00
Custom Leather Pouch	\$ 60.00
Canon Binoculars	\$ 180.00
Ax	\$ 20.00
Receipt / Backup	\$ 1,000.00
Backup Receipt	\$ 1,020.00
25 RDR	\$ 25.00
Belt Holster	\$ 50.00
Surefire Flashlights (\$450.00 each)	\$ 900.00
DVD - Headphone (Base)	\$ 450.00
Loft Box	
1 - 5 M14 Magazine (40 each + 10.00)	\$ 400.00
Pouch Mix *	\$ 20.00
Human Skull (MISSING)	\$ 1,200.00
Antique Fan	\$ 475.00
Reloading Tool	\$ 5.00

CONSERVATION Estimate

Tom Hutchison

1 6)

M. Bedroom Safe	\$ 200.00
Spam Can Ammunition (in Jeep)	\$ 100.00
Custom leather pouch map WW II	\$ 60.00
Suzuki Motorcycle	\$ 2,800.00
Military Compass	\$ 50.00
Arctic Hoods & 2	\$ 20.00
2x K-B Fighting Knives	\$ 60.00
Foot lockers	\$ 150.00
2 - Missing	
U.S. K-B Fighting Knives	\$ 50.00
SMOKEY Bear antique pic	\$ 175.00
2 pictures (wolf - bear)	\$ 120.00
Watch	\$ 10.00
Fox Rifle	\$ 10.00
Brownell guns accessories	\$ 188.58
Pith helmet	\$ 25.00
Books, Gun	\$ 70.00
Army Coat tree	\$ 10.00
engineer toolbox	\$ 50.00
Handled Brass tray	\$ 50.00
shooting Bench	\$ 50.00
Browning Gun Safe	\$ 2,200.00
Bedroom Safe	\$ 100.00
Walkie - Talkie	\$ 20.00
antique Radio - motorola	\$ 100.00
odds, ends, 14 tweezers, } 2, scissors }	\$ 10.00
Scorpion Radio	
Conservation	
Total	
\$ 34,756.58	

Conservative Estimates Tom Hutchinson

7)

Tools - Community	
Snap-On Toolchest & Tools	?
toolbox "	\$ 20.00
1/2 generator	\$ 250.00
power chain saw (Stahl)	
gas blower	\$ 100.00
ladders / tall	\$ 245.00
large brass bucket pot	\$ 50.00 ?

T List is not complete

Missing items @ cabin

Netcam HD - Belkin	}	
surveillance		\$ 275.00
Black surveillance Premier camera		\$ 400.00
golf club set		\$ 150.00

* Need to complete Missing Items List

Gold Coins, Silver Coins, CASH, Knife Set
appraisals Required collection



Conservative Estimates Tom Hutchinson

7)

Tools - Community

Snap-On Toolchest & Tools			?
tool box "		\$ 20.00	
1/2 generator		\$ 250.00	
power chain saw (Stahl)			
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T List is not complete

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Netcam HD - Belkin	}	
surveillance		\$ 275.00
Black surveillance Premier camera		\$ 400.00
golf club set		\$ 150.00

* Need to complete Missing Items List

Gold Coins, Silver Coins, CASH, Knife Set
appraisals Required collection

12/2/14

This year of 2014, I placed
\$ 50,000.00 into checking - Chase, Wampum Way
Tom bought Prescott Cabin w/ funds
Patty's Inheritance

Annual cabin costs 2015 = \$ 6,914.⁰⁰ (off grid)

Tom gave Jennifer Hutchison Phillippe
\$ 75,000.00 the year she moved to
Tramonto, Phoenix.

My children received nothing

Where did \$50,000.00 come
from?
- Patty's inheritance!

P 12/14/14

Seasonal Residence

2,000.00

amount of \$1,909 per month. Wife has no other income besides what she receives from Husband's pensions.

On February 17, 2015, Wife filed an Emergency Ex Parte Motion for Temporary Orders because Wife believed that Husband was prepared to hide or move the cash, silver coins, gold coins, gun collection and equipment, gun safes, tool collection and other assets contained in the safe deposit boxes and the storage unit. On February 27, 2015, the parties were ordered to appear at a Return Hearing on Wife's Motion for Temporary Orders, which was denied. The parties later agreed that from February 20, 2015 and going forward, "neither party shall enter any safety deposit boxes, if they exist, and/or storage facility in Chino Valley, until a joint inventory can be arranged between the parties and counsel." Wife still maintains that Husband has hidden cash, guns and coins.

Husband has harassed Wife numerous times throughout the pendency of this action causing Wife to file a Petition for Order of Protection that was granted (service has not been effectuated on Husband yet). Husband has also broken into the marital residence in violation of the Stipulated Temporary Orders and stolen Wife's documents and possessions.

The parties attended a Resolution Management Conference on July 7, 2015 and reached no agreements. Wife's counsel deposed Husband on August 31, 2015 and is still awaiting the deposition transcript.

There are no minor children common to the parties.

II. Division of Property and Debts

1. Real Property:

The parties own two parcels of real property.

a. Parcel 1 is located at

and is the former marital residence in which Wife still resides and that Husband vacated in December, 2014. Pursuant to the appraisal that was conducted, the property is currently valued at \$930,000.

b. Parcel 2 is located at

and is where Husband resides. Cabin #4 is a seasonal residence. Husband has yet to get an appraisal on the property despite Wife's numerous requests. The parties purchased the property for \$150,000 and the base rent is approximately \$2,881.27 per year.

Wife should be awarded Parcel 1 and Husband should be awarded Parcel 2. Wife should receive an equalization payment for one-half the appraised value of Parcel 2.

2. Retirement Benefits:

Tom never moved to another place.

2

Andi Paus had this information and still owned husband cabin

Randy Hamman
Better Homes and Gardens Real Estate/BloomTree Realty
102 W. Gurley St., Ste. 102
Prescott, AZ 86303

April 15, 2019

Dear Sirs/Mams,

On March 15, 2016, I was engaged to list the _____ by Tom Hutchison and Patti Huchison-Merkel as it was being sold in a divorce matter. I was receiving mixed signals at the onset from my engagement for whether the property would actually be sold or if Tom Hutchison would get the property in the divorce settlement. I was taking clients out to the house and on a couple of occasions Mr. Hutchison would not let me show clients the cabin which I was not sure if it was because he said it was not convenient or if it was to impede the sale through the divorce settlement. I stopped showing the cabin because of this issue and one other occurrence which I will clarify. I stopped showing the cabin because Tom made it difficult and clear he would not let me show clients the cabin. Also, I stopped showing the cabin because he was letting me know that the Special Master, Andi Paus told Tom the cabin would be his; something to the effect that the court agree with him that he could keep the cabin. Later I discovered that Patti Hutchison did not have any knowledge of that arrangement.

I have been selling _____ and have a keener knowledge of the special rules for the United States Forest Service cabin lease rules. I believe Andi Paus knew the rules and allowed Tom Hutchison to live in their cabin full time which is non-compliant and against United States National Forest Service rules as it is a seasonal residence per the Forest Service.

Patti Hutchison-Merkel told me also that Tom Hutchison was non-compliant because he did not have a primary residence at the time of his engaging me to sell the property as a Protection Order kept him from having their _____ residence. I tried to clarify the matters of the Divorce Settlement with Andi Pause several times by phone call messages but she would not return any of my calls. I could not get a hold of Andi Paus in trying to resolve the court order.

Sincerely,

Randy Hamman

✓ on how much he received when he cancelled

FORD MOTOR COMPANY
 OPTIONAL & DEPENDENT LIFE INSURANCE ELECTION/CHANGE FORM
 FOR RETIREES AND INACTIVE EMPLOYEES WHO LAST WORKED ON OR AFTER JUNE 1, 1995

(PLEASE PRINT)

Employee/Retiree Name (First, Middle, Last)			Employee/Retiree Social Security No.						
Date of Birth (Mo./Day/Yr.)	Service Date (Mo./Day/Yr.)	Retirement Date (Mo./Day/Yr.)	Marital Status: <input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced						
Owner Name, if assigned (First, Middle, Last)			Phone No. (include area code)						
Address Street City State Zip Code			E-mail Address						
<p>Below is my election of coverage for which I am eligible. I understand that, if I am a retiree, I may not increase any coverage and upon decrease or cancellation of any coverage I may not later increase or re-enroll. If I am an employee on leave of absence, I may not re-enroll or increase any coverage until the annual enrollment period following my return to work. If I am an assignee, I may only make changes to coverages that I currently own.</p>									
<p>1. Optional Life Insurance for Employee/Retiree Current Optional Life Insurance for Employee/Retiree</p> <p>Check the box next to the desired coverage. Make one selection only.</p> <table border="0"> <tr> <td> <p><u>General Salary Roll and Leadership Levels 5 - 6</u></p> <input type="checkbox"/> 1/2 X base annual pay <input type="checkbox"/> 1 1/2 X base annual pay <input type="checkbox"/> 2 1/2 X base annual pay <input type="checkbox"/> 3 1/2 X base annual pay <input type="checkbox"/> 4 1/2 X base annual pay <input type="checkbox"/> 5 1/2 X base annual pay <input type="checkbox"/> 6 1/2 X base annual pay <input type="checkbox"/> \$ _____ Multiples of \$10,000 <input type="checkbox"/> No Optional Life Insurance (or to cancel current coverage) </td> <td> <p><u>Leadership Levels 1 - 4</u></p> <input type="checkbox"/> 1 X base annual pay <input type="checkbox"/> 2 X base annual pay <input type="checkbox"/> 3 X base annual pay <input type="checkbox"/> 4 X base annual pay <input type="checkbox"/> 5 X base annual pay <input type="checkbox"/> 6 X base annual pay <input type="checkbox"/> \$ _____ Multiples of \$10,000 <input type="checkbox"/> No Optional Life Insurance (or to cancel current coverage) </td> </tr> </table> <p>(The choices above are for Employee-paid Optional Life Insurance only and are in addition to Company-paid Basic Life Insurance)</p>						<p><u>General Salary Roll and Leadership Levels 5 - 6</u></p> <input type="checkbox"/> 1/2 X base annual pay <input type="checkbox"/> 1 1/2 X base annual pay <input type="checkbox"/> 2 1/2 X base annual pay <input type="checkbox"/> 3 1/2 X base annual pay <input type="checkbox"/> 4 1/2 X base annual pay <input type="checkbox"/> 5 1/2 X base annual pay <input type="checkbox"/> 6 1/2 X base annual pay <input type="checkbox"/> \$ _____ Multiples of \$10,000 <input type="checkbox"/> No Optional Life Insurance (or to cancel current coverage)	<p><u>Leadership Levels 1 - 4</u></p> <input type="checkbox"/> 1 X base annual pay <input type="checkbox"/> 2 X base annual pay <input type="checkbox"/> 3 X base annual pay <input type="checkbox"/> 4 X base annual pay <input type="checkbox"/> 5 X base annual pay <input type="checkbox"/> 6 X base annual pay <input type="checkbox"/> \$ _____ Multiples of \$10,000 <input type="checkbox"/> No Optional Life Insurance (or to cancel current coverage)		
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<p>2. Dependent Life Insurance for Spouse Current Dependent Life Insurance for Spouse is <u>\$50,000.00</u></p> <p>Check the box next to the desired coverage. Make one selection only.</p> <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$25,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$75,000 <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> \$200,000 <input type="checkbox"/> No Coverage (or to cancel current coverage)									
<p>3. Dependent Life Insurance for Child(ren) Current Dependent Life Insurance for Child(ren) is <u>\$20,000.00</u></p> <p>Check the box next to the desired coverage. Make one selection only.</p> <input type="checkbox"/> \$5,000 <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$15,000 <input type="checkbox"/> \$20,000 <input type="checkbox"/> \$30,000 <input type="checkbox"/> \$40,000 <input type="checkbox"/> No Coverage (or to cancel current coverage)									
<p>4. Have you smoked cigarettes, pipes or cigars, used snuff or chewed tobacco within 12 months from the date of this enrollment form?</p> <table border="0"> <tr> <td>Employee/Retiree</td> <td>Spouse</td> </tr> <tr> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> </table> <p>This question must be answered by the insured person(s) if their smoker status has changed or a change in coverage, other than cancellation, is being requested.</p>						Employee/Retiree	Spouse	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Employee/Retiree	Spouse								
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
<p>Administrative Use Only</p> <p>Coverage change effective date: _____ Acknowledged by: _____ Input date: _____</p>									

COM

Please retain a copy of the fully completed form for your records
 (Signature Required - Continued on Following Page)

Tom cancelled this policy 3 weeks before serving me divorce papers
 The OPTIONAL Life Insurance

DECLARATION SECTION

The person signing below declares that all the information given in this enrollment form is true and complete to the best of his/her knowledge and belief. Each person understands that this information will be used by MetLife to determine his or her insurability. If you request to decrease or cancel insurance, that decrease or cancellation will take effect on the first day of the calendar month following the date we receive your request.

For the Accelerated Benefits Option

Life insurance may include an Accelerated Benefits Option under which a terminally ill insured can accelerate a portion of his or her life insurance amount. Receipt of accelerated benefits may affect eligibility for public assistance and that an interest and expense charge may be deducted from the accelerated payment.

Fraud Warning:

If you reside in or are applying for insurance under a policy issued in one of the following states, please read the applicable warning.

New York (only applies to Accident and Health Benefits (AD&D/Disability/Dental)): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Florida: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Massachusetts: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, and may subject such person to criminal and civil penalties.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Oklahoma: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Kansas and Oregon: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud, and may be subject to criminal and civil penalties.

Virginia: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

If you are applying for coverage under a self-funded plan or insurance under a policy issued in any state other than those listed above, or if you reside in any state other than those listed above, note the following warning.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Signature(s): The Employee/Retiree or Owner (if assigned) must sign in all cases, along with any insured person(s) for whom question 4 on the first page of this form has been answered. The person(s) signing below acknowledges that he or she has read and understands the statements and declarations made in this form.

_____	<u>THOMAS M. HUTCHISON</u>	<u>09/25/06</u>
	Print Name	Date (Mo./Day/Yr.)
_____	<u>PATRICIA MICKLE HUTCHISON</u>	<u>09/25/06</u>
Spouse Signature	Print Name	Date (Mo./Day/Yr.)
_____	_____	_____
Owner Signature (if assigned)	Print Name	Date (Mo./Day/Yr.)

Return the completed original form, including this signature page, to MetLife at the address below. Retain a copy for your records.

**FORD MOTOR COMPANY
SALARIED EMPLOYEES
FORD FLEX EMPLOYEE LIFE INSURANCE PLAN
BENEFICIARY DESIGNATION/STATUS CHANGE FORM**

Group Policy 18 - GCC and Group Policy 18 - GCC - 100

NAME **THOMAS M. HUTCHISON** DIVISION / STATE _____

S.S. NO. _____ LOCATION _____

LIFE INSURANCE UP TO \$50,000 (Group Policy 18 - GCC) — I designate the following as beneficiary(ies) to receive the proceeds payable under Group Policy 18 - GCC by reason of my death (hereby revoking prior designation(s) for such insurance, if any). In addition, I understand this beneficiary designation is applicable to the Company-provided Accidental Death and Dismemberment Insurance (AD&D) death benefit for employees below PSR.

A Name of Beneficiary(ies) **PATRICIA J. MICKLE - HUTCHISON** Relationship **WIFE** Date of Birth _____

B Name of Beneficiary(ies) _____ Relationship _____ Date of Birth _____

C I still reserve to myself the privilege of other and future changes, subject to the provisions of the Group Policy(ies). If more than one beneficiary is designated under a Group Policy, settlement will be made in equal shares to such of the designated beneficiary(ies) as survive me, unless otherwise provided herein. If no beneficiary(ies) shall have been named or if no designated beneficiary survives me, settlement will be made as provided in the Group Policy(ies). This beneficiary designation shall take effect as provided for in the Group Policy(ies), and when received as so provided, the designation(s) shall be effective as of the date of this instrument, whether or not I am alive at the time of such receipt but without prejudice to the John Hancock Mutual Life Insurance Company of payment made by it before such receipt. The John Hancock Mutual Life Insurance Company shall not be bound by any trust deed, and shall not be liable for the application of monies by a trustee or beneficiary.

ACKNOWLEDGMENT
DO NOT WRITE IN THIS SECTION FOR OFFICE USE ONLY

The authorized designation(s) set forth in the foregoing instrument are hereby acknowledged.

Signature of Insured _____ Date _____

Printed at Designation Office _____ Date **6-11-95**

By **THOMAS M. HUTCHISON**
John Hancock Mutual Life Insurance Company Authorized Representative

NAME (PRINT) _____

ADDRESS _____

CITY, STATE, ZIP _____

Yatty - In the event of my death:

- I really loved you!*
- This specifies you as Sole Beneficiary of my life insurance*

*Very important piece of paper
22 June 1995 DMH*

Aarti,

Witness

Steven neiman neutral

Steve is Andi Paus, mediator domestic live-in.

Andi billed his services through her office and we paid her.

Steve did not write a report as I had expected.

We were at the cabin approximately 7 8 hours taking pictures and recording cabin items. The process was lengthy because tom has a large military collection, knife collection, ammo collection and all sorts of WW11 items.

By the end of the day I became so fatigued I couldn't continue.

Steve took pictures of the coins, along with the hidden coins in the boxes, and he also wrote items on a list for me. The pictures were stolen from the carefree home, but he can attest to the large amount of coins and quarters in the room.

I would not have hired him had I been informed of his relationship with Andi, as she did not like me and wouldn't help me through this difficult divorce. I don't know the law, whereas tom worked with lawyers all of his career.

Andi's reputation is to choose sides and she did. She chose tom.

Judicial ethics: Canons

Rule 2.11

Judge pro tem, special master can't hire a domestic partner.

A material witness who could affect the proceeding and be a material witness.

Rule 2.4

Shall not permit family, social, political, financial or other interests or relationships to influence conduct or judgement.

Tom was paying andi for her services because I couldn't,, so her interests were to him.

*Besides, Andi Paus is pro-male
Past 4 years of Records and wife interviews is
Required to see anti-female pattern.*

same address - Steve Neiman
Andi Paus Neiman ethical code

Your Current Reference ID: **NONE**

1 Result Found for people named **ANDI PAUS** located

ANDREA JAYNE PAUS, years Old (Arizona, Kansas, Nebraska, District of Columbia)

Dates at Searched Location:
05/2012 to 04/20/2018

Professional Licenses
ANDREA J MENGEDOTH

same address
Nepotism

No
Report

Your Current Reference ID: NONE
1 Result Found for people with

in the United States.

STEVEN PAIGE NEIMAN Years Old (Arizona, Nebraska, Louisiana, Armed Forces Europe, Middle East, & Canada, Armed Forces Pacific,

Patty's Story

Tom was a Ford Motor Executive whose 34 year career primarily consisted of negotiating and working with the corporate attorneys.

As a full-time homemaker I wasn't involved with our finances or investment program. During the course of our marriage I agreed to follow Tom to London and Japan assignments, with considerable upset to our children for moving them to the unknown. I reluctantly agreed to move because of the large promotions, increased retirement benefits and bonuses. Tom promised me a strong financial future as he predicted I would survive. He did this with written signed letter and also in a former trust, and he designated me to be his sole beneficiary on an optional life insurance policy directly taken from pay for at least \$750,000.00 when he filed for divorce. He terminated this policy 3 weeks before he filed. To my heartbroken dismay and Tom's broken promises of older age financial security, I am devastated. I don't have my own pension plan, savings, investments and Social Security will amount to \$441.00 a month.

My current spousal maintenance at \$2500.00 which will soon be reduced doesn't allow for an emergency fund (I have moved 3 times since proceedings began) an average rent of \$1,000.00, utilities, car insurance, gas, possible HOA, if I can afford a small condo and with recently ruined credit due to maintenance and utilities of our 4,500.00 sq. ft. home I was managing.

Tom has hidden cash, coins, guns, ammo, WW11 paraphernalia and much more that has value purchased throughout the marriage and kept in a large Browning safe which I wasn't allowed access to. He yelled at me when I came near his computer and his Gunbroker.com ads. He had two bank deposit boxes in which I wasn't given a key and one of them I didn't know existed.

Now, since Tom didn't invest in stocks, bonds, mutual funds, CD's; our investments are his; ONLY. Tom claims my jewelry, including engagement ring and wedding band as his investments that I was 'allowed' to wear. His \$2,000.00 a month Social Security checks haven't been a part of the household checking account, the \$192,000.00 which is 8 years of \$\$\$ income is only his and is hidden.

When I became chronically ill and after several diagnostic procedures, Tom stated: "I am tired of driving you to the doctor's." Later that year he left the home and resided in our cabin. He

bailed out on me. I have sold the home, placed all furnishings in a Consignment store with a 40% cost to me and I live rent-free until our real estate proceeds are released. Tom hasn't listed the cabin but for a few short weeks and then cancelled the listing, he has all furnishings and community items including a significant knife collection and a World Cane Collection, one of which has an ivory head. I wasn't allowed appraisal of these items, nor was I allowed to get financial credit for the myriad of cottage items and antiques that are community property. Since he isn't moving, he is keeping everything with his cabin. His annual expenses are \$6,000.00 to \$7,000.00 a year as he is off-the-grid.

Being Fair might entail Tom placing cabin up for sale and community items shared. The only piece of furnishing of value in the home was an Admiral Nelson Grandfather Clock, (valued by Tom at \$9,600.00) and he was given this investment during mediation; the other furnishings were 24 years old Tuscan style, oversized, and will be very difficult to sell as mid-modern century is the style today states Levine Auction House.

Your Honor, here I am. Vulnerable, insecure in self and living expenses, embarrassed to have to impose on daughter and cousin for a place to live. This is why this process hasn't gone smoothly and has been so difficult for me.

Tom told me when the papers were served: "Patty you don't deserve a penny of my money I worked hard for." I was so in love and naïve.

Patty Mickle

11/27/16

AFFIDAVIT

Behaviors of Thomas M. Hutchison

Thomas was a high school automotive teacher at a
He relayed to me that one evening the auto shop was broken into. Thomas became irate. He found the student that illegally entered the auto shop, the principle's son. Thomas and Glenn Forshee, a close friend of his, forcefully placed this boy into their vehicle. They drove at an excessive rate of speed, pushed the boy's head and torso out the window until he confessed his breaking and entering of the auto shop. Because of this incomprehensible, extreme, and dangerous action, I believe Thomas was let go of his teaching position.

Thomas relayed to me this story. When he left his second wife (due to mental illness, which is coincidentally the same explanation as to why he left his first wife) he was not allowed to be at his marital residence. While his marital residence was empty, Thomas entered the home, unlocked the safe, removed three guns, coins, bonds and emptied remaining items. To conceal his break in, Thomas who does not smoke, bought cigarettes, lit one and put it out on the bedroom dresser near the safe. Thomas advised that the cigarette proves a burglar entered the home and left evidence. Because of this, Thomas could not be held liable. Unfortunately, this is one example that depicts how Thomas plots and executes his criminal tendencies. Two words that come to mind when I think of Thomas; cunning and sneaky.

Thomas' mother was failing in health with lung cancer in He was not interested in visiting his mother during her final days. He was prompted to see his mother due to the fact that his sister called and requested that he visit her. His mother was on oxygen and peaceful as Thomas and I entered the room. We were in her room alone. Thomas did not immediately walk to his mother's side, instead he walked to the oxygen machine and turned the air lower. I was appalled at what I had just witnessed. I advised him to stop and left the room angry and shocked by his action towards his own mother. His mother began to moan, wheeze and was increasingly uncomfortable. A nurse arrived and advised that his mother should not be moaning. The nurse noticed the oxygen was low and turned it back up to the correct flow. The nurse advised us that they want patients whom are at the end of their life to pass comfortably. Immediately as the nurse left the room, Thomas was anxious to leave. I sat with his mother, whom we affectionately called and said my goodbyes. We left promptly after.

Thomas wanted to speed up the process of the death of his mother. He would be inheriting \$100,000. His mother passed while Thomas was in his forties.



★★★★★ 1/6/2019 • Updated review

🔍 1 check-in

Andi paus Neuman is anti-woman and has a pro-male win business. Local attorneys are sending their Male clients to her for a favorable outcome even to the extent of hurting kids. This scheme is known in the family law arena. Win/win for everyone except female. Mav contact me for facts and evidence.

★★★★★ 11/1/2018 • Previous review

Anti-christ Andi Paus. She chooses sides, doesn't listen and truly doesn't care. Just money to her... Read more

★★★★★ 2/5/2017 • Previous review

P.J. Andi Paus needs to have her unsatisfied clients report her blatant bias rulings to the Arizona... Read more

★★★★★ 9/14/2018

My original review was removed. That is a little annoying. As a parent coordinator your responsibility is in fairness and what's best for the kids. None of that happened. When a change at school was proposed? No research was done by Andi Paus who worked for this group. No interview of kids, teachers or school staff. How do you make a decision like that and not even talk to the teacher? They did. I had to go to court and get her decision over turned. The order issued by Andi for my ex to get testing done on my son? Never enforced. Ever. Glad to see the follow through exits in such an honorable profession.

Don't use this group. Message me if you want other information.

★★★★★ 8/8/2016

Absolutely awful. Judy Wolf was court ordered - otherwise we never would have gone to her. All this woman cares about is money - she does not care about the child's best interest at all (which is the whole point of having mediation and determine the child's best interest)

She would leave our room and tell the other party whatever they wanted to hear and the story would change.

She does work on your case after you've come and gone and then you'll get a bill in the mail for it. She truly only cares about collecting money for her overpriced work. It is so pathetic.

And for what she charges, she doesn't have a calendar to write on when discussing co-parenting dates and times?! It's pathetic. Do whatever you can to stay away from this greedy woman!

We wasted thousands of dollars on her and got nothing for it. We spent hours on mediating things and agreed to some things with the other party and yet ... None of it was binding or enforceable. Literally no reason to go.

You might also consider

People also viewed



Hallier & Lawrence

★★★★★ 3 reviews

Divorce & Family Law, General Litigation,...

Other Mediators Nearby

Find more Mediators near Arizona Mediation Institute

Browse Nearby

🍴 Restaurants

🍷 Nightlife

🛍 Shopping

⋮ Show all

Near Me

Divorce Mediation Near Me



3 reviews

★★★★★ 2/23/2017

Please read the reviews here and stay away from Andi Paus. She is biased toward men/fathers, unprofessional and incompetent. She challenged me on small issues (while racking up my bill) while ignoring the ex husband's failure to comply with the agreement. I paid her \$300/hr for a incomplete and biased recommendation.

★★★★★ 1/16/2017

Stay away. I cannot put into words the damage that this business did to my children. The one mediator is herself divorced and her case file is horrific. If you cannot have a civil divorce/co-parenting experience of your own, how can you help others accomplish one. The amount of money spent is laughable. Save your money and simply use the courts. You can mediate through the court and spend \$300. If you do not agree, it will go to the judge to decide. I found that attorneys are closely involved "patting each other on the backs" with this mediation firm so they both encourage their clients to go this route. Most attorneys are personal friends (do Facebook friend research) with these mediators which should be a conflict of interest. Attorneys love spending the day mediating and billing, billing, billing.

★★★★★ 7/7/2015

🚩 First to Review

Stay away from this business. As mediators and parent coordinators they are unethical and bill outrageously. Andi Paus picks sides and really should be ashamed of the complete biased reports she provides to the court. My experience is that no matter what is provided or said, once she picks sides you are done. She believes she is quasi-judicial and can do anything she wants.

Page 1 of 1

3 other reviews that are not currently recommended

From the business

Specialties

Our mission is to fulfill your needs with the assistance of our team of seasoned, mediation professionals.



Best of Yelp Phoenix – Mediators

Sirlin law Firm

★★★★★ 3 reviews

Ogborne Law

★★★★★ 9 reviews

Hallier & Lawrence

★★★★★ 3 reviews

See More Mediators in Phoenix

call

Dennis Weener
Cobra Investigate Agency, LLC

August 19 - 2015

Dennis took pics of
Storage unit

Storage unit broken into

Made Report w/ Manager
Tapes only good for

2 weeks - erased
no need for police Report

all items are placed
in Rubicon jeep along
with gun cases and he
leaves Carefree.

Nov. - you made a trip
to investigate Tom and
find him with

girlfriend,
Giuliano, Carter, ~~ATTORNEY~~

Large box of pictures
of coins taken with
Steve Neiman, neutral
missing along with
files.

→

Dennis Notes

Oct. 1, 2014 - Tom
moves all items from
home. Closet
is empty

Oct. 14, 2014 -
Daughter wedding

Oct. 21, 2014 - Tom
Returns home with
Patty's brother & son +
empty safe and room
where safe is stored of all
items. Guns, ammo, and
Removes all his personal
effects from garage
windowsill.

2018 - Investigation of 'The'

#

Maricopa County Claim #

\$ 300,000 embezzlement from Wild West Pawn stolen from her storage unit, and whether Wife should cooperate in reporting the guns stolen.

Tom Hutchison also bought + sold guns without paying commission Total \$ 51,182.95

a. Valuation Method/Value of Guns

(+ Ammo @ cabin)

Dana Gonder, a pawn shop owner in testified he had a relationship with

Husband starting in late 2009 or early 2010. He did significant business with Husband and testified Husband was knowledgeable about military guns and paraphernalia as well as other products. Mr. Gonder testified Husband bought guns and very fine jewelry, for the purpose of investment. There was no testimony to the contrary.

No Tiffany-Carter Dana Gonder not certified gemologist

Husband testified, "If you buy [guns] right," you can sell the gun for what you paid. Therefore, replacement value is an appropriate valuation method. Wife had guns appraised using the replacement value and presented evidence of same in Exhibit 21.

b. Distribution of value of guns stolen

Total 23,400

Husband testified on November 25, 2014, Wife entered the cabin where he was living and removed the contents of the safe and personal effects including a significant number of guns. Wife agrees and testified at a time she does not remember, she went to the cabin and took guns out of the safe and some other things, including a "very large bag of silver coins, ammunition boxes, some holsters, an expensive scope, night binoculars, and extra holsters for rifles." She also took and later returned some documents to Husband, but no other items were returned to him.

only heat-treated stones from Hong Kong

¹ The Special Master considered this information with regard to the jewelry division as well.

How do you buy jewelry 'right'? It doesn't appreciate as guns do.

ARIZONA MEDIATION INSTITUTE 3131 E. Camelback Rd., Ste. 230 Phoenix, Arizona 85016

Your Current Reference ID: **NONE**

2 Results Found for businesses and corporations named **WILD WEST PAWN** located at

(showing all results)

MERCANTILE MANAGEMENT GROUP LLC (Arizona) - BUSINESS RECORD

MERCANTILE MANAGEMENT GROUP LLC (Primary)

MERCANTILE MGT GROUP LLC (Primary)

WILD WEST PAWN (Trade Style)

WILD WEST PAWN LLC (Primary)

Link Number: 109435875

FEIN: **None Found**

D-U-N-S® Number: 02-188-7175

Industry: Pawnshop

Domain: WILDWESTMALL.NET

Principals Count: 5

Other Employees Count: 2

Principals

RICHARD CHRISTOPHER [View Person Record] Title: MANAGER

Dana Gonders Boss

Other Employees

2017

*Tom Hutchison purchased
\$17,000.00 in Silver Quarters
cash. Did not pay store
commission?*

WILD WEST PAWN LLC (Filing State: Arizona / Incorporation State: Arizona) - CORPORATION RECORD

Incorporation State: AZ

Filing Date: 08/07/2009

WILD WEST PAWN LLC (Primary)

Address: 6554 E CAVE CREEK RD, CAVE CREEK, AZ 85331-7612

(MARICOPA COUNTY)

Filing Number: L15441780

FEIN: **None Found**

D-U-N-S® Number: 02-188-7175

Link Number: 109435875

Filing Office Link Number: 108266825

Corporation Type: Corporation

Address Type: Business

Registration Type: Domestic Limited Liability Company

Verification Date: 05/25/2015

Date First Seen: 09/21/2009

Date Last Seen: 05/30/2015

Received Date: 05/26/2015

Perpetual Indicator: N

Misc Details: LATEST DATE TO DISSOLVE: 07-30-2029

Filing Office Name: CORPORATION COMMISSION

Filing Office Address: 1200 W WASHINGTON ST, PHOENIX, AZ 85007-2927

(MARICOPA COUNTY)

File Date: 06/02/2015

Sec Status: Latest Date to Dissolve

Corporate Officers and Directors

October 31, 2016

RE: Patricia Mickle

To Whom It May Concern:

I have been treating Patricia Mickle

If you have any questions, please contact me.

Sincerely,

December 22, 2014

To whom it may concern,

Patricia Mickle Hutchison

Sincerely,

January 7, 2016

RE: Patricia J. Hutchinson

DOB:

To Whom it May Be Concerned:

I have the pleasure of providing primary care to

Sincerely,

Hosp Admission H&P
* Final Report *

MICKLE, PATRICIA

Result Type:
Result Date:
Result Status:
Performed By:
Verified By:
Encounter info:

*** Final Report ***

HOSPITAL REPORT

Patient Name: Hutchison, Patricia J Mrs.

ATTENDING PHYSICIAN:

PATIENT'S PRIMARY CARE PROVIDER:

Printed by:
Printed on:

Page 1 of 4
(Continued)

ALLERGIES:

PAST MEDICAL/SURGICAL HISTORY:
Past Medical History:

Past Surgical History:

SOCIAL HISTORY:

FAMILY HISTORY:

REVIEW OF SYSTEMS:

PHYSICAL EXAM:

IMPRESSION/REPORT/PLAN:

Impression and Plan:

2. Acute kidney injury.
3. History of
4. History of frequent PVCs.
5. Anxiety and depression.

The patient will be admitted as an inpatient. I expect greater than a two-midnight stay.

Hosp Discharge Summary
* Final Report *

MICKLE, PATRICIA

Result Type:
Result Date:
Result Status:
Performed By:
Verified By:
Encounter info:

*** Final Report ***

Patient Name:
Medical Record Number:
DOB:
Age:
Facility Name:
Service:

Provider Name:
Account Number
Attending Phys:
Admit Date:
Discharge Date:
Visit Type:

REASON FOR ADMISSION:

HISTORY OF ILLNESS:

Discharge to home.

Printed by:
Printed on:

Page 1 of 3
(Continued)

ED Evaluation
* Final Report *

MICKLE, PATRICIA

Result Type:
Result Date:
Result Status:
Performed By:
Verified By:
Encounter info:

*** Final Report ***

Patient Name: Hutchison, Patricia

ADDENDUM:

FINAL DIAGNOSIS:

Printed by:
Printed on:

Page 1 of 2
(Continued)

Radiology - Computed Tomography

Report

ED Evaluation
* Final Report *

MICKLE, PATRICIA J.

ALLERGIES:

PAST MEDICAL/SURGICAL HISTORY:

FAMILY HISTORY:

PHYSICAL EXAM:

IMPRESSION/REPORT/PLAN:

Printed by:
Printed on:

Page 2 of 3
(Continued)

Statement Date:

PATRICIA MICKLE
Master Account Number

DETAIL OF SERVICES INCLUDED IN YOUR CONSOLIDATED STATEMENT

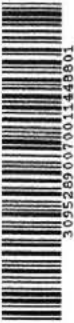
Service Date	Reference Number	Facility, Clinic, or Physician	Charge Amount

If you would like an itemized listing of your hospital charge, please contact our office.

Questions? 1-844-396-5411



November 03, 2016



Action Needed: Please bring your past-due account up to date

Your account ending in

Dear Patricia M Hutchison:

Your credit card account is 16 or more days past due. To make sure you don't permanently lose your charging privileges, please bring your account up to date by paying \$777.00 right away. This includes the past-due amount and your current monthly payment. By paying this amount, you can avoid additional late fees.

If you've already sent your payment, please accept our thanks and disregard this letter.

You may pay by any of these methods

- By phone at 1-800-424-5004 using your checking account
- At any Chase branch
- Online at chase.com
- By overnight or regular mail:

Overnight Mail
Card Services
2500 Westfield Drive
Elgin, IL 60124

Regular Mail
Card Services
PO Box 15548
Wilmington, DE 19886-5548

Please make a payment to avoid the following

- You could be charged additional late fees.
- Your charging privileges may be suspended.
- You may lose points or rewards earned on your account.


If you have any questions, please call us at 1-800-424-5004. We're here to help Monday through Saturday from 8 a.m. to midnight and Sunday from 9 a.m. to midnight Eastern Time.

Sincerely,


Customer Support Team

PATRICIA M HITCHISON

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

 **Manage your account online:**
www.chase.com/creditcards

 **Customer Service:**
1-800-945-2000

 **Mobile:** Visit chase.com
on your mobile browser

ACCOUNT SUMMARY

Account Number:

Previous Balance
Payment, Credits
Purchases
Cash Advances
Balance Transfers
Fees Charged
Interest Charged
New Balance

Opening/Closing Date
Credit Access Line
Available Credit
Cash Access Line
Available for Cash

Past Due Amount
Balance over the Credit Access

PAYMENT INFORMATION

New Balance
Payment Due Date
Minimum Payment Due

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	30 years	\$47,573
\$803	3 years	\$28,913 (Savings=\$18,660)

If you would like information about credit counseling services, call 1-866-797-2885.

Andy never charged Tom
Ignored this document as well
as others + gave her.

Community Debt - Property Settlement Agreement pg. 9. Husband assumes debts before date of Dissolution Petition - See attachment E

Petition for Dissolution of Marriage 11/21/14 **Note: \$6,000 of this debt already paid by Patty. Tom owes 1/2 of this which is \$3,000. Current balance as of 11/15/16 is \$10,000 and Tom owes \$5,000 of this. Total Tom owes is \$8000**

Tom Hutchison	Bunch Co	Jewelry	Lisa Taxes	Clock	License Fee	Refund	Gun	Total	1/2 Total
Appraisal Debt 1/2 due to Patty	\$450.00	\$150.00	\$250.00	\$200.00	\$300.00		\$1,500.00	\$2,850.00	\$1,425.00

Patty's Expenses	Medical	Visa Bill Amounts	Total
	\$1,485.68	\$5,500.00	\$600.00
			\$397.00
			\$2,311.04
			Visa
	\$474.47	\$600.00	\$397.00
		\$600.00	\$9,639.03
		\$600.00	\$397.00
		\$24,075.98	\$397.00
			\$397.00
Total	\$1,960.15	\$5,500.00	\$1,800.00
Note:	has a \$1,500 Decutable and copy of 80/20		
			\$36,026.05
			\$46,874.20

Capital Gains to be paid \$ 23,301.00

Note: See attached letter dated 2/17/16 - Tom financially responsible letter

Tom's Income

Total of Monthly Pensions \$4,822.49

Note: Tom's Social Security was never included in joint accounts always kept in separate account. Social Security started at age 62. Approximate total payout \$192,000.

Social Security \$2,000.00
Total \$6,822.49

Patricia Mickle Spousal Maintenance Per month \$2,500

Note: Tom is allowed to deduct spousal support of \$2,500 per month on his income taxes. Patty is taxed as income on this \$2,500 monthly spousal support. This \$2,500 per month is not a sufficient amount to cover basic living expenses.

Tom Hutchison 2016 Cabin Cost Seasonal Residence. Purchase price \$150,000

Land Lease	Property Tax	Insurance	Propane	HOA	Total
\$2,881	\$724	\$787	\$900	\$200	\$5,492

Note: Tom withheld 4 months of monthly income during 2014-2015 bills were late. I incurred considerable debt on personal

Assets

Appraisal of Community Firearm Collection - See attachment B

Note: Stolen guns from storage unit to be reimbursed by State Farms Insurance. This is to be divided into 1/2 each. State Farm Claim#

Remaining value of guns in storage \$23,400 \$11,700
Total Value of guns in storage and Insurance to be paid \$27,782 \$13,891

Total to be distributed to each \$25,591

Other Assets

Jewelry - See attachment C

AMY URNESS - Tom's Attorney

Note: Patrick's Jewelers appraised jewelry at \$20,695. Tom had appraisal done at a jewelry store in Paradise Valley which appraised at \$148,040 which is the insurance replacement value. State Farms policy does not have a separate rider for the jewelry and there for would not be covered in event of loss.

See attached page for listing of jewelry [REDACTED]

Admiral Nelson Grandfather Clock \$9600 to be divided in 1/2. Which is \$4,800.

Only item of value in home given to Tom without 1/2 to Patty.

Snap on tool box and tools \$6000 Tom's estimate to be divided in 1/2. Which is \$3000.

Community items purchased during marriage in Tom's possession at cabin. Not included in Mediation Hearing.

Item	Value	Item	Value
1918 Trench Knife	\$650.00	Magazine	\$40.00
Bit set	\$35.00	Rifle cleaning stand	\$40.00
Holster 505	\$10.00	Bit set	\$20.00
Holster belt ammo pouch	\$50.00	Lyman punch set	\$45.00
Ammon pouch ammo	\$5.00	Antique wooden box	\$250.00
Holster and belt	\$50.00	Knife w/ scabbard	\$200.00
Holster 10X	\$110.00	WWI Trench Knuckle Knife	\$500.00
Hard case	\$60.00	Knife and plyer set	\$50.00
		spam cam ammo in jeep	\$100.00
		Custom leather pouch	\$60.00
		Military compass	\$50.00
		Artic hoods	\$20.00
		2 Knifes	\$60.00
		Footlockers 2 missing	\$150.00
		USK B Fighting Knife	\$50.00
		Smokey Bear Antique pic	\$175.00

Hard case	\$60.00 Cammilles pocket knife	\$285.00 2 pictures wolf and trees	\$120.00
2 soft cases	\$60.00 assorted pocket knives	\$100.00 watch	\$10.00
9 magazines \$25 each	\$225.00 3 knives w/ scablands	\$300.00 Toy riffle	\$10.00
Soft case	\$60.00 Antique dental tools	\$150.00 Brownell guns accessories	\$188.58
Soft case	\$60.00 Military Compass grenade fus	\$50.00 Pith Helmet	\$25.00
Assorted gun cases	\$20.00 Artic hoods	\$20.00 Books	\$70.00
M-1 Garand original tan	\$50.00 2 way ban radio	\$60.00 Army coat tree	\$10.00
M1 Garand original black	\$25.00 K-Bar fighting knife	\$60.00 Engineer toolbox	\$50.00
Bianchi holster	\$40.00 Pistol full moon clip	\$7.00 Handled brass tray	\$50.00
Custom holster	\$25.00 Cannon fuse/explosives	\$5.00 Shooting bench	\$50.00
Antique Chair	\$95.00 3 Woodend footlockers	\$150.00 Antique radio Motorola	\$100.00
Brass cigarette ashtray	\$125.00 Contents of lockers	\$225.00 Antique tub	\$460.00
Cowboy hat	\$45.00 Sig Sauer conversion Kit	\$350.00	\$1,808.58
Paddle holster	\$20.00 2 mag clips	\$100.00	
Holster 1943 WWII 4R	\$60.00 Borer scope	\$40.00	
38 military holster	\$50.00 Air rifle Beemer RI	\$50.00 Total Assets from Cabin	\$14,836.58
Punch set	\$20.00 S woński Binoculars	\$1,500.00 These were not included in mediation hearing.	
Holster	\$15.00 Custom leather pouch	\$60.00	
SW Grip	\$50.00 Canon binoculars	\$160.00	
2 speed Loadens	\$10.00 Ax	\$20.00	
5 speed loadens	\$10.00 Receipt/Buckys	\$1,000.00	
Punch x 5	\$15.00 Buckys Receipt	\$1,020.00	
XP magazine	\$25.00 25 RDR	\$25.00	
Extended magazine	\$20.00 Belt Holster	\$50.00	
5-9 M1 carbine magazine	\$50.00 Surefire flashlights \$450 each	\$900.00	
M14 magazine	\$40.00 DVD headphone Bose	\$450.00	
Duty holster	\$15.00 1-5 M14 Magazines	\$400.00	
Bandaleer 3x	\$9.00 Pouch mix	\$20.00	
Magazine	\$20.00 Human Skull (missing)	\$1,200.00	
Cleaning rods	\$25.00 Antique Fan	\$475.00	
Pistol Grips	\$120.00 Reloading tool	\$5.00	
Ammunition 7.62 Nato	\$12.00 M Bedroom safe	\$200.00	
	\$2,446.00	\$10,582.00	

Items from cabin house not allowed to be appraised

Room	Item
Hallway Closets	Champion Gun safe plus Swarovski binoculars and gun holsters Knife collection, coin collection and World Cane Collection. Mediation denied Mrs. Hutchison appraisals. Cleaning equipment (assorted)
Living Room	Copper Cookware Antique bathtub Old Philco radio Holster collection
Loft	2 binoculars Caps, belts, clothing, etc. 4 wooden storage chests

Mediation denied Patty's daughter her wedding gift - Kitchen table with 6 chairs. Grand daughter vanity & chair, hope chest and one yellow leaf table. small

Note:

Mr. Hutchison was given cabin and 100% of all furnishings. During mediation Mrs. Hutchison was told to split Carefree property furnishings currently at cosignment shop with 40% arrangement. Admiral Nelson grandfather clock from Carefree home was given to Mr. Hutchison, his value price \$9,600. Mediation denied 1/2 value to wife.

Note:

Coin Collection - See attachments

Mr. Hutchison claims value of coins are \$8,200, but during Mrs. Hutchison's supervised cabin inventory many additional coins were found and has pictures of proof.

Issues

- 1) Sent text to Tom for pin and password to access for name change and new card. will not speak with Mrs. Hutchison without Retiree's Pin and password. Mr. Hutchison has not been responsive to this request.
- 2) Mrs. Hutchison has requested for 2 1/2 years of check registers from Tom to validate payments from Carefree property and community
- 3) Need to confirm if eligible from to benefits if divorced
- 4) Mr. Hutchison's pension. Need confirmation if spousal benefits of 65% automatic joint and survivor will continue upon Mr. Hutchison's death to Mrs. Hutchison

She is a family law mediator, what about all the other female clients jewelry?

1 Master finds neither valuation is appropriate, but has no other evidence of value. Based
2 on all of the information presented and after calculation, the Special Master finds the
3 value of the jewelry is \$75,000.

4 **IT IS ORDERED** awarding Wife the following pieces of jewelry.

FAX
this F

- 5 1. One (1) 18K yellow gold tourmaline ring
- 6 2. One (1) 22" 18K yellow gold fancy chain
- 7 3. One (1) pair of 14k yellow gold six (6) prong screwback diam
- 8 earrings
- 9 4. One (1) pair of 18K yellow gold sapphire and diamond earrings
- 10 5. One (1) 15" 18K yellow gold and platinum fancy chain
- 11 6. One (1) 18K white/yellow gold diamond and sapphire bracelet
- 12 7. One (1) pair of 18K yellow gold tourmaline earrings
- 13 8. One (1) 14K yellow gold amethyst ring
- 14 9. **One (1) 14K yellow/white gold four (4) prong solitaire ring** *engagement*
- 15 10. One (1) 18K yellow gold ruby and diamond ring *Ring*
- 16 11. One (1) 18K yellow gold sapphire and diamond ring
- 17 12. One (1) 18K yellow gold Audemars Piguet Geneve watch
- 18 13. One (1) 14K yellow gold bracelet
- 19 14. One (1) pair of 18K yellow gold ruby and diamond earrings
- 20 15. One (1) 18" 14K yellow gold fancy chain
- 21 16. One (1) 14K yellow gold diamond band *wedding band*
- 22 17. One (1) 21K yellow gold bracelet
- 23 18. One (1) 14K yellow gold citrine ring

24 **7. Gold and Silver Coins**

25 Wife testified she removed a large bag of coins from the cabin and put those in
26 the storage unit. Later, those coins were stolen. The only value presented was Husband
estimating at \$1,000. (*or \$17,000.00*)

Andi Paus gave 22 pro-men husband money for my wedding & engagement. Jewelry was Tom's investment Ring NOT MY GIFTS - FALSE

APRIL A. MEDIATION
INSTITUTE
3131 E. Camelback Rd., Ste.
230
Phoenix, Arizona 85016

7/11/16

get pictures for molder coins to be appraised

Ardi
Paus
would not
let me
get these
appraised



Honest Gold Guy
PRESCOTT GOLD AND SILVER
910 E GURFEY ST 86301

134089

ORDER INFO

customer's order no. _____ phone _____ date _____

name **THOMAS HUTCHISON**

address _____

ci _____

sold by _____ cash charge check shipping information
c.o.d. on acct. # _____

quantity	description	price	amount
1	1924 MS 62 ST GOLD		1287.00
2	1976 K206 RAW 1222 + 2		24.00
3	2007 BUFFALO 1oz GOLD		12.00
4	1908 5 ⁰⁰ INDIAN		470.00
5	1910 10 ⁰⁰ INDIAN JEWELRY GRADE		600.00
6	1903 10 ⁰⁰ LIBERTY RAW		600.00
7	1908D 5 ⁰⁰ INDIAN		585.00
8	1912 INDIAN 5 ⁰⁰		525.00
9	1906 2 1/2 LIBERTY GOLD		200.00
10	1911 2 1/2 LIBERTY GOLD		200.00
11	GOLD FEINCL 3.4g @ 34.72		118.00
12			
13	84 CLAD HALES		135.00
14	9070 COINS 360 grams		33.00
15			
16	20 925 WELLS COINS 47g		812.00

received by *[Signature]* 8723

On Apr 27, 2017, at 8:27 AM, Patty Mickle

New address is listed below, please not date

----- Forwarded message -----

From: "Patty Mickle"

Date: Mar 31, 2017 10:44 AM

Subject: Fwd: RE: T. Hutchison vs. P. Hutchison

To: <azbar.org@gov.net>

Cc:

----- Forwarded message -----

From: "Patty Mickle"

Date: Feb 10, 2017 10:58 AM

Subject: RE: T. Hutchison vs. P. Hutchison

To: "Andi Paus" <andi@arizonamediation.com>, <azbar.org@gov.net>

Cc:

Andi,

In regards to your inability to help me regarding the following:

You never had Tom pay my carefree repair costs that were written in the legal separation document, you didn't allow me to have the coins collection appraised. You did not accept my state farm policy stating that we did not have personal article coverage on jewelry, so replacement value would not be allowed.

You ignored my voice and my attorney did not give a fair representation as he was on disciplinary status. I believe if the judge knew what you exhibits you ignored, the outcome would've different.

I understand you will not give me answers as you so choose, hence I will research if your action is legal. Are you going to give me your neighbors (your neutral) phone number as he saw the hidden coins at the cabin along with taking pictures of them. Why wasn't this addressed when I brought it to your attention. If I knew your role involved parenting me, reprimanding me as if I were a criminal and the bias you displayed towards Tom along with your unprofessional behavior and clothing, I would not have accepted your service. Now that you will not participate in explaining why all the terms of the separation document were not addressed, as I believe I am entitled to answers due to my confused and mentally deficient state in which you are aware.

The answers I wish you would address are not in the ruling.

I am surprised that I require an attorney to get answers I deserve to receive from you.

Your ruling had blatant factual errors due to you dismissing my facts and information.

There is an on-line sight with your prior clients stating the same experience and "one-sided behavior from day one." If you recall you and Tom discussed me and the case for 15 minutes as I arrived late.

Dear Andi Paus,

I will need the following information by Tuesday, February 14, 2017 please. This deadline is of utmost importance as these documents must be submitted to courts by February, 18, 2016.

The first and last name of your ~~neighbor~~ you recommended for our neutral - *was husband*

Why wasn't the issue in the legal separation document regarding T. Hutchison reimbursing Patricia for the carefree home maintenance costs addressed?

Why wasn't the issue of T. Hutchison reimbursing Patricia for 1/2 of appraisal costs?

Why didn't you request a jewelry expert for a believable analysis cost of Patricia's jewelry gifts?

Why did you give T.Hutchison the value for my engagement ring and wedding band?

Also, please send the contract for .the list of rules and practices of ArizonaMediationInstitute.

And most importantly, your Rules that were stated to Mr., Mrs. Hutchison on first consultation phone call.

The Number of confidential meetings you had with Mr. Hutchison beginning on first interview.

The number of confidential emails including BCC.

A list including number of mediation cases you awarded wife's jewelry to husband.

Why did you choose to give Mr.Hutchison, my granddaughter's small play vanity and Hope Chest that I made very clear they were my personal property?

Why did you let Mr. Hutchison keep my daughter's kitchen table set? Once again I made it clear that this was my personal property. I am trying to understand your ruling.

Please mail the documents by the date above to:

I still can't access the insurance site to accomplish a name change and complete health assessment test. Mr. Hutchison stated I only had a week until he would change passwords again. I asked you several times for this information.

Patricia Mickle

Upon my initial answer, Tom stated to you, " Andi, now you see what I am talking about." Next, you gave all my jewelry to Tom, including engagement and wedding rings to Tom as his investment that he allowed me to wear for 25 years.

My list of wrongs from you is documented and quite long.

I regret that you will not provide answers to me that I don't understand.

Patty

2/10/2017

On Feb 10, 2017 9:56 AM, "Andi Paus"

Patty: That is not what I am saying. Let me expand.

I was saying to you in my initial email that your questions were not clear to me, and that if you were gathering information because someone else needed that information, you should have that person/entity contact me. That way I may be able to understand the questions that you have for me.

As it relates directly to what I can surmise from what you are asking, I can tell you the following: Your questions are not clear to me, have already been answered and/or litigated, and/or you have the information already.

Your attorney raised the issue of meetings with Tom / ex-parte conversations and the arbitration procedure, and I addressed that via email with him. He filed a motion with the court to have me removed. The court denied the motion.

Your attorney raised issues about the final order with the court and the court upheld my order.

I am a special master and not a mediator in your case. Any conversations that are not procedural are ex-parte and therefore, to give you substantive answers to the questions is not allowable in this fashion anyway.

I want to be courteous to you, Patty, however you are pushing boundaries and I am not available for that. I will be unable to answer questions from you at this time.

I wish you well.

Andi Paus

Attorney/Family Law Mediator

Arizona Mediation Institute

3131 E Camelback Rd, Ste 230

Phoenix, Arizona 85016

Phone: (602) 852-5565

Fax: (602) 889-6803

<image007.png>

<image008.jpg>

From: Patty Mickle

Sent: Friday, February 10, 2017 9:06 AM

To: Andi Paus <andi@arizonamediation.com>

Subject: RE: T. Hutchison vs. P. Hutchison

Andi,

Are you saying that you will not answer my questions as a client without representation?

On Feb 9, 2017 8:59 PM, "Andi Paus" <andi@arizonamediation.com> wrote:

Patty: I am not really sure about a lot of what you are asking me. If you are requesting the information because another entity needs it from me, please have that other entity contact me directly.

Thank you.

Andi Paus

Attorney/Family Law Mediator

Arizona Mediation Institute

3131 E Camelback Rd, Ste 230

Phoenix, Arizona 85016

Phone: (602) 852-5565

Fax: (602) 889-6803

<image005.png>

<image006.jpg>

From: Patty Mickle

Sent: Thursday, February 09, 2017 5:20 PM

To: Andi Paus <andi@arizonamediation.com>; Azstateboard.org@gmail.com

Subject: T. Hutchison vs. P. Hutchison



*Andi Paus, Az. Violated - Judicial Ethics
Canon 2.A, Canon 3.A, Nepotism*

IS YOUR JUDGE FOLLOWING THEIR ETHICAL RULES ?

6/7/19

<http://www.supreme.state.az.us/rules/>

<http://azrules.westgroup.com/home/azrules/default.wj>

VI. JUDICIAL ETHICS

AZ ST S CT RULE 81 CJC R. 81, References and Annotations

Rule 81. Arizona Code of Judicial Conduct

PREAMBLE

TERMINOLOGY

Canon 1. A Judge Shall Uphold the Integrity and Independence of the Judiciary

Canon 2. A Judge Shall Avoid Impropriety and the Appearance of Impropriety in All of the Judge's Activities

Canon 3. A Judge Shall Perform the Duties of Judicial Office Impartially and Diligently

Canon 4. A Judge Shall So Conduct the Judge's Extra-Judicial Activities as to Minimize the Risk of Conflict With Judicial Obligations

Canon 5. A Judge or Judicial Candidate Shall Refrain From Inappropriate Political Activity

APPLICATION OF THE CODE OF JUDICIAL

RULES OF THE SUPREME COURT OF ARIZONA

VI. JUDICIAL ETHICS

RULE 81. CODE OF JUDICIAL CONDUCT

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Current with amendments received through 03/01/02

TERMINOLOGY

The following terms have specific meanings within the context of this code. The sections where the terms appear are referred to after the explanation of each term below.

'Appropriate authority' denotes the authority with responsibility for initiation of disciplinary process with respect to the violation to be reported. See §§ 3D(1) and 3D(2).

'Candidate.' A candidate is a person seeking selection for or retention in judicial office by election or appointment. A person becomes a candidate for judicial office as soon as he or she makes a public announcement of candidacy, authorizes circulation of a nominating petition, declares or files as a candidate with the election or appointment authority, or authorizes solicitation or acceptance of contributions or support. The term 'candidate' has the same meaning when applied to a judge seeking election or appointment to non-judicial office. See Preamble and §§ 5A, 5B, and 5C.

'Court personnel' does not include the lawyers in a proceeding before a judge. See §§ 3B(7)(c) and 3B(9).

'Financial interest' means ownership of a legal or equitable interest of substance or a relationship as officer, director, advisor or other active participant in the affairs of a party, except that:

(i) ownership of an interest in a mutual or common investment fund that holds securities is not a financial interest in such securities unless the judge participates in the management of the fund or a proceeding pending or impending before the judge could substantially affect the value of the interest;

(ii) service by a judge as an officer, director, advisor or other active participant in an educational, religious, charitable, fraternal or civic organization, or service by a judge's spouse, parent or child as an officer, director, advisor or other active participant in any organization does not create a financial interest in securities held by that organization;

(iii) a deposit in a financial institution, the proprietary interest of a policy holder in a mutual insurance company, of a depositor in a mutual savings association or of a member in a credit union, or a similar proprietary interest, is not a financial interest in the organization unless a proceeding pending or impending before the judge could substantially affect the value of the interest;

(iv) ownership of government securities is not a financial interest in the issuer unless a

proceeding pending or impending before the judge could substantially affect the value of the securities.

See §§ 3E(1)(c) and 3E(2) and definition of 'interest of substance.'

'Fiduciary' includes such relationships as executor, administrator, trustee, guardian, personal representative, and conservator. See §§ 3E(2) and 4E.

'Interest of substance' denotes any financial interest in a closely held corporation or business and, in the case of a publicly held corporation, denotes a legal or equitable interest, the value of which is likely to be increased or decreased to any material extent by the outcome of the litigation. See definition of 'financial interest.'

'Knowingly,' 'knowledge,' 'known' or 'knows' denotes actual knowledge of the fact in question. A person's knowledge may be inferred from circumstances. See §§ 3D, 3E(1), and 5A(3).

'Law' denotes court rules as well as statutes, constitutional provisions and decisional law. See §§ 2A, 3A, 3B(2), 3B(6), 4B, 4C, 4D(5), 4F, 4I, 5A(4), and 5B(2).

'Member of the candidate's family' denotes a spouse, child, grandchild, parent, grandparent or other relative or person with whom the candidate maintains a close familial relationship including any person residing in the candidate's household. See § 5B(1)(a).

'Member of the judge's family' denotes a spouse, child, grandchild, parent, grandparent, or other relative or person with whom the judge maintains a close familial relationship including any person residing in the judge's household. See §§ 3E(1)(c), 4D(3), 4D(5), 4E and 4G.

'Nonpublic information' denotes information that, by law, is not available to the public. Nonpublic information may include but is not limited to: information that is sealed by statute or court order, impounded or communicated in camera; and information offered in grand jury proceedings, presentencing reports, dependency cases or psychiatric reports. See § 3B(11).

'Political organization' denotes a political party or other group, the principal purpose of which is to further the election or appointment of candidates to political office. See § 5A(1).

'Public election.' This term includes primary and general elections; it includes partisan elections, nonpartisan elections and retention elections. See § 5B.

'Require.' The rules prescribing that a judge 'require' certain conduct of others are, like all of the rules in this code, rules of reason. The use of the term 'require' in that context means a judge is to exercise reasonable direction and control over the conduct of those persons subject to the judge's direction and control. See §§ 3B(3), 3B(4), 3B(5), 3B(6), 3B(9) and 3C(2).

'Third degree of relationship.' The following persons are relatives within the third degree of relationship: great-grandparent, grandparent, parent, uncle, aunt, brother, sister, child, grandchild, great-grandchild, nephew or niece. See § 3E(1)(d).

17A A. R. S. Sup. Ct. Rules, Rule 81, Code of Jud. Conduct, Terminology
AZ ST S CT RULE 81 CJC Terminology

Canon 1. A Judge Shall Uphold the Integrity and Independence of the Judiciary

A. [FNI] An independent and honorable judiciary is indispensable to justice in our society. A judge should participate in establishing, maintaining and enforcing high standards of conduct, and shall personally observe those standards so that the integrity and independence of the judiciary will be preserved. The provisions of this code are to be construed and applied to further that objective.

Canon 2. A Judge Shall Avoid Impropriety and the Appearance of Impropriety in All of the Judge's Activities

A. A judge shall respect and comply with the law and shall act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary.

B. A judge shall not allow family, social, political or other relationships to influence the judge's judicial conduct or judgment. A judge shall not lend the prestige of judicial office to advance the private interests of the judge or others; nor shall a judge convey or permit others to convey the impression that they are in a special position to influence the judge. A judge shall not testify voluntarily as a character witness.

C. A judge shall not hold membership in any organization that practices invidious discrimination on the basis of race, sex, religion or national origin.

Canon 3. A Judge Shall Perform the Duties of Judicial Office Impartially and Diligently

Andi lacked knowledge of jewelry appraisal & that they were gifts.

*live-in boyfriend hired, Andi changed his fee through her office & he never gave me a Report
Nepotism*

policeman 'hit-man' drama needed gate code to get in from Tom

A. Judicial Duties in General. The judicial duties of a judge take precedence over all the judge's other activities. The judge's judicial duties include all the duties of the judge's office prescribed by law. In the performance of these duties, the following standards apply.

B. Adjudicative Responsibilities.

- (1) A judge shall hear and decide matters assigned to the judge except those in which disqualification is required.
 - (2) A judge shall be faithful to the law and maintain professional competence in it. A judge shall not be swayed by partisan interests, public clamor or fear of criticism.
 - (3) A judge shall require order and decorum in proceedings before the judge.
 - (4) A judge shall be patient, dignified and courteous to litigants, jurors, witnesses, lawyers and others with whom the judge deals in an official capacity, and shall require similar conduct of lawyers, and of staff, court officials and others subject to the judge's direction and control.
 - (5) A judge shall perform judicial duties without bias or prejudice. A judge shall not, in the performance of judicial duties, by words or conduct manifest bias or prejudice, including but not limited to bias or prejudice based upon race, sex, religion, national origin, disability, age, sexual orientation or socioeconomic status, and shall not permit staff, court officials and others subject to the judge's direction and control to do so.
 - (6) A judge shall require lawyers in proceedings before the judge to refrain from manifesting, by words or conduct, bias or prejudice based upon race, sex, religion, national origin, disability, age, sexual orientation or socioeconomic status, against parties, witnesses, counsel or others. This § 3B(6) does not preclude legitimate advocacy when race, sex, religion, national origin, disability, age, sexual orientation or socioeconomic status, or other similar factors, are issues in the proceeding.
 - (7) A judge shall accord to every person who has a legal interest in a proceeding, or that person's lawyer, the right to be heard according to law. A judge shall not initiate, permit, or consider ex parte communications, or consider other communications made to the judge outside the presence of the parties concerning a pending or impending proceeding except that:
 - (a) Where circumstances require, ex parte communications for scheduling, administrative purposes or emergencies that do not deal with substantive matters or issues on the merits are authorized; provided:
 - (i) the judge reasonably believes that no party will gain a procedural or tactical advantage, as a result of the ex parte communication, and
 - (ii) the judge makes provision promptly to notify all other parties of the substance of the ex parte communication and allows an opportunity to respond.
 - (b) A judge may obtain the advice of a disinterested expert on the law applicable to a proceeding.
 - (c) A judge may consult with court personnel whose function is to aid the judge in carrying out the judge's adjudicative responsibilities or with other judges.
 - (d) A judge may, with the consent of the parties, confer separately with the parties and their lawyers in an effort to mediate or settle matters pending before the judge.
 - (e) A judge may initiate or consider any ex parte communications when expressly authorized by law to do so.
 - (8) A judge shall dispose of all judicial matters promptly, efficiently and fairly.
 - (9) A judge shall not, while a proceeding is pending or impending in any court, make any public comment that might reasonably be expected to affect its outcome or impair its fairness or make any nonpublic comment that might substantially interfere with a fair trial or hearing. The judge shall require similar abstention on the part of court personnel subject to the judge's direction and control. This section does not prohibit judges from making public statements in the course of their official duties or from explaining for public information the procedures of the court. This section does not apply to proceedings in which the judge is a litigant in a personal capacity.
 - (10) A judge shall not commend or criticize jurors for their verdict other than in a court order or opinion in a proceeding, but may express appreciation to jurors for their service to the judicial system and the community.
 - (11) A judge shall not disclose or use, for any purpose unrelated to judicial duties, nonpublic information acquired in a judicial capacity.
 - (12) A judge shall participate actively in judicial education programs and shall complete mandatory judicial education requirements.
- C. Administrative Responsibilities.
- (1) A judge shall diligently discharge the judge's administrative responsibilities without bias or prejudice and maintain professional competence in judicial administration, and should cooperate with other judges and court officials in the administration of court business.
 - (2) A judge shall require staff, court officials and others subject to the judge's direction and control to observe the standards of fidelity and diligence that apply to the judge and to

wouldnt listen to me
re: no jewelry
insurance

ANTI-Female
Would not excuse
medical, emotional
and mental issues

Tom + Andi bonded
via phone, text,
email, and in person
She chose his side
Tom got jewelry + cab

never knew
Dana Gonder
testimonial call
was to occur

She spoke to Tom
privately several
times.

Dana Gonder
never saw my
jewelry. He
worked in a
pawn shop
where Tom
illegally bought
& sold his guns.

refrain from manifesting bias or prejudice in the performance of their official duties.

(3) A judge with supervisory responsibility for the judicial performance of other judges shall take reasonable measures to assure the prompt disposition of matters before them and the proper performance of their other judicial responsibilities.

(4) A judge shall not make unnecessary appointments. A judge shall exercise the power of appointment impartially and on the basis of merit. A judge shall avoid nepotism and favoritism. A judge shall not approve compensation of appointees beyond the fair value of services rendered.

(5) A judge shall require staff, court officials and others subject to the judge's direction and control to comply with the provisions of the code of conduct adopted for judicial employees by the supreme court.

D. Disciplinary Responsibilities.

(1) A judge who has knowledge or who receives reliable information that another judge has committed a violation of this code shall take or initiate appropriate action. A judge who has knowledge or who receives reliable information that another judge has committed a violation of this code that raises a substantial question as to the judge's honesty, trustworthiness or fitness as a judge in other respects shall inform the appropriate authority.

(2) A judge who receives information indicating a substantial likelihood that a lawyer has committed a violation of the Rules of Professional Conduct should take appropriate action. A judge having knowledge that a lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects shall inform the appropriate authority.

(3) Acts of a judge, in the discharge of disciplinary responsibilities, required or permitted by §§ 3D(1) and 3D(2) are part of a judge's judicial duties and shall be absolutely privileged, and no civil action predicated thereon may be instituted against the judge.

E. Disqualification.

(1) A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to instances where:

(a) the judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of disputed evidentiary facts concerning the proceeding;

(b) the judge served as a lawyer in the matter in controversy, or a lawyer with whom the judge practiced law within the preceding seven (7) years served during such association as a lawyer concerning the matter, or the judge has been a material witness concerning it;

(c) the judge knows that he or she, individually or as a fiduciary, or the judge's spouse, parent or child wherever residing, or any other member of the judge's family residing in the judge's household, has a financial interest in the subject matter in controversy or in a party to the proceeding or any other interest that could be substantially affected by the proceeding;

(d) the judge or the judge's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:

(i) is a party to the proceeding, or an officer, director or trustee of a party;

(ii) is acting as a lawyer in the proceeding;

(iii) is known by the judge to have an interest that could be substantially affected by the proceeding;

(iv) is to the judge's knowledge likely to be a material witness in the proceeding.

(2) A judge shall keep informed about the judge's personal and fiduciary financial interests, and make a reasonable effort to keep informed about the personal financial interests of the judge's spouse and minor children residing in the judge's household.

F. Remittal of Disqualification. A judge disqualified by the terms of § 3E may, instead of withdrawing from the proceeding, disclose on the record the basis of the disqualification. If the parties and their lawyers after such disclosure and an opportunity to confer outside of the presence of the judge, all agree in writing or on the record that the judge should not be disqualified, and the judge is then willing to participate, the judge may participate in the proceedings. The agreement should be incorporated in the record of the proceeding.

Canon 4. A Judge Shall So Conduct the Judge's Extra-Judicial Activities as to Minimize the Risk of Conflict With Judicial Obligations

A. Extra-Judicial Activities in General. A judge shall conduct all of the judge's extra-judicial activities so that they do not:

(1) cast reasonable doubt on the judge's capacity to act impartially as a judge;

(2) demean the judicial office; or

(3) interfere with the proper performance of judicial duties.

B. Avocational Activities. A judge may speak, write, lecture, teach and participate in other extra-judicial activities concerning the law, the legal system, the administration of justice

Andi - left box of evidence (pictures of community property) out in hallway for days before I could pick it up. she would NOT accept this evidence.

I should have been told about Tim Steedman disciplinary status.

- 1) storage unit theft
- 2) Tom paid her bill
- 3) I was ill and needed to make scheduling changes.
- 4) Believed Tom as he spoke & lied to her in office alone.

Amy Urness
Az-attorney
Not honest
made inferences
not fact

Andi Pans
deserves
disbarment

Steve boyfriend

and non-legal subjects, subject to the requirements of this code.

C. Governmental, Civic or Charitable Activities.

(1) A judge shall not appear at a public hearing before, or otherwise consult with, an executive or legislative body or official except on matters concerning the law, the legal system or the administration of justice or except when acting pro se in a matter involving the judge or the judge's interests.

(2) A judge shall not accept appointment to a governmental committee or commission or other governmental position that is concerned with issues of fact or policy on matters other than the improvement of the law, the legal system or the administration of justice. A judge may, however, represent a country, state or locality on ceremonial occasions or in connection with historical, educational or cultural activities.

(3) A judge may serve as a member, officer, or director of an organization or governmental agency devoted to the improvement of the law, the legal system, or the administration of justice. A judge may assist such an organization in raising funds and may participate in their management and investment, but should not personally participate in public fund-raising activities. A judge may make recommendations to public and private fund-granting agencies on projects and programs concerning the law, the legal system, and the administration of justice.

(4) A judge may participate in civic and charitable activities that do not reflect adversely upon the judge's impartiality or interfere with the performance of the judge's judicial duties. A judge may serve as an officer, director, trustee, or non-legal advisor of an educational, religious, charitable, fraternal, or civic organization not conducted for the economic or political advantage of its members, subject to the following limitations:

(a) A judge should not serve if it is likely that the organization will be engaged in proceedings that would ordinarily come before the judge or will be regularly engaged in adversary proceedings in any court.

(b) A judge should not solicit funds for any educational, religious, charitable, fraternal, or civic organization, or use or permit the use of the prestige of office for that purpose, but a judge may be listed as an officer, director, or trustee of such an organization, so long as the listing is not used for fund-raising purposes. A judge should not be a speaker or the guest of honor at an organization's fund-raising events, but may attend such events.

(c) A judge should not give investment advice to such an organization, but a judge may serve on its board of directors or trustees even though it has the responsibility for approving investment decisions.

D. Financial Activities.

(1) A judge shall not engage in financial and business dealings that:

(a) may reasonably be perceived to exploit the judge's judicial position, or
(b) involve the judge in frequent transactions or continuing business relationships with those lawyers or other persons likely to come before the court on which the judge serves.

(2) A judge may, subject to the requirements of this code, hold and manage investments of the judge and members of the judge's family, including real estate, and engage in other remunerative activity.

(3) A judge shall not serve as an officer, director, manager, general partner, advisor or employee of any business entity except that a judge may, subject to the requirements of this code, manage and participate in:

(a) a business closely held by the judge or members of the judge's family, or
(b) a business entity primarily engaged in investment of the financial resources of the judge or members of the judge's family.

(4) A judge shall manage the judge's investments and other financial interests to minimize the number of cases in which the judge is disqualified. As soon as the judge can do so without serious financial detriment, the judge shall divest himself or herself of investments and other financial interests that might require frequent disqualification.

(5) A judge shall not accept, and shall urge members of the judge's family residing in the judge's household not to accept, a gift, bequest, favor or loan from anyone except for:

(a) a gift incident to a public testimonial, books, tapes and other resource materials supplied by publishers on a complimentary basis for official use, or an invitation to the judge and the judge's spouse or guest to attend a bar-related function or an activity devoted to the improvement of the law, the legal system or the administration of justice;
(b) a gift, award or benefit incident to the business, profession or other separate activity of a spouse or other family member of a judge residing in the judge's household, including gifts, awards and benefits for the use of both the spouse or other family member and the judge (as spouse or family member), provided the gift, award or benefit could not reasonably be perceived as intended to influence the judge in the performance of judicial duties;

(c) ordinary social hospitality;

(d) a gift from a relative or friend, for a special occasion, such as a wedding, anniversary or birthday, if the gift is fairly commensurate with the occasion and the relationship;

7 look @
website, facebook,
Review past cases
Is there a theme
with her rulings.

Andi, Amy Urness,
Mr. Taubman,
Gloria Cales
collusion to send
Andi their male
clients for
favoritism
client laundering
scheme

Gloria told me,
after reading
Andi's settlement
that, "Andi hates me."

- (e) a gift, bequest, favor or loan from a relative or close personal friend whose appearance or interest in a case would in any event require disqualification under § 3E;
- (f) a loan from a lending institution in its regular course of business on the same terms generally available to persons who are not judges;
- (g) a scholarship or fellowship awarded on the same terms and based on the same criteria applied to other applicants; or
- (h) any other gift, bequest, favor or loan, only if: the donor is not a party or other person who has come or is likely to come or whose interests have come or are likely to come before the judge; and, if its value exceeds the statutory minimum for financial disclosure, the judge reports it in the same manner as the judge reports compensation in § 4H.

E. Fiduciary Activities.

- (1) A judge shall not serve as executor, administrator or other personal representative, trustee, guardian, attorney in fact or other fiduciary, except for the estate, trust or person of a member of the judge's family and then only if such service will not interfere with the proper performance of judicial duties.
- (2) A judge shall not serve as a fiduciary if it is likely that the judge as a fiduciary will be engaged in proceedings that would ordinarily come before the judge, or if the estate, trust or ward becomes involved in adversary proceedings in the court on which the judge serves or one under its appellate jurisdiction.
- (3) The same restrictions on financial activities that apply to a judge personally also apply to the judge while acting in a fiduciary capacity.

? F. Service as Arbitrator or Mediator. A judge shall not act as an arbitrator or mediator or otherwise perform judicial functions in a private capacity unless expressly authorized by law.

G. Practice of Law. A judge shall not practice law. Notwithstanding this prohibition, a judge may act pro se and may, without compensation, give legal advice to and draft or review documents for a member of the judge's family.

H. Compensation, Reimbursement and Reporting.

- (1) Compensation and Reimbursement. A judge may receive compensation and reimbursement of expenses for the extra-judicial activities permitted by this code, if the source of such payments does not give the appearance of influencing the judge's performance of judicial duties or otherwise give the appearance of impropriety.
 - (a) Compensation shall not exceed a reasonable amount nor shall it exceed what a person who is not a judge would receive for the same activity.
 - (b) Expense reimbursement shall be limited to the actual cost of travel, food and lodging reasonably incurred by the judge and, where appropriate to the occasion, by the judge's spouse or guest. Any payment in excess of such an amount is compensation.
- (2) Public Reports. A judge shall report compensation for extra-judicial activities as required by law.

I. Disclosure of a judge's income, debts, investments or other assets is required only to the extent provided in this Canon and in §§ 3E and 3F, or as otherwise required by law.

J. Wedding Ceremonies.

- (1) The performance of wedding ceremonies by a judge is a discretionary function rather than a mandatory function of the court.
- (2) A judge shall not interrupt or delay any regularly scheduled or pending court proceeding in order to perform a wedding ceremony.
- (3) A judge shall not advertise his or her availability for performing wedding ceremonies.
- (4) A judge shall not charge or accept a fee, honorarium, gratuity or contribution for performing a wedding ceremony during court hours.
- (5) A judge may charge a reasonable fee or honorarium to perform a wedding ceremony during non-court hours, whether the ceremony is performed in the court or away from the court.

Canon 5. A Judge or Judicial Candidate Shall Refrain From Inappropriate Political Activity

A. Political Conduct in General.

- (1) A judge or a candidate for election to judicial office shall not:
 - (a) act as a leader or hold any office in a political organization;
 - (b) make speeches for a political organization or candidate or publicly endorse a candidate for public office;
 - (c) solicit funds for or pay an assessment to a political organization or candidate, or make contributions to a political party or organization or to a non-judicial candidate in excess of a combined total of Two Hundred Fifty Dollars per year; or
 - (d) actively take part in any political campaign other than his or her own election, reelection or retention in office.
- (2) A judge or a non-judge who is a candidate for judicial office may speak to political

*Our
House & conference
didn't know she became
a judge - never
confirmed w/ my
attorney.*

gatherings on his or her own behalf.

(3) A judge may purchase tickets for political dinners or other similar functions but attendance at any such functions shall be restricted so as not to constitute a public endorsement of a candidate or cause otherwise prohibited by these canons.

(4) A judge shall resign from judicial office upon becoming a candidate for a non-judicial office either in a primary or in a general election, except that the judge may continue to hold judicial office while being a candidate for election to or serving as a delegate in a state constitutional convention if the judge is otherwise permitted by law to do so.

(5) Except as otherwise permitted in this code, a judge shall not engage in any other political activity except on behalf of measures to improve the law, the legal system, or the administration of justice.

B. Judicial Campaign Conduct.

(1) A candidate, including an incumbent judge, for a judicial office that is filled either by public election between competing candidates or on the basis of a merit selection system or retention election:

(a) shall maintain the dignity appropriate to judicial office and act in a manner consistent with the integrity and independence of the judiciary, and shall encourage members of the candidate's family to adhere to the same standards of political conduct in support of the candidate as apply to the candidate;

(b) shall prohibit employees and officials who serve at the pleasure of the candidate, and shall discourage other employees and officials subject to the candidate's direction and control from doing on the candidate's behalf what the candidate is prohibited from doing under the sections of this Canon;

(c) shall not authorize or knowingly permit any other person to do for the candidate what the candidate is prohibited from doing under the sections of this Canon;

(d) shall not:

(i) make pledges or promises of conduct in office other than the faithful and impartial performance of the duties of the office;

(ii) make statements that commit or appear to commit the candidate with respect to cases, controversies or issues that are likely to come before the court;

(iii) knowingly misrepresent the identity, qualifications, present position or other fact concerning the candidate or an opponent; or

(iv) announce the judge's views on disputed political or legal issues.

(e) may respond to personal attacks or attacks on the candidate's record as long as the response does not violate § 5B.

(2) A candidate, including an incumbent judge, for a judicial office, whether by a contested election or seeking the retention of the office according to law, shall comply with the Arizona statutes relating to the financial aspects of the candidacy. All candidates should refrain from personally soliciting campaign contributions. They should refer prospective contributors to the candidate's campaign committee.

(3) An incumbent judge who is a candidate for retention in or re-election to office may campaign for retention in or re-election to office; may obtain publicly stated support; and in the manner provided in subsection B(2) may obtain campaign funds.

C. Applicability. Canon 5 generally applies to all incumbent judges and judicial candidates. A successful candidate, whether or not an incumbent, is subject to judicial discipline for his or her campaign conduct; an unsuccessful candidate who is a lawyer is subject to lawyer discipline for his or her campaign conduct. A lawyer who is a candidate for judicial office is subject to ER 8.2(b) of the Arizona Rules of Professional Conduct.

APPLICATION OF THE CODE OF JUDICIAL CONDUCT

A. Judge. Anyone, whether or not a lawyer, who is an officer of a judicial system and who performs judicial functions, including an officer such as a justice of the peace, magistrate, court commissioner, special master, hearing officer or referee, is a judge within the meaning of this code. All judges shall comply with this code except as provided below.

B. Retired Judge Available for Assignment. A retired judge available for assignment to judicial service and during such service is not required to comply with §§ 4C(2), 4D(2), 4D(3), 4E, 4F, 4G, 4H and 4I.

C. Part-time Judge. A part-time judge is a person who serves on a continuing or periodic basis, but is permitted by law to devote time to some other profession or occupation and whose compensation for that reason is less than that of a full-time judge.

(1) A part-time judge is not required to comply

(a) except while serving as a judge, with § 3B(9);

(b) at any time, with §§ 4C(2), 4C(4)(a), 4D(1)(b), 4D(3), 4D(4), 4D(5), 4E, 4F, 4G, 4H and 5A(1).

(2) A part-time judge shall not practice law in the court on which the judge serves or in any court subject to the appellate jurisdiction of the court on which the judge serves, and

shall not act as a lawyer in a proceeding in which the judge has served as a judge or in any other proceeding related thereto.

D. Pro Tempore Part-time Judge. A pro tempore part-time judge is a person appointed pursuant to Article 6, § 31 of the Arizona Constitution, A.R.S. § 22-122, or municipal charter or ordinance, who serves on less than a full-time basis under a separate appointment by a presiding judge for each period of less than full-time service or for each case heard.

- (1) A pro tempore part-time judge is not required to comply
 - (a) except while serving as a judge, with §§ 2A, 2B, 3B(9) and 4C(1);
 - (b) at any time with §§ 2C, 4C(2), 4C(4), 4D(1)(b), 4D(3), 4D(4), 4D(5), 4E, 4F, 4G, 4H and 5A(1).

?

(2) A person who has been a pro tempore part-time judge shall not act as a lawyer in a proceeding in which the judge has served as a judge or in any other proceeding related thereto except as otherwise permitted by Rule 1.12(a) of the Arizona Rules of Professional Conduct.

(3) A pro tempore part-time judge who serves once or only sporadically in a specialized division of a court or in a court without specialized divisions may appear as a lawyer in such specialized division or court during such service.

(4) A pro tempore part-time judge who serves repeatedly on a continuing scheduled basis in a specialized division of a court or in a court without specialized divisions shall not appear as a lawyer in such specialized division or court during such service.

(5) A part-time pro tempore judge who is appointed to perform judicial functions of a non-appealable nature on a continuing scheduled basis shall not appear as a lawyer in other proceedings involving the function of the court in which the service was performed, but may appear as a lawyer in all other areas of practice before the court.

E. Pro Tempore Full-Time Judge. A pro tempore full-time judge is a person appointed pursuant to A.R.S. § 12-144 who serves full-time for the full six months allowed by statute.

A pro tempore full-time judge:

-

- (1) is subject to all the provisions of this code;
- (2) may not engage in the practice of law during such full-time service.

F. Time for Compliance. A person to whom this code becomes applicable shall comply immediately with all provisions of this code except §§ 4D(2), 4D(3) and 4E and shall comply with these sections as soon as reasonably possible and shall do so in any event within the period of one year.

*told police to get a gun
Report
(criminal issue)
not community property*

was Andi acting as a judge or a mediator when she fired me \$2,000.00. What Role was she in?

BUILD A FREE WEBSITE OF YOUR OWN ON



Andi Paus - dressed inappropriately with very tight dresses, and cleavage showing. My husband sat close to her and loved it.



Resp
19-192
9/4/19

September 4, 2019

VIA EMAIL ONLY: cjc@courts.az.gov

Commission on Judicial Conduct
1501 W. Washington Street, Suite 229
Phoenix, Arizona 85007

Re: Case No. 19-192

Dear Members of the Commission:

Thank you for the opportunity to respond to the complaint filed by Patricia Mickle. This is not the first time Ms. Mickle has complained about what happened in her case and about me personally. Despite issuing final orders approximately three (3) years ago, Ms. Mickle frequently updates her negative online reviews, emails or calls my office and/or the Arizona Bar Association, and/or takes other action that keeps her engaged with her dispute.

Since this action started more than three years ago and no court reporter was present at the final trial¹, the following information is to the best of my recollection. I have reviewed the pleadings, emails, some notes, and correspondence from counsel.

At the request of the commission, I will address Ms. Mickle's allegations of nepotism and bias. In order to do so, a lengthy description of the process is needed.²

I was appointed by _____ in the Family Court to serve as special master in the Hutchison v. Hutchison matter on January 26, 2016. It was my understanding the parties, Tom Hutchison (Husband) and Patricia Hutchison nka Mickle (Wife) were on the eve of trial when they were able to settle on all issues in their case except division of personal property. The Decree of Legal Separation was signed and within the orders, a special master was appointed for the sole purpose of dividing personal property.

¹ The Special Master Order Setting Trial filed on May 31, 2016 set a deadline for requesting a court reporter. Neither party asked for one to be present.

² I will attempt to address Ms. Mickle's specific concerns, however her complaint is made up of 116 pages and in some areas, I am not clear on her specific complaint or allegations. I have not seen many of the exhibits and/or they are dated after I issued my final order. Also, it is not clear whether her hand-written notes on those pages are part of her complaint or if it is just the first 4 pages that make up her complaint.

The special master process commenced with an informal phone call with the parties on February 17, 2016.³ My goal for that phone call was to ascertain whether an agreement could be reached on process for the proceeding and obtaining a joint list of property subject to division. There was discussion about payment of fees, which would be advanced by Husband subject to reimbursement from Wife from the sale of the marital residence. Therefore, each party was paying one-half of the fees.

In that call, Wife reported that she had been advised by her counsel early in the legal separation proceeding to go to the residence where Husband was residing and take personal property. She had gone there and took numerous guns, coins, watches, and other items. Husband was aware she took the items and had reported it to the police when it happened. Wife revealed to Husband for the first time that she had taken that personal property; put it in storage; and approximately one year prior, it was all stolen from the storage unit. She had not reported it to the police and stated she believed it was Husband who stole it from the storage unit.

The parties had personal property in two residences, the “Marital Residence” in Carefree and the “Cabin” in Prescott. There was an Order of Protection in place, and each party had exclusive use of one of the residences. Due to the Order of Protection and clear distrust of each other, the parties were unable to jointly walk through the residences to provide an agreed upon list of property.

I asked for the parties to propose third parties that may be available to serve as a “supervisor” to allow for each party to enter the other’s residence for the purposes of making an inventory. We talked through some family and friends on the call, but there was no agreement at that time. I asked the parties to explore options for hiring someone to act in that role.

My concern after the phone call was that even the concept of identifying what property existed for division was going to be difficult. After reviewing the Decree of Legal Separation and other documents, I learned the Cabin itself was personal property to be sold via bill of sale as it was located in a National Forest. There were orders regarding the sale of the cabin (and some other personal property) in the Decree.

The next meeting was at my office on March 1, 2016. The parties reviewed and signed a Fee Agreement for Special Master Services. *See* Exhibit A. Ms. Mickle indicates in her complaint and in hand-written notes on her exhibits that she “signed for a mediator – not special master or judge pro tem.” She submits to the committee an unsigned Mediation Agreement as an exhibit. The parties were never mediation clients and therefore were never presented with a Mediation Agreement. It is unknown where Ms. Mickle obtained the exhibit, however a Mediation Agreement can be printed off of the Arizona Mediation Institute website.

Both parties were present in person at the March 1 meeting. Further discussion was held about trial process, the need for a list of property to be divided, and a method of inventory. Husband had a list of personal property and Wife had some notes. There became an issue of property missing

³ The parties had attorneys during the legal separation, but those attorneys had either withdrawn or were not going to participate in the process at this time.

(in addition to the items from the storage unit), and we discussed the need to identify sole and separate property.

A supervisor was needed to go to Carefree with Husband so he could enter the Marital Residence to take inventory; to oversee the removal of one motorcycle per the terms of the Decree; to go to Prescott to enter the property with Wife so she could take inventory; and to meet Husband at Wife's storage unit for inventory/inspection.⁴ The job of the third party would be to receive keys for respective properties, ensure nothing was taken from the property during the inventory, close the property and return the keys. The parties were to make their own lists. The third-party was an overseer and was not making lists or writing reports.

Neither party would agree to the other's proposed third-party. Neither party had a proposed person who could be hired for that role.

I suggested using Steve Neiman as the neutral. I knew he had acted in the role of third-party civil standby for other attorneys. He is an Army veteran and served as a Military Policeman for 18 years of his 23-year career.

Mr. Neiman is my significant other. We were living together at the time he performed services in this case, and we continue to live together. We are not married. (Upon information and belief, Wife believes we are married because I changed my name on Facebook from Andi Paus to Andi Neiman. I specifically did so in an effort to "hide" from Wife as she found ways to comment on my page and direct message me through Facebook. That effort was in vain -- she was not deterred.)

According to the Arizona Judicial Code of Conduct, Mr. Neiman is my domestic partner. He was paid \$50/hour to serve as the civil standby in this matter. I did not inform the parties of my relationship with Mr. Neiman.

Mr. Neiman performed the duties as hired. Again, he was not hired to provide a report or an inventory listing. It was the specific duty of the parties to provide a list. Ms. Mickle alleges "Steve Neiman made a report of his time with Tom but did not provide a report to Patty." It is not clear whether she is also alleging as she has in the past that Mr. Neiman prepared an inventory listing for Husband and not for Wife. Neither allegation is true.

The rules regarding nepotism that this commission asked me to address are Arizona Judicial Code of Conduct Rule 2.11 and 2.13.

There was no violation of Rule 2.11. My domestic partner did not have economic interest in the subject matter, and none of the other circumstances listed in the rule apply.

⁴ Throughout the process, Wife changed her position on whether she still had the storage unit, no storage unit, or a new unit. Ultimately there was no inspection of the storage unit.

Rule 2.13(A)(2) instructs a judge to “avoid nepotism” in administrative appointments. Rule 2.13(B) instructs a judge to “not approve compensation of appointees beyond the fair value of services rendered.”

I am unclear whether this circumstance is an “administrative appointment.” The comments to the rule list counsel, officials such as referees, commissioners, special masters, receivers, and guardians, and personnel such as clerks, secretaries and bailiffs. None of those positions are applicable.

A.R.S. § 38-481 lists other categories including hiring people for a clerkship, office, position, employment or duty. Assuming a third-party neutral is a position or employment, it does not meet the other requirements of the statute that outlines hiring “*in any department* of the state, district, county, city or municipal government of which such executive, legislative, ministerial or judicial officer is a member. . .” And there was no “salary, wages or compensation of such appointee is *to be paid from public funds or fees of such office.*” Mr. Neiman was not hired in any department of the state, county, etc. and he was not paid from public funds.

Based on my review of the Rules of Conduct and the statute, I do not believe there was any violation, however further description of the circumstances may be helpful.

I only practice family law. I practiced family law litigation from 1998 until approximately 2011 when I transitioned my practice to primarily mediation. I am hired as a special master on occasion as well as a parenting coordinator. I have a very small litigation practice. In my many capacities, in high conflict cases, there are times when a third party is necessary to oversee the inventory process. Many attorneys will send their legal assistants or paralegals at a rate of more than \$100/hour. There are off duty officers/deputies who perform the service as well at varied hourly rates. An official civil stand-by is free but is usually for a very short period, 20 minutes or so.

The parties signed an agreement for my services which included a paralegal, so it is possible that I could have sent her to oversee the process at a cost of \$125/hour. I could have researched other options at my rate, which was \$350/hour. At that time, I was looking for someone who would go to Carefree, Prescott, and to the storage unit. I did not specifically know of someone who was available for this work, although I did not opt to spend time doing research. My hope was that the parties would do the research and make a proposal. They did not.

Knowing what I know now about how this case turned out, I think Wife would have agreed to Mr. Neiman and do not believe disclosure of my relationship would have prevented these concerns of hers. She was very happy with Mr. Neiman’s services and how helpful he was, however even if Wife agreed to use him during the process, her pattern was to agree to things during the process, sign documents, etc., and then she no longer remembers her agreement or that she signed certain documents.

I understand as part of this process, the commission recommends admitting wrongdoing, and I am happy to do so. However, especially after my specific review of the rules and the statute on nepotism, I do not believe there was violation. Assuming Mr. Neiman’s income would benefit me

and/or my household, I could have had significantly more financial gain if I sent my paralegal to oversee the process at \$125/hour or if I spent my own billable time to do further research.

Further description of the process will address the allegation of bias. Although the commission indicated no need to defend findings or rulings, a partial discussion is necessary to show a lack of bias. Upon information and belief, Ms. Mickle's claim is two-fold: 1) I am "pro-male" in general and 2) I ruled in Husband's favor, not on the merits of the case, but because he was the male and/or I just generally favored him. I believe part of her claim of bias is alleged ex-parte communication.

Ex-parte communication:

There was no ex-parte communication. Ms. Mickle accused me of same in an email from her new attorney. The best description and outline of the circumstances early in this matter is in an email I wrote to Wife's counsel in response to his request for me to recuse myself. That email describes how much leeway Wife was given in the matter and how special accommodations were offered to her for use of a computer and how she was specifically accommodated when she did not have email for a period. *See Exhibit B.*

The parties were given instructions several times about ex-parte communication. Despite the instruction, Wife sent numerous emails to me without copying Husband. She also left voicemail messages and called to speak directly to the me. To reiterate the rules, I made specific orders about ex-parte communication early in the process on March 7, 2016.

Ms. Mickle alleges Husband had ex-parte communications with me, which is not true, and in fact, she was actually the party who tried on numerous occasions to speak to me directly via phone or email.

Ms. Mickle has made allegations about ex-parte communications directly to the trial court on two occasions. Both times, the court denied Wife's motions and did not find that there was ex-parte communication or bias. Wife's allegations about ex-parte contact have always been vague and seemed to be based on her own suspicions, not something concrete.

In May, the trial was set for July 13, 2016. Wife hired counsel, who requested a continuance to comply with deadlines and get up to speed. On Wife's request, the trial was reset from July 13, 2016 to August 11, 2016. The Pretrial Statements were due on August 5, 2016. *See Exhibit C.*

On August 2, 2016, Wife filed a Motion to Remove Special Master and Vacate Special Master Trial with the trial court. In her motion, she alleged bias and ex-parte communication. She first stated she was "disappointed by the treatment she has received from the special master. She does not feel that she has been treated fairly and does not feel that the special master has acted in an impartial manner." She does not expand to give any examples of how she feels she was treated unfairly. *See Exhibit D.*

She further states based on a comment that Husband made in a meeting with the special master that she believed there was ex-parte communication. She stated she was “unaware of the date, time or subject matter of the conversation that took place.” There was no conversation.

Husband’s counsel filed a response with a very specific outline of the events in the case that are relevant to Ms. Mickle’s complaints. *See Exhibit E.*

Ms. Mickle’s motion was denied by Judge Whitehead via Minute Entry Order dated August 10, 2016.

In her complaint to the commission, Ms. Mickle hand wrote allegations on an exhibit, “Tom & Andi bonded via phone, text, email, and in person. . .” “She spoke to Tom privately several times.” Ms. Mickle has never specifically identified any time or place of any ex-parte communications or meetings. She has not produced any texts or emails.

On September 16, 2016, after the final orders were entered Ms. Mickle filed an Objection to Special Master Order re: Division of Property, and in her objection, she referenced her previous motion that alleged “bias against her, including suspected ex parte communication between the special master and Husband,” and she “maintained that her concerns were well founded.” *See Exhibit F.* Husband filed a Response. *See Exhibit G.* After a hearing, Wife’s motion was denied, and again the Court did not find ex-parte communication or bias.

On February 17, 2017, Ms. Mickle filed a “Notice to Appeal Special Master Order Trial 12/1/16 Judge . . .” In her Notice, she alleged, “Thomas Hutchison & Andi Paus met 4 times witnessed by myself and Mediation Receptionist ex-parte communication.” Again, Ms. Mickle does not list specific dates or time she witnessed these conversations. The appeal was abandoned.

The commission should note during the process Ms. Mickle claimed Husband was tracking her, breaking into her home, and stealing property including the guns and other property from her storage unit. She made numerous additional allegations throughout the process of Husband stalking her and stealing from her; she testified she had three phones stolen and she was on her fourth phone, and that Husband had stolen her keys. Ms. Mickle wrote on one of the exhibits to her complaint that the pictures she took at the Cabin were also stolen. Husband denied these claims and he was not living in the Phoenix Metro during the time; he was living in Prescott.

If Ms. Mickle’s allegations were true, Ms. Mickle never provided any evidence of same. She did not make police reports about Husband stalking her or stealing from her, or if she did, she did not present them as evidence.

The allegations of ex-parte communication are simply not true.

Bias:

Division of personal property should be relatively easy. The parties should be able to present their case to the special master by presenting a list of property to be divided and providing any available evidence about the character of the property and evidence of value. This case had several issues about alleged stolen property, missing property, or property gifted to others. It was important to understand what property each party wanted awarded to him/her.

First, the parties needed assistance with the discovery process. On March 7, 2016, an order was issued regarding inventories. *See* Exhibit H. On the same day, Wife hired her first attorney in the process to represent her.

On May 31, 2016, an order was issued setting trial for July 13, 2016. The Special Master Order Setting Trial very specifically outlined the issues to be presented; explained who would go first in the process; outlined the very specific items that were needed in the Pretrial Statement. Specifically, the Order was as follows:

IT IS FURTHER ORDERED that the parties shall provide the Special Master with a Pretrial Statement. The Pretrial Statement is one document that provides an inventory of all personal property (identifying each item in a written/typed list), identifies property that is believed to be missing, outlines his/her positions on the value of any item valued in excess of \$500, identifies any property as his/her sole and separate property with a description of why he/she believes it to be sole and separate, identifies which property he/she wants awarded to him/her, and his/her position on distribution of fees and costs.

See Exhibit C.

Both parties had counsel at this point, however it was vitally important for me to be able to understand each one of the above categories so I could make an informed ruling. Husband filed a Pretrial Statement for the trial that was set initially and amended same for the trial that was reset. Husband's statement was 23 pages and outlined his positions on all of the categories outlined in the Order. *See* Exhibit I.

Wife filed a pretrial statement (after the deadline for submission). It was three substantive pages long with a signature page as page 4. It contained generalities and information not relevant to the issues at trial. For example, "Husband received his social security income for many years and did not deposit into any bank account that Wife had access to." This was not at issue. *See* Exhibit J.

Wife alleged in her pretrial statement Husband had valuable property that was not appraised and that there could not be a fair division until there were appraisals done. She ended her statement by indicating she did not believe "that it is possible to arrive at a fair division at this time due to Husband's behavior and the deficiencies noted above. However, she has provided her lists of property and will be better able to explain the lists themselves at the hearing thereby explaining her proposed division of personal property."

Wife's pretrial statement, prepared by her attorney, was of no help whatsoever. Prior to the trial beginning, Wife was at a disadvantage. Her positions were unknown. Her discovery complaints were extremely overdue and should have been addressed earlier. The case had been pending for six (6) months.

The parties were present, and both were represented by counsel at trial. Pursuant to Arizona law, there is a presumption of community property, and therefore if either party wanted to be confirmed sole and separate property, they had the burden to overcome that presumption.

Many of Ms. Mickle's complaints over the years and to this commission have concerned property that was not awarded to her, not confirmed as her sole and separate property, or property she believed belonged to others. She also outlines her concern about how the property was valued.

Ms. Mickle needed to provide evidence to show property was her sole and separate property. She did not. As I recall, it was frustrating for me that she would argue it was her sole and separate but never provide any evidence whatsoever. She has made several complaints about her daughter's (or other relative's) property not being awarded to her. If she believed it belonged to someone other than the community, she needed to provide evidence of same⁵. Property that did not belong to the community or to one of the parties would not be subject to my orders.

Ms. Mickle was never able to produce a list of property she thought was subject to division until the day of trial, and at that time, she produced a handwritten list of property and her handwritten notes on Husband's list. Her position on what property she wanted to be awarded was never quite clear -- her list contained comments about how things were missing, or how she had a witness to testify about some unknown thing.

Ms. Mickle spent hours inventorying the Cabin -- she had perhaps a hundred or more pictures of the items in the cabin -- and she had exclusive use of her own residence. The process started in February and the trial was in August. She was represented by Max Hanson for some time and then she was represented by Tim Steadman. There was plenty of time and she had attorneys to assist her to develop a clear list of property including specifically what items she wanted.

Her testimony mirrored her pretrial statement in that she had general complaints about what Husband had allegedly done or disagreements about Husband's valuation methods, but provided no contrary evidence or testimony. She simply did not provide the testimony or evidence needed despite nudging from the special master.

Ms. Mickle states in her complaint, "Most of our issues stem from valuation methods used to value various community property. Husband used a person that he knew since 2009, Dana Gonder, is (sic) the Husband's (sic) best friend and was a phone in witness who (sic) a pawn shop in Carefree Arizona. He stated that the jewelry was fine jewelry and that Tom gave it to me as an investment not a gift. There was no testimony to the contrary and it was allowed by Andi."

⁵ Wife testified certain items were for her granddaughter including books and the like. She complains her daughter's table was not awarded to her, but provided no testimony that the table was not community.

This is a good example of Wife's evidentiary challenges. It was Husband's position the jewelry was community property, not a gift. A gift would make the property Wife's sole and separate. Since the jewelry is presumed to be community property, it was Wife's burden to overcome the presumption. As she outlines in her statement above, "There was no testimony to the contrary. . ." When Wife did not present evidence to contradict Husband's expert, she did not overcome the burden, and the property is presumed to be community. She simply could have testified about how the jewelry was a gift to her for a birthday, anniversary, etc. She did not.

She claims the jewelry was given to Husband. It was not. The jewelry was considered to be community, the value subject to equitable division.

Values of the guns and the jewelry were also issues. Wife had the jewelry in her possession, and despite orders to the contrary, she did not allow Husband access to same for his valuation. The day of the trial, she offered to have the jewelry appraised and cooperate in that process despite earlier orders for her to participate. *See* Exhibit K. There was then a problem about what jewelry she brought to be appraised and that she did not allow for the appraisal of a few pieces. If Wife would have complied with previous orders to allow for the jewelry to be appraised prior to trial, these issues could have been addressed in pretrial motion. Allowing for the valuation after trial was agreed to by the parties as a benefit to Wife to cure her contempt of the previous orders.

Another challenge was guns and other items of value Wife took from the Cabin. The guns were in Wife's in possession at some time, but they were allegedly stolen. After Wife took them from the Cabin, she had them valued, however, so there was a relatively reliable list of guns that she had. On that list, there were guns that were community and some that were Husband's sole and separate – gifts from his parents or grandparents.

It was not clear what other items Wife removed from the Cabin. There were coins and watches and "other items," but how many coins, exactly what watches, and what other items were not clear. I did not feel there was any other choice but to put those items in Wife's column of assets. They were taken from Husband's possession without notice or permission; Wife had exclusive control of them; and they were stolen from Wife's storage unit. It may have been different if Wife would have reported it to the police and/or if she told Husband right away when they were stolen.

Distributing the guns in that way had nothing to do with any sort of bias. It was based on the actions of Wife.

Wife alleges there was bias because Husband was paying the special master fees and costs. Although Husband was fronting the fees, the parties were sharing equally the fees as Wife's portion would be repaid to Husband from the house proceeds.

The commission requested I address Rule 1.2 Promoting Confidence in the Judiciary. In addition to the above, I note in my role as special master in this proceeding, I was equally friendly and helpful to both parties. As a special master, the parties were in my office on several occasions. I made every attempt to make both feel comfortable with the process and offer assistance in the

process of resolution. One of my concerns from the beginning was that the process could become very costly, and I spoke to the parties about being mindful about the cost of the proceeding vs. the value of the personal property.

I took very special care to make orders that were clear and that gave very specific direction. On the balance, Wife needed more assistance in understanding the process even though she had counsel, and she was provided such assistance to make sure there was as much as an equal playing field as could be accommodated. The attorney appeared on Wife's behalf during the trial did not assist Wife to produce the evidence and/or testify as she needed in order to allow me to understand what she wanted and to meet her burden of proof on sole and separate property. I believe he had disciplinary issues with the bar and either was suspended or disbarred. Regardless, he moved out of state at the end of this matter.

Input on miscellaneous other allegations:

The final special master order is attached hereto as *See Exhibit L*.

Ms. Mickle alleges Husband was not required to sell the cabin and split the proceeds as previously agreed. She states, "Wife received nothing." This is simply not true.

There were orders in the Decree of Legal Separation about the sale of the Marital Residence, which was not within my jurisdiction, and the Cabin, which is personal property. There was significant conversation early in the process about how a private party had made an offer, but they had withdrawn it. The current orders were for the cabin to be placed on the market if that sale did not go through.

During the process, the parties agreed to reach out to the couple to determine whether they would renew their offer so the cabin could be sold. The party declined. Husband requested he be able to make an offer on the property so Wife's portion of the equity could be bought out. The matter abided trial.

Wife claims she received nothing, when in fact she was awarded one-half of the value of the cabin. She likely received more in the buy-out as the parties avoided the costs of sale including the realtor fees.

Wife claims I "gave [Husband] [her] jewelry gifts, including engagement and wedding rings as cash under the guise of [her] jewelry wasn't [hers] but was Thomas' investment, his personal property that [she] was allowed to wear for 25 years." This is not true. As outlined above, one of the issues with the jewelry was whether it was sole and separate or community. I made a finding it was community, and therefore it was not "given" to Husband, but rather the value was divided equally. Wife was awarded the jewelry with an offset to Husband.

Wife alleges I "fined her for Contempt of Court because State Farm told me she was committing fraud." This is not true. (I know nothing about State Farm and fraud.) Per their Decree, the parties were to divide the cost of the process subject to reallocation. Wife so greatly increased the cost of

the process, it would have been equitable to have her pay most of the fees and costs, however there was disparity of income. (That was not specifically presented by Wife's attorney. I had to infer it from other testimony.) Due to the disparity in income, it was equitable to only reallocate the fees a small amount to Wife.

I am unsure what Ms. Mickle is talking about when she says, "Andi didn't accept my exhibits, receipts, pictures, papers, documents. She told me to take them home." Wife was most certainly allowed to present evidence at the trial in the form of all the items she lists. Perhaps Wife is talking about how the exhibits were returned to the parties after the final order went in place.

Ms. Mickle alleges I am "pro-male and attorney's (sic) choose her for their male clients ..." My practice is mostly mediation where I act as a neutral, and both parties walk away satisfied when the matter is settled. I act in the role of a decision maker when I am arbitrator/special master or as a parenting coordinator. In those situations, there are many times when one or the other feels the decision is unfair. There is a 50% chance that person will be female and 50% chance he will be male. I am unaware of any reputation of being pro-male or pro-female, and I do very little special master work. I have attempted to completely shut down my parenting coordinator practice, however I currently have two active cases. I have found clients have indicated I am pro-male if I rule for the female, or pro-female if I rule for the male.

Ms. Mickle private-messaged me on Facebook some time ago indicating she had physical and mental disabilities. She periodically attempted to "friend" me as well. See Exhibit M. She posts on social media and usually describes me as a mediator and not as a decision maker and she confuses the issues I had within my jurisdiction (For example, she may allege I did not do what I should have with spousal maintenance when that was already decided by the Court). I do not believe she had any misunderstanding of the process being one where I was making decisions when we were at trial.

In closing, my decisions in this matter were based upon the evidence presented to me, and not influenced by any favoritism or bias.

I hope I have responded to everything in enough detail. I am happy to provide additional explanations or information should you require same.

Sincerely,

Andi J. Paus

Enclosures

EXHIBIT A



ARIZONA
MEDIATION
INSTITUTE

Fee Agreement for Special Master Services

Andi J. Paus of Arizona Mediation Institute, LLC, has been appointed Special Master for the purposes of dividing personal property in connection with the family court matter, Maricopa County Superior Court Case No. FN2014-051373. Court Orders dated January 26, 2016, have been entered in that case, and those Orders are made a part of this Agreement as if fully set forth herein.

FEES: We understand Ms. Paus' hourly billing rate for Special Master services is \$350.00, and we will be billed in tenths of an hour or "units." We further understand that fees will be charged for all Special Master services done on our behalf, including but not limited to, the drafting of reports/decisions; conducting hearings/proceedings; letters and correspondence; e-mails; researching issues; conferences with the parties' counsel, witnesses, or other persons necessary to this case; telephone calls with the parties' counsel, witnesses, or other persons necessary to this case; and travel time. We further understand we may be charged for legal assistants' time at \$125.00 per hour and legal assistants' time is billed in tenths of an hour or "units." We further understand there are minimum hourly charges ("units") for certain types of services which are commonly rendered as follows:

Telephone calls (Attorney or Legal Assistant)	.2 hour/units
Review of voice mail messages	.2 hour/units
Letters and correspondence (outgoing)	.3 hour/units
Review of incoming mail, minute entries and e-mails	.2 hour/units
Report/Decision preparation (minimum charge)	.3 hour/units
Court appearances	1.0 hour/units
Office consultations	.5 hour/units
File Organization and Memorandums to File	.2 hour/units
File Establishment (Legal Assistant)	1.0 hour/units
Calendaring of any legal matter	.1 hour/units
Review and revision of drafted letters and documents	.1 hour/units

We have had the opportunity to have this agreement explained to us by our own separate counsel, the nature of the services to be rendered in connection with this type of legal matter, and we understand them. We recognize upon commencing as Special Master, Ms. Paus cannot estimate or otherwise predict the total amount of fees which may be incurred to conclude her services, as she does not know the time which will be involved. The total work required on this case and thus the fees to be incurred depend on many factors beyond our control and beyond the control of Ms. Paus.

COSTS: The "costs" that we may be charged include such items as the following: messenger fees, postage, parking, court delivery fees, photocopies (at \$.20 per page), and other similar related costs. If an independent service is used, such as a commercial copy company, we will be charged the

actual amount of the charge, which may be less than the amount set forth herein. We further understand we will be charged \$25.00 for checks returned by our bank for any reason.

BILLING: All time spent by the Special Master and/or the staff of Arizona Mediation Institute, LLC will be billed according to the time spent and the fees as set forth above. All costs will be billed as set forth above. We further understand we will receive a monthly billing statement and all balances on our account are due on presentation and must be paid in full. The monthly billing statement includes only brief references to the activity on our case. All billing statements for services rendered are due within ten (10) calendar days of the date the statement is sent. Any outstanding balance not paid within ten (10) calendar days of the date the statement is sent will be charged to the credit card(s) we provided to Arizona Mediation Institute, LLC for this purpose. By executing this Agreement, we are authorizing those charges to be billed to the credit card provided. If a hearing is conducted, the hearing is to be paid for at the time of service. In the event we have questions or disputes concerning any billed item on our statement, those questions or disputes will be addressed to Ms. Paus in writing before the tenth (10th) day of the month in which the statement is received and our failure to do so shall be deemed an approval of the statement and a waiver with regard to a possible dispute at a later date. We have agreed Petitioner, Tom Hutchison, shall advance fees up to \$5,000 with a \$2,500 advance fee deposit and a replenishment of an additional \$2,500. We have agreed Respondent, Patricia Mickle shall reimburse her one-half of the fees to Tom upon receipt of the sale proceeds from real property. We shall both provide a credit card for his/her one half share of any fees in excess of \$5,000, and understand that if we do not, the Special Master will not continue working on the matter.

FILE DESTRUCTION: We agree Ms. Paus will destroy our file three (3) years after conclusion of our case. If we want or need copies of documents from our file after conclusion of our case, we will request them within (30) days of conclusion of our case. If we request anything from our file more than thirty (30) days after the conclusion of our case, we agree to pay a \$30.00 flat fee for its retrieval from storage.

THIRD PARTIES: If any funds are paid to Ms. Paus by a third party on our behalf and we are entitled to a refund at the conclusion of our case, we consent to payment of the refund to the third party.

DUPLICATE AGREEMENT: By signing this Agreement, we understand that we are representing that we have received a copy of this Fee Agreement and have read it carefully and understand it.

DATED this 1st day of MARCH, 2016.

Thomas M. Hutchison, Petitioner

Patricia Jean Mickle, Respondent

Arizona Mediation Institute, LLC

By Andi J. Paus

EXHIBIT B



Amy Urness

Hutchison / Mickle

Andi Paus <andi@arizonamediation.com>

Wed, Jul 6, 2016 at 1:15 PM

To: Tim Steadman <tim@steadmanlawfirm.net>

Cc: "amy@barurness.com" <amy@barurness.com>, Candice Tully <candice@arizonamediation.com>, Tom Hutchison

Hi Tim:

I am happy to have your involvement. I don't think Amy is representing Tom in this action, so I am copying Tom on this email as well as Amy.

You are correct that Patty has had a hard time managing this process on her own. I have tried to make things easy to understand and I am sure to give deadlines on items that need to be completed to help both of the parties and at the same time not make the process extremely expensive. I have been flexible on deadlines when needed.

Let me give you a quick overview of what has happened before I address your request. Early in the process, we made efforts to see if the matter could be settled and/or decided in an informal process. We had a conference call and an in person meeting. After some efforts were made in that direction, it was clear that the matter could not be done informally. There are some complicating factors and the parties could not reach agreement. There was no option but to move forward formally.

On several occasions, I laid out very specifically the items that I needed from the parties – property inventory, list of sole and separate items, value of items, list of missing items, etc. The parties each had a walk-through of the other's property. There were/are some discovery disputes, but we were to the point where we needed to set the trial. The trial was set; deadlines were given for production of items with instructions on what needed to be produced, to who, and when. Again, I have been trying to make it easy on the parties without having the process be extremely expensive.

During the process, special efforts have been made to communicate with Patty. She has had email problems and at some point during the process, she was no longer able to get email. During that time, my assistant, Candice, would call her and read her emails. She would give Candice information and it would be emailed out to all. Patty would also leave me voicemails with information. I would hear her voice on my voicemail and forward to Candice so that I did not have any ex-parte information from Patty. Candice would then have to call Patty and work with her on her concerns/questions. Patty has since recovered her ability to email and we are back with a regular process.

Patty has mentioned her belief that I have had ex-parte communication with Tom on numerous occasions. I can tell you that I asked both parties early in the process to send me their requested personal property items without copying the other party to see if there could be agreement early on who gets what without having the argument of one party only wants x because I want x. Both parties sent me their requests without copying the other. There was no agreement so we moved forward with the process.

As far as ex-parte communication in emails, I have 268 or so emails in this case. I review them in bulk. If I see that someone wasn't copied on the email, I forward it to the other party. A quick glance at what is pending for my response shows that Patty has a few emails to me that she did not copy Tom on. Those will get forwarded to both parties in the response from me. We have had the "no ex-parte conversation" a few times in person with both parties, over the phone, and in emails. I have had several emails from Patty where she asks me not to copy Tom. To the extent those emails

8/3/2016

Bar Urness, PLC Mail - Hutchison / Mickie

don't have anything to do with the case, they were not addressed.

You will see in your own review of the case that there is a significant issue about whether there was theft of personal property. There have also been many, many allegations made that Tom has been going to Patty's house to take things and/or harassing her. Those issues require evidence and will be heard at the trial. To the extent the parties are emailing about those issues, the information in the emails is not considered until/unless I hear the evidence. I am only trying to resolve discovery disputes and keep the process moving to the extent possible until we get to the hearing.

In the special master process with pro per parties, I give leniency on process and in balance, have given Patty significantly more leniency. I have offered to allow her to use a computer in the office to type up her property list; I have worked with her email issues as outlined above; I have extended deadlines for her at her previous attorney's request, etc. I do not think any of that leniency has affected the impartial nature of my role in either direction.

I am not willing to recuse myself, despite the difficulty of the matter. First, there is no reason for me to recuse myself due to lack of impartiality. Moreover, the parties have used \$5,000 through the end of May and have paid \$2,500 in advance on future bills including June. It is not fair to the parties for me to recuse myself when I have so much knowledge of the case.

I am happy to entertain whatever other requests that you may have of me.

Thanks, Andi

Andi Paus

Attorney/Family Law Mediator

Arizona Mediation Institute

3131 E Camelback Rd, Ste 230

Phoenix, Arizona 85016

Phone: (602) 852-5565

Fax: (602) 888-6803



ARIZONA
MEDIATION
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Find us on
Facebook

From: Tim Steadman [mailto:tim@steadmanlawfirm.net]
Sent: Wednesday, July 06, 2016 10:32 AM
To: Andi Paus <andi@arizonamediation.com>
Cc: amy@barurness.com
Subject: Hutchison / Mickie

EXHIBIT C

1 Andi J. Paus, #018506
2 **ARIZONA MEDIATION INSTITUTE**
3 3131 E. Camelback Rd., Ste. 230
4 Phoenix, Arizona 85016
5 (602) 325-9182
6 Fax: (602) 889-6803
7 andi@arizonamediation.com

8 Special Master

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

10 **IN AND FOR THE COUNTY OF MARICOPA**

11 In Re the Matter of:

12 **THOMAS M. HUTCHISON,**
13
14 Petitioner,

15 and

16 **PATRICIA MICKLE HUTCHISON,**
17
18 Respondent.

19 NO.

20 **SPECIAL MASTER ORDER**
21 **RESETTING TRIAL**

22 **COMES NOW,** the Special Master appointed in this matter, and makes the
23 following orders resetting trial from July 13, 2016 to August 11, 2016.

24 Respondent/Wife hired counsel and requested time to comply with deadlines and
25 get information to counsel. She then requested a continuance of the trial.

26 Wife requested the Special Master recuse herself. Detailed information was
exchanged and the Special Master declined recusal.

Petitioner/Husband objected to a continuance. Over his objection, the matter was
continued to July 28, 2016. Husband asked his counsel to appear on his behalf.

Counsel and the Special Master had a conference call on July 14, 2016. Wife's

1 counsel reported Wife would be at a family reunion out of state, leaving on July 26th and
2 not returning until the end of August. Wife requested a continuance to allow for her
3 absence from the state. Husband's counsel objected. Discovery matters were addressed.
4

5 **IT IS ORDERED**, over Husband's objection to a continuance and denying Wife's
6 request to set a hearing after her return the end of August, setting trial in this matter
7 regarding the division of property at the office of the Special Master from 9:00 a.m. until
8 5:00 p.m. with a brief break for lunch on August 11, 2016. Both parties must be
9 physically present for the hearing.
10

11 **IT IS ORDERED** the issue of attorneys' fees relating to the continuance(s) may
12 be presented at trial.
13

14 **IT IS ORDERED** the issues to be presented at trial are as follows:

- 15 1. Identification of personal property including items that are "missing"
- 16 2. The value of items, if those items are valued over \$500
- 17 3. Any sole and separate claims
- 18 4. Proposed property distribution
- 19 5. Distribution of Special Master fees and costs
- 20 6. Attorney's fees and cost
- 21

22 **IT IS ORDERED** Husband shall start first with the presentation of evidence, and
23 Wife shall follow with each party allowed 1/2 of the available time to present his/her
24 case, all direct, cross, redirect examination and any argument.
25

26 The parties are expected to complete the trial in the allotted time, and the time will

1 not be extended absent a motion granted by the Special Master setting forth good cause to
2 extend the time and specifically including a list of each and every witness who will
3 testify, an estimate of time and subject matter of the expected testimony for each witness,
4 and a proposal for payment of additional Special Master time.
5

6 **IT IS FURTHER ORDERED** that the parties shall provide the Special
7 Master with a Pretrial Statement. The Pretrial Statement is one document that
8 provides an inventory of all personal property (identifying each item in a written/typed
9 list), identifies property that is believed to be missing, outlines his/her positions on the
10 value of any item valued in excess of \$500, identifies any property as his/her sole and
11 separate property with a description of why he/she believes it to be sole and separate,
12 identifies which property he/she wants awarded to him/her, and his/her position on
13 distribution of fees and costs.
14
15

16 The Pretrial Statement shall be delivered to the Special Master's office, no later
17 than August 5, 2016 at 4:30 p.m.
18

19 **IT IS FURTHER ORDERED** that the parties shall provide to the Special Master
20 any exhibits they shall seek to admit into evidence. **The exhibits must be presented all**
21 **together, at one time, as follows:**

- 22 1. A coversheet with a numbered list of all of the exhibits
- 23 2. Numbered exhibits separated by a COLORED sheet and/or tabbed and in a
24 binder.
- 25 3. A statement indicating all exhibits have been provided to the other party.
26

1 All exhibits shall be hand delivered to the Special Master's office no later than
2 **August 5, 2016 at 4:30 p.m.**

3 Failure to obey these orders may result in exclusion of the exhibit and/or waiver of
4 objections.
5

6 **IT IS FURTHER ORDERED** continuances, postponements and schedule
7 changes will not be granted.

8 **IT IS FURTHER ORDERED** any party requesting a court reporter shall notify
9 the Special Master on or before August 1, 2016. Payment for the court reporter shall be
10 made by the person requesting same. If both parties request the court reporter, the cost
11 shall be shared.
12

13 **THE SPECIAL MASTER** puts all parties on notice that the proceedings are
14 serious and professional and parties representing themselves will be held to the same
15 standard as counsel. Inappropriate behavior may result in sanctions.
16

17 The parties shall attempt settlement on discovery issues and will request orders if
18 settlement is not possible.

19 **DATED** this 18th day of July, 2016.
20

21
22 ~~Andi J. Paus~~
23 3131 E. Camelback Rd., Ste. 230
24 Phoenix, Arizona 85016
25 Special Master
26

1 ORIGINAL of the foregoing
2 delivered for filing this ___ day of
July, 2016 with:

3 Maricopa County Superior Court

4 COPY of the foregoing delivered this
5 ___ day of July, 2016 to:

6
7 COPY of the foregoing e-mailed this
8 ___ day of July, 2016 to:

9 Amy M. Urness, Esq.
10 Moorhead Law, PLC
aurness@mlawaz.com
Attorney for Petitioner/Husband

11 Tim Steadman
12 Steadman Law Firm, PLC
tim@steadmanlawfirm.net
13 Attorney for Respondent/Wife

14 By _____
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EXHIBIT D

1 Timothy W. Steadman
STEADMAN LAW FIRM, PLC
2 1423 S. Higley Rd. Suite 109
Mesa, Arizona 85206
3 (480) 964-2800 Fax: (480) 964-2802
tim@steadmanlawfirm.net

4 STATE BAR NO.: 022708
5 Attorneys for Respondent

6 **SUPERIOR COURT OF ARIZONA**
7 **MARICOPA COUNTY**

8 In re the Marriage of:) No.
9)
10 THOMAS M. HUTCHINSON,) **MOTION TO REMOVE SPECIAL**
11) **MASTER AND VACATE SPECIAL**
12) **MASTER TRIAL**
13)
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Respondent

15 Respondent Patricia Mickle, by and through undersigned counsel, for her Motion to Remove
16 Special Master and Vacate Special Master Trial states as follows:

17 1. Rule 72 of the Arizona Rules of the Family Law Procedure governs the appointment
18 of a Family Law Master. Rule 72(a) states as follows:

19 Upon the stipulation and application by the parties, or on the court's own motion, the
20 court may appoint a family law master who is an attorney or other professional with
21 education, experience, and special expertise regarding the particular issues to be
22 referred to the master. The compensation to be allowed to a master shall be fixed by
23 the court. The parties may stipulate to a particular family law master and the amount
24 of compensation, but the court must approve the family law master and
25 compensation, and the court shall review the qualifications of the family law master
prior to appointment. Compensation of the family law master shall be allocated by
the court and shall be treated as a taxable cost.

2. It appears from a review of the filed documents in this case, that the only "order"
appointing a special master in this case was Paragraph 15 of the Property Settlement Agreement that

1 was incorporated into the Consent Decree of Legal Separation. The language in that paragraph
2 simply states that Andi Paus shall be appointed special master “for the purposes of dividing
3 personal property.”

4 3. It does not appear that there has been compliance with 72. There is no evidence in
5 the record that the court has reviewed the qualifications of the family law master prior to
6 appointment. There is likewise no evidence of the court fixing compensation, or alternatively,
7 approving the family law master compensation.

8 4. The rule states that the court *shall* review the qualifications of the family master
9 prior to appointment. This is not permissive or optional. It is a requirement that appears not to have
10 been complied with. Further, there is no discussion in the order whatsoever of the compensation of
11 the special master other than to say that the parties will equally share the cost. The court is required
12 by the rule to fix the compensation allowed to the family law master. In the event that the parties
13 stipulate to an amount of compensation, it must still be approved by the court.

14 5. It appears that the order appointing the family law master also fails to comply with
15 Rule 72(B). The rule states that the order appointing a family law master “shall specify the
16 particular issues referred to the family law master and shall fix the time and place for beginning and
17 closing the hearings and for filing the masters report.” The order appointing the family law master
18 states in vague and broad terms that the appointment is for purposes of dividing “personal
19 property.” Personal property could be anything. There is no reference to what personal property is
20 to be divided. This has been problematic as the special master has placed an arbitrary minimum
21 value on items she has asked Wife to include in her property list. The order is completely silent on
22 the time and place for beginning enclosing hearings and for filing the report. Again, the rule states
23 that the order appointing the family law master *shall* contain these provisions.

24 6. Compliance with the above referenced rules would have provided more structure to
25 the process that has been conducted to date. It would have provided both parties, but especially

1 Wife, with a better understanding of what was expected and how the process would proceed. Prior
2 to hiring counsel, wife had significant difficulty understanding and participating in the process with
3 the special master. She has felt completely lost. Because there was no compliance with Rule 72,
4 Wife feels that the process has been tainted and that there is no possibility she will receive a fair and
5 impartial consideration of her evidence.

6 7. As Wife has attempted to engage in the process of division of the parties' significant
7 personal property, she has been disappointed by the treatment she has received from the special
8 master. She does not feel that she has been treated fairly and does not feel that the special master
9 has acted in an impartial manner.

10 8. Wife has significant concern that there has been ex parte communication between
11 Husband and the special master. Wife's belief is based on statements made by both husband and the
12 special master in a meeting where both parties were in attendance, prior to either of them retaining
13 counsel. Wife made a statement regarding an item of relevance to the proceedings. Husband
14 apparently believed that Wife's comment lacked merit and turned to the special master and stated
15 something to the effect of "see, this is what I was telling you about."

16 9. Wife is unaware of the date, time or subject matter of the conversation that
17 apparently took place between Husband and the special master. She is likewise unaware if there was
18 just one or if there were multiple conversations outside of her presence. She does know, however,
19 that there was some sort of discussion between Husband and the special master such that Husband
20 was able to refer to that discussion when he made the above referenced comment.

21 10. The parties are scheduled to participate in a trial before the special master on August
22 11, 2016 for the purpose of dividing their personal property. Unfortunately, this is not a simple
23 matter of each party choosing an item from a list. There are issues regarding valuation of many
24 expensive items. There are allegations of missing property and money on both sides. There are
25 questions as to the conduct of both parties that will ultimately impact the outcome of the

1 proceedings. It is absolutely vital that the person who is considering the evidence be completely
2 impartial and untainted. After all that has happened in the months since her appointment, Wife does
3 not believe that the assigned special master has the ability to impartially consider the evidence. In
4 fact, the special master has already made statements regarding negative inferences that can be
5 drawn against Wife if certain things do not happen. The fact that the subject of drawing negative
6 inferences is already being discussed gives Wife no-confidence in the impartiality of the special
7 master.

8 11. Wife would like nothing better than to be able to conclude these proceedings and
9 move on with her life. Unfortunately, it seems extremely likely that the only result from continuing
10 the proceedings before the assigned special master will be continued litigation. If things go as Wife
11 fears they will, she will have no choice but to file an objection to the special Masters report, and
12 these issues will end up before the court.

13 12. With the likelihood that the court will ultimately be called on to resolve these
14 disputed issues, it would seem to make more sense at this point to dispense with the proceedings
15 before the special master and simply proceed to a trial before the court on these limited issues.
16 Again, this is not a question of dividing worthless couches, tables and chairs. There is tens of
17 thousands of dollars' worth of valuable property that merits serious consideration by the court.

18 13. Wife asks that the Court consider this Motion on an accelerated basis and rule as
19 quickly as possible. There is very little time between the date of filing and the date of the trial that
20 is currently scheduled before the special master.

21 WHEREFORE, Respondent Patricia Mickle respectfully requests the following relief:
22 A. That the order appointing the special master be vacated;
23 B. That the trial before the special master be vacated;
24 C. That the Court set an evidentiary hearing to decide the remaining disputed issues in this
25 case.

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RESPECTFULLY SUBMITTED this 29th day of July, 2016.

STEADMAN LAW FIRM, PLC

By: /s/ Timothy W. Steadman
Timothy W. Steadman.
Attorneys for Respondent

Original filed this 29th day
of July, 2016, with:

Clerk of the Court

Copy mailed / emailed this 29th day
of July, 2016 to:

Amy M. Urness
Moorhead Law, PLC
aurness@mlawaz.com

/s/ TWS

EXHIBIT E

1 **MOORHEAD LAW, PLC**
16421 N. Tatum Blvd., Suite 207
2 Phoenix, AZ 85032
Telephone (480) 553-7687
3 Facsimile (602) 314-7996
aurness@mlawaz.com
4 Amy M. Urness, Esq.
Arizona State Bar No. 025168
5 *Attorney for Petitioner Thomas Hutchison*

6 SUPERIOR COURT OF ARIZONA
7 COUNTY OF MARICOPA

8 In re the Matter of:

) Case No.

9 **THOMAS HUTCHISON,**

10 Petitioner,

) **PETITIONER'S RESPONSE TO MOTION
TO REMOVE SPECIAL MASTER AND
VACATE SPECIAL MASTER TRIAL**

11 and

12 **PATRICIA JEAN MICKLE,**

13 Respondent.
14

15 COMES NOW Petitioner Thomas Hutchison (hereinafter "Petitioner" or
16 "Husband"), by and through undersigned counsel, and hereby files his Response to
Respondent's Motion to Remove Special Master and Vacate Special Master Trial as follows:

17 **I. HISTORY**

18 Husband is providing this Honorable Court with a brief history of the Special
19 Master Proceedings for the purpose of demonstrating that this Motion is just another tactic by
20 Respondent Patricia Jean Mickle (hereinafter "Respondent" or "Wife") to attempt to delay trial
21 that is scheduled for next week (August 11, 2016). As discussed at length below, Wife has
22 failed to comply with many, if not all, of the Special Master's Orders and she has been
23 represented by two different attorneys during this six (6) month process. Wife chose to file her
24 Motion one week prior to trial. To now claim that she did not understand the process and make
25 other allegations towards the Special Master is ludicrous. In short, Wife's motion is absolutely
made for delay and harassment.

1 On **January 26, 2016**, this Court executed the parties' Decree of Legal Separation
2 (the "Decree"). Within their Decree, the parties agreed to appoint Andi Paus, Esq. as Special
3 Master to determine the division of their personal property. Ms. Paus was selected by Wife's
4 attorney and Husband agreed to the appointment. Presumably, Wife was advised by counsel
5 regarding the Special Master rules and procedure prior to signing the Decree. Shortly after the
6 Decree was entered, the parties proceeded with the Special Master without counsel for financial
7 reasons.

8 On **February 17, 2016**, Ms. Paus held a telephonic conference with both parties
9 (without counsel). Despite agreeing to pay half of the costs in the Decree, Wife advised Ms.
10 Paus that she was unable to afford the retainer. The parties agreed for Husband to advance the
11 fee so long as 50% was reimbursed by Wife from the sale of their jointly-owned residence (set
12 for sale as agreed in the Decree). To date, Mr. Hutchison has paid \$7,500.00 to the Special
13 Master and Wife has paid zero.

14 During the February 17, 2016 conference, Ms. Paus requested the parties provide
15 property inventory lists and names of proposed third-party neutrals to be present during the
16 respective property inventories. Thereafter, the parties went back and forth with inventory lists
17 and attempts to schedule inventories in their respective households.

18 On **March 7, 2016**, Ms. Hutchison retained counsel, Max Hanson, Esq., to
19 represent her in the Special Master proceedings. That same day, Ms. Paus issued a Order dated
20 March 7, 2016 addressing the property inventories, allegations of missing property, and
21 identifying a third-party neutral among other issues. (See Order attached hereto as Exhibit A).
22 The Order begins by stating: "The Special Master, Judge Pro Tem Andi J. Paus, was appointed
23 by the Court on January 26, 2016 for the purposes of dividing personal property." The Order
24 further states: "neither party shall have ex-parte communication with the Special Master. All e-
25 mails shall be copied to the other party." Wife and her attorney received the Order. Neither
party filed an objection.

 On **May 13, 2016**, after further corroboration between parties and Special Master,
Ms. Paus issued another Order addressing certain allegations of the parties regarding their
property. The Order was approved and executed by the Court on May 20, 2016. Again, neither

1 party filed an objection. It should be noted that Wife has made several allegations of Husband
2 “stealing” property in Wife’s possession, breaking into Wife’s storage unit, entering Wife’s
3 residence and stealing Wife’s personal items. All allegations are made without producing any
4 support or evidence substantiating these allegations.

5 On May 31, 2016, Ms. Paus issued an Order setting trial for July 13, 2016. Since
6 that time, trial has been continued *twice* (each time at Wife’s request).

7 On July 6, 2016, Wife’s new (current) counsel, Timothy Steadman, Esq., raised
8 the issues in Wife’s Motion to Remove with Ms. Paus via e-mail correspondence. (E-mail dated
9 July 6, 2016 attached hereto as Exhibit B). Ms. Paus promptly responded and thoroughly
10 addressed Mr. Steadman’s concerns with a same-day e-mail response, the substance of which
11 will be discussed later in this Response (E-mail dated July 6, 2016 attached hereto as Exhibit
12 C). Wife waited an entire month to file her Motion to Remove with the Court, which again
13 demonstrates that her Motion is just another attempt to delay trial in front of the Special Master

14 On July 22, 2016, Ms. Paus entered a Recommended Order (signed by the Court
15 on July 25, 2016) requiring Wife to provide Husband access to all of Wife’s property in storage
16 and to certain items of jewelry for an appraisal. Despite Husband taking all steps required of
17 him in the July 22, 2016 Order, Wife *still* has not provided Husband with access to the storage
18 unit (which she originally denied the existence of) and Wife *still* has not taken the jewelry to
19 Husband’s selected appraiser, as ordered.

20 II. ORDER

21 Wife correctly cites the Order from the Decree of Legal Separation appointing
22 Ms. Paus as the Special Master in this case by stipulation of the parties. Since January 26, 2016,
23 Ms. Paus has operated as Special Master pursuant to: that Order in the Decree; Rule 72 of the
24 *Arizona Rules of Family Law Procedure*; and the explicit consent of the parties. (See Emails
25 between Amy Urness, Esq. and Andi Paus, Esq. attached hereto as Exhibit D and Exhibit E).
Additionally, the parties executed a detailed Fee Agreement which incorporates the January 26,
2016 Order and sets forth additional Rule 72 terms such as specifically and clearly setting forth
fees charged for the services (Fee Agreement for Special Master Services attached hereto as
Exhibit F). Both parties executed the Fee Agreement which states: “By signing this Agreement,

1 we understand that we are representing that we have received a copy of this Fee Agreement and
2 have read it carefully and understand it.” (See Page 2, Exhibit F).

3 Any perceived defect in the Order as alleged by Wife is minor and should not
4 disqualify the Special Master. Specifically:

5 • Fees: On March 1, 2016, the parties executed the Fee Agreement with the
6 Special Master which set forth in detail the hourly rate charged in the matter. Both
7 parties signed without objection to the rate. Wife was clearly aware of the cost of the
8 proceedings, which costs have only increased by Wife’s failure to comply with orders
and unsubstantiated allegations.

9 • Qualifications: According to Ms. Paus’ website, Ms. Paus has been
10 practicing family law since 1998. The Maricopa County Superior Court has appointed
11 her as a Family Law *Judge Pro Tempore*. The Superior Court has already approved her
12 qualifications to serve as a Special Master through the *Judge Pro Tempore* process.
Wife’s attorney selected Ms. Paus to serve as the Special Master.

13 • Scope: The scope of the Special Master’s appointment was clearly defined
14 in the initial Order as “for the purposes of dividing personal property.” On May 31,
15 2016, the scope was further defined to include:

- 16 ○ Identification of personal property including items that are “missing”;
- 17 ○ The value of items, if those items are valued over \$500.00;
- 18 ○ Any sole and separate claims;
- 19 ○ Personal property distribution;
- 20 ○ Distribution of fees and costs.

21 Wife has had ample opportunity to object to the trial issues or the alleged “arbitrary”
22 request for values but Wife never did so. Regardless, there exists no reasonable
argument that the issues were not clearly defined.

23 • Process: A quick review of the Orders in this matter will show that the
24 Special Master process has been clearly outlined for Wife as well. The process is not
25 complicated and the Orders are easily understood, especially considering Wife has had
the counsel of three different attorneys. Wife’s failure to cooperate and participate with

1 the process must not be confused with Wife claiming ignorance towards the process. As
2 discussed in Exhibit C and below, the Special Master afforded Wife many
3 accommodations throughout the process to assist Wife and Wife still failed to comply
4 with many of the Orders. Wife argues that the process was “tainted” and that there is
5 “no possibility that she will receive a fair and impartial consideration of her evidence,”
6 yet Wife fails to cite any specific event or action that causes this belief other than a
7 hollow allegation that there was “no compliance” with Rule 72, which is not a true
8 statement in itself.

9 Perhaps most importantly, Husband stresses to the Court that Wife has had
10 months to make this objection and she failed to do so until the eve of trial. Wife received each
11 and every order from the Special Master and she failed to file anything with the Court. Wife
12 only took action after an unfavorable Special Master Report was issued with respect to her
13 failure to comply with the Special Master’s Orders. (See Order dated July 22, 2016, attached
14 hereto as Exhibit G). It is critical that this trial proceeds as scheduled on **August 11, 2016**. The
15 parties’ largest asset, the Marital Residence, which holds a majority of the personal property
16 items in dispute, is under contract to sell and is scheduled to close escrow on **September 8,**
17 **2016**. Husband has serious concerns about the relocation and loss of that personal property if
18 the property division is not made prior to September 8, 2016.

19 This Court faced a similar issue in the matter of *Gadhok v. Nagia* (Ariz. App.,
20 2010) (Attached hereto as Exhibit H, but not controlling authority in Arizona as it is only
21 published as a memorandum decision). In *Gadhok*, as here, the wife not only claimed the order
22 appointing the Special Master was not compliant with Rule 72, *ARFLP*, but the wife later
23 objected to the service of the Special Master even though the wife was the party to select the
24 professional to serve as the Special Master. Wife waived her objection to this appointment by
25 originally selecting Ms. Paus for appointment and participating in the Special Master process
for the past six (6) months. Wife cannot now claim that Ms. Paus is not qualified, too expensive
and/or that Wife does not understand the process.

III. ALLEGED BIAS & EX PARTE COMMUNICATION

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Wife makes additional unsubstantiated allegations regarding alleged *ex-parte* communications between the Special Master and Husband – all of which have been specifically denied by both. Wife admits in her Motion that she is “unaware of the date, time or subject matter of the conversation that took place.” On July 6, 2016, the Special Master addressed Wife’s allegations head-on in an email attached hereto as Exhibit C. Ms. Paus reported she had “268 e-mails” in this matter and she glances at them and forwards them to the other party. She further states that “a quick glance at what is pending for my response shows that [Wife] has a few e-mails to me that she did not copy [Husband] on.” In other words, Wife is the party engaging in *ex-parte* communications, not Husband. Ms. Paus further states that “in the special master process with pro-per parties, I give leniency on process and in balance, have given [Wife] significantly more leniency.” Ms. Paus concludes that she is not willing to recuse herself from the matter and that there “is no reason to recuse myself due to lack of impartiality.” (See Exhibit C).

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Apparently, Wife is upset regarding the recent Order and statement from the Special Master regarding the possibility of negative inferences at trial despite the fact that Wife has absolutely failed to comply with discovery requests by Husband and the Orders of the Special Master. For example, Respondent has *still* not provided access to her storage unit. Wife actively deceived the Special Master and Husband regarding her storage unit and Wife willfully violated this Special Master's orders regarding access to the unit. On March 8, 2016, Wife, through her attorney Max Hanson, Esq., specifically denied in writing the existence of a unit by stating: “I have now confirmed with my client that the storage unit no longer exists or is in use since it was broken into and the contents stolen.” Undersigned counsel recently discovered through records and through Wife’s new (current) counsel that a storage unit currently exists and has existed throughout the Special Master process. Ms. Paus immediately ordered Husband have access to the unit or Wife was to face sanctions (See Exhibit G). Given Wife’s conduct, the statement by the Special Master that Wife’s refusal to cooperate with the process may cause negative inferences is not biased or unreasonable.

1 ORIGINAL of the foregoing e-filed
2 with the Clerk of the Superior Court;

3 COPY of the foregoing e-delivered
4 this 4th day of August, 2016, to:

5
6
7
8 COPY of the foregoing emailed
9 this 4th day of August, 2016, to:

10 Timothy Steadman, Esq.
11 Steadman Law Firm
12 1423 S Higley Rd Ste 109
13 Mesa, AZ 85206-3449

14 Andi Paus, Esq.
15 Arizona Mediation Institute
16 3131 E. Camelback Road, Ste 230
17 Phoenix, AZ 85016

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25
/s/ Amy M. Urness

Exhibit A

1 Andi J. Paus, #018506
2 **ARIZONA MEDIATION INSTITUTE**
3 3131 E. Camelback Rd., Ste. 230
4 Phoenix, Arizona 85016
5 (602) 325-9182
6 Fax: (602) 889-6803
7 andi@arizonamediation.com

8 Special Master

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
10 **IN AND FOR THE COUNTY OF MARICOPA**

11 In Re the Matter of:

12 **THOMAS M. HUTCHISON,**

13 Petitioner,

14 and

15 **PATRICIA MICKLE HUTCHISON,**

16 Respondent.

17 **NO.**

18 **SPECIAL MASTER ORDER**

19 The Special Master, Judge Pro Tem Andi J. Paus, was appointed by the court on
20 January 26, 2016 for the purposes of dividing personal property. The parties had a
21 telephone conference on February 17, 2016 and in-person meeting on March 1, 2016 with
22 the Special Master for the purpose of identifying the personal property to be divided and
23 exploring the issues of dispute. Identification of the personal property to be divided is
24 still at issue.

25 **THE SPECIAL MASTER FINDS:**

26 1. Respondent/Wife has exclusive use of the parties' real property located at
(Carefree residence).

Petitioner/Husband has exclusive use of the parties' property located in Prescott, Arizona
(Cabin).

2. There is an Order of Protection in place under case number
ordering Husband to "not go to or near [Wife's]. . .Residence:

1
2 3. Neither party has had an opportunity to go to the other residence to
3 inventory the personal property in that residence.

4 4. Inventories of the residences are necessary to complete the list of personal
5 property to be divided. The parties cannot agree on a neutral third party to oversee the
6 inventory process.

7 5. Of significant concern to the Special Master are numerous guns and other
8 items that were in the Cabin, removed by Wife, relocated into a storage unit, and now
9 missing. Husband filed a police report relating to the items being taken from the Cabin.
10 Wife has not filed a police report for the items being taken from the storage unit.

11 6. The parties have exchanged personal property lists, which include personal
12 property located in both residences; personal property missing; and personal property
13 believed to be his/her sole and separate. The lists are not complete.

14 7. There is personal property that was already divided and awarded to each
15 party in the Decree of Legal Separation.

16 8. The Cabin is located in the National Forest, and the parties have a right to
17 use the property pursuant to a special use permit. The sale of the Cabin is a personal
18 property matter done with a bill of sale. There was an offer on the Cabin; a counter offer
19 was made by the parties; and the interested buyers have withdrawn their offer. The
20 Decree outlines the process now that there is no sale of the property.

21 **IT IS THEREFORE ORDERED AS FOLLOWS:**

22 1. Each party shall have an opportunity to inventory the residence of which
23 he/she does not have exclusive use and Husband shall have an opportunity to inventory
24 Wife's storage unit. While inventorying the residence/storage unit, lists can be made,
25 pictures/videos taken, but nothing can be removed from the residence except as outlined
26 in this order.

1 2. The parties shall not enter the other's residence alone and at all times shall
2 be with a third party neutral who will escort him/her through the residence. The third
3 party that shall be used is Steven P. Neiman, SFC, U.S. Army Military Police (retired),

4 Payment for the neutral escort at \$50/hour (with a three hour minimum)
5 shall be made by the Special Master from the advance fee and/or added to the invoice of
6 the parties to the extent the first advance fee has been exhausted.

7 3. Husband shall be allowed entry into the Carefree Residence on Wednesday,
8 March 9, 2016 starting at 10:00 a.m. and to the extent needed, continuing until 5:00 p.m.
9 Husband shall also be allowed entry into any storage unit of Wife's during that time.
10 Wife shall not be present. To the extent Husband does not have a key to the residence or
11 storage unit, Wife shall make one available to him by dropping it off at the Special
12 Master's office for pick up or by making arrangements with the third party neutral.
13 Husband's entry into the Carefree Residence is for the purposes of the litigation and is
14 not in violation of the Order of Protection.

15 4. While at the Carefree Residence, Husband shall remove his Suzuki
16 Motorcycle.

17 5. Wife shall be allowed into the Cabin on Tuesday, March 15, 2016 starting
18 at 10:00 a.m. and continuing as necessary until 5:00 p.m. Husband shall not be present.
19 To the extent Wife does not have a key to the residence, Husband shall make one
20 available to her by dropping it off at the Special Master's office for pick up or by making
21 arrangements with the third party neutral.

22 6. To allow for both parties to add to the written inventory of property, an
23 extension to the earlier deadline for exchange of a complete inventory list is ordered. On
24 or before March 17, 2016, both parties shall complete their inventory lists by adding to
25 the list emailed on March 1, 2016. (This list is in email form at the request of the parties,
26 but can be converted to Excel.)

1 7. The inventory list shall include items that each party believes to be missing
2 and what items are believed to be his/her sole and separate property (acquired by gift,
3 inheritance, devise, or prior to the marriage). Upon completion, the inventory lists shall
4 be combined (to the extent possible) and emailed to the Special Master with a copy to the
5 other party.

6 8. On or before March 18, 2016 at noon, each party shall email the Special
7 Master directly without copying the other party a list of personal property that he/she
8 would like awarded to him/her. Once the Special Master has both lists, those lists shall
9 be distributed to both parties.

10 9. Both parties shall make contact with the realtor for the Cabin to make
11 arrangements to sign a listing agreement on or before March 16, 2016.

12 10. Except as outlined herein, neither party shall have *ex-parte* communication
13 with the Special Master. All emails shall be copied to the other party.

14 DATED this 7th day of March, 2016.

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Andi J. Paus
3131 E. Camelback Rd., Ste. 230
Phoenix, Arizona 85016
Special Master

ORIGINAL of the foregoing
delivered for filing this 9th day of
March, 2016 with:

Maricopa County Superior Court

COPY of the foregoing delivered this
9th day of March, 2016 to:

1 COPY of the foregoing e-mailed this
2 TH day of March, 2016 to:

3 Thomas M. Hutchison
4 Petitioner/Husband

5 COPY of the foregoing e-mailed this
6 TH day of March, 2016 to:

7 Max Hanson, Esq.
8 MHanson@oplaw.com
9 Attorney for Respondent/Wife

10 Patricia Mickle
11 Respondent/Wife

12 By _____
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Exhibit B



Amy Urness <amy@barurness.com>

Hutchison / Mickle

Tim Steadman <tim@steadmanlawfirm.net>
To: "andi@arizonamediation.com" <andi@arizonamediation.com>
Cc: "amy@barurness.com" <amy@barurness.com>

Wed, Jul 6, 2016 at 10:31 AM

Andi:

I was just retained by Patricia Mickle. I know you have a trial scheduled for July 13 in this case. From what I can gather, Patricia has had a lot of difficulty attempting to manage this case on her own. However, she has a lot of concerns about the process with your office. She does not feel that you have been impartial. She believes that there has been ex parte communication with the other party. She is really not comfortable proceeding with you as the special master.

I have obviously not been involved in any of this so I am just presenting my client's version of the facts. She has asked me to file a motion to have you replaced as special master in this case. I wanted to reach out to you first to let you know that this is her plan and to see if you want to just recuse yourself. I'm sure you have many cases and don't need the additional aggravation that this case will cause.

Even if you will not agree to recuse yourself, as the very least I think it would be appropriate to continue the trial until the court considers our motion. Please let me know your thoughts as quickly as possible so that I can take appropriate action. Thank you very much for your time.

Tim Steadman



Steadman Law Firm, PLC

1423 S. Higley Rd. Suite 109

Mesa, Arizona 85206

Phone (480) 964-2800

Fax (480) 964-2802

The information contained in this e-mail is attorney privileged and confidential. If the reader of this message is not the intended recipient, any dissemination, distribution or copying of this communication is prohibited. If this communication has been received in error, please notify us by phone or an e-mail response. Thank you.

 **Notice of Appearance.pdf**
BK

Exhibit C



Amy Urness <amy@barurness.com>

Hutchison / Mickle

Andi Paus <andi@arizonamediation.com>

Wed, Jul 6, 2016 at 1:15 PM

To: Tim Steadman <tim@steadmanlawfirm.net>

Cc: "amy@barurness.com" <amy@barurness.com>, Candice Tully <candice@arizonamediation.com>, Tom Hutchison

Hi Tim:

I am happy to have your involvement. I don't think Amy is representing Tom in this action, so I am copying Tom on this email as well as Amy.

You are correct that Patty has had a hard time managing this process on her own. I have tried to make things easy to understand and I am sure to give deadlines on items that need to be completed to help both of the parties and at the same time not make the process extremely expensive. I have been flexible on deadlines when needed.

Let me give you a quick overview of what has happened before I address your request. Early in the process, we made efforts to see if the matter could be settled and/or decided in an informal process. We had a conference call and an in person meeting. After some efforts were made in that direction, it was clear that the matter could not be done informally. There are some complicating factors and the parties could not reach agreement. There was no option but to move forward formally.

On several occasions, I laid out very specifically the items that I needed from the parties – property inventory, list of sole and separate items, value of items, list of missing items, etc. The parties each had a walk-through of the other's property. There were/are some discovery disputes, but we were to the point where we needed to set the trial. The trial was set; deadlines were given for production of items with instructions on what needed to be produced, to who, and when. Again, I have been trying to make it easy on the parties without having the process be extremely expensive.

During the process, special efforts have been made to communicate with Patty. She has had email problems and at some point during the process, she was no longer able to get email. During that time, my assistant, Candice, would call her and read her emails. She would give Candice information and it would be emailed out to all. Patty would also leave me voicemails with information. I would hear her voice on my voicemail and forward to Candice so that I did not have any ex-parte information from Patty. Candice would then have to call Patty and work with her on her concerns/questions. Patty has since recovered her ability to email and we are back with a regular process.

Patty has mentioned her belief that I have had ex-parte communication with Tom on numerous occasions. I can tell you that I asked both parties early in the process to send me their requested personal property items without copying the other party to see if there could be agreement early on who gets what without having the argument of one party only wants x because I want x. Both parties sent me their requests without copying the other. There was no agreement so we moved forward with the process.

As far as ex-parte communication in emails, I have 268 or so emails in this case. I review them in bulk. If I see that someone wasn't copied on the email, I forward it to the other party. A quick glance at what is pending for my response shows that Patty has a few emails to me that she did not copy Tom on. Those will get forwarded to both parties in the response from me. We have had the "no ex-parte conversation" a few times in person with both parties, over the phone, and in emails. I have had several emails from Patty where she asks me not to copy Tom. To the extent those emails

8/3/2016

Bar Urness, PLC Mail - Hutchison / Mickle

don't have anything to do with the case, they were not addressed.

You will see in your own review of the case that there is a significant issue about whether there was theft of personal property. There have also been many, many allegations made that Tom has been going to Patty's house to take things and/or harassing her. Those issues require evidence and will be heard at the trial. To the extent the parties are emailing about those issues, the information in the emails is not considered until/unless I hear the evidence. I am only trying to resolve discovery disputes and keep the process moving to the extent possible until we get to the hearing.

In the special master process with pro per parties, I give leniency on process and in balance, have given Patty significantly more leniency. I have offered to allow her to use a computer in the office to type up her property list; I have worked with her email issues as outlined above; I have extended deadlines for her at her previous attorney's request, etc. I do not think any of that leniency has affected the impartial nature of my role in either direction.

I am not willing to recuse myself, despite the difficulty of the matter. First, there is no reason for me to recuse myself due to lack of impartiality. Moreover, the parties have used \$5,000 through the end of May and have paid \$2,500 in advance on future bills including June. It is not fair to the parties for me to recuse myself when I have so much knowledge of the case.

I am happy to entertain whatever other requests that you may have of me.

Thanks, Andi

Andi Paus

Attorney/Family Law Mediator

Arizona Mediation Institute

3131 E Camelback Rd, Ste 230

Phoenix, Arizona 85016

Phone: (602) 852-5565

Fax: (602) 889-6803



ARIZONA
MEDIATION
INSTITUTE



Find us on
Facebook

From: Tim Steadman [mailto:tim@steadmanlawfirm.net]
Sent: Wednesday, July 06, 2016 10:32 AM
To: Andi Paus <andi@arizonamediation.com>
Cc: amy@barurness.com
Subject: Hutchison / Mickle

Exhibit D

8/3/2016

Order - Amy Urness

Order

Amy Urness

Wed 8/3/2016 7:15 AM

To: andi@arizonamediation.com <andi@arizonamediation.com>; candice@arizonamediation.com <candice@arizonamediation.com>;
tim@steadmanlawfirm.net <tim@steadmanlawfirm.net>;

Hi Andi & Candice,

Do you have the order appointing Andi as the special master in your file?

Thank you,

Amy

Amy Urness, Esq.
Of Counsel
MOORHEAD LAW, PLC
Direct: 480-313-6888
Fax: 602-314-7996
Email: aurness@mlawaz.com
www.mlawaz.com

ATTORNEY/CLIENT COMMUNICATION

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Exhibit E

8/3/2016

RE: Order - Amy Urness

RE: Order

Andi Paus <andi@arizonamediation.com>

Wed 8/3/2016 10:08 AM

Inbox

To: Amy Urness <aurness@mlawaz.com>; Candice Tully <candice@arizonamediation.com>; tim@steadmanlawfirm.net <tim@steadmanlawfirm.net>;

There was no separate order, just the Decree and the rule.

Andi Paus
Attorney/Family Law Mediator
Arizona Mediation Institute
3131 E Camelback Rd, Ste 230
Phoenix, Arizona 85016
Phone: (602) 852-5565
Fax: (602) 889-6803



ARIZONA
MEDIATION
INSTITUTE



Find us on
Facebook

From: Amy Urness [mailto:aurness@mlawaz.com]
Sent: Wednesday, August 03, 2016 7:15 AM
To: Andi Paus <andi@arizonamediation.com>; Candice Tully <candice@arizonamediation.com>; tim@steadmanlawfirm.net
Subject: Order

Hi Andi & Candice,

Do you have the order appointing Andi as the special master in your file?

Thank you,

Amy

Amy Urness, Esq.
Of Counsel
MOORHEAD LAW, PLC
Direct: 480-313-6888
Fax: 602-314-7996
Email: aurness@mlawaz.com
www.mlawaz.com

ATTORNEY/CLIENT COMMUNICATION

8/3/2016

RE: Order - Amy Urness

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Exhibit F



ARIZONA MEDIATION INSTITUTE

Fee Agreement for Special Master Services

Andi J. Paus of Arizona Mediation Institute, LLC, has been appointed Special Master for the purposes of dividing personal property in connection with the family court matter, Maricopa County Superior Court Case No. FN2014-051373. Court Orders dated January 26, 2016, have been entered in that case, and those Orders are made a part of this Agreement as if fully set forth herein.

FEES: We understand Ms. Paus' hourly billing rate for Special Master services is \$350.00, and we will be billed in tenths of an hour or "units." We further understand that fees will be charged for all Special Master services done on our behalf, including but not limited to, the drafting of reports/decisions; conducting hearings/proceedings; letters and correspondence; e-mails; researching issues; conferences with the parties' counsel, witnesses, or other persons necessary to this case; telephone calls with the parties' counsel, witnesses, or other persons necessary to this case; and travel time. We further understand we may be charged for legal assistants' time at \$125.00 per hour and legal assistants' time is billed in tenths of an hour or "units." We further understand there are minimum hourly charges ("units") for certain types of services which are commonly rendered as follows:

Telephone calls (Attorney or Legal Assistant)	.2 hour/units
Review of voice mail messages	.2 hour/units
Letters and correspondence (outgoing)	.3 hour/units
Review of incoming mail, minute entries and e-mails	.2 hour/units
Report/Decision preparation (minimum charge)	.3 hour/units
Court appearances	1.0 hour/units
Office consultations	.5 hour/units
File Organization and Memorandums to File	.2 hour/units
File Establishment (Legal Assistant)	1.0 hour/units
Calendaring of any legal matter	.1 hour/units
Review and revision of drafted letters and documents	.1 hour/units

We have had the opportunity to have this agreement explained to us by our own separate counsel, the nature of the services to be rendered in connection with this type of legal matter, and we understand them. We recognize upon commencing as Special Master, Ms. Paus cannot estimate or otherwise predict the total amount of fees which may be incurred to conclude her services, as she does not know the time which will be involved. The total work required on this case and thus the fees to be incurred depend on many factors beyond our control and beyond the control of Ms. Paus.

COSTS: The "costs" that we may be charged include such items as the following: messenger fees, postage, parking, court delivery fees, photocopies (at \$.20 per page), and other similar related costs. If an independent service is used, such as a commercial copy company, we will be charged the

actual amount of the charge, which may be less than the amount set forth herein. We further understand we will be charged \$25.00 for checks returned by our bank for any reason.

BILLING: All time spent by the Special Master and/or the staff of Arizona Mediation Institute, LLC will be billed according to the time spent and the fees as set forth above. All costs will be billed as set forth above. We further understand we will receive a monthly billing statement and all balances on our account are due on presentation and must be paid in full. The monthly billing statement includes only brief references to the activity on our case. All billing statements for services rendered are due within ten (10) calendar days of the date the statement is sent. Any outstanding balance not paid within ten (10) calendar days of the date the statement is sent will be charged to the credit card(s) we provided to Arizona Mediation Institute, LLC for this purpose. By executing this Agreement, we are authorizing those charges to be billed to the credit card provided. If a hearing is conducted, the hearing is to be paid for at the time of service. In the event we have questions or disputes concerning any billed item on our statement, those questions or disputes will be addressed to Ms. Paus in writing before the tenth (10th) day of the month in which the statement is received and our failure to do so shall be deemed an approval of the statement and a waiver with regard to a possible dispute at a later date. We have agreed Petitioner, Tom Hutchison, shall advance fees up to \$5,000 with a \$2,500 advance fee deposit and a replenishment of an additional \$2,500. We have agreed Respondent, Patricia Mickle shall reimburse her one-half of the fees to Tom upon receipt of the sale proceeds from real property. We shall both provide a credit card for his/her one half share of any fees in excess of \$5,000, and understand that if we do not, the Special Master will not continue working on the matter.

FILE DESTRUCTION: We agree Ms. Paus will destroy our file three (3) years after conclusion of our case. If we want or need copies of documents from our file after conclusion of our case, we will request them within (30) days of conclusion of our case. If we request anything from our file more than thirty (30) days after the conclusion of our case, we agree to pay a \$30.00 flat fee for its retrieval from storage.

THIRD PARTIES: If any funds are paid to Ms. Paus by a third party on our behalf and we are entitled to a refund at the conclusion of our case, we consent to payment of the refund to the third party.

DUPLICATE AGREEMENT: By signing this Agreement, we understand that we are representing that we have received a copy of this Fee Agreement and have read it carefully and understand it.

DATED this 1st day of MARCH, 2016.

Thomas M. Hutchison, Petitioner

Patricia Jean Mickle, Respondent

Arizona Mediation Institute, LLC

Andi J. Paus



ARIZONA
MEDIATION
INSTITUTE

Credit Card Information
Hutchison;

Name on card: _____

Card Number: _____

Expiration Date: _____

Security Code: _____

House Number: _____
(of billing address)

Zip Code: _____
(of billing address)

Today's Date: _____

Please email completed form to: amber@arizonamediation.com
or you may fax to my private and secure line: 888.681.8119

Exhibit G

1 Andi J. Paus, #018506
2 **ARIZONA MEDIATION INSTITUTE**
3 3131 E. Camelback Rd., Ste. 230
4 Phoenix, Arizona 85016
5 (602) 852-5565
6 Fax: (602) 889-6803
7 andipc@arizonamediation.com

8 Special Master

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
10 **IN AND FOR THE COUNTY OF MARICOPA**

11 In Re the Matter of:

12 **THOMAS M. HUTCHISON,**
13 Petitioner,

14 and

15 **PATRICIA MICKLE HUTCHISON,**
16 Respondent.

17 **NO.**

18 **SPECIAL MASTER REPORT AND**
19 **RECOMMENDED ORDER RE:**
20 **STORAGE UNIT**

21 **BASED UPON** a request by Husband to have access to Wife's storage unit for the
22 purposes of establishing an inventory, the Special Master Orders finds and recommends
23 as orders the following:

24 **THE SPECIAL MASTER FINDS** there have been substantial allegations made
25 by both parties about missing and stolen community property.

26 **THE SPECIAL MASTER FINDS** during the dissolution process, Wife obtained
a storage unit for the purposes of storing certain items of personal property. Wife alleges
the property was stolen. Wife has secured a second storage unit and Husband requests he
be able to inventory the second storage unit.

THE SPECIAL MASTER FINDS there is an Order of Protection in place.

1 THE SPECIAL MASTER FINDS Wife is leaving town for an extended time
2 starting July 26, 2016.

3 IT IS ORDERED neither Wife nor anyone on Wife's behalf or at Wife's request
4 may open the storage unit before an inventory can be taken.
5

6 IT IS ORDERED if Wife would like to participate in the inventory, it shall be
7 done prior to July 26, 2016. The process with Wife's participation shall be as follows:

8 a. Wife shall meet the third party neutral at the storage unit; shall open the unit;
9 and to the extent possible lay out items to be inventoried.
10

11 b. Wife shall leave the storage facility with the third party neutral staying at the
12 unit.

13 c. Husband shall come to the facility and may take an inventory of the property in
14 the presence of the third party neutral. Husband shall then leave.
15

16 d. Wife shall return to the unit; close it up and lock it with the third party neutral
17 and then leave.

18 IT IS ORDERED if Wife does not participate in the inventory, the process shall
19 be as follows:
20

21 a. On or before July 26, 2016, Wife shall provide to her counsel the name of the
22 storage facility, the storage unit number and any other access information necessary for
23 an inventory to take place. Wife shall also provide the key to her counsel.

24 b. Husband may inventory the storage unit with a third party neutral present.
25 Once arrangements are made with the third party neutral, the information for access to
26

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INSTITUTE
3131 E. Camelback Rd., Ste.
230
Phoenix, Arizona 85016

1 the unit shall be provided to the neutral.

2 c. Husband shall inform counsel of the date and time of the inventory. Wife may
3 provide a representative to be present for the inventory on the date and time chosen by
4 Husband.
5

6 d. Husband shall enter the storage facility only with the neutral. The storage unit
7 shall be opened by the neutral and when the inventory is completed, closed by the
8 neutral.
9

10 **IT IS ORDERED** under either process, Husband shall not remove any property
11 from the storage unit.

12 **IT IS ORDERED** if Wife would like additional items appraised, she shall make
13 the request through counsel and attempts shall be made to agree on a method of obtaining
14 the appraisal(s).
15

16 DATED this 22nd day of July, 2016.

17 **ARIZONA MEDIATION INSTITUTE**

18
19 By: _____
20 Andi J. Paus
21 3131 E. Camelback Rd., Suite 230
Phoenix, Arizona 85016
Special Master

22 **ORIGINAL** of the foregoing
23 delivered for filing this 22 day of
July, 2016 with:

24 Maricopa County Superior Court
25
26

ARIZONA MEDIATION
INSTITUTE
3131 E. Camelback Rd., Ste.
230
Phoenix, Arizona 85016

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COPY of the foregoing delivered this
22 day of July, 2016 to:

COPY of the foregoing e-mailed this
22 day of July, 2016 to:

Amy M. Urness, Esq.
Moorhead Law, PLC
aurness@mlawaz.com
Attorney for Petitioner/Husband

Tim Steadman
Steadman Law Firm, PLC
tim@steadmanlawfirm.net
Attorney for Respondent/Wife

By: _

Exhibit H

**In re the Marriage of:
KANWALJIT GADHOK,
Petitioner/Appellant,**

v.

**VINOD K. NANGIA,
Respondent/Appellee.
DINESH NANGIA; RAMESH NANGIA;
SHARDA GULATI; SANGEETA
WADHWA Intervenors/Appellees.**

Attorneys for Respondent/Appellee
Phoenix

Page 2

Dinesh K. Nangia Intervenors/Appellees
Pro Se
Rockville, MD

IRVINE, Presiding Judge

NO.1 CA-CV 09-0338

**COURT OF APPEALS STATE OF
ARIZONA DIVISION ONE
DEPARTMENT C**

Filed: May 20, 2010

NOTICE: THIS DECISION DOES NOT
CREATE LEGAL PRECEDENT AND MAY
NOT BE CITED EXCEPT AS AUTHORIZED
BY APPLICABLE RULES. See Ariz.R.Sup.Ct.
111(c); ARCAP 28(c); Ariz.R.Crim.P. 31.24

MEMORANDUM DECISION

(Not for Publication-Rule 28, Arizona Rules
of Civil Appellate Procedure)

Appeal from the Superior Court in Maricopa
County

Cause No. FN2006-001513

The Honorable Susanna C. Pineda, Judge

AFFIRMED

Gillespie, Shields & Associates, P.A.
by DeeAn Gillespie Strub
Mark A. Shields
Brad J. Crider
Attorneys for Petitioner/Appellant
Mesa

James L. Leather P.L.L.C.
by James L. Leather

¶1 Petitioner/Appellant Kahnwaljit
Gadhok ("Wife") asks this court to reverse the
trial court's grant of summary judgment in
favor of Respondent/Appellee Vinod Nangia
("Husband") on grounds that Husband failed
to rebut the presumption that Husband
intended to make a gift to the community
when he added her name to the TD
Waterhouse #3 ("TDW3") account during
their marriage. In addition to her request for
a reversal of summary judgment, Wife asks
this court to remand the case to the trial court
to properly dispose of the assets and to
reverse the trial court's award of attorneys'
fees to Husband. Intervenors/Appellees
Dinesh Nangia, Ramesh Nangia, Sharda
Gulati, and Sangeeta Wadhwa ("Intervenors")
are participants as claimants to a portion of
the money claimed by Wife. For the following
reasons, we affirm.

FACTS AND PROCEDURAL HISTORY

¶2 Prior to Husband and Wife's marriage
on February 16, 1995, Intervenors had TD
Waterhouse ("TDW") accounts in the State of
Maryland. Intervenors are Husband's
brothers, sister and niece. Intervenors were
the sole owners of the proceeds of these
accounts. At some point, Husband's name
was added to the accounts with the
understanding that Husband would only have an

Page 3

interest in the accounts if he contributed
money to them. In 1998, Husband added



Wife's name to the TDW3 account. In August 1999, the TDW3 account was closed and, along with several other TDW accounts, transferred to the TDW9. At the time, Husband had contributed nothing to any of the accounts and thus had zero interest in them. The contents of all TDW accounts were placed into the TDW9 account, of which Husband was the sole named owner. The consolidation, however, was not intended to change Intervenor's ownership interest in the account. Intervenor continued to make deposits into the consolidated account.

¶13 Husband did not contribute to any of the family accounts until June 2002. At this time, he transferred 19,056 shares of GE stock, fifteen shares of Textron stock, and twenty shares of Allied Signal/Honeywell stock to the TDW9 account. These transfers were the only contributions Husband made to any of the family accounts.

¶14 Wife filed a petition for dissolution of marriage on April 19, 2006. Prior to trial, the trial court found that most of the property issues were resolved under Rule 69 agreements at a settlement conference before Judge Pro Tem Barry Brody.¹ The

Page 4

remaining property issues to be resolved at trial were: (1) ownership of the TDW9 account; (2) spousal maintenance; and (3) attorneys' fees at trial. Prior to trial, Intervenor filed a claim that they were the rightful owners to some of the disputed accounts.

¶15 Wife claimed she owned a one-half interest in the entire TDW9 account; a one-half interest in Husband's claim of sole and separate property in the TDW9 account; and a one-half interest in Intervenor's claim of \$126,242 in the Bank of America #1029 account because the accounts were community property. Husband claimed Wife had zero interest in the TDW9 account

because his deposits to the account were from his sole and separate GE stock, owned prior to marriage. Moreover, he argued that although he added Wife's name to the TDW3 account in 1998, he had zero interest in that account and it was later merged into the TDW9 account, of which he was named the sole owner.

¶16 Husband retained an expert, Susannah Sabneker, for purposes of tracing the source of funds deposited into and distributions made from the TDW accounts, including Husband's investments into them, and trace deposits and withdrawals from and to Husband, Wife, and third parties. The expert concluded that Husband's only contribution to the TDW accounts was the June 2002 transfer of stock shares. All shares of GE and Textron

Page 5

stock were a pre-marital asset; the twenty shares of Allied Signal/Honeywell stock (valued at \$871 at the time the petition for dissolution of marriage was served), however, were acquired after Husband and Wife married. Wife did not retain an expert to trace and investigate funding of the TDW9 account.

¶17 Husband filed a motion to appoint a family law master to address the complex tracing issue associated with the disputed account. Wife asked the court to deny Husband's motion, citing cost and time concerns. She continued to argue that the account was community property. The trial court granted Husband's motion and appointed Renee Jenkins ("Jenkins") as Special Master in a signed minute entry dated May 5, 2008. Jenkins was one of three experts recommended by Wife's former attorney in a letter to Husband's attorney.

¶18 Jenkins submitted her report to the court and parties on August 26, 2008. The report identified the scope of her services as agreed to by the parties:

a) A review of the report dated October 29, 2007, prepared by Husband's expert, Susannah Sabnekar CPA/ABV DABFA. This report traces activity in multiple TD Waterhouse brokerage accounts... and the deposit and withdrawal activity of a Bank of America checking account... held jointly by Husband and Wife;

....
b) Additional investigation of the source of 19,056 shares of General Electric stock [GE stock], 15 shares of Textron stock, and 20 shares of Allied

Page 6

Signal/Honeywell stock transferred to the current TD Waterhouse account [TDW9] by Husband in June 2002;

These stocks are known as Asset 8a in this report.

c) Additional investigation of the source of 5,744 shares of General Electric stock [GE stock] transferred to the current TD Waterhouse account [TDW9] by Intervenors in June 2002; and,

These stocks are known as Asset 8b in this report.

d) Addressing additional questions posed by Dr. Gadhok within the scope of the engagement.

The claims of all parties center on the ownership of certain TD Waterhouse accounts and the excess of deposits over withdrawals in a joint checking account held at Bank of America. The focus of this report is to review the tracing of the source of funds in the following two accounts (the Sabnekar report):

• TDW9 is the final TD Waterhouse account holding the portfolio assets of all prior TDW accounts and Assets 8a and Asset B, as well. The total value of the account was \$1,615,770 after Husband made a single investment of stocks claimed to be sole and separate property (total value \$559,759) in June 2002. As of March 31, 2006 (April 7, 2006 is the approximate Date of Service) the value of the account had grown to approximately \$2,033,150 and is held in a restricted account pending the court's ruling on its ownership.

Jenkins also identified the claims of the parties:

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• BOA #1029
is relevant to the
litigation because
its activity
includes deposits
and withdrawals
of Intervenor
related cash (net
\$126,242) directly
as individuals and
indirectly through
some of the TDW
accounts. The net
amount of
\$126,242
represents the
sum of the
Sabnekar report
amount of
\$112,263 plus
additional
adjustments of
\$13,979.

¶10 Jenkins concluded that she located "no evidence" in her investigation to support Wife's claim that Husband owned these accounts and commingled funds from these accounts into the community's accounts. She noted that the case was complex and difficult to understand and she questioned the "family partnership" agreement between Intervenor and Husband which lacked a formal written partnership agreement and a separate bank account or ledger. Jenkins also questioned the process of Husband paying the taxes and Intervenor reimbursing him for their share of the tax burden, the trust agreement



identifying the Intervenor's interest in the accounts as Husband's sole and

Page 8

separate property, and that Wife was named as the recipient of TDW assets.

¶11 Jenkins stated, however, that "[n]one of these arguments can be used, within the scope of my duties, to override the simple fact that the underlying source documentation presented to me supports the conclusion that the Intervenor [sic] are the original source of their combined funds and that Husband's sole and separate property can be easily traced to his General Electric Company employment and Textron employment prior to the marriage." Jenkins recommended that "[w]ife's claim should be limited to one-half (50%) of the *de minimus* contribution of 20 shares of Allied Signal/Honeywell stock... to the family account," which is valued at \$724 on the date of transfer into TDW9. She recommended that the court find Husband's claim that the TDW9 account involves his sole and separate property (GE shares and *de minimus* Textron shares) because this conclusion is supported by "clear and convincing" evidence that he is entitled to 32% of the total value of the account. Jenkins was not persuaded by Wife's argument that Husband used his sole and separate contribution as collateral prior to marriage, which was later released as collateral and returned to Husband, concluding that the property did not lose its character as sole and separate property. Finally, Jenkins concluded that the court should find that Intervenor's claim of

Page 9

68% ownership in the account is supported by the requisite "preponderance" of the evidence standard and found that they were owed excess of deposits over withdrawals totaling \$126,242 from Husband's and Wife's joint Bank of America account. Wife filed an

objection to Jenkins' report which was overruled by the trial court.

¶12 Husband then filed a motion for partial summary judgment, asking the court to adopt Jenkins' report as an order. The trial court granted Husband's motion and adopted the Jenkins' report. The parties set a date for trial on the issue of spousal maintenance, attorneys' fees, and other issues not presented to this court on appeal.

¶13 Wife filed a motion arguing that the summary judgment motion was untimely. Judge Pineda granted the motion, explaining later at trial that the previous summary judgment motion was untimely. Wife filed a motion to clarify issues at trial. The trial court said the trial was limited to the issue of the TDW3 account. Wife filed a motion for further clarification. Intervenor responded:

It is acknowledged that the matter of the TD Waterhouse/AmeriTrade account may involve consideration of [the] other accounts. However, the examination of other accounts should be limited to how they relate to the account in issue—the TD Waterhouse/AmeriTrade account. Therefore, to that extent, the Intervenor acknowledges that the examination of the TD

Page 10

Waterhouse/AmeriTrade account may involve various aspects of the Bank of America No. 1029 account, the Bank of America investment accounts, the GE stocks and the \$275,000 treasury bill.

¶14 Husband responded by noting that Jenkins had considered and analyzed the Treasury Bill in her report. At a status conference on March 25, 2009, the trial court stated that the only issues for trial were: the TDW account (community in nature); Bank of America Investment Account; Bank of America #1029; General Electric Stock; and \$275,000 Treasury Bill; possible attorneys' fees; award to Intervenors and possible interest on funds; contempt regarding payment of household expenses.

¶15 Husband filed another motion for partial summary judgment on the TDW account issue, which included two attachments from both Jenkins and expert Susan Sabenkar stating that the conclusions in their reports remain unchanged. Wife responded by noting that the funds in the disputed account were previously held in her name during marriage and she did not authorize husband to remove her name. The trial court granted Husband's summary judgment motion on March 26, 2009, concluding that Wife presented no evidence to dispute any of the evidence presented by Husband. The court noted that

[a] review of [Wife's] objection to the Special Master's Report indicates that her opposition is based on her conclusory claim

Page 11

that funds were commingled however she fails to present any evidentiary support to back her claim.... Here, at most, Wife has made self-serving assertions without factual support. Such assertions will not defeat a motion for summary judgment.

Therefore, the trial court awarded Husband 32% of the TDW9 account minus a portion for the twenty community shares of Allied

Signal/Honeywell stock and Intervenors 68% of the account.

¶16 In a minute entry dated October 6, 2008, the trial court made findings regarding attorneys' fees, awarding Husband \$20,000 and Intervenors \$27,142 in attorneys' fees from Wife. In a signed minute entry dated April 17, 2009, the trial court affirmed her summary judgment ruling and ordered Wife to pay additional attorneys' fees and costs in the sum of \$10,000 to Husband and \$2,000 to Intervenors. Wife appealed.

DISCUSSION

¶17 Wife presents three issues for review: (1) did the trial court err by granting summary judgment in favor of Husband based on the Special Master's report that focused on tracing issues but ignoring legal presumptions under the law; (2) did the trial court improperly use the special master; and (3) if

Page 12

this court reverses summary judgment then it should also reverse the award of attorneys' fees to Husband.²

¶18 Both Husband's expert and Special Master Jenkins independently traced the TDW and Bank of America #1029 accounts. Each concluded that "both the [Wife] and the [Husband] had zero investment in the TDW3 account when it was transferred to TDW9. This is not a legal conclusion as the [Wife] claims.... Based on their conclusions, [Husband], with zero investment in the account, could not make a gift to the [Wife] as the [Wife] claims. Likewise, with zero investment in the account, [Wife] could not claim an interest in the account." Therefore, Husband argues, because he had zero interest in the TDW3 account when he added Wife's name to it, he had zero interest to gift when the TDW3 account was closed and its

contents were transferred to the TDW9 account.

¶19 We agree. The rule "mandates the entry of summary judgment after adequate time for discovery and upon motion, against the party who fails to make a showing sufficient to establish the existence of an element essential to that party's

Page 13

case, and on which that party will bear the burden of proof at trial." *Nanini v. Nanini*, 166 Ariz. 287, 290, 802 P.2d 438, 441 (App. 1990).

¶20 Wife filed her petition for dissolution in April 2006. The trial court granted Husband's summary judgment motion in March 2009. At no point during the nearly three year period did Wife present any evidence to support her conclusory claims that the TDW account became community property by legal presumption when her name was added to the TDW3 account during marriage. Despite having adequate time for discovery, Wife failed to produce evidence that Husband had any interest in the TDW3 account at the time Husband added her name to the account in 1998. Therefore, summary judgment on the TDW9 account was appropriate.

¶21 Wife next argues that when Special Master Jenkins concluded that Wife had no interest in the TDW9 account, she "implicitly, if not explicitly," made a legal conclusion that no legal presumptions applied to the account. Wife asserts that although special masters are permitted to make legal conclusions under some circumstances, "this type of appointment would apply to an arbitrator who hears evidence." Therefore, Wife concludes, because Jenkins was never given authority to make legal conclusions or recommendations and because the order appointing her did not comply with Rule 72 of the Arizona Rules of Family

Page 14

Law Procedure, the trial court improperly adopted Jenkins' report.

¶22 We disagree. Rule 72 of the Arizona Rules of Family Law Procedure provides that "[u]pon stipulation and application by the parties, or on the court's own motion, the court may appoint a family law master who is an attorney or other professional with education, experience, and special expertise regarding the particular issues to be referred to the master." Ariz. R. Fam. L. P. 72 (emphasis added). Rule 72 also describes the powers of the special master: "The order of reference appointing a family law master shall specify the particular issues referred to the family law master and shall fix the time and place for beginning and closing the hearings and for filing the master's report." *Id.* The rule states that a special master may rule upon the admissibility of evidence, unless directed otherwise by the order, and if requested, "shall cause a record to be made of the evidence offered and excluded in the same manner and subject to the same limitations as provided in Rule 104, *Arizona Rules of Evidence*, for a court sitting without a jury." *Id.*

¶23 In Husband's petition for appointment of a family law master to investigate the complex tracing issue of the TDW9 and Bank of America #1029 accounts, Husband provided a letter from

Page 15

Wife's former attorney³ identifying three special master recommendations. From that list, Husband selected Renee Jenkins. Wife later filed a motion objecting to the appointment of a special master, which the trial court rejected. Wife also filed a timely objection to Jenkins' report.

¶24 A review of Jenkins' resume reveals her substantial experience in forensic

accounting. Given Wife's allegations, the parties needed an experienced forensic accountant to trace the TDW9 and Bank of America #1029 accounts. In her report, Jenkins describes the scope of the engagement as established by the parties to be a review of Sabnekar's report, additional investigation of the General Electric, Textron, and Allied Signal/Honeywell stock contributions to the TDW9 account as well as 5744 shares of General Electric stock deposited into the account by Intervenors in June 2002, and addressing additional questions posed by Wife.

¶25 Rule 72 does not require a special master to be an attorney as Wife suggests. Jenkins was a qualified forensic accountant. She was recommended by Wife's former attorney. She did not make any legal conclusions in her report. Therefore, the

Page 16

trial court's adoption of Jenkins' report was not an improper use of a special master.

¶26 Since we are not reversing the trial court's grant of summary judgment, we do not address Wife's request that we also reverse the trial court's award of Husband's attorneys' fees. Husband and Intervenors request attorneys' fees and costs under Rule 21 of the Arizona Rules of Civil Appellate Procedure. We deny Husband's request for attorneys' fees because Rule 21 is not a substantive basis for an award of fees. As the prevailing party, however, Husband is entitled to an award of his costs on appeal. Because Intervenors' request for attorneys' fees and costs was untimely, we deny it. We also note that Intervenors were not represented by an attorney on appeal.

CONCLUSION

¶27 For the foregoing reasons, we affirm.

PATRICK IRVINE, Presiding Judge

CONCURRING:

MICHAEL J. BROWN, Judge

DONN KESSLER, Judge

Notes:

¹ Rule 69 of the Arizona Rules of Family Law Procedure provides that agreements between parties "shall be binding if they are... made or confirmed on the record before a... judge pro tem or... court reporter or other person authorized to accept such agreements."

² In her opening brief, Wife presented an additional issue: that the dissolution decree did not properly dispose of all property because it did not address the parties' Treasury Bills. In her reply brief, however, Wife withdrew this claim as an individual assignment of error, noting that the Treasury Bills issue was addressed in the Sabnekar/Jenkins report. She asks that the Treasury Bills issue be incorporated into the first two arguments regarding adoption of the Special Master's report.

³ From the time that Wife filed the petition for dissolution until the date of trial, Wife had five attorneys. She represented herself at trial.

EXHIBIT F

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2 1423 S. Higley Rd. Suite 109
Mesa, Arizona 85206
3 (480) 964-2800 Fax: (480) 964-2802
tim@steadmanlawfirm.net

4 STATE BAR NO.: 022708

5 Attorneys for Respondent

6 **SUPERIOR COURT OF ARIZONA**

7 **MARICOPA COUNTY**

8 In re the Marriage of:)	No.
9 THOMAS M. HUTCHINSON,)	OBJECTION TO SPECIAL MASTER
10)	ORDER RE: DIVISION OF PROPERTY
11 Petitioner,)	
12 and)	
13 PATRICIA MICKLE HUTCHINSON,)	
14 Respondent)	

15 Petitioner Patricia Mickle, by and through undersigned counsel, hereby submits her
16 Objection to the Special Master Order Re: Division of Property:

17 **Gun Collection**

18 1. Wife does not object to the manner in which the parties gun collection was valued,
19 nor the actual value that was presented to the special master via the appraisal referenced in the
20 order. Wife does object, however, to the value of the stolen guns and related property being charged
21 to her. As Wife testified, she was advised by her former counsel to retrieve the firearms from the
22 cabin so that they could be appraised. Wife did not feel comfortable retaining the firearms at the
23 home. She did not have the combination to the gun safe and therefore was not able to secure the
24 guns. Wife placed the firearms in a storage facility that she believed was secure. She ensured that
25

1 there were security cameras that would monitor anyone accessing the storage unit where the
2 firearms were held.

3 2. Wife asserts that her reliance on the security of the storage facility was reasonable.
4 She went to a well-established reputable company. It was reasonable for her to assume that the
5 property in her storage unit was secure and that no one other than her could access it. It was also
6 reasonable for her to visit the facility infrequently to physically inspect the property that was held
7 there.

8 3. It had been a couple of months since her last visit when Wife discovered that the
9 firearms had been stolen from the storage facility. Because so much time had passed, the security
10 footage had been deleted or taped over. Wife had no idea when the guns were stolen and therefore
11 could not even make an accurate police report.

12 4. As stated in the special master order, Wife suspects that Husband was actually the
13 one that retrieved the firearms from the storage facility. No one else knew what they were there.
14 However, Wife understands that she cannot prove that it was Husband who took the guns. All she
15 knows is that they were stolen from the storage facility and that they are not in her possession.

16 5. It is not reasonable to make a Wife 100% responsible for the criminal act of the
17 person stole firearms. When the guns were stolen, they were stolen from both Husband and Wife.
18 This is certainly not what Wife would have preferred. She would much rather have her half of the
19 value of the firearms than for them to have been stolen. Unfortunately, they were stolen and neither
20 Husband nor wife will now receive their portion of the value of the guns.

21 6. The special master's order with regard to the firearms does not create an equitable
22 result. It makes wife 100% responsible for a crime committed by a third-party of which she had
23 absolutely no knowledge and over which she had no control. Again, it is unfortunate that the guns
24 were stolen, but they were stolen. Both parties should be equally affected by the theft. It is not fair
25 for the burden to be laid solely on Wife.

1 **Jewelry**

2 7. The parties each obtained appraisals of the jewelry that they purchased during the
3 marriage. Wife's appraisal was performed by local jeweler and was essentially what he would offer
4 her if he were to buy the jewelry. In that sense, the value from Wife's appraisal is a real number for
5 the value of the jewelry because it is what she could get for it if she were to sell it.

6 8. Husband retained a different jeweler who provided what amounts to a retail appraisal
7 of the jewelry. The value that he placed on each item was astronomical. In fact, it was many times
8 what the parties had actually paid for the items. It appears that the values placed on each piece by
9 Husband's appraiser are the amounts that would be required to purchase each of the items in a retail
10 setting in Paradise Valley where the appraiser is located.

11 9. The special master rightly concluded that the retail appraisal did not represent an
12 appropriate value for the jewelry. It appears that her method of determining the value amounts to
13 little more than a guess. She basically split the difference between the two appraisals and used a
14 value that is still 3 or 4 times higher than what Wife could actually get if she were to sell the
15 jewelry.

16 10. When Husband's appraisal was provided to Wife's counsel, it was proposed that
17 Husband retain the jewelry at the values proposed in his appraisal. That proposal was rejected. At
18 this time, if Husband is happy with the value placed on the jewelry by the special master, Wife
19 would happily turn it over to him in exchange for the \$75,000 value that was used by the special
20 master.

21 11. Throughout this process, it has been Husband's assertion that the jewelry is worth
22 much more than Wife believes it is worth. If that is the case, Wife would like to test Husband's
23 convictions regarding the value and allow him to retain the jewelry so that she can receive the cash
24 she needs to restart her life.

25

1 12. Wife would also like to point out that Husband admitted that the values used for his
2 firearms were real numbers that he could actually get if he were to sell the firearms. Neither
3 Husband, nor the appraiser, nor anyone with whom Wife has spoken will pay anything near \$75,000
4 for the jewelry. That value is a complete fantasy and creates an extremely inequitable result.

5 13. Therefore, with respect to the jewelry, Wife requests that the court either use the
6 liquidation value that Wife can actually get if she sells the jewelry, or, that the special master value
7 be used and that Husband be granted ownership of the jewelry.

8 **Stolen Gold and Silver Coins**

9 14. The same analysis that has been proposed above with respect to the division of the
10 stolen firearms applies to the special master's recommendation regarding the gold and silver coins
11 that were stolen from the storage unit. It is not equitable for the entire value to be charged to Wife.
12 The coins were stolen from what Wife reasonably assumed to be a secure location. It is equitable
13 for the parties to be equally impacted by the crime that was committed against them.

14 **Special Master Fees**

15 15. The special master has recommended that Wife be responsible for \$2000 more of her
16 fees than Husband. Wife does not believe that this is equitable or that it is warranted by the
17 evidence. The special master acknowledges that Wife had difficulty understanding what was
18 expected of her prior to hiring counsel. Wife's difficulties stem from legitimate mental and
19 emotional health needs and are not the result of any willful behavior by Wife. Wife being punished
20 for lack of understanding is essentially the same as someone with special needs or a disability being
21 held to the same standard as someone who does not have the special needs or does not suffer from a
22 disability.

23 16. When Wife hired counsel, she was better able to participate in the process. The
24 special master trial did not go forward free of difficulty, but it did go forward, appraisals did
25

1 happen, access to the storage unit was offered to husband and the special master process was
2 concluded.

3 17. Wife expressed her concerns about the manner in which the special master was
4 appointed, including a complete lack of compliance with the applicable rule of family procedure.
5 She likewise expressed in the court that she felt that there had been bias against her, including
6 suspected *ex parte* communication between the special master and Husband. The court ultimately
7 denied her motion to remove the special master but Wife maintains that her concerns were well-
8 founded. As a result, her failure to fully understand the process and her reluctance to acquiesce to
9 what she considered to be unfair treatment are understandable and reasonable.

10 18. Wife would much prefer that Husband be ordered to pay the entire amount of the
11 special master fees. She does not feel it is equitable that she even be ordered to be responsible for
12 half of the fees. There is certainly no justification for her to pay more than half. Wife therefore
13 requests that the court reject the recommendation that she be ordered to pay \$2000 more of the
14 special master fees.

15 **Recommendations**

16 19. The special master made an error when calculating the amounts due from each party.
17 Wife was charged with \$9,200 of coins. The only coins that were actually charged to wife by the
18 special master (which she objects to) were the coins contained in the bag that Husband valued at
19 \$1,000. It is undisputed that the remaining coins are in Husband's possession. Husband should
20 therefore be charged with possession of the coins and Wife should be entitled to half of their value.

21 20. The actual breakdown of money due to each party should be as follows:

- 22 a. The \$27,549 of stolen guns, \$1,000 of stolen coins and \$2,150 of Husband's sole
23 and separate guns should be considered a loss to both parties and should not
24 figure into the division of assets.
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- b. Husband should be charged with \$9,200 of coins and \$75,000 of jewelry (Wife will turn all jewelry over to Husband upon request). Husband should therefore owe Wife \$42,100 representing half of the coins and the jewelry.
- c. Husband should be charged with \$19,675 in guns meaning that he owes Wife \$9,837.50 as her half of the guns.
- d. Husband should be awarded the cabin with a value of \$160,000 meaning that he owes Wife \$80,000 as her share of the value of the cabin.
- e. The special master fees of \$15,000 should be born equally by the parties. Husband has apparently already advanced \$7,500 so Wife will pay her half from the proceeds of the sale of the marital residence.
- f. The total due to Wife from Husband is as follows:
 - i. \$42,100.00 for coins and jewelry
 - ii. \$9,837.50 for her half of the firearms
 - iii. \$80,000 for the cabin
 - iv. **Total - \$131,937.50**

21. Wife proposes that this amount be taken from Husband's share of the proceeds of the sale of the former marital residence as a full equalization of the personal property.

RESPECTFULLY SUBMITTED this 16th day of September, 2016.

STEADMAN LAW FIRM, PLC

By: /s/ Timothy W. Steadman
Timothy W. Steadman.
Attorneys for Respondent

1 Original filed this 16th day
of September, 2016, with:

2
3 Clerk of the Court

4 Copy mailed this 16th day
of September, 2016 to:

5
6 Amy M. Urness
7 Bar Urness PLC
14901 N. Scottsdale Rd. Suite 302
8 Scottsdale, AZ 85254

9
10
11 /s/ TWS

12
13
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EXHIBIT G

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6 amoorhead@mlawaz.com
7 Amy M. Urness, Esq.
8 Arizona State Bar No. 025168
9 *Attorney for Respondent Thomas Hutchison*

7 SUPERIOR COURT OF ARIZONA
8 COUNTY OF MARICOPA

9 In re the Matter of:) Case No.
10)
11 **PATRICIA MICKLE,**)
12) **RESPONSE TO OBJECTION TO**
13) **SPECIAL MASTER ORDER RE:**
14) **DIVISION OF PROPERTY**
15)
16)
17)
18)
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21)
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Petitioner,
and
THOMAS HUTCHISON,
Respondent.

17 COMES NOW Respondent Thomas Hutchison (hereinafter "Respondent" or
18 "Husband") by and through his counsel undersigned, and hereby files his Response to Wife's
19 Objection to Special Master Order re: Division of Property. Respondent respectfully requests
20 that Wife's request is denied and that the Special Master Order re: Division of Property
21 (hereinafter "Order") filed with this Court on September 2, 2016, is adopted in full.

25 ///

MEMORDANDUM OF POINTS AND AUTHORITIES

A. RULE 72

Rules 72 (f) of the Arizona Rules of Family Law Procedure states, “A party may object to the master's report by filing with the court a motion to modify or reject the master's report, as prescribed in Rule 35, no later than fifteen (15) days from the date of mailing of the master's report. Each objection shall be stated with specificity and shall reference the exhibits or portions of the record supporting the objection. Any response to an objection shall be filed no later than ten (10) days from the date the objection is mailed. No further pleadings shall be permitted without prior court order.”

Husband asserts that Wife’s objection is not compliant with this rule. Her objection fails to cite exhibits or portions of the record to support her objection. Wife raises no legal basis whatsoever in her objection to warrant overturning the Special Master’s order. Wife also does not raise errors or omissions by the Special Master; she just simply does not like how the property was divided. The parties were given a full day hearing (hereinafter “hearing”) to present their evidence and both sides had equal and ample time to present anything and everything to the Special Master. As set forth in further detail below, it is Husband’s position that the order sets forth an equitable distribution of property as required by A.R.S. § 25-318.

Rule 72 (g) states in pertinent part, “In the event any objection(s) are filed, the court may set oral argument on the objection(s), adopt the report, modify it, reject it in whole or in part or may receive further evidence. The court shall hold a hearing or enter an order in connection with any objection to the master's report within thirty (30) days of the filing of the response or other ordered pleading to such objection.”

1 Therefore, Husband respectfully requests that the Court adopt the Order in full and
2 vacate the hearing set on December 1, 2016.

3 **B. FIREARM COLLECTION**

4 At the hearing, Wife admitted to removing the firearm collection from Husband's
5 residence. Prior to Wife's removal of the property, the firearms were secure. Wife further
6 admitted that she took them to her appraiser and had the collection appraised. Wife **was the last**
7 **person** in possession of the firearm collection. Wife testified that she placed the firearm
8 collection in a storage unit and they were allegedly stolen. Wife did not report the alleged theft
9 to the storage unit and she did not report the alleged theft to the police. The contract from the
10 storage unit showed that Wife was paying extra for insurance on the property yet she never
11 reported the theft or made a claim. Instead, Wife accused Husband of taking the firearms
12 without any evidence whatsoever. Husband has vehemently denied the allegation under oath.
13 Additionally, Wife failed to provide any evidence prior to or at the hearing that she attempted to
14 obtain video evidence or that the video evidence was taped over. It should also be noted that
15 despite several requests and orders from the Special Master, Husband was never allowed access
16 to the storage unit. Wife's prior counsel claimed that a storage unit did not exist and then once it
17 was discovered that it did in fact exist, Wife refused to allow access.
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19
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21 In his pre-trial statement, Husband took the position that negative inferences
22 should be drawn from Wife's refusal to provide access to her storage unit and that all property
23 that was in Wife's possession and that is now "missing" should be treated as waste. The court is
24 "specifically authorized to consider excessive or abnormal expenditures and the concealment or
25 fraudulent disposition of community property when apportioning community property."

1 *Gutierrez v. Gutierrez*, 193 Ariz. 343, 972 P2d 676. see also A.R.S. §25-318(a). Under A.R.S.
2 §25-318(a), “where the court finds improper expenditures or concealment, it may
3 disproportionately divide the community property before it in order to compensate the injured
4 spouse for the other’s wrongdoing. *Martin v. Martin*, 156 Ariz. 452, 1040; citing *Kosidlo*
5 *v. Kosidlo*, 124 Ariz. 32, 607 P.2d 15 (App. 1979). The *Martin* court stated:

6 “ As we read the statute the superior court may compensate one spouse for the
7 misuse of the common property by the other spouse by awarding the innocent
8 spouse a greater share of the community property to offset the value of the lost
9 property. It is clear that the legislative intent expressed in the statute is that a fair
10 division of common property must occur, and to achieve this objective the
11 superior court is authorized to adjust the value of the property assigned to each
12 spouse so that neither spouse profits by misuse or concealment of the commonly-
13 held property. *Martin v. Martin*, 156 Ariz. 452, 1042.

14 As we read the statute the Superior Court may compensate one spouse for the
15 misuse of the common property by the other spouse by awarding the innocent spouse a greater
16 share of the community property to offset the value of the lost property. It is clear that the
17 legislative intent expressed in the statute is that a fair division of common property must occur,
18 and to achieve this objective the superior court is authorized to adjust the value of the property
19 assigned to each spouse so that neither spouse profits by misuse or concealment of the
20 commonly-held property.

21 It is Husband’s position that the Special Master’s ruling on the firearm collection is fair
22 and equitable under the circumstances as she appropriately attributed the entire value of the
23 “missing” Firearm collection to Wife.

24 C. JEWELRY

25 Wife’s objection with respect to the jewelry takes issue with the appraisal method used
by Husband. Wife fails to disclose to the Court that despite several requests and orders from the

1 Special Master, Wife failed to turn over the jewelry for appraisal by Husband until after the
2 hearing. Wife obtained a hand written appraisal by a local jeweler. The appraisal did not
3 indicate the valuation method used to appraise the jewelry and did not include any information
4 regarding the appraiser, such as his qualifications and certifications to perform the appraisal. It
5 should also be noted that Wife used replacement value when she had the firearm collection
6 appraised and then apparently requested that the jeweler provide an appraisal for what he would
7 pay her to purchase the jewelry back from her. Those are two very different valuation methods.
8

9 Husband took the position that it was reasonable and equitable to use the same
10 valuation method that was used for the firearm collection and had an appraisal done of the
11 jewelry by House of Diamonds, located in Phoenix, Arizona (not Paradise Valley, Arizona).
12 When Wife arrived at the location with the jewelry, she had additional jewelry in her possession
13 that she did not provide to her appraiser. As noted on page 21 of the Order, Wife had 15 pieces
14 appraised by her jeweler and 18 pieces appraised by Husband's jeweler. Additionally,
15 Husband's jeweler stated that Wife had additional pieces in her possession at the time of the
16 appraisal that she did not turn over to him. The appraiser examined each piece provided to him
17 by Wife and provided a report for each piece. He did not use high retail value as alleged by
18 Wife but rather used replacement value. Husband testified at the hearing that the pieces were
19 collected by the parties around the world and like the other items that were divided by the
20 special master, were fine and unique pieces. It is Husband's position that his appraisal was fair
21 and equitable but does not wish to challenge the Special Master's decision to assign a value to
22 the jewelry that is in the middle of each appraisal.
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1 Finally, any discussion regarding settlement of this matter should be stricken from
2 Wife's pleadings. Offers of Settlement to Husband prior to or after the ruling to purchase or
3 accept the jewelry are not relevant to the valuation method used by the Special Master and are
4 in violation of Rule 408 of the Arizona Rules of Evidence.

5 **D. COINS**

6 On page 22 of the Special Master's Order, the Special Master attributes a value of
7 \$1,000.00 to Wife for missing coins. Wife admitted to removing these coins from Husband's
8 safe and never returning them. Wife again claims they were stolen but as set forth above, Wife
9 presented no credible evidence regarding the alleged theft and Husband has denied taking them
10 under oath. Husband estimated the value to be \$1,000.00 and believes that to be severely
11 undervalued. It is Husband's position that these coins were last in Wife's possession and
12 therefore it was fair and equitable that they were attributed to Wife.
13

14 **E. SPECIAL MASTER FEES**

15 It is Husband's position that the re-allocation of special master fees in this case was fair
16 and equitable. Wife continuously failed to cooperate with the process and delayed the
17 proceedings which increased the cost for both parties. As set forth in detail on page 25 of the
18 Order, Wife regularly did not meet deadlines, did not allow Husband access to the storage unit
19 or jewelry and took unreasonable positions throughout the process. Therefore, an allocation of
20 \$2,000.00 in Special Master fees was fair and reasonable under the circumstances.
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F. CONCLUSION

Husband respectfully requests that this Court denies Wife's objection without hearing, as it fails to set forth any basis whatsoever to be overturned and accepts the report in full as a binding order of the Court. Husband also requests that he is awarded his attorney's fees in responding to this objection as it was unreasonable and caused unnecessary costs and litigation.

RESPECTFULLY SUBMITTED this 4th day of October, 2016.

MOORHEAD LAW, PLC

By: /s/ Amy M. Urness
Amy M. Urness, Esq.
Attorney for Respondent

E-FILED this 4th day of October 2016 with:

The Maricopa County Superior Court

COPY of the foregoing emailed
This 4th day of October, 2016, to:

Andi Paus
Attorney/Family Law Mediator
Arizona Mediation Institute
3131 E Camelback Rd, Ste 230
Phoenix, Arizona 85016

Timothy Steadman, Esq.
Steadman Law Firm
1423 S Higley Rd Ste 109
Mesa, AZ 85206-3449

/s/ Amy M. Urness

EXHIBIT H

1 Andi J. Paus, #018506
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4 Phoenix, Arizona 85016
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6 Fax: (602) 889-6803
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8 Special Master

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

10 **IN AND FOR THE COUNTY OF MARICOPA**

11 In Re the Matter of:

12 **THOMAS M. HUTCHISON,**
13
14 Petitioner,

15 and

16 **PATRICIA MICKLE HUTCHISON,**
17
18 Respondent.

19 **NO.**

20 **SPECIAL MASTER ORDER**

21 The Special Master, Judge Pro Tem Andi J. Paus, was appointed by the court on
22 January 26, 2016 for the purposes of dividing personal property. The parties had a
23 telephone conference on February 17, 2016 and in-person meeting on March 1, 2016 with
24 the Special Master for the purpose of identifying the personal property to be divided and
25 exploring the issues of dispute. Identification of the personal property to be divided is
26 still at issue.

THE SPECIAL MASTER FINDS:

1. Respondent/Wife has exclusive use of the parties' real property located at
(Carefree residence).
Petitioner/Husband has exclusive use of the parties' property located in Prescott, Arizona
(Cabin).
2. There is an Order of Protection in place under case number
ordering Husband to "not go to or near [Wife's]. . .Residence:

1
2 3. Neither party has had an opportunity to go to the other residence to
3 inventory the personal property in that residence.

4 4. Inventories of the residences are necessary to complete the list of personal
5 property to be divided. The parties cannot agree on a neutral third party to oversee the
6 inventory process.

7 5. Of significant concern to the Special Master are numerous guns and other
8 items that were in the Cabin, removed by Wife, relocated into a storage unit, and now
9 missing. Husband filed a police report relating to the items being taken from the Cabin.
10 Wife has not filed a police report for the items being taken from the storage unit.

11 6. The parties have exchanged personal property lists, which include personal
12 property located in both residences; personal property missing; and personal property
13 believed to be his/her sole and separate. The lists are not complete.

14 7. There is personal property that was already divided and awarded to each
15 party in the Decree of Legal Separation.

16 8. The Cabin is located in the National Forest, and the parties have a right to
17 use the property pursuant to a special use permit. The sale of the Cabin is a personal
18 property matter done with a bill of sale. There was an offer on the Cabin; a counter offer
19 was made by the parties; and the interested buyers have withdrawn their offer. The
20 Decree outlines the process now that there is no sale of the property.

21 **IT IS THEREFORE ORDERED AS FOLLOWS:**

22 1. Each party shall have an opportunity to inventory the residence of which
23 he/she does not have exclusive use and Husband shall have an opportunity to inventory
24 Wife's storage unit. While inventorying the residence/storage unit, lists can be made,
25 pictures/videos taken, but nothing can be removed from the residence except as outlined
26 in this order.

1 2. The parties shall not enter the other's residence alone and at all times shall
2 be with a third party neutral who will escort him/her through the residence. The third
3 party that shall be used is Steven P. Neiman, SFC, U.S. Army Military Police (retired),

4 Payment for the neutral escort at \$50/hour (with a three hour minimum)
5 shall be made by the Special Master from the advance fee and/or added to the invoice of
6 the parties to the extent the first advance fee has been exhausted.

7 3. Husband shall be allowed entry into the Carefree Residence on Wednesday,
8 March 9, 2016 starting at 10:00 a.m. and to the extent needed, continuing until 5:00 p.m.
9 Husband shall also be allowed entry into any storage unit of Wife's during that time.
10 Wife shall not be present. To the extent Husband does not have a key to the residence or
11 storage unit, Wife shall make one available to him by dropping it off at the Special
12 Master's office for pick up or by making arrangements with the third party neutral.
13 Husband's entry into the Carefree Residence is for the purposes of the litigation and is
14 not in violation of the Order of Protection.

15 4. While at the Carefree Residence, Husband shall remove his Suzuki
16 Motorcycle.

17 5. Wife shall be allowed into the Cabin on Tuesday, March 15, 2016 starting
18 at 10:00 a.m. and continuing as necessary until 5:00 p.m. Husband shall not be present.
19 To the extent Wife does not have a key to the residence, Husband shall make one
20 available to her by dropping it off at the Special Master's office for pick up or by making
21 arrangements with the third party neutral.

22 6. To allow for both parties to add to the written inventory of property, an
23 extension to the earlier deadline for exchange of a complete inventory list is ordered. On
24 or before March 17, 2016, both parties shall complete their inventory lists by adding to
25 the list emailed on March 1, 2016. (This list is in email form at the request of the parties,
26 but can be converted to Excel.)

1 7. The inventory list shall include items that each party believes to be missing
2 and what items are believed to be his/her sole and separate property (acquired by gift,
3 inheritance, devise, or prior to the marriage). Upon completion, the inventory lists shall
4 be combined (to the extent possible) and emailed to the Special Master with a copy to the
5 other party.

6 8. On or before March 18, 2016 at noon, each party shall email the Special
7 Master directly without copying the other party a list of personal property that he/she
8 would like awarded to him/her. Once the Special Master has both lists, those lists shall
9 be distributed to both parties.

10 9. Both parties shall make contact with the realtor for the Cabin to make
11 arrangements to sign a listing agreement on or before March 16, 2016.

12 10. Except as outlined herein, neither party shall have *ex-parte* communication
13 with the Special Master. All emails shall be copied to the other party.

14 **DATED** this 7th day of March, 2016.

17
18
19

Andi J. Paus
3131 E. Camelback Rd., Ste. 230
Phoenix, Arizona 85016
Special Master

20 **ORIGINAL** of the foregoing
21 delivered for filing this ___ day of
22 March, 2016 with:

23 Maricopa County Superior Court

24 **COPY** of the foregoing delivered this
25 ___ day of March, 2016 to:
26

1 **COPY** of the foregoing e-mailed this
2 TH day of March, 2016 to:

3 Thomas M. Hutchison

4 Petitioner/Husband

5 **COPY** of the foregoing e-mailed this
6 TH day of March, 2016 to:

7 Max Hanson, Esq.
8 MHanson@oplaw.com
9 Attorney for Respondent/Wife

10 Patricia Mickle

11 ~~Respondent~~ Wife

12 By _____

13

14

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EXHIBIT I

1 **MOORHEAD LAW, PLC**
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4 Amy M. Urness, Esq.
Arizona State Bar No. 025168
5 *Attorney for Respondent Thomas Hutchison*

6
7 **SUPERIOR COURT OF ARIZONA**
8 **COUNTY OF MARICOPA**

9 In re the Matter of:) Case No.
10)
11 **PATRICIA MICKLE,**) **HUSBAND'S AMENDED SEPARATE**
12) **PRE-TRIAL STATEMENT**
13) (Evidentiary Hearing set for August 11, 2016
and) at 9:00 a.m.)
14 **THOMAS HUTCHISON,**)
15) Respondent.)

16
17 COMES NOW Respondent Thomas Hutchison (hereinafter "Respondent") by and
18 through his counsel undersigned, and hereby submits his Separate Pre-Trial Statement prior to
19 the **Evidentiary Hearing** set for **August 11, 2016**, and the Order to Appear dated **July 18,**
20 **2016.**

21 **A. NATURE OF ACTION**

22
23 This matter came before the Special Master pursuant to the parties' agreement
24 from their Legal Separation dated January 26, 2016 for a division of personal property.
25

1
2 **B. INVENTORY OF PERSONAL PROPERTY**

3 **Carefree Home - Community Property**

4 **Master Bedroom**

- 5 1. King bedroom set; 2 night stands, dresser, armoire (\$13,901)
6 2. 2 Lamps \$50
7 3. Armless chair \$100
8 4. Tan leather reclining chair with matching ottoman \$150
9 5. Patricia's mink coat (\$8,490.00)
10 6. Pawn shop sewing machine that I refinished \$150
11 7. Black leather sofa \$200
12 8. Sliding coffee table \$150
13 9. Japanese silk screen above bed \$350
14 10. 42 inch TV and DVD player \$250
15 11. Silk Rug - 5 x 7 (\$600.00)
16 12. Luccesse Ostrich cowboy boots (\$1,395)
17 13. Sterling silver and black onyx string tie \$225
18 14. Jewelry in safe (to be appraised)

19 **Hallway**

- 20 1. Small wicker table \$25
21 2. Pot with glass top \$100
22 3. 2 pictures (fine art- purple flowers from Ann Arbor home) \$200
23 4. Dyson vacuum cleaner *** no value as Patty says it is broken

24 **Office**

- 25 1. Steel table from Baselle's \$350
2. Daybed \$300
3. Small recliner (lazy boy) \$100
4. Wicker golf bag and magazine rack \$50
5. Family ski pictures (Family heirlooms- Husband would like some of those photos)
6. Assorted DVDs and CDs \$200
7. 2 Mazen Katib books; comparison of 3 great religions and scenes from early Palestine ***
(These books were given to Husband while he was in Kuwait as a gift. The books are not available in the United States. Husband would like the books returned.)
8. Photo albums from our travels around the world (Family heirlooms. Husband would like some of those photos.)
9. Leather US Army officer's swagger stick \$25
10. Oriental wall unit with 2 night stands \$150

1 **Living Room**

- 2 1. Sofa \$250
3 2. 2 chairs with matching ottomans \$200
4 3. 2 flower chairs \$200
5 4. Sofa table - cherry \$400
6 5. Wall pottery and decorations \$100
7 6. Herend fireplace figures - 10 (\$6,000.00)
8 7. 2 Japanese standing lamps \$200
9 8. Korean foot locker with Kongi symbols \$150
10 9. 2 small chair tables \$100
11 10. Zebra striped box and white bone china bowl \$200

12 **Dining Room**

- 13 1. Table and buffet cabinet (\$7,500.00)
14 2. 9 x 11 ft. wool rug \$200
15 3. Admiral Nelson grandfather clock (\$9,600.00)
16 4. Vienna regulator clock (\$4,000.00)
17 5. Royal Doulton China (service for 12 with multiple serving pieces) (\$2,500.00)
18 6. Crystal glassware set \$250

19 **Foyer**

- 20 1. Casey chair \$100
21 2. Korean blanket chest \$200
22 3. Carved bench \$250
23 4. Round wall mirror \$100
24 5. Black wool entry rug \$200

25 **Kitchen**

- 26 1. 4 bar stools \$300
27 2. Kitchen table with 4 chairs (\$2,399.00)
28 3. Glassware in my father's bar \$50

29 **TV Room**

- 30 1. 72 inch Mitsubishi TV with receiver, DVD player (\$2,400)
31 2. 2 paisley chairs \$400
32 3. 2 side tables \$25
33 4. Coffee table \$400
34 5. Leather sectional (\$6,912.00)
35 6. Large overstuffed leather recliner \$200
36 7. Standing floor lamp \$75
37 8. Japanese "NALDEC" bronze statue \$100 (Husband would like this returned to me. It was a
38 gift he received when he left Japan as President of the company).
39 9. Pottery and decorations on walls - Egyptian art (3) and Japanese wood block prints (4-5)
40 10. Woven Japanese rope basket \$75
41 11. Old Japanese weapons on wall \$150

1 12. 2 large Japanese pottery urns/bowls \$200

2 **Guest Room 1**

- 3 1. Queen bed set, 2 night stands, dresser, and wicker armoire \$450
4 2. Wool rug at entryway \$100
5 3. Korean money chest at entry \$150
6 4. TV and DVD player \$200
7 5. Japanese art - 3 pieces \$300

8 **Guest Room 2**

- 9 1. 2 twin beds \$200
10 2. Desk and chair \$100
11 3. Small lazy boy recliner \$100

12 **Patio**

- 13 1. Bamboo table with glass top and 4 chairs (\$800.00)
14 2. Sofa \$100
15 3. 2 chairs with ottomans \$200
16 4. Coffee table \$50
17 5. Sofa table \$50
18 6. 3 bar stools \$150
19 7. Gas grill \$200
20 8. Small refrigerator \$100

21 **Upper Deck**

- 22 1. Pub table with 2 chairs \$100

23 **Entry at Front Door**

- 24 1. Chair \$50
25 2. Bench \$50
26 3. 2 rockers, 1 pot \$50

27 **Garage**

- 28 1. Weight bench and set \$75
29 2. Oak-topped work bench \$200
30 3. Bakers rack \$100
31 4. Stationary bike \$100
32 5. Browning Gun Safe (\$2,449.00)
33 6. Small generic gun safe \$200 (missing)
34 7. Gun collection (Kenton Tucker Appraisal dated March 14, 2015)
35 8. Air compressor \$100
36 9. Leaf blower \$75
37 10. Car jack \$50
38 11. Miscellaneous yard tools - 12 foot step ladder \$100
39 12. Pedestal grinder \$100

13. Casey medicine cabinet \$200
14. Golf clubs \$100
15. Small Gerstner wood tool box \$100
16. Onkyo stereo system \$150
17. Welding outfit \$150
18. Ammunition - assorted \$200 (no longer there)
19. Black Pelican rifle case \$100
20. Snap-on tool box with tools (sole and separate with tools estimated at \$6,000 to \$7,000)
21. George Bush letter to me (Invaluable. Husband wants this returned).
22. 41 firearms (see below)

Granite Basin Cabin 4 - Community Property

Master Bedroom

1. Queen Maple Bed
1. 2 black dressers and 2 black night stands
2. Vanity and small chair
3. Hope chest
4. 2 Army coat racks
5. 8 x 12 pink rug (actually 7 x 10)
6. Birch tree mirror

Hallway Closets

1. Champion Gun Safe -- (contains firearms as listed below in firearms collection section and labeled as firearms located and secured at Cabin #4 by Thomas, small canvas bag containing silver quarters, half dollars and commemorative coins and gold coins appraised value of \$8,200, Swarovski binoculars, and a couple of gun holsters).
2. Knife collection
3. Cleaning equipment - assorted
4. Assorted DVDs

Kitchen

1. 2 kitchen table sets (one in loft)
2. Blue buffet chest
3. French press and pitchers
4. Miscellaneous small appliances (coffeemaker, toaster, blender etc.)
5. Dishes and glasses and bakeware and flatware
6. Pots and pans

Living Room

1. Burgundy queen sleeper sofa
2. 2 yellow flower chairs
3. 2 burgundy lazy boy recliners
4. Leather ottoman
5. 9 x 11 wool rug (actually 7 x 10)
6. 1 end table

7. Reindeer table
8. Black dining table with matching armoire
9. Copper cookware
10. Horse trough with afghan and blankets
11. Antique bathtub
12. 4 oil lamps
13. Emerson fan
14. 4 wood bar stools
15. 2 table lamps
16. Headphones
17. Old Philco radio

Bedroom 2

1. Queen bed with 2 night stands
2. Bench
3. Camping packs and supplies
4. White hospital stool and chair
5. Assorted paperback books

Loft

1. 6 twin mattresses and bedding
2. Air mattress and sleeping bags
3. 6 loaded ammunition cans (see Kenton Tucker appraisal)
4. Holster collection
5. Binoculars - 2 - \$250
6. Caps, belts, clothing, etc. (Personal clothing. Still being worn.)
7. Walk-y Talk-y set
8. Pewter candlesticks and mug (Note: These belong to Wife and as they are from her prior marriage should be returned to her as her sole and separate property.)
9. Toys, books, little chair etc. belonging to granddaughter Paige (Note: In November, 2015 when Ms. O'Conner and Ms. Carter offered to purchase the Granite Basin cabin Wife requested that Paige's items be returned to her. I agreed to return them at that time but they are still at the cabin.)

Other

1. Barbecue grill
2. Dog equipment
3. 3 porch rocking chairs
4. Hammock
5. Yard tools - hose, shovel, rake, etc.
6. Yellow wrought iron yard furniture - 4 chairs, 5 tables (4 small leaf tables and one small round table)
7. Dyson vacuum cleaner
8. 2 square storage boxes
9. Picnic table

- 10. Outdoor furniture black table (2) and chairs (4)
- 11. Ecco 16" chain saw
- 12. Power washer
- 13. Yamaha generator 6500 Watts
- 14. Machinist tool chest

VALUATION OF ITEMS IF VALUED OVER \$500

Patty began the valuation of our community assets by having our firearms collection appraised at replacement value. In the interest of fairness and consistency it is my position that all of the assets purchased with community funds should be subject to this same valuation standard. It does not seem fair to have firearms valued at replacement value and then have jewelry, furniture, tools and other community property valued at liquidation or thrift store values.

Carefree Home

- King bedroom set; 2 night stands, dresser, and armoire - \$13,901
- Full-length mink coat (purchased new in 1993 for \$6,500) - \$8,490
- 5 x 7 silk rug - purchased in 1995 for \$3,500; \$600 estimated value
- Herend fireplace figurines (10) - purchased from 1995 - 1997 in Hungary; \$6,000
- Dining room table, eight chairs, and buffet cabinet - \$7,500
- Royal Doulton china (12 place settings and serving pieces)(Est. \$2,500 average value for Royal Doulton China on replacements.com) - \$2,500
- 9 x 11 wool rug - purchased 2012 from D. Jenkins \$600
- Admiral Nelson grandfather clock - \$9,600
- Vienna regulator clock - \$4,000

- 1 Kitchen table with 4 chairs - \$2,399
- 2 72 inch Mitsubishi TV with receiver, DVD player - purchased 2011; \$2,400
- 3 Leather sectional sofa - \$6,912
- 4 Browning gun safe - purchased 1997; \$2449
- 5 Firearms collection - \$48,444
- 6 Holland and Holland Swiss watch (men's)(purchased in London, England in 1996 \$5,500 Est.)
- 7 Jewelry collection
- 8 Bamboo glass-topped table and four chairs
- 9 Golf clubs
- 10 Luccesse Ostrich boots
- 11 Old U.S. coins taken from cabin on November 25, 2014
- 12
- 13
- 14 **Granite Mountain Cabin**
- 15 Champion gun safe - \$1849
- 16 Knife collection - \$1,000 estimate
- 17 Copper cookware - \$500 estimated
- 18 Six loaded ammunition cans - see exhibit 15, (Kenton Tucker appraisal); \$2,455
- 19 Three binoculars - \$1,200 estimated
- 20 Burgundy sleeper sofa (purchased new in 2013 for \$1,300) - \$500
- 21
- 22
- 23
- 24
- 25 ///

Firearm Collection

The value shown is A - appraised or E - estimated. The symbol "T" denotes that the firearms were taken from the cabin by Patricia on November 25, 2014. The symbol "sn" stands for serial number.

Any firearms retained by Wife following this hearing will be required to be legally transferred to her pursuant to Federal law. Any firearms deemed missing will have to be reported as stolen or missing pursuant to Federal and State law.

Firearms that were located in Carefree and secured by Wife and are now declared stolen

by Wife:

1. Benelli Super Black Eagle, sn U096844 \$950A
2. Remington Wingmaster 870 sn T117402V \$325A
3. Remington Wingmaster 870 sn S942494V. \$325A. T
4. Browning Auto 5 Magnum sn 84640. \$950A
5. Stevens 22-410 sn None. \$175A
6. Marlin Camp Carbine sn 115820044. \$600A. T
7. Winchester 75 Target sn 69092 \$475A. T
8. Springfield M1A sn 126254 with optics. \$2100A. T
9. Springfield M1A sn 288151 without optics. \$1250 A. T
10. Springfield M1 Garand sn 2061429 - father's/sole property of TMH \$850A. T
11. Winchester M1 Carbine sn 1117515 - father's/sole property of TMH \$700A. T
12. Winchester 94 sn 2445082 \$725A. T
13. Winchester 94/22 XTR sn F691847 \$625A. T
14. Winchester 70 sn 181658 \$2100A. T
15. Winchester 69 sn none \$350A
16. Winchester 62A sn 94682 \$425A
17. Heckler and Koch SL7 sn 15498. \$1700A. T
18. Arsenal SLR 100 sn MD0798. \$750A. T
19. Chinese Government SKS sn. GM1282. \$400A
20. Anschutz Target sn 779935A. \$650A. T
21. Kimber 82 Classic sn 1953 \$1025A. T
22. Ruger M77/22 Allweather sn 701-93423. \$450A. T
23. Remington Nylon 66 sn AP86. \$350A
24. Colt Sauer Standard Action sn CR12219. \$2300A
25. Russian Government SKS sn RH227848. \$450A. T
26. JC Higgins 30 sn none. \$175A

27. Stevens 22 Pump sn M585. \$150A
28. Savage 24 V seriesD sn D841236 \$300A
29. Smith and Wesson K-38 sn K139073. \$650A. T
30. Smith and Wesson K-22 sn K63723. \$800A. T
31. Smith and Wesson Pre-48 sn K367753. \$700 A. T
32. Smith and Wesson 27-2 sn N214531 brothers gun/sole property of TMH. \$600A. T
33. Smith and Wesson 13-2 sn 3D94406. \$400A. T
34. Smith and Wesson 337 Air Lite PD TI sn CFE4942 Patricia's \$400A. T
35. Heckler and Koch P2000SK sn 121000227 Patricia's purse gun. \$650A
36. Smith and Wesson model 60 stainless sn Unknown; Patricia's safe gun/not appraised \$499E
37. Kimber Ultra CDP II custom sn KU31693. \$1000A. T
38. Sig Sauer P220 sn G320397. \$750A. T
39. Sig Sauer P938 sn 52A003824. \$575A. T
40. Springfield Armory XDS 45 Black with laser sn XS588331. \$400E. T
41. Springfield Armory XDS 45 two tone with holster for Chad sn TBD. \$400E

Firearms located at Cabin 4 and secured by Husband:

1. Winchester 12 sn 1720386. \$850A
2. Winchester 12 sn 704183. \$950A
3. Browning Auto 5 sn 3G7097. \$1350A
4. Beeman R1 sn none. \$50A
5. Winchester 94/22 XTR Classic sn F546470. \$800A
6. Winchester 94/22 XTR Traditional sn F341221. \$650A
7. Winchester 94/22 Magnum sn F281505. \$625A
8. Winchester 70 Featherweight sn 463102. \$1150A
9. Winchester 70 Featherweight sn 440216. \$1675A
10. Winchester 70 sn 579765. \$975A
11. Winchester 63 sn 147473A. \$950A
12. Winchester 61 sn 224367. \$1250A
13. Browning Auto take down sn 5T117602. \$700A
14. FN PS 90 sn FN 087369. \$1375A
15. Heckler and Koch USC 45 Carbine sn 47-008124. \$1250A
16. Heckler and Koch P2000 sn 124-000132. \$750A
17. Sig Sauer P226 Elite sn U857441. \$975A
18. Sig Sauer P220 sn G256726. \$750A
19. Sig Sauer P228 sn AKU03662. \$600A
20. Heckler and Koch HK45 sn HKU0044691. \$850A
21. Colt Cobra LW sn 14008. \$550A
22. Smith and Wesson 28-2 sn K614669. \$475A
23. Smith and Wesson K22 Combat Masterpiece sn K203203. \$800A

1 **Suspected Missing Firearms**

2 The firearms listed below were last in Wife's possession. These three firearms were not
3 appraised by Kenton Tucker. The symbol "E" stands for estimated value. The values are based
4 on Husband's general knowledge of what the firearms would be worth.
5

6 24. XDS 45 Two Tone with Holster sn TBD. \$400E

7 1. This weapon Springfield Armory XDS 45 Black with Laser sn XS588331 \$400 E

8 This firearm was in the gun safe at the Granite Mountain cabin prior to November 25,
9 2014 when Wife entered the cabin and removed the contents from the safe
10

11 Springfield Armory nearly identical to No. 1 was last seen by Husband at the Carefree
12 home in the safe.

13 2. Smith and Wesson 60 Stainless sn TBD. \$400E
14

15 **INVENTORY OF MISSING PROPERTY**

16 **Firearms located in Carefree and secured by Patricia which she now states have been**
17 **stolen from her storage unit:**
18

- 19 1. Benelli Super Black Eagle, sn U096844 \$950A
20 2. Remington Wingmaster 870 sn T117402V \$325A
21 3. Remington Wingmaster 870 sn S942494V. \$325A. T
22 4. Browning Auto 5 Magnum sn 84640. \$950A
23 5. Stevens 22-410 sn None. \$175A
24 6. Marlin Camp Carbine sn 115820044. \$600A. T
25 7. Winchester 75 Target sn 69092 \$475A. T
8. Springfield M1A sn 126254 with optics. \$2100A. T
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27. Stevens 22 Pump sn M585. \$150A
28. Savage 24 V seriesD sn D841236 \$300A
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40. Springfield Armory XDS 45 Black with laser sn XS588331. \$400E. T
41. Springfield Armory XDS 45 two tone with holster for Chad sn TBD. \$400E

Other Missing Property

1. Black Pelican Rifle Case
2. Korean foot locker with Kongi symbols
3. Office Oriental wall unit
4. Small gun safe from garage
5. Golf clubs
6. Two (2) arm chairs from living room
7. Two (2) small chair tables from living room
8. Two (2) office night stands

9. Guest room art - Japanese (3) pieces
10. Two large Japanese pottery urns from TV room
11. Sofa table from living room - cherry
12. Rear patio rocking chairs
13. About two thirds (2/3's) of my hand tools, Note: Sole and Separate Property
14. Assorted Ammunition from garage closet and Casey cabinet
15. Zebra decorative box from living room
16. Large decorative white bowl (from Karen DiConne)
17. George Bush letter to me from Casey cabinet
18. All of the Carefree firearms (15)
19. All of the jewelry plus gold women's Ademars Piguet watch
20. Full-length mink coat
21. Old U.S. coins taken from cabin on November 25, 2014
22. Brownell master screwdriver set taken from cabin on November 25, 2014
23. My extra keys on Albion College ring taken from cabin on November 25, 2014
24. Royal Doulton china
25. Herend figurines (~ 10 on fireplace)
26. Holland and Holland Swiss watch
27. Luccesse Ostrich cowboy boots (men's)
28. Sterling silver and black onyx string tie

Granite Basin Cabin

1. Tulip lamps -- Broken by dog and trashed.
2. Black wooden rocking chair -- Wood split creating a safety hazard. Could not be salvaged and I burned it.
3. Two-man inflatable raft -- disposed of after it deteriorated from exposure to weather. Mice had taken up residency and it was a snake magnet.
4. Human skull -- Given to friend, John Baselle, who is an M.D.

VALUATION OF ITEMS IF VALUED OVER \$500

Wife began the valuation of the community assets by having the firearms collection appraised at replacement value. In the interest of fairness and consistency it is Husband's position that all of the assets purchased with community funds should be subject to the same valuation standard. It is not equitable to have firearms valued at replacement value

1 and then have jewelry, furniture, tools and other community property valued at liquidation or
2 thrift store values.

3 **Carefree Home**

- 4 1. King bedroom set; 2 night stands, dresser, and armoire - \$13,901 see exhibit 1
- 5 2. Full-length mink coat (purchased new in 1993 for \$6,500) - \$8,490 see exhibit 2
- 6 3. 5 x 7 silk rug - purchased in 1995 for \$3,500; \$600 estimated value
- 7 4. Herend fireplace figurines (10) - purchased from 1995 - 1997 in Hungary; \$6,000 see
8 exhibit 3
- 9 5. Dining room table, eight chairs, and buffet cabinet - \$7,500 see exhibit 4
- 10 6. Royal Doulton china (12 place settings and serving pieces)(Est. \$2,500 average value for
11 Royal Doulton China on replacements.com) - \$2,500
- 12 7. 9 x 11 wool rug - purchased 2012 from D. Jenkins \$600
- 13 8. Admiral Nelson grandfather clock - \$9,600 see exhibit 5
- 14 9. Vienna regulator clock - \$4,000 see exhibit 6
- 15 10. Kitchen table with 4 chairs - \$2,399 see exhibit 7
- 16 11. 72 inch Mitsubishi TV with receiver, DVD player - purchased 2011; \$2,400 see exhibit 8
- 17 12. Leather sectional sofa - \$6,912 see exhibit 9
- 18 13. Browning gun safe - purchased 1997; \$2449 see exhibit 10
- 19 14. Firearms collection - \$48,444 see exhibit 11, Kenton Tucker appraisal
- 20 15. Holland and Holland Swiss watch (men's)(purchased in London, England in 1996 \$5,500
21 Est.)
- 22 16. Jewelry collection - exhibit 12
- 23 17. Bamboo glass-topped table and four chairs - \$800 estimated
- 24 18. Golf clubs - \$900 estimated
- 25 19. Luccesse Ostrich boots - \$1,395 see exhibit 13
20. Old U.S. coins taken from cabin on November 25, 2014 - \$1,000 estimated

1 5. Winchester M1 Carbine serial number 1117515 -- Husband's Father owned this and it was
given to Husband shortly after his death in 1987. Appraised by Wife's appraiser at \$700.

2 6. Gold and Black Onyx Masonic Ring -- This ring belonged to Husband's Grandfather. Hus
3 Grandmother gave it to him when he was raised into the Masonic order in 1977. The ring is 14k
4 gold and a priceless family heirloom.

5 7. Masonic Bible -- This bible was given to Husband when he was raised in the Masonic order
in 1977.

6 8. World Globe -- Given to Husband by Ford Motor Company to commemorate his 20-year
7 anniversary with the company.

8 9. Red Snap-On Tool Box with assorted tools -- This tool box has been in Husband's possession
9 since 1973. The tools were acquired over decades. Some tools belonged to Husband's Father
and bear the initials BH. Other of the tools were given to Husband by Ford Motor Company
10 during his tenure. These are/were the tools of my trade. Est. value \$6,000 to \$7,000.

11 10. My Father's Bar -- This bar is a wooden liquor cabinet that Husband's Father purchased in
12 the 60s. It was given to Husband by his Mother when she was terminally ill with lung cancer.
Husband acquired the bar in 1993 while married, but I considers it sole and separate property.
13 During the joint March 1, 2016 meeting at your office, Wife stated that she had given this bar
away to someone. When Husband conducted the walk-through at the home, he saw
14 his Father's bar.

15 **C. STATEMENT OF CONTESTED ISSUES OF FACT OR LAW AND**
16 **EACH PARTY'S POSITION RESPONDENT'S PROPOSED**
17 **RESOLUTION**

18 **a. Contested Issues**

19 A. Identification of Personal Property including Missing Items

20 B. Value of Property

21 C. Sole and Separate Property

22 D. Attorneys' Fees and Reallocation of Special Master Fees

23 **b. Respondent's Position on Contested Issues**

24 A. Identification of Personal Property and "Missing Property."

25 Husband has complied with providing the Special Master with an inventory list including
the estimated value of all items under \$500.00 and specific values of property valued over

1 \$500.00. To date, Husband has not been provided access to Wife's storage unit or had the
2 ability to have an independent appraisal done on the jewelry in her possession. Wife has been
3 deceitful about her storage unit and has failed to follow this Special Master's orders regarding
4 access to the unit. On March 8, 2016, Wife through her attorney Max Hanson, specifically
5 denied in writing the existence of a unit by stating "I have now confirmed with my client that
6 the storage unit no longer exists or is in use since it was broken into and the contents stolen."
7 Since undersigned counsels recent involved, it has been discovered through records and through
8 Wife's counsel that a storage unit does in fact exist and has always existed.
9

10 On July 22, 2016, this Special Master entered into a very specific order regarding the
11 inventory of the storage unit. Wife has failed to comply with said order and should be subjected
12 to the sanctions set forth in the order. Wife scheduled a walkthrough of the unit with Husband
13 on Tuesday, July 26, 2016 at 5:00 p.m. and Husband traveled two hours to be present at her
14 requested time. Less than 30 minutes prior to the scheduled inventory, Wife contacted Husband
15 and told him that she was no longer able to make it and then ignored any further communication
16 on the issue until the next day. Husband attempted to schedule a walk through on July 28, 2016
17 and provided Counsel with a neutral yet never received a response. Husband also provided a
18 neutral jewelry appraiser on July 28, 2016 and never received a response.
19

20 Husband considers the jewelry community property as these items were collected by the
21 parties throughout their marriage. Husband will testify that the jewelry was purchased by the
22 parties around the world and was intended to be a collection, similar to the firearms in this
23 matter. Husband is at a severe disadvantage without an appraisal of the jewelry. Without an
24 appraisal, it is his position that the jewelry could be valued at approximately \$100,000.00.
25

1 Respondent has identified above the items that are "missing." Respondent will testify that
2 these items were in Petitioner's position. Petitioner has made unsubstantiated claims and
3 allegations that these items were stolen by Respondent but to date, Petitioner has failed to
4 produce any evidence supporting her claims and all allegations are vehemently denied by
5 Respondent. The fact of the matter is that these items were in Wife's possession and control and
6 Husband believes that Wife either disposed of the items or they are contained in her storage unit
7 which she has not allowed access to by Husband.
8

9 It is Husband's position that negative inferences should be drawn from Wife's refusal to
10 provide access to her storage unit and that all property that was in Wife's possession and that is
11 now "missing" should be treated as waste. The court is "specifically authorized to consider
12 excessive or abnormal expenditures and the concealment or fraudulent disposition of
13 community property when apportioning community property." *Gutierrez v. Gutierrez*, 193 Ariz.
14 343, 972 P2d 676. see also A.R.S. §25-318(a). Under A.R.S. §25-318(a), "where the court finds
15 improper expenditures or concealment, it may disproportionately divide the community
16 property before it in order to compensate the injured spouse for the other's wrongdoing. *Martin*
17 *v. Martin*, 156 Ariz. 452, 1040; citing *Kosidlo v. Kosidlo*, 124 Ariz. 32, 607 P.2d 15 (App.
18 1979). The Martin court stated:
19

20
21 " As we read the statute the superior court may compensate one spouse for the
22 misuse of the common property by the other spouse by awarding the innocent
23 spouse a greater share of the community property to offset the value of the lost
24 property. It is clear that the legislative intent expressed in the statute is that a fair
25 division of common property must occur, and to achieve this objective the
superior court is authorized to adjust the value of the property assigned to each
spouse so that neither spouse profits by misuse or concealment of the commonly-
held property. *Martin v. Martin*, 156 Ariz. 452, 1042.

1 As we read the statute the Superior Court may compensate one spouse for the
2 misuse of the common property by the other spouse by awarding the innocent spouse a greater
3 share of the community property to offset the value of the lost property. It is clear that the
4 legislative intent expressed in the statute is that a fair division of common property must occur,
5 and to achieve this objective the superior court is authorized to adjust the value of the property
6 assigned to each spouse so that neither spouse profits by misuse or concealment of the
7 commonly-held property.
8

9 Wife should be held responsible for the misuse, disposal and concealment of all missing
10 property that was in her possession and the division of personal property should reflect
11 compensation to Husband for the missing property. Husband is also requesting for this Court to
12 order that his sole and separate property is returned to him within two business days from the
13 date of the order or Wife should face sanctions related to her refusal to return his property. It is
14 further Husband's position that any monetary award to Husband above and beyond actual
15 property division should be accomplished by way of escrow instructions on the Carefree
16 Property which is currently under contract and scheduled to close in September.
17

18 **B. Value of Property**

19 Husband has provided values to all items he had access to above and through his exhibits
20 and will testify regarding the values at trial. Wife has failed to provide Husband with an
21 inventory of property or values thereof and therefore Respondent reserves his right to object to
22 Petitioner's values at the trial of trial.
23

24 Husband has included an exhibit for demonstrative purposes that outlines the property in
25 both parties' possessions and the value thereof.

1 **C. Sole and Separate Property**

2 Husband has identified above several items of separate property. Husband will testify
3 that these items were gifted to him or acquired prior to marriage and were left at the Carefree
4 residence in Wife's possession when Husband moved out or left in the safe at the
5 Cabin. Many of these items are sentimental and Husband would like them returned as they have
6 little not monetary value. Husband proposes that Wife is ordered to return the items listed above
7 within two business days after the order is entered or face sanctions for the loss of these items.
8

9 **D. Attorneys' Fees and Reallocation of Special Master Fees**

10 It is Husband's position that Wife should be responsible for all of Husband's attorneys'
11 fees in this matter and should be responsible for the Special Master Fees in their entirety. Wife
12 has been completely uncooperative with this process, has taken unreasonable positions and has
13 impeded Husband's ability to prepare for trial by failing to allow access to property. Husband
14 still does not know Wife's position on the division of property. Wife has also filed to continue
15 the hearing several times and has delayed the process. To date, Husband has paid 100% of the
16 Special Master fees because Wife claimed she was unable to afford them. Husband should be
17 compensated for this behavior.
18

19 Additionally, as of the date of this submission, Wife has still failed to deliver her Jewelry
20 to Husband's appraiser and failed to allow Husband to inventory the storage unit. This Special
21 Master's July 22, 2016 and subsequent e-mail stated that Wife should be sanctioned \$100.00 per
22 day for her failure to cooperate. It is Husband's position that these sanctions against Wife
23 should be imposed to the fullest extent.
24
25

E. Desired Outcome

1. The sole and separate property listed above from the Carefree residence to be returned to Husband within two business days of the issuance of the order. If the property is not returned timely, Wife should face monetary sanctions as these items are priceless heirlooms that cannot be replaced.
2. Husband desires the return of the Japanese NALDAC Statute in the TV Room and the letter he received from George Bush, the Admiral Nelson's clock, the metal office table (gift to, office day bed, my workout equipment, the stationary bicycle, Browning gun safe, garage shelving, any remaining gun books and the oak-topped garage work bench. These items are currently in Wife's possession but are credited to Husband in the proposed values below.
3. One-half of the coins currently in the gun safe at the cabin. The appraised value is \$8,200. In the alternative, if Wife desires the coins, Husband will accept a credit of \$4,100. These are not reflected in the spreadsheet since they should be divided equally between the parties.
4. Attached hereto is a spreadsheet that takes into account the property in each parties' possession, the community property Husband desires returned the "missing property," and the property in Wife's possession. It does not take into account the Jewelry in Wife's possession as Husband was unable to have the jewelry appraised as of the date of this pre-trial statement. The spreadsheet shows that Wife has a total of \$104,471.00 (1/2 = \$52,235.50) of property in her possession and Husband has a total of \$37,724.00 (1/2 = 18,862.00) in his possession and property that he has requested in this statement from the Carefree residence.

1 5. Husband is seeking an award of the Cabin which is valued at \$160,000.00.
2 Transferring the cabin to Husband is the equivalent to an award of \$80,000. It is anticipated
3 that once the Jewelry is properly appraised, Wife will still owe Husband funds from the sale
4 of the Carefree residence from the property division. Husband requests that this is
5 accomplished through escrow instructions and includes any sanctions, attorney's fees and
6 reallocation of special master fees that may be awarded.
7

8 **D. LENGTH OF EVIDENTIARY HEARING**

9 The hearing is scheduled from 9:00 a.m. to 5:00 p.m. with a short break for lunch.
10

11 **E. RESPONDENT'S WITNESSES**

12 1. Kenton Tucker
13
14

15 Mr. Tucker will testify regarding the parties' firearm collection and the appraisal he
16 conducted.

17 2. Dana Gonder
18 Wild West Pawn

19 Mr. Gonder will testify regarding the jewelry collection belonging to the parties and
20 regarding Respondent's dealings with his pawn shop.

21 3. Randy Hamman
22 Associate Broker- BloomTree Realty
23

24 Mr. Hammon will testify regarding all issues related to the sale of the
25 Cabin, the value of the cabin and factors associated with determining the value and the contents
of the cabin and value thereof.

EXHIBIT J

1 Timothy W. Steadman
STEADMAN LAW FIRM, PLC
2 1423 S. Higley Rd. Suite 109
Mesa, Arizona 85206
3 (480) 964-2800 Fax: (480) 964-2802
tim@steadmanlawfirm.net

4 STATE BAR NO.: 022708

5 Attorneys for Respondent

6 **SUPERIOR COURT OF ARIZONA**

7 **MARICOPA COUNTY**

8 In re the Marriage of:) No.
9)
10 THOMAS M. HUTCHINSON,) **RESPONDENT'S PREHEARING**
11) **STATEMENT**
Petitioner,)
12)
and)
13)
PATRICIA MICKLE HUTCHINSON,)
14)
Respondent)

15 Respondent Patricia Mickle, through undersigned counsel, hereby submits her prehearing
16 statement for the hearing on division of personal property to be held before the Special Master

17 **I. UNCONTESTED ISSUES**

- 18 1. The parties own two homes with personal property located at each residence.
19 2. The Court appointed a special master to assist the parties in dividing personal property.
20 3. The parties have been unable to agree on a division of personal property.

21 **II. CONTESTED ISSUES**

22 **a. Concealment and Non-Disclosure of Property**

23 It is Wife's position that Husband has concealed a significant amount of money and personal
24 property. Based on past conversations with Husband's family members and friends, Wife believes
25 that Husband has as much as \$200,000 in cash concealed. Wife's assertion is entirely plausible as

1 Husband received his social security income for many years and did not deposit it into any bank
2 account that Wife had access to. Wife is certain that Husband has more gold and silver coins than
3 he has disclosed. He has more collectibles and memorabilia than he has disclosed. Wife is aware
4 of Husband telling family and friends that he needed to “move some things around” prior to filing
5 for divorce. Wife does not feel that this process will result in a fair division of property because
6 Husband has concealed a significant amount of cash and valuable property that he purchased
7 without her knowledge.

8 **b. Property Not Appraised**

9 Husband has a significant amount of valuable property that was not appraised. For example,
10 he has antique knives, antique monoculars, collectibles and memorabilia. Husband has a
11 preoccupation with military items, guns, ammunition and equipment and supplies typically
12 associated with “preppers” or people who prepare for a collapse of society. Individually those items
13 may not be worth a great deal, but collectively they represent thousands or likely tens of thousands
14 of dollars of expenditure by Husband. Wife has no use for any of it but is entitled to her fair share
15 of the value. In addition, Husband has high end Snap On tools, tool boxes, gun safes and power
16 tools. It is Wife’s position that there cannot be a fair division of personal property until all of these
17 valuable items are accounted for and appraised.

18 **c. Division of Property**

19 The order appointing the special master is clear that the scope of the special master’s
20 authority is to divide “personal property.” Personal property is customarily understood to be
21 tangible personal property such as furniture, jewelry, firearms, collectibles, artwork etc. It is clearly
22 not real property. It would typically not include motor vehicles. And it would not include
23 something like the parties’ cabin that while not held in fee simple, is still a leasehold interest in real
24 property with the structure affixed thereto. Therefore, the proceeds of the sale of either of the
25

1 parties' homes would not fall under the purview of the special master. Any issues regarding
2 division of the sale proceeds or credit to one party or the other will need to be decided by the judge.

3 With respect to the personal property, Wife does not believe that it is possible to arrive at a
4 fair division at this time due to Husband's behavior and the deficiencies noted above. However, she
5 has provided her lists of property and will be better able to explain the lists themselves at the
6 hearing, thereby explaining her proposed division of personal property.

7 **III. WITNESSES AND EXHIBITS**

8 A. Witnesses

- 9 a. Husband
- 10 b. Wife

11 B. Exhibits

- 12 a. Jewelry appraisal
- 13 b. List of missing items
- 14 c. Complete list of property

15
16 RESPECTFULLY SUBMITTED this 9th day of August, 2016.

17
18 STEADMAN LAW FIRM, PLC

19 By: /s/ Timothy W. Steadman
20 Timothy W. Steadman.
21 Attorneys for Respondent

22 Original filed this 9th day
23 of August, 2016, with:

24 Clerk of the Court

25 Copy mailed / emailed this 9th day
of August, 2016 to:

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Andi Paus
Special Master
andi@arizonamediation.com

Amy M. Urness
Moorhead Law, PLC
aurness@mlawaz.com

/s/ TWS

EXHIBIT K

1 Andi J. Paus, #018506
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4 Phoenix, Arizona 85016
5 (602) 852-5565
6 Fax: (602) 889-6803
7 andipc@arizonamediation.com

8 Special Master

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
10 **IN AND FOR THE COUNTY OF MARICOPA**

11 In Re the Matter of:

12 **THOMAS M. HUTCHISON,**
13 Petitioner,

14 and

15 **PATRICIA MICKLE HUTCHISON,**
16 Respondent.

17 **NO.**

18 **SPECIAL MASTER REPORT AND**
19 **RECOMMENDED ORDER RE:**
20 **STORAGE UNIT**

21 **BASED UPON** a request by Husband to have access to Wife's storage unit for the
22 purposes of establishing an inventory, the Special Master Orders finds and recommends
23 as orders the following:

24 **THE SPECIAL MASTER FINDS** there have been substantial allegations made
25 by both parties about missing and stolen community property.

26 **THE SPECIAL MASTER FINDS** during the dissolution process, Wife obtained
a storage unit for the purposes of storing certain items of personal property. Wife alleges
the property was stolen. Wife has secured a second storage unit and Husband requests he
be able to inventory the second storage unit.

THE SPECIAL MASTER FINDS there is an Order of Protection in place.

1 **THE SPECIAL MASTER FINDS** Wife is leaving town for an extended time
2 starting July 26, 2016.

3 **IT IS ORDERED** neither Wife nor anyone on Wife's behalf or at Wife's request
4 may open the storage unit before an inventory can be taken.
5

6 **IT IS ORDERED** if Wife would like to participate in the inventory, it shall be
7 done prior to July 26, 2016. The process with Wife's participation shall be as follows:

8 a. Wife shall meet the third party neutral at the storage unit; shall open the unit;
9 and to the extent possible lay out items to be inventoried.
10

11 b. Wife shall leave the storage facility with the third party neutral staying at the
12 unit.

13 c. Husband shall come to the facility and may take an inventory of the property in
14 the presence of the third party neutral. Husband shall then leave.
15

16 d. Wife shall return to the unit; close it up and lock it with the third party neutral
17 and then leave.

18 **IT IS ORDERED** if Wife does not participate in the inventory, the process shall
19 be as follows:

20 a. On or before July 26, 2016, Wife shall provide to her counsel the name of the
21 storage facility, the storage unit number and any other access information necessary for
22 an inventory to take place. Wife shall also provide the key to her counsel.
23

24 b. Husband may inventory the storage unit with a third party neutral present.
25
26 Once arrangements are made with the third party neutral, the information for access to

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the unit shall be provided to the neutral.

c. Husband shall inform counsel of the date and time of the inventory. Wife may provide a representative to be present for the inventory on the date and time chosen by Husband.

d. Husband shall enter the storage facility only with the neutral. The storage unit shall be opened by the neutral and when the inventory is completed, closed by the neutral.

IT IS ORDERED under either process, Husband shall not remove any property from the storage unit.

IT IS ORDERED if Wife would like additional items appraised, she shall make the request through counsel and attempts shall be made to agree on a method of obtaining the appraisal(s).

DATED this 22nd day of July, 2016.

ARIZONA MEDIATION INSTITUTE

By: _____
Andi J. Paus
3131 E. Camelback Rd., Suite 230
Phoenix, Arizona 85016
Special Master

ORIGINAL of the foregoing delivered for filing this 22 day of July, 2016 with:

Maricopa County Superior Court

ARIZONA MEDIATION
INSTITUTE
3131 E. Camelback Rd., Ste.
230
Phoenix, Arizona 85016

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COPY of the foregoing delivered this
22 day of July, 2016 to:

COPY of the foregoing e-mailed this
22 day of July, 2016 to:

Amy M. Urness, Esq.
Moorhead Law, PLC
aurness@mlawaz.com
Attorney for Petitioner/Husband

Tim Steadman
Steadman Law Firm, PLC
tim@steadmanlawfirm.net
Attorney for Respondent/Wife

By: _____

EXHIBIT L

COPY

SEP - 2 2016



MICHAEL K. JEANES, CLERK
C. LOPEZ
DEPUTY CLERK

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8 Special Master

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

10 **IN AND FOR THE COUNTY OF MARICOPA**

11 In Re the Matter of:

12 **THOMAS M. HUTCHISON,**

13 Petitioner,

14 and

15 **PATRICIA JEAN MICKLE,**

16 Respondent.

17 **Case No.:**

18 **SPECIAL MASTER ORDER RE:
19 DIVISION OF PROPERTY**

20 (Assigned to the Honorable
21 Chuck Whitehead)

22 The undersigned was appointed as the Special Master in the above-captioned
23 matter for the purposes of dividing personal property. After review of the pleadings, the
24 Special Master's knowledge on issues from involvement in the process leading up to
25 trial (relating to the potential sale of the Cabin), review of evidence presented at trial on
26 August 11, 2016 and evidence presented thereafter, the Special Master makes findings
and orders as follows:

///

///

1 **I. BACKGROUND/PROCEDURAL HISTORY**

2 1. Petitioner/Husband, Thomas M. Hutchison and Respondent/Wife, Patricia
3 Jean Mickle, were legally separated on January 26, 2016. Very few items of personal
4 property were divided by agreement in the Decree.
5

6 2. To initiate the process and determine whether the matter could be settled
7 informally, the Special Master had a conference call with the parties on February 17,
8 2016.
9

10 3. The parties met in person with the Special Master on March 1, 2016. The
11 parties worked on identification of the property to be divided and signed their fee
12 agreement with the Special Master.
13

14 4. Husband has exclusive use of the parties' cabin located in Prescott, and
15 Wife has exclusive use of the parties' marital residence located in Carefree. In order to
16 allow for inventory lists to be completed, each party inventoried the other party's
17 residence with a third party neutral and deadlines were set for submitting inventories.
18

19 5. An evidentiary hearing was set for July 13, 2016 and deadlines were
20 ordered in the Special Master Order filed May 31, 2016.

21 6. Wife obtained counsel, and at the request of Wife's counsel, the
22 evidentiary hearing was continued to July 28, 2016.
23

24 7. Husband obtained counsel. A conference call between the Special Master
25 and counsel for the parties was held on July 14, 2016.
26

1 8. Due to Wife's schedule, the evidentiary hearing was reset to August 11,
2 2016, and deadlines were ordered in the Special Master Order filed July 19, 2016.

3 9. Husband submitted his Pretrial Statement on August 9, 2016. Wife
4 submitted her Pretrial Statement on August 10, 2016.

5 10. The evidentiary hearing was held on August 11, 2016. Husband was
6 represented by counsel, Amy Urness, and Wife was represented by counsel, Timothy
7 Steadman.
8

9 11. Neither party requested a court reporter be present.

10 12. Husband and Wife were sworn. Dana Gonder was sworn and testified.
11 Husband testified. Wife testified. The following exhibits were admitted in evidence:
12 1-8, 11-13, 15, 17-33.
13

14 13. The parties agreed Wife would deliver jewelry after the hearing to
15 Husband's jewelry appraiser; an appraisal would be prepared and distributed; and it
16 would be admitted into evidence.
17

18 14. The parties agreed Wife would seek counsel on the issue of reporting guns
19 stolen as outlined below, and Wife would report back through counsel.
20

21 15. The Special Master took the matter under advisement.

22 Later. . .

23 16. Husband presented his jewelry appraisal. It was marked as Exhibit 34 and
24 admitted in evidence.
25

26 17. Wife has not reported back on the issue of reporting the guns stolen.

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II. FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDERS

A. Property Division

A.R.S. § 25-318 states, in pertinent part, as follows:

§ 25-318. Disposition of property; retroactivity; notice to creditors; assignment of debts; contempt of court

A. In a proceeding for dissolution of the marriage, or for legal separation, or in a proceeding for disposition of property following dissolution of the marriage by a court which previously lacked personal jurisdiction over the absent spouse or previously lacked jurisdiction to dispose of the property, the court shall assign each spouse's sole and separate property to such spouse. It shall also divide the community, joint tenancy and other property held in common equitably, though not necessarily in kind, without regard to marital misconduct. ...

B. In dividing property, the court may consider all debts and obligations that are related to the property, including accrued or accruing taxes that would become due on the receipt, sale or other disposition of the property. The court may also consider the exempt status of particular property pursuant title 33, chapter 8.

The Special Master heard testimony with regard to the community or sole and separate nature of the personal property and takes that testimony in consideration in making the findings and orders.

1. Firearm Collection

The parties have a significant gun collection. Some guns are in the possession of Husband at the cabin; some were in the possession of Wife from the cabin; and some were in the possession of Wife at the marital residence (although the exact timing is in dispute). The issues to be determined as it relates to the guns are the value of the guns including valuation method, how to distribute the value of guns that Wife testified were

1 stolen from her storage unit, and whether Wife should cooperate in reporting the guns
2 stolen.

3
4 **a. Valuation Method/Value of Guns**

5 Dana Gonder, a pawn shop owner in Carefree, testified he had a relationship with
6 Husband starting in late 2009 or early 2010. He did significant business with Husband
7 and testified Husband was knowledgeable about military guns and paraphernalia as well
8 as other products. Mr. Gonder testified Husband bought guns and very fine jewelry for
9 the purpose of investment. There was no testimony to the contrary.¹
10

11 Husband testified, "If you buy [guns] right," you can sell the gun for what you
12 paid. Therefore, replacement value is an appropriate valuation method. Wife had guns
13 appraised using the replacement value and presented evidence of same in Exhibit 21.
14

15 **b. Distribution of value of guns stolen**

16 Husband testified on November 25, 2014, Wife entered the cabin where he was
17 living and removed the contents of the safe and personal effects including a significant
18 number of guns. Wife agrees and testified at a time she does not remember, she went to
19 the cabin and took guns out of the safe and some other things, including a "very large
20 bag of silver coins, ammunition boxes, some holsters, an expensive scope, night
21 binoculars, and extra holsters for rifles." She also took and later returned some
22 documents to Husband, but no other items were returned to him.
23
24

25
26

¹ The Special Master considered this information with regard to the jewelry division as well.

1 Wife testified she took the items back to the marital residence and had the guns
2 appraised by Kenton Tucker. Mr. Tucker also appraised guns that were located in the
3 marital residence. After appraisal, she opened a storage unit and took all of the items
4 that she took from the cabin to the storage unit.
5

6 Wife testified she would stop at the storage unit periodically when she was in the
7 area and/or when she went to pay her bill and she would check on those items. Wife
8 testified, "Every time I went in, I'd tell the workers 'these are all of the cars that
9 [Husband] drives. He is likely to come to try to get this stuff'."

10 Approximately July 2015, Wife went to the storage unit and checked on the
11 items. Wife testified within two (2) months, the storage unit was broken into and it was
12 emptied.
13

14 Wife did not make a police report. Wife testified she had a conversation with the
15 storage unit worker who indicated Wife could make a police report but there was
16 nothing on any security tape because it is erased every so often. Wife testified she
17 believed Husband was the one who broke into the storage unit so she did not tell
18 Husband. There was no evidence presented that Husband broke into the storage unit or
19 stole the items.
20

21 The guns that were in the storage unit are as follows:
22

- 23 1. Benelli Super Black Eagle, sn U096844
- 24 2. Remington Wingmaster 870, sn T117402V
- 25 3. Remington Wingmaster 870, sn S942494V
- 26 4. Browning Auto 5 Magnum, sn 84640
5. Stevens 22-410

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6. Marlin Camp Carbine, sn 115820044
7. Winchester 75 Target, sn 69092
8. Springfield M1A, sn 126254 with optics
9. Springfield M1A, sn 288151 without optics
10. Springfield M1 Garand, sn 2061429
11. Winchester M1 Carbine, sn 1117515
12. Winchester 94, sn 2445082
13. Winchester 94/22 XTR, sn F691847
14. Winchester 70, sn 181658
15. Winchester 69
16. Winchester 62A, sn 94682
17. Heckler and Koch SL7, sn 15498
18. Arsenal SLR 100, sn MD0798
19. Chinese Government SKS, sn GM1282
20. Anschutz Target, sn 779935A
21. Kimber 82 Classic, sn 1953
22. Ruger M77/22 Allweather, sn 701-93423
23. Remington Nylon 66, sn AP86
24. Colt Sauer Standard Action, sn CR12219
25. Russian Government SKS, sn RH227848
26. JC Higgins 30
27. Stevens 22 Pump, sn M585
28. Savage 24 V Series D, sn D841236
29. Smith and Wesson K-38, sn K139073
30. Smith and Wesson K-22, sn K63723
31. Smith and Wesson Pre-48, sn K367753
32. Smith and Wesson 27-2, sn N214531
33. Smith and Wesson 13-2, sn 3D94406
34. Smith and Wesson 337 Air Lite PD TI, sn CFE4942
35. Heckler and Koch P2000SK, sn 121000227
36. Smith and Wesson Model 60 Stainless
37. Kimber Ultra CDP II custom, sn KU31693
38. Sig Sauer P220, sn G320397
39. Sig Sauer P938, sn 52A003824
40. Springfield Armory XDS 45 Black with laser, sn XS588331
41. Springfield Armory XDS 45 Two-tone with holster

1 There was a dispute about whether certain guns from the marital residence were
2 taken by Husband at the time of separation or put in the storage unit by Wife. Husband
3 testified he did not take those guns at separation. Wife's appraisal of the guns includes
4 guns from the marital residence that were not at the cabin. There was testimony that
5 nothing was returned to Husband (except paperwork) after Wife removed items from the
6 cabin. Therefore, the Special Master finds the guns from the marital residence were put
7 in the storage unit with the other guns that Wife took from the cabin.
8
9

10 Wife had control over the guns and the storage unit. She presented no evidence
11 of Husband stealing the guns or breaking into the storage unit. Wife was responsible for
12 the safekeeping of the property that she took from the cabin and the marital residence.
13

14 **IT IS ORDERED** the value of the guns stolen is charged to Wife in the amount
15 of \$29,699. Of that amount, \$27,549 is community property and \$2,150 is Husband's
16 sole and separate property.

17 **IT IS ORDERED** to the extent the guns are located, Wife is awarded same
18 except for the number 10 above, the Springfield M1 Garland, serial number 2061429,
19 number 11 above, the Winchester M1 Carbine, serial number 1117515, and number 32
20 above, the Smith and Wesson 27-2, serial number N21453, which are confirmed to
21 Husband as his sole and separate property.
22

23 ///

24 ///
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26

1 **IT IS ORDERED** awarding Husband the guns in his possession. Specifically,
2 Husband is awarded the following:

- 3 1. Winchester 12, sn 1720386
- 4 2. Winchester 12, sn 704183
- 5 3. Browning Auto 5, sn 3G7097
- 6 4. Beeman RI
- 7 5. Winchester 94/22 XTR Classic, sn F546470
- 8 6. Winchester 94/22 XTR Traditional, sn F341221
- 9 7. Winchester 94/22 Magnum, sn F281505
- 10 8. Winchester 70 Featherweight, sn 463102
- 11 9. Winchester 70 Featherweight, sn 440216
- 12 10. Winchester 70, sn 579765
- 13 11. Winchester 63, sn 147473A
- 14 12. Winchester 61, sn 224367
- 15 13. Browning Auto Take Down, sn 5T117602
- 16 14. FN PS 90, sn FN 087369
- 17 15. Heckler and Koch USC 45 Carbine, sn 47-008124
- 18 16. Heckler and Koch P2000, sn 124-000132
- 19 17. Sig Sauer P226 Elite, sn U857441
- 20 18. Sig Sauer P220, sn G256726
- 21 19. Sig Sauer P228, sn AKU03662
- 22 20. Heckler and Koch HK45, sn HKU0044691
- 23 21. Colt Cobra L W, sn 14008
- 24 22. Smith and Wesson 28-2, sn K614669
- 25 23. Smith and Wesson K22 Combat Masterpiece, sn K203203

26 The value of the guns awarded to Husband is \$19,675.

c. Wife's participation in reporting stolen guns

Husband testified about his concern that the guns that Wife took are registered to him, and Wife has not reported them stolen. He has attempted to do so, but has been unsuccessful. Husband testified he could not make a report in Yavapai County because

1 the theft occurred in Maricopa County; and he tried to but cannot make a report in
2 Maricopa County because he does not know the details of how they were stolen.

3
4 In order to report the guns stolen, Husband testified he needs Wife's cooperation,
5 specifically that she needs to bring the forms he provided to her to the Maricopa County
6 Sherriff and give them information about the theft.

7
8 Wife testified she would seek counsel on this issue, and would provide
9 information to the Special Master. The Special Master has not received any information
10 from Wife.

11 **IT IS ORDERED** Wife shall cooperate in the process of reporting the guns
12 stolen. Specifically, Wife shall appear at the Maricopa County Sheriff's office on or
13 before September 16, 2016 at 5:00 p.m. with the paperwork provided by Husband, and
14 work through the process of reporting the weapons stolen. Wife shall provide proof of
15 her report to Husband on or before September 18, 2016.

17 **2. Distribution of the Cabin**

18 The parties own Cabin in the At the time of
19 separation, Husband moved to the cabin and Wife continued to live in the marital
20 residence in Carefree. The cabin is on federal land and therefore only the structure and
21 no land conveys with the sale of the cabin. There is a special use permit associated with
22 the cabin. The conveyance of the cabin is by bill of sale and not by title.
23
24

25 The Special Master finds the cabin is personal property subject to division.
26

1 Prior to the time the Special Master was appointed, the parties listed the cabin
2 (Exhibit 18) and had an offer from a buyer interested in purchasing the cabin "turn-key"
3 for \$160,000. (Exhibit 19) Husband testified that he accepted the offer and Wife did not
4 because she wanted some items of personal property out of the cabin. The parties
5 negotiated which personal property items should be excluded from the sale. The buyers
6 agreed to almost all of the excluded items and reduced their offer to \$158,000. The offer
7 was not accepted by the parties.
8

9
10 During the Special Master process, the parties received an offer from the same
11 potential buyers to purchase the cabin without the personal property for \$140,000. The
12 parties made a counter offer of \$160,000 with most of the personal property, excluding a
13 few items. The buyers thereafter indicated they were no longer interested.
14

15 Husband has offered to purchase the cabin for \$160,000.

16 **IT IS ORDERED** awarding Husband the Cabin, subject to any liability
17 associated therewith. Wife is awarded \$80,000 subject offsets as outlined herein. Wife
18 shall sign any necessary documents to transfer ownership within five (5) days of
19 presentation of same.
20

21 **3. Personal Property in the Carefree Residence**

22 The Carefree residence is on the market for sale and currently under contract, set
23 to close in the near future. There are many items of personal property in the Carefree
24 residence and some items from that residence are located in Wife's storage unit. The
25 dispute over the personal property in the Carefree residence surrounds the value of same,
26

1 and both parties testified neither has the desire to keep most items or the space to store
2 such items. The parties attempted to agree upon selling and splitting the proceeds from
3 the sale of the items, however time is of the essence and the Special Master does not feel
4 it appropriate to bind the parties together any longer.
5

6 Husband provided testimony and exhibits including Exhibits 1-8 representing
7 what he believes replacement value would be for several items in the house. Wife
8 objects to using replacement value for these items indicating they should be valued at
9 liquidation value. Husband argues replacement value should be used because Wife used
10 replacement value as the method evaluation for the guns.
11

12 The Special Master does not believe replacement value is appropriate for the
13 items of personal property in the marital residence, however Wife did not present
14 evidence of the value of the items in the marital residence, and therefore there is no other
15 valuation in evidence. ² The Special Master finds an equitable distribution of the
16 property from the Carefree residence is outlined below.
17

18 For ease of understanding the distribution of property in the marital residence, the
19 Special Master uses the outline and numbering in Husband's Exhibit 31.
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² Wife testified to certain items and her belief that Husband's value was incorrect.

1 **IT IS ORDERED** awarding Wife the following items from the Carefree
2 residence and/or moved from the Carefree residence:

3
4 **Master Bedroom**

- 5 1. King bedroom set; 2 night stands, dresser, armoire
6 2. 2 lamps
7 3. Armless chair
8 4. Tan leather reclining chair with matching ottoman
9 5. Wife's mink coat
10 6. Pawn shop sewing machine
11 7. Black leather sofa
12 8. Sliding coffee table
13 9. Japanese silk screen above bed
14 10. 42 inch TV and DVD player
15 11. Silk rug

16 **Hallway**

- 17 1. Small wicker table
18 2. Pot with glass top
19 3. 2 pictures (fine art – purple flowers from Ann Arbor home)
20 4. Dyson vacuum cleaner

21 **Office**

- 22 1. Steel table from Baselle's
23 2. Daybed
24 3. Small Lazy Boy recliner
25 4. Wicker golf bag and magazine rack
26 5. Family ski pictures (1/2)
 6. Assorted DVDs and CDs
 10. Oriental wall unit with 2 night stands

Living Room

1. Sofa
 2. 2 chairs with matching ottomans
 3. 2 flower chairs

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4. Cherry sofa table
5. Wall pottery and decorations
6. Herend fireplace figures
7. 2 Japanese standing lamps
8. Korean foot locker with Kongi symbols
9. 2 small chair tables
10. Zebra striped box and white bone china bowl

Dining Room

1. Table and buffet cabinet
2. 9 x 11 ft. wool rug
4. Vienna regulator clock
5. Royal Doulton China (service for 12 with multiple serving pieces)
6. Crystal glassware set

Foyer

1. Casey chair
2. Korean blanket chest
3. Carved bench
4. Round wall mirror
5. Black wool entry rug

Kitchen

1. 4 bar stools
2. Kitchen table with 4 chairs

TV Room

1. 72 inch Mitsubishi TV with receiver and DVD player
2. 2 paisley chairs
3. 2 side tables
4. Coffee table
5. Leather sectional
6. Large overstuffed leather recliner
7. Standing floor lamp
9. Pottery and decorations on walls - Egyptian art (3) and Japanese wood block prints (4-5).

- 1 10. Woven Japanese rope basket
- 2 11. Old Japanese weapons on wall
- 3 12. 2 large Japanese pottery urns/bowls

4 **Guest Room 1**

- 5 1. Queen bed set, 2 night stands, dresser, and wicker armoire
- 6 2. Wool rug at entryway
- 7 3. Korean money chest at entry
- 8 4. TV and DVD player
- 9 5. Japanese art – 3 pieces

10 **Guest Room 2**

- 11 1. 2 twin beds
- 12 2. Desk and chair
- 13 3. Small Lazy Boy recliner

14 **Patio**

- 15 1. Bamboo table with glass top and 4 chairs
- 16 2. Sofa
- 17 3. 2 chairs with ottomans
- 18 4. Coffee table
- 19 5. Sofa table
- 20 6. 3 bar stools

21 **Upper Deck**

- 22 1. Pub table with 2 chairs

23 **Entry at Front Door**

- 24 1. Chair
- 25 2. Bench
- 26 3. 2 rockers, 1 pot

Garage

- 2. Oak-topped work bench
- 3. Bakers rack
- 6. Small generic gun safe

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- 9. Leaf blower
- 10. Car jack
- 11. Miscellaneous yard tools
- 14. Golf clubs
- 16. Onkyo stereo system

IT IS ORDERED awarding Husband the following items from the Carefree residence and/or moved from the Carefree residence:

Master Bedroom

- 13. Sterling silver and black onyx string tie

Office

- 5. Family ski pictures (1/2)
- 7. 2 Mazen Khatib books
- 9. Leather U.S. Army Officer's swagger stick

Dining Room

- 3. Admiral Nelson grandfather clock

TV Room

- 8. Japanese "NALDEC" bronze statue

Garage

- 1. Weight bench and set
- 4. Stationary bike
- 8. Air compressor
- 12. Pedestal grinder
- 13. Casey medicine cabinet
- 15. Small Gerstner wood tool box
- 17. Welding outfit
- 18. Ammunition (assorted)
- 19. Black Pelican rifle case

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- 20. Snap-on tool box with all tools including any tools stamped with the initials BH and tools from Ford Motor Company
- 21. George Bush letter to Husband

Husband is also confirmed his father's bar and is awarded the chainsaw from the Carefree residence.

The parties have previously agreed the following items shall be sold with the marital residence:

Patio

- 7. Gas grill
- 8. Small refrigerator

Garage

- 5. Browning gun safe

Each party is awarded one-half of the family photos and videos.

4. Granite Basin Cabin Contents

Husband testified when the parties purchased the cabin, they purchased it with "old, rustic, used, left over, cabin furniture." Some personal property was purchased by the community. Husband estimates the total of the furniture and furnishings excluding guns and other items he testified that had a value in excess of \$500, are worth \$3,000.

Husband is awarded the contents of the cabin, excluding those items awarded to Wife and the Special Master finds this is an equitable distribution of the property from the cabin.

For ease of understanding the distribution of property in the cabin, the Special Master uses the outline and numbering in Husband's Exhibit 27.

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IT IS ORDERED awarding Husband the following items:

Master Bedroom

1. Queen Maple bed
1. 2 black dressers and 2 black night stands
2. Vanity and small chair
3. Hope chest
4. 2 Army coat racks
5. 8 x 12 pink rug
6. Birch tree mirror

Hallway Closets

1. Champion Gun safe plus Swarovski binoculars, and gun holsters
2. Knife collection
3. Cleaning equipment (assorted)
4. Assorted DVDs

Kitchen

1. One (1) kitchen table set
1. Blue buffet chest
2. French press and pitchers
3. Miscellaneous small appliances (coffeemaker, toaster, blender, etc.)
4. Dishes and glasses and bakeware and flatware
5. Pots and pants

Living Room

1. Burgundy queen sleeper sofa
2. 2 yellow flower chairs
3. 2 burgundy Lazy Boy recliners
4. Leather ottoman
5. 9 x 11 wool rug
6. 1 end table
8. Black dining table with matching armoire
9. Copper cookware
10. Horse trough with afghan and blankets
11. Antique bathtub

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- 13. Emerson fan
- 14. 4 wood bar stools
- 15. 2 table lamps
- 16. Headphones
- 17. Old Philco radio

Bedroom 2

- 1. Queen bed with 2 night stands
- 2. Bench
- 3. Camping packs and supplies, except the blue backpack awarded to Wife
- 5. Assorted paperback books

Loft

- 1. 6 twin mattresses and bedding
- 2. Air mattress and sleeping bags
- 3. 6 loaded ammunition cans
- 4. Holster collection
- 5. 2 binoculars
- 6. Caps, belts, clothing, etc.

Other

- 1. Barbecue grill
- 2. Dog equipment
- 3. 3 porch rocking chairs
- 4. Hammock
- 5. Yard tools (hose, shovel, rake, etc.)
- 7. Dyson vacuum cleaner
- 8. 2 square storage boxes
- 9. Picnic table
- 10. Outdoor furniture – 2 black tables and 4 chairs
- 11. Ecco 16" chain saw
- 12. Power washer
- 13. Yamaha generator 6500 watts
- 14. Machinist tool chest

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IT IS ORDERED awarding Wife the following items from the cabin:

Kitchen

- 1. One (1) kitchen table set

Living Room

- 7. The reindeer table
- 12. 4 oil lamps

Bedroom 2

- 3. Wife's blue backpack
- 4. White hospital stool and chair

Loft

- 7. "Walky-talky" set
- 8. Pewter candlesticks and mug
- 9. Toys, books, little chair, etc. belonging to granddaughter, Paige

Other

- 6. Yellow wrought iron yard furniture – 4 chairs and 5 tables (4 small leaf tables and 1 small round table)

5. Items Gifted

The parties testified that each has gifted or otherwise given away certain items of personal property that the other party has requested be returned. Husband requests his golf clubs and his ostrich cowboy boots be returned. Wife testified she gave them away. Wife requests the human skull be returned to her. Husband testified he gave it away.

The Special Master finds the items are of similar value, the items Wife gave away offset the item Husband gave away, and the Special Master declines to order either party to return those items to the other.

1 **6. Jewelry**

2 Exhibit 24 is Wife's appraisal of the jewelry. Throughout the Special Master's
3 involvement, Husband has repeatedly requested the opportunity to obtain his own
4 appraisal of the jewelry, and Wife had the jewelry in her possession. Wife did not
5 cooperate with Husband's requests, the Special Master's instruction or emails sent to
6 Wife's counsel (although those emails may not have been received by Wife's counsel).
7 At trial, the parties agreed and the Special Master allowed for an additional appraisal to
8 be done on the jewelry.
9

10 Wife testified the values listed on her appraisal represented what the jeweler
11 would pay her for the jewelry. Husband objected to the way in which Wife had the
12 pieces valued.
13

14 Wife delivered the jewelry to Husband's appraiser after trial and the jewelry was
15 appraised using insurance replacement value. Husband's position is that the jewelry
16 should be appraised in the same fashion as the guns. Husband's appraisal is marked as
17 Exhibit 34.
18

19 There is a dispute about the number of items Wife presented to Husband's
20 appraiser to be appraised, specifically that she had fifteen (15) items appraised by her
21 appraiser; she presented eighteen (18) items for Husband's appraiser to appraise; and she
22 had items in her hand that she did not give to Husband's appraiser.
23

24 Wife believes the total value of 15 pieces of jewelry is \$20,695. Husband
25 believes the total value of eighteen (18) pieces of jewelry is \$148,040. The Special
26

1 Master finds neither valuation is appropriate, but has no other evidence of value. Based
2 on all of the information presented and after calculation, the Special Master finds the
3 value of the jewelry is \$75,000.
4

5 **IT IS ORDERED** awarding Wife the following pieces of jewelry.

- 6 1. One (1) 18K yellow gold tourmaline ring
- 7 2. One (1) 22" 18K yellow gold fancy chain
- 8 3. One (1) pair of 14k yellow gold six (6) prong screwback diamond
earrings
- 9 4. One (1) pair of 18K yellow gold sapphire and diamond earrings
- 10 5. One (1) 15" 18K yellow gold and platinum fancy chain
- 11 6. One (1) 18K white/yellow gold diamond and sapphire bracelet
- 12 7. One (1) pair of 18K yellow gold tourmaline earrings
- 13 8. One (1) 14K yellow gold amethyst ring
- 14 9. One (1) 14K yellow/white gold four (4) prong solitaire ring
- 15 10. One (1) 18K yellow gold ruby and diamond ring
- 16 11. One (1) 18K yellow gold sapphire and diamond ring
- 17 12. One (1) 18K yellow gold Audemars Piguet Geneve watch
- 18 13. One (1) 14K yellow gold bracelet
- 19 14. One (1) pair of 18K yellow gold ruby and diamond earrings
- 20 15. One (1) 18" 14K yellow gold fancy chain
- 21 16. One (1) 14K yellow gold diamond band
- 22 17. One (1) 21K yellow gold bracelet
- 23 18. One (1) 14K yellow gold citrine ring

24 **7. Gold and Silver Coins**

25 Wife testified she removed a large bag of coins from the cabin and put those in
26 the storage unit. Later, those coins were stolen. The only value presented was Husband
estimating at \$1,000.

1 There are additional coins in Husband's possession. Husband testifies the value
2 of same is \$8,200.

3 **IT IS ORDERED** the value of the coins stolen is charged to Wife. Wife is
4 awarded the additional coins in Husband's possession.
5

6 **8. Missing Property**

7 In addition to the other missing property as outline above, there were items both
8 parties testified to be missing and possibly in the other parties' possession. Wife
9 testified she has a storage unit with significant property from the marital residence where
10 some of these items may be located. Husband testified some of the items were in the
11 cabin safe and were removed by Wife.
12

13 **IT IS ORDERED** confirming the Hamilton Aviator Watch, Longines Vietnam
14 War Watch, gold and black onyx Masonic ring, Masonic bible, and the world globe
15 received from Husband's 20-year Ford anniversary to Husband. Husband is also
16 awarded the Holland and Holland Swiss watch, the Brownell master screwdriver set
17 from the cabin, and his extra keys on Albion College key ring. Husband testified he is
18 not in possession of any of these items. To the extent Wife locates the following in the
19 storage unit or otherwise, she shall return these items to Husband.
20

21 With regard to other missing property, **IT IS ORDERED** the parties shall return
22 any property he/she finds that was awarded to the other party within five (5) days of
23 locating the property.
24

25 ///
26

1 **B. Special Master Fees**

2 Arizona Rules of Family Law Procedure, Rule 72(A) outlines, “[c]ompensation
3 of the family law master shall be allocated by the court and shall be treated as a taxable
4 cost.” The court in this matter ordered the parties to pay to “each pay one-half of the
5 Special Master fees subject to reallocation by the Special Master if deemed appropriate.”
6

7 The parties signed the Special Master’s Fee Agreement for Special Master
8 Services and agreed:
9

10 Petitioner, Tom Hutchison, shall advance fees up to \$5,000
11 with a \$2,500 advance fee deposit and a replenishment of an
12 additional \$2,500. We have agreed Respondent, Patricia
13 Mickle shall reimburse her one-half of the fees to Tom upon
14 receipt of the sale proceeds from real property. We shall both
15 provide a credit card for his/her one half share of any fees in
16 excess of \$5,000, and understand that if we do not, the
17 Special Master will not continue working on the matter.

18 Arizona Revised Statutes § 25-324 states, in pertinent part, as follows:

19 The court from time to time, after considering the financial
20 resources of both parties and the reasonableness of the
21 positions each party has taken throughout the proceedings,
22 may order a party to pay a reasonable amount to the other
23 party for the costs and expenses of maintaining or defending
24 any proceeding under this chapter or chapter 4, article 1 of
25 this title. On request of a party or another court of competent
26 jurisdiction, the court shall make specific findings concerning
the portions of any award of fees and expenses that are based
on consideration of financial resources and that are based on
consideration of reasonableness of positions. The court may
make these findings before, during or after the issuance of a
fee award.

 This case has been highly contested, convoluted and difficult. Neither party

1 presented evidence of disparity of financial resources, although throughout the process,
2 Wife has complained of lack of resources. Husband made any and all payments to the
3 Special Master to date totaling \$7,505.00, subject to repayment from Wife.
4

5 Wife's actions, whether intentional or unintentional, have caused a substantial
6 increase in the cost of the process. She regularly did not meet deadlines, even those
7 extended for her. She did not cooperate with allowing Husband access to her storage
8 unit or allowing Husband to have the jewelry appraised, despite warnings of possible
9 sanctions from the Special Master. Husband was unable to appraise the jewelry until
10 after the trial.
11

12 The Special Master believes an extreme lack of understanding of the process
13 and/or other unknown concerns or issues of Wife contributed to her actions despite help
14 from counsel and instruction from the Special Master. Some of Wife's positions were
15 unreasonable, specifically not allowing Husband access to the storage unit or allowing
16 the jewelry to be appraised. Therefore, Wife is ordered to bear \$2,000 of the Special
17 Master fees.
18

19 The parties have an outstanding balance due to the Special Master of
20 approximately \$7,500. Husband has agreed to pay his portion from the sale of the
21 Carefree residence and include escrow instructions to the title company.
22

23 **IT IS ORDERED** Husband shall instruct the title company for the Carefree
24 residence to include escrow instructions to pay \$7,500 to the Special Master from his
25 portion of the proceeds of the marital residence, subject to offset outlined below,
26

1 **III. RECOMMENDATIONS**

2 Based on the foregoing, the Special Master recommends the parties' property
3 should be divided as outlined above. The division is equitable. There should be offsets
4 as follows:
5

6 Wife was awarded/charged with \$27,549 in community property guns and \$2,150
7 of Husband's sole and separate guns. Therefore, Wife owes Husband \$13,774.50 for his
8 one-half of the community property guns and \$2,150 for Husband's sole and separate
9 guns that were stolen.
10

11 Wife was awarded/charged with \$9,200 in coins, and jewelry with a value of
12 \$75,000. Therefore, Wife owes Husband \$4,600 for his one-half of the coins, and
13 \$37,500 for his one-half of the jewelry.
14

15 Husband was awarded \$19,675 in guns and \$160,000 in the cabin asset.
16 Therefore, Husband owes Wife \$9,837.50 for her one-half of the guns and \$80,000 for
17 her one-half of the cabin.
18

19 As it relates to property, the total owed from Wife to Husband is \$58,024.50. The
20 total owed to Husband to Wife is \$89,837.50. Therefore, Husband owes Wife \$31,813.
21

22 As it relates to Special Master Fees, after Husband's payment of \$7,500 to the
23 Special Master, Wife owes Husband \$9,502.50.
24

25 \$31,813 minus \$9,502.50 leaves a balance owed to Wife from Husband of
26 \$22,310.50 as a full and final equalization of the personal property and Special Master
Fees. Husband shall pay Wife the sum of \$22,310.50 within 30 days of the date of this

1 order.

2 If the parties cannot agree on how to exchange the personal property awarded
3 above, the following procedure shall be followed. In recognition of the Order of
4 Protection in place, the parties shall exchange property with a third party neutral.
5

6 Husband shall propose to Wife two (2) options of dates when he would like to go
7 to the Carefree residence before the closing. Wife shall select one of the dates and on
8 that date, Husband can go to the residence to retrieve his personal property. The same
9 process shall occur with the cabin. Wife shall propose to Husband two (2) options for
10 dates before September 30, 2016 where she shall retrieve her items from the cabin.
11 Husband shall choose one (1) date.
12

13 To the extent property is not located in either of those locations, and has not been
14 recognized as missing in this process, the party in possession of same shall make
15 arrangements through counsel to have those items exchanged prior to the closing of the
16 marital residence or shall make the items available in the marital residence prior to
17 closing.
18

19 DATED this 2nd day of September, 2016.
20

21 ARIZONA MEDIATION INSTITUTE
22

23
24
25 Andi J. Paus
3131 E. Camelback Rd., Suite 230
Phoenix, Arizona 85016
Special Master
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ORIGINAL of the foregoing hand-delivered this 2 day of September, 2016 to:

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Attorneys for Respondent/Wife

By:.

EXHIBIT M

< Requests

Annoying Andi Paus is unethical, sides with men as single woman. Omitted facts pertaining information to mediation which she lacks understanding of the rules, overstepped her bounds from personal items and included real estate, which she gave to to husband. I can only afford to rent a room in a house. She hated me; I have physical and mental disabilities.

Ignore

Accept



Sugges... Search Requests Contacts Friends Out

FRIEND REQUESTS

