

IN THE SUPREME COURT OF THE STATE OF MONTANA

SUPREME COURT CAUSE NO. DA 23-0165

IN RE THE MARRIAGE OF)
)
CHELSEA RENAE WILSON,)
)
Petitioner/Appellee,)
)
and)
)
MARK ALAN WILSON,)
)
Respondent/Appellant.)

**APPENDIX TO
OPENING BRIEF OF
RESPONDENT AND
APPELLANT**

On Appeal from the Montana Thirteenth Judicial
District Court, Yellowstone County
Lower Court Docket No. DR-56-2021-409
Before District Judge Donald L. Harris

APPEARANCES:

Attorney for Appellant:

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In Re Marriage of: Chelsea Renae Wilson and Mark Alan Wilson

Case No. DA 23-0165

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MONTANA THIRTEENTH JUDICIAL DISTRICT COURT
YELLOWSTONE COUNTY

CHELSEA RENAE WILSON,)
)
) Petitioner,)
)
) vs.)
)
) MARK ALAN WILSON,)
)
) Respondent.)

CAUSE NO. DR 21-409
JUDGE DONALD L. HARRIS
**FINDINGS OF FACT, CONCLUSIONS OF
LAW AND FINAL DECREE OF
MARITAL DISSOLUTION**

On April 4th and May 23rd of 2022 the Court conducted a non-jury trial in this case. Both parties appeared and were represented by counsel. After considering the evidence presented, as well as the parties' proposed Findings of Fact and Conclusions of Law, the Court makes the following Findings of Fact:

FINDINGS OF FACT

1. Petitioner Chelsea Wilson and Respondent Mark Wilson were married on November 10, 2016 in Billings, Yellowstone County, Montana.
2. Chelsea and Mark both have resided in Yellowstone County, Montana for longer than 90 days before the Petition for Marital Dissolution was filed.
3. The parties' marriage is irretrievably broken due to serious marital discord which adversely affects the attitude of both parties toward their marriage and there is no reasonable prospect of reconciliation.
4. The parties have two children: A.C.W. born in May 2014 and C.A.W. born in May 2017.

1 5. Chelsea is 33 years old and Mark is 32 years old. Chelsea and Mark began dating
2 in June 2013 and moved in together in August 2013. Chelsea soon became pregnant with their
3 first child. Chelsea and Mark moved from their apartment into their home in late February or early
4 March of 2014.

5 6. Chelsea obtained her bachelor's degree in 2011 and was working at the
6 Yellowstone Boys and Girls Ranch when she and Mark began living together. Chelsea stopped
7 working a few months after she became pregnant.
8

9 7. Chelsea testified that she and Mark agreed that Chelsea should not work outside the
10 home so she could care for their children. Chelsea was not employed outside the home from
11 approximately the Fall of 2013 until January 2022. Mark testified that he disagreed that he wanted
12 Chelsea to stay home with the children and not work outside the home. Mark testified that he
13 repeatedly asked Chelsea to return to work so that he could find employment that would not
14 require him to travel. The Court finds Chelsea's testimony to be more credible on this issue.
15 Nothing prevented Mark from finding employment in Billings if he wanted to do so.
16

17 8. Mark has worked primarily in the oil industry before and during the parties'
18 marriage. Mark's work in the oil industry has taken place outside of Montana and has required
19 him to be away from home for weeks or even months at a time. Chelsea has cared for the children
20 by herself when Mark has been out of state working. At the time of trial Mark was working in
21 Colorado on a schedule that required him to be gone for 21 days in a row each month.
22

23 9. Chelsea and Mark have, by written stipulation, agreed to adhere to the terms of the
24 Guardian Ad Litem's Proposed Final Parenting Plan submitted to the Court by Juli Pierce on May
25 25, 2022. The Court has reviewed the terms of Ms. Pierce's Final Parenting Plan and finds that it
26 is in the children's best interests to approve and adopt Ms. Pierce's Proposed Final Parenting Plan
27 as the Final Parenting Plan in this case.

1 10. The Court also finds that the parties have stipulated to how the children are to be
2 claimed as dependent exemptions for tax purposes. The parties have agreed that each party will
3 claim one child for tax purposes until the oldest child is no longer eligible at which time the parties
4 shall alternate claiming their youngest child for tax purposes. The Court finds the parties'
5 stipulation to be fair and reasonable.

6 11. As discussed below, the Court equitably apportions the parties' assets and liabilities
7 as set forth on Exhibit 1 attached hereto. Pursuant to the factors set forth in Mont. Code Ann. § 40-
8 4-202(1), the Court is equitably apportioning property acquired before and after the parties were
9 married. The Court finds that the parties began living together in August 2013, that Chelsea
10 became pregnant soon thereafter, that Chelsea stopped working a few months after she became
11 pregnant, that Chelsea and Mark agreed Chelsea would stop working to stay home to care for their
12 children, that they purchased a home and moved into the home in February or early March of 2014,
13 that their first child was born in May of 2014, that they were married in November of 2016, and
14 that their second child was born in May of 2017. The Court finds that Chelsea has been the
15 primary caretaker of the parties' children since their birth and has provided daily care,
16 maintenance, and provisioning of the family home since it was purchased. With Mark working out
17 of state for weeks and months at a time, Chelsea's contributions as a homemaker and caregiver
18 have been substantial. Those contributions clearly facilitated the maintenance of the family home
19 as well as the health and welfare of the parties' children.

20 12. In January 2022 Chelsea resumed working at the Yellowstone Boys and Girls
21 Ranch. She earns \$15.20 an hour and works 30 hours a week as a behavioral specialist. Chelsea
22 would earn \$23,712.00 a year before taxes working 30 hours a week. She would earn \$31,616.00 a
23 year before taxes working 40 hours a week.
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1 13. Based upon the evidence presented, Mark's annual income appears to vary between
2 \$17,640.00 and \$21,000.00 a month before taxes. At \$17,640.00 a month, Mark's annual income
3 would be \$211,680.00. At \$21,000.00 a month, his annual income would be \$252,000.00.

4 14. The Court finds that Mark's earning capacity is far higher than Chelsea's earning
5 capacity and that he has far greater opportunities to acquire capital assets and to increase his
6 income in the future. Mark's higher earning capacity is due, in part, to the nature of his work in the
7 oil industry and, in no small part, to Chelsea's commitment to stay home to raise the parties' two
8 children which enabled Mark to work out of state for weeks and months at a time.

9 15. The Court adopts Mark's valuation of the parties' 1433 Peony Drive residence as
10 well as the mortgage amount owing at the time of trial. The Court declines, however, to credit him
11 with premarital equity of \$60,837.00 as he requests. Though the parties did not marry until
12 November 2016, the parties had been living together and Chelsea was pregnant with their first
13 child when they moved into their home in 2014. The Court finds that Chelsea's premarital
14 nonmonetary contributions to the care and maintenance of the family home before their November
15 2016 marriage were continuous and substantial. It would be inequitable for Chelsea not to share
16 equally in the home's appreciation in value since the parties first moved into the home in 2014.

17 16. The Court finds Chelsea's valuation of the 2012 Dodge Ram to be more credible
18 than Mark's valuation. The Court further finds that the 2012 Dodge Ram was maintained and
19 improved through repairs and after market parts since the parties began living together in early
20 2014. The Court finds that Chelsea's nonmonetary contributions as a homemaker both before and
21 after their marriage entitle her to share equally in the value of the 2012 Dodge Ram.

22 17. The Court values the 2022 Chevy Silverado based upon the actual cash selling price
23 of \$67,840.00 and the balance due of \$61,576.00 as set forth in the sale documents. Respondent's
24 Ex. X.

1 18. The Court finds Chelsea's valuation of the 2019 Dodge Caravan to be more
2 credible than Mark's valuation.

3 19. The Court finds Mark's valuations of the 2015 Jayco Eagle Camper and Enclosed
4 Trailer to be more credible than Chelsea's valuations.

5 20. The Court values the Tools, Garage, and Shop items at \$10,000.00. This valuation
6 is midway between Mark's valuation of \$7,500.00 and Chelsea's valuation of \$15,000.00. The
7 Court finds that while Mark had tools that he purchased or were given to him before the parties
8 began living together, the Court also finds credible Chelsea's testimony that Mark bought tools and
9 related items so that he could work on vehicles in their garage during the parties' marriage. Given
10 the limited and conflicting evidence about the tools, the Court finds that \$10,000.00 is a fair and
11 equitable value to place on the Tool, Garage and Shop items.
12

13 21. The Court adopts Mark's valuation of the Baker Hughes Pension. Mark testified
14 that he worked for Baker Hughes between 2011 and 2015. He was laid off in 2015. Mark
15 contends that because no contributions were made to the Baker Hughes Pension Fund during the
16 parties' marriage, the entire amount should be excluded from the parties' marital estate and not
17 apportioned. Mark did not present any evidence of the amount, if any, in the Baker Hughes
18 Pension Fund account when the parties began living together in 2013 or when Chelsea became
19 pregnant with their first child shortly thereafter. Nor did Mark present any evidence of how the
20 Baker Hughes Pension Fund account has increased in value after he was laid off in 2015. The
21 Court finds that Chelsea's nonmonetary contributions as a homemaker from when the parties
22 began living together in 2013 to the time of trial in 2022 entitle her to an equitable interest in the
23 Baker Hughes Pension Fund. By agreeing to stay home to raise their children Chelsea lost her
24 opportunity to establish her own retirement benefits through outside employment for over 8 years.
25 Equity requires the Court to include the Baker Hughes Pension Fund in the parties' marital estate.
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1 22. Mark testified that he purchased and paid off the 2012 Polaris RMK snowmobile
2 before the parties met in 2013. The Court finds Mark's testimony to be credible. The Court finds
3 that the snowmobile should be excluded from the parties' marital estate.

4 23. Mark testified that he owns six guns, five of which he bought before the parties
5 married. Chelsea testified that Mark purchased more than one gun during their marriage. Except
6 for one of the guns for which she had a purchase receipt, Petitioner's Ex. 4, Chelsea was not able to
7 have the other guns valued. Mark removed all of the guns from the gun safe in the garage when
8 Chelsea was not home. Chelsea estimated that the value of all of the guns would be about
9 \$15,000.00.
10

11 24. The Court lacks sufficient information to value any of the guns except for the gun
12 identified by Ex. 4. The Court values that gun with accessories at \$1,969.97.

13 25. The Court finds that Chelsea's father gave the parties a gun safe. The Court finds
14 that the gun safe should be valued at \$1,400.00.

15 26. The parties have agreed upon, or do not contest, the other asset and liability
16 valuations set forth on Exhibit 1. At trial neither party presented evidence upon which the Court
17 could value their household furnishings. Mark testified that he did not want any furniture except
18 for the kitchen table and chairs. Chelsea did not object to Mark's request. Except for the kitchen
19 table and chairs, Chelsea shall be entitled to the remaining household furniture and contents.
20

21 27. The Court finds that given that the parties began living together in 2013, their
22 marriage in 2016, and their agreement that Chelsea not work outside the home, it is fair and
23 equitable to apportion their marital estate equally between the parties. As set forth on Exhibit 1.
24 Mark will be required to pay Chelsea the sum of \$81,750.84 to equalize each party's share of their
25 marital estate.
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FINAL DECREE OF MARITAL DISSOLUTION

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. That the parties' marriage is dissolved;
2. That the parties' marital estate shall be equitably apportioned as set forth in Exhibit 1 attached hereto;
3. That the Guardian Ad Litem's Proposed Final Parenting Plan and the Stipulation Regarding Final Parenting Plan and Child Support are approved and adopted as the Final Parenting Plan in this case. The parties shall comply with the terms of the Final Parenting Plan;
4. That the parties shall comply with the terms of their Stipulation on how the children are to be claimed as dependent exemptions for tax purposes as set forth in paragraph 10 of the Findings of Fact;
5. That Respondent Mark Wilson shall have 90 days from the date of this Final Decree to refinance the mortgage on the 1433 Peony Drive marital residence without Petitioner Chelsea Wilson being obligated on the new mortgage;
6. That Respondent Mark Wilson shall have 45 days from the date of this Final Decree to pay Petitioner Chelsea Wilson the equalization payment of \$81,750.84 as set forth on Exhibit 1 attached hereto;
7. That the parties shall promptly execute all documents necessary to transfer any property interest necessary to give full force and effect to distributing the marital estate as set forth in Exhibit 1 attached hereto;
8. That, unless stipulated to, Petitioner's counsel shall file an affidavit setting forth the amount of reasonable attorney's fees and costs Chelsea seeks to recover. The affidavit shall set forth in detail counsel's hourly rate, dates work was performed, the time spent, and a brief description of the work performed on each date. The affidavit also shall include an itemized

1 accounting of all costs sought to be recovered. The affidavit shall be filed and served within 10
2 days of the date of this Final Decree; and

3 9. That within 14 days of service of the affidavit filed by Petitioner's counsel, the
4 Respondent shall file objections, if any, to the amounts sought by Petitioner. Respondent's
5 objections must identify each amount being objected to and set forth the basis for each objection.
6 Respondent's counsel shall also disclose by affidavit the amount of attorney's fees and costs for
7 which she has or will bill the Respondent through trial of this case. Upon receipt of the
8 Respondent's objections and affidavit the Court will set a hearing to determine the amount of
9 reasonable attorney's fees and costs to award.
10

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12 DATED this 26th day of August, 2022.

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15 _____
DONALD L. HARRIS, District Court Judge

16 cc: Jill Deann LaRance
17 James Graves
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Marital Estate

DR 21-409

<u>ASSETS</u>			
<u>Description</u>	<u>Value</u>	<u>Chelsea</u>	<u>Mark</u>
1. 1433 Peony Drive	\$ 365,000.00		\$ 365,000.00
2. 2012 Dodge Ram	\$ 28,000.00		\$ 28,000.00
3. 2022 Chevy Silverado	\$ 67,840.00		\$ 67,840.00
4. 2019 Dodge Grand Caravan	\$ 26,000.00	\$ 26,000.00	
5. 2015 Jayco Eagle Camper	\$ 32,500.00		\$ 32,500.00
6. Enclosed Trailer	\$ 5,500.00		\$ 5,500.00
7. 2012 Polaris RMK 800	\$ 3,600.00		Premarital
8. Stockman Bank Checking (Mark 5696)			\$ 775.79
9. Wells Fargo Checking (Mark 3073)	\$ -		\$ -
10. Wells Fargo Savings (Mark 6625)	\$ -		\$ -
11. Wells Fargo Checking (Mark 1078)	\$ 212.66		\$ 212.66
12. Valley Federal Credit Union Savings (Mark 06..)	\$ 25.00		\$ 25.00
13. Valley Federal Credit Union (Chelsea)	\$ -		\$ -
14. Baker Hughes Pension	\$ 19,927.00		\$ 19,927.00
15. Fidelity Investments - Mark	\$ 1,867.46		\$ 1,867.46
16. Wilson Driling, LLC -			
Stockman Bank Business	\$ -		\$ -
Valley Federal Credit Union Savings	\$ 25.00		\$ 25.00
Valley Federal Credit Union Checking	\$ 1,022.90		\$ 1,022.90
17. Tools, Garage, and Shop Items	\$ 10,000.00		\$ 10,000.00
18. Stimulus Check	\$ 5,600.00	\$ 5,600.00	
19. Gun and Gun Safe	\$ 3,369.97		\$ 3,369.97
20. Household Furnishings	\$ -	\$ -	\$ -
<u>TOTAL ASSETS</u>		\$ 31,600.00	\$ 536,065.78

CHELSEA WILSON v. MARK WILSON
 Marital Estate
 DR 21-409

EXHIBIT 1

<u>LIABILITIES</u>	<u>Amount</u>	<u>Chelsea</u>	<u>Mark</u>
<u>Description</u>			
A. Mortgage	\$ 200,576.00		\$ 200,576.00
B. EIDL Business Loan	\$ 42,200.00		\$ 42,200.00
C. 2020 Dept. of Revenue	\$ 2,893.00		\$ 2,893.00
D. 2021 Tax Liability			xx
E. Chase Credit Card (0702)	\$ 15,590.00		\$ 15,590.00
F. Capital One #1 (2965)	\$ 8,380.00		\$ 8,380.00
G. Capital One #2 (3740)	\$ 6,626.00		\$ 6,626.00
H. Wells Fargo Credit Card (3321)	\$ 4,534.00		\$ 4,534.00
I. Camper	\$ 15,259.00		\$ 15,259.00
J. Chelsea's Student Loans	\$ 65,000.00	Premarital	
K. 2019 Caravan	\$ 16,669.90	\$ 16,669.90	
L. 2022 Chevy Silverado	\$ 61,576.00		\$ 61,576.00
<u>TOTAL LIABILITIES</u>		\$ 16,669.90	\$ 357,634.00
Total Assets		\$ 31,600.00	\$ 536,065.78
Total Liabilities		\$ 16,669.90	\$ 357,634.00
<u>NET ESTATE</u>		\$ 14,930.10	\$ 178,431.78
<u>EQUALIZATION PAYMENT</u>		\$81,750.84	\$ (81,750.84)
<u>FINAL NET ESTATE</u>		\$ 96,680.94	\$ 96,680.94


Electronically Signed By:
 Hon. Judge Donald L Harris
 Fri, Aug 26 2022 02:46:19 PM

APPENDIX 2

1 The Court finds that it is reasonable to award Chelsea attorney's fees and costs in the
2 amount of \$19,880.78. \$19,880.78 constitutes half of the \$39,761.57 Mark spent on his
3 attorney's fees and costs from marital funds that otherwise should have been included in the
4 parties' marital estate. The Court has found that it is fair and equitable to apportion the marital
5 estate equally between the parties.
6

7 For the reasons set forth above, **IT IS HEREBY ORDERED** that the Respondent shall
8 pay the Petitioner the sum of \$19,880.78 within 30 days of the date of this Order.

9 DATED this 27^{*} day of February, 2023.

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12 _____
DONALD L. HARRIS, District Court Judge

13 cc: Daniel Ball
14 James Graves
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Dated this 18th day of August 2023.

By: /S/ DANIEL BALL
Daniel Ball
Attorney for Plaintiff/ Appellee

CERTIFICATE OF SERVICE

I, Daniel O.C. Ball, hereby certify that I have served true and accurate copies of the foregoing
Other - Other to the following on 08-18-2023:

James Robert Graves (Attorney)
2722 Third Ave. N., Ste. 301
Billings MT 59101
Representing: Chelsea Renae Wilson
Service Method: eService

Electronically Signed By: Daniel O.C. Ball
Dated: 08-18-2023