

STATE OF SOUTH DAKOTA)  
: SS  
COUNTY OF YANKTON)

IN CIRCUIT COURT  
FIRST JUDICIAL CIRCUIT

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DAWN COOPER,  
Plaintiff,

vs.

TIMOTHY L. JAMES,  
Defendant.

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Civ. #98-362

AFFIDAVIT OF WILLIAM J.  
KLIMISCH

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FILED  
MAR 24 1999

*Carolyn R. Hansen*  
CLERK OF COURTS

STATE OF SOUTH DAKOTA)  
: SS  
COUNTY OF YANKTON)

William J. Klimisch, after being first duly sworn upon his oath, deposes and states as follows:

1. Your affiant is an attorney duly licensed to practice law in the state and federal court in the states of South Dakota and Nebraska.
2. Your affiant states that he is familiar with both the Plaintiff, Dawn Cooper, formerly known as Dawn Sprik, as well as the Defendant, Timothy L. James.
3. Your affiant states that he was the attorney for the Defendant, Calvin Sprik, in the divorce proceeding encaptioned Dawn Sprik, Plaintiff, vs. Calvin Sprik, Defendant, (Yankton County Civil #94-306)
4. Your affiant states that during the course of the divorce proceeding, the Plaintiff was represented by Timothy James and Kevin Reiner.
5. Your affiant states that in his opinion substantial time and effort was utilized by both parties during the discovery process to determine the nature and extent of the marital assets.
6. Your affiant states that the divorce proceeding was commenced by the filing of a Summons and Complaint on July 20, 1994, and concluded with the Stipulation

and Agreement dated August 8, 1995, and the ultimate filing of the Judgment and Decree of Divorce on September 19, 1995. (See, attached Exhibit 1).

7. Following the Judgment of Divorce, the Plaintiff called me directly about alimony payments being late or other related matters regarding which she wanted me to give a message to my client. She advised that she was no longer represented by an attorney. I would relay her messages to the Defendant or tell her to call the Defendant herself.

8. I do not recall her ever making complaints to me about her representation by Timothy L. James or Kevin Reiner.

9. Your affiant states that he and the Defendant, Timothy James, met in conference with Judge Caldwell during approximately June, 1995, at a luncheon at the Chateau Restaurant in Yankton, South Dakota.

10. Your affiant states that in his opinion both attorneys provided Judge Caldwell with a fair and accurate representation of the evidence and financial status which would be submitted during the course of the trial.

11. Your affiant states that the Court provided its impressions as to the probable division of marital assets, indebtedness as well as an alimony award.

12. Your affiant states that the Property Settlement Agreement entered into by and between the parties is at, or very close to, the Court's impressions as to a fair division of the various assets, debts and alimony.

13. Your affiant states that the Property Settlement Agreement executed by both the Plaintiff, Dawn Sprik, now known as Dawn Cooper, and your affiant's client, Calvin Sprik, reflects in your affiant's opinion a fair settlement to both parties.

14. The Judgment and Decree of Divorce approved and adopted the Property Settlement Agreement entered into by and between the parties. (See, attached Exhibit 2).

15. Your affiant states that before the Property Settlement Agreement was entered into, various settlement offers were transmitted back and forth between the parties.

16. Your affiant states in his opinion both Timothy L. James and Kevin Reiner appeared to aggressively and competently prosecute the divorce action on behalf of Dawn

Sprink resulting in a fair discovery of the facts and extent of property and a fair and reasonable settlement consistent with the Trial Court's recommendations.

FURTHER YOUR AFFIANT SAYETH NAUGHT..

  
\_\_\_\_\_  
William J. Klimisch

STATE OF SOUTH DAKOTA)  
: SS  
COUNTY OF YANKTON)

On the 19<sup>th</sup> day of March, 1999, before me, the undersigned officer, personally appeared William J. Klimisch, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

  
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Notary Public

My commission expires: 3/22/99