

The Order of the Court is stated below:

Dated: April 16, 2021
04:50:43 PM

/s/ MATTHEW BATES
District Court Judge



Taryn N. Evans (USB #14638)

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Stephanie Chipley (USB #15107)

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Attorneys for Petitioner

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

	:
MONA DEBENHAM,	: DECREE OF DIVORCE
	:
Petitioner,	:
	: Case No. 214901309
vs.	:
	: Judge Matthew Bates
DANIEL J. DEBENHAM,	:
	: Commissioner Michelle Tack
Respondent.	:
	:

THIS MATTER having come before the Court pursuant to the parties' *Stipulation & Property Settlement Agreement* (the "Agreement"), the Court having reviewed and approved that Agreement, the Court having reviewed the file and all relevant pleadings and documents therein, the Court having made and entered its *Findings of Fact and Conclusions of Law*, and the Court otherwise being fully informed in the premises, hereby ORDERS, ADJUDGES, AND DECREES:

1. Jurisdiction. This Court's exercise of jurisdiction is proper under, among other authorities, *Utah Code Ann.* § 78A-5-102 (general jurisdiction of district courts), *Utah Code Ann.* § 30-3-1 (general authority of district courts respecting divorce actions), *Utah Code Ann.* §§ 78B-14-101 et seq. (the Uniform Interstate Family Support Act ("UIFSA")), and *Utah Code Ann.* §§ 78B-13-101 et seq. (the Uniform Child Custody Jurisdiction & Enforcement Act ("UCCJEA")).

2. Decree of Divorce. The parties were married to each other on or about June 26, 1986 in Salt Lake City, Salt Lake County, Utah. The parties are hereby granted a Decree of Divorce, final upon

entry, severing the bonds of matrimony heretofore existing between them, on the grounds of irreconcilable differences.

3. No Minor Children in Common. Petitioner and Respondent have no minor children in common and none are expected.

4. Alimony. Neither party should be awarded alimony. Both parties hereby knowingly and intentionally irrevocably and forever waived any current or prospective claim to alimony, notwithstanding any substantial, material and/or unforeseeable change in circumstances. The Court has accepted this waiver.

5. Petitioner's Inheritance. Petitioner is awarded her inheritance and all inherited assets, free and clear of any claim by Respondent.

6. Inheritance/Premarital Property. Each party is awarded all of his/her inheritance and separate premarital property, including, but not limited to, premarital or inherited business interests, contributions to real estate purchases, etc., free and clear of any claim by the other party.

7. Marital Real Property. The parties acquired and currently own an interest in the following real property: 10 Cobblewood Cove, Sandy, Utah 84092 (the "**Marital Home**"). The Marital Home shall be sold, using Petitioner as the real estate agent. Petitioner shall be entitled to all proceeds from the sale of the Marital Home. It is anticipated that there may be capital gains taxes incurred in connection with the sale of the Marital Home. The parties shall equally share in the burden of the capital gains taxes for up to \$1,800,000, with each party receiving a IRS Form 1099 (or whatever IRS Form is applicable) for half of the capital gains taxes. If there are any net capital gains taxes for proceeds received in excess of \$1,800,000, Petitioner shall be solely responsible for any and all such capital gains

taxes. Each party shall indemnify and hold the other party harmless on his or her portion of the capital gains taxes.

8. The parties also acquired and currently own an interest in a building lot located at 321 East Deer Crest Lane in Alpine, Utah (the “**Alpine Lot**”). Petitioner is hereby awarded the Alpine Lot, including any buildings, structures, or improvements thereon, free and clear of any claim by Respondent, subject to her assuming any and all costs, fees, taxes, and indebtedness owing thereon. Respondent shall sign a Quit Claim Deed to deed all of his interest in the Alpine Lot to Petitioner within ten (10) days of the execution of the Agreement, or within ten (10) days of April 14, 2021.

9. The parties also acquired investment properties located at 5169 South 1870 East, Holladay, Utah 84117 and 1904 East 5150 South, Holladay, Utah 84117 (the “**Investment Properties**”). The Investment Properties are currently titled in the name of one of the parties’ marital business entities, Performance Media Leasing, LLC. Respondent is awarded the Investment Properties, free and clear of any claim by Petitioner, subject to him assuming any and all costs, fees, taxes, and indebtedness owing thereon. Further, Respondent shall be responsible for any and all costs, fees, taxes, etc. that may be incurred in changing title to Respondent’s name (out of the name of the business entity), if applicable. Respondent shall indemnify and hold Petitioner harmless thereon. Respondent shall be responsible for drafting any necessary documents to effectuate the transfer of Petitioner’s interests in the marital Investment Properties to Respondent.

10. The parties also acquired 819.9 Country Club shares, which they paid approximately \$200,000 for, in Peak Investment related to property called Country Club West in Colorado and the parties also acquired 861.9 shares, which they paid approximately \$200,000, in Peak Investment related to a property called Gardens at Jackson Creek in Missouri (the “**Peak Investment Shares**”). The Peak

Investment shares are held in the name of DebMon Holdings, LLC. Respondent is awarded the Peak Investment Shares, free and clear of any claim by Petitioner, subject to him assuming any and all costs, fees, taxes, and indebtedness owing thereon. To effectuate this transfer, Respondent shall be awarded Petitioner's interest in DebMon Holdings, LLC. Further, Respondent shall be responsible for any and all costs, fees, taxes, etc. that may be incurred in changing title to Respondent's name (out of the name of any business entity), if applicable, for any ownership held in Petitioner's name. Respondent shall indemnify and hold Petitioner harmless thereon. Respondent shall be responsible for drafting any necessary documents to effectuate the transfer of Petitioner's interests in the marital business interests to Respondent.

11. The parties also acquired a home in St. George located at 2240 East Cobalt #22, St. George, Utah (the "**Vacation Home**"), which is titled in the name of the company, Performance Media Leasing, LLC, and has an outstanding mortgage balance of approximately \$200,000 owed to Arvest. The parties shall each be awarded a one-half interest in the Vacation Home and shall sign whatever documents are necessary to have it titled in the parties' names as tenants in common. Respondent represents and warrants that Performance Media Leasing, LLC will provide a resolution on the ownership of the Vacation Home and to transfer ownership to Petitioner and Respondent solely. Respondent shall be responsible for drafting any necessary documents to effectuate the transfer of the Vacation Home from the business to Petitioner and Respondent. If there are any taxes or costs associated with transferring title to the parties' names, the parties shall equally share in those taxes or costs (50/50) and indemnify and hold the other party harmless on his or her half. Each party shall be entitled to half of the calendar days each year for vacations in the Vacation Home. The parties shall alternate having 183 days and 182 days, with Petitioner having 183 days in even years and Respondent

having 183 days in odd years. To come up with a yearly schedule, the parties shall alternate selecting weeks, with the party entitled to 183 days that year selecting the first week. The parties shall equally share all mortgage, tax, insurance, internet, Dish Network, HOA, power, gas, water, sewer, pest control expenses, and costs of reasonable and agreed upon repairs for the Vacation Home, and indemnify and hold the other party harmless on his or her half. Each party shall get automatic payments set up with his or her financial institution or create a joint account to deposit their respective half of the fees, whichever is more convenient, to provide for the automatic expenses he or she is liable for each month. If both parties agree (or if his or her respective estate representative agrees after the death of a party), the Vacation Home can be sold, using an agreed upon realtor. If the parties cannot agree on a realtor, they shall flip a coin to see who gets to select the realtor. In the event the Vacation Home is sold, the parties shall equally share in all proceeds, after all expenses and costs of sale are paid. There may be capital gains taxes incurred in connection with the sale of the Vacation Home if it is sold. The parties shall equally share in the burden of the capital gains taxes, with each party receiving a IRS Form 1099 (or whatever IRS Form is applicable) for half of the capital gains taxes. Each party shall indemnify and hold the other party harmless on his or her half of the capital gains taxes. The parties shall keep the Vacation Home in good repair and clean. The parties agree to enter into a tenancy agreement to govern the parties' rights and obligations regarding the transfer, sell, and/or disposition of his or her interest in the Vacation Home. Petitioner shall be responsible for drafting the tenancy agreement.

12. Marital Business Interests. During the marriage, Respondent acquired an interest in businesses, including Performance Media Leasing, LLC, Lenz-works Inc., Mount Olympus Ventures, LLC, and DebMon Holdings, LLC. Petitioner is not a named or listed owner of Lenz-works, Inc. or Mount Olympus Ventures, LLC. Petitioner is a listed member for Performance Media Leasing, LLC and

DebMon Holdings, LLC. One or more of the businesses has other owners, third parties that are not parties to this Agreement. Except as to other provisions set forth herein, Respondent is awarded all of the business interests owned by one or both of the parties, free and clear of any claim by Petitioner, but subject to him assuming any and all costs, fees, and indebtedness owing thereon. If there are any costs or liabilities, including tax expenses, associated with Petitioner transferring her interest(s) in the businesses to Respondent, Respondent shall assume and pay any and all such costs and indemnify and hold Petitioner harmless thereon. Respondent shall be responsible for drafting any necessary documents to effectuate the transfer of Petitioner's interests in the marital business interests to Respondent.

13. Vehicles. During the marriage the parties acquired certain vehicles, which are divided as follows: Petitioner is awarded the 2014 Range Rover, free and clear of any claim by Respondent, but subject to any and all costs, taxes, or dues associated therewith, which she shall assume and indemnify and hold Respondent harmless thereon. Respondent is awarded the Dodge truck and Kawasaki motorcycle, free and clear of any claim by Petitioner, but subject to any and all costs, taxes, or dues associated therewith, which he shall assume and indemnify and hold Petitioner harmless thereon.

14. Taxes. The parties shall file joint tax returns through the year 2020. Respondent's business called Lenz-works Inc. shall pay the parties' personal tax liabilities, Performance Media Leasing, LLC's tax liabilities, and DebMon Holding, LLC and the Peak Investment shares' tax liabilities for the year 2020. If Lenz-works Inc. cannot afford all of the taxes, then Respondent shall pay any and all shortfalls owed and indemnify and hold Petitioner harmless thereon. Beginning in 2021, each party shall be solely responsible for his or her tax liabilities and indemnify and hold the other party harmless thereon.

15. Personal Property. During the marriage, the parties acquired personal property and furniture, which should be divided as follows:

- a.** Petitioner and Respondent are each awarded all of his or her respective personal belongings, clothing, jewelry, watches, sporting equipment, and all personal property currently in his or her possession, free and clear of any claim by the other party;
- b.** Petitioner is awarded: two Pino paintings, master bedroom furniture, the Mac computer, the barstools, full length mirrors, the black Adirondack chairs, and one of the outdoor furniture sets, free and clear of any claim by Respondent;
- c.** The parties shall equally divide all other furniture, furnishings and fixtures, which are located in the Marital Home and other real properties owned by the parties as they may agree. In the event the parties do not agree, the parties shall alternate selecting items, flipping a coin to see who gets to make the first selection.

16. Debts. During the marriage, the parties have acquired personal, joint and marital debts, which shall be divided as follows:

- a.** Each party shall be solely responsible for any and all debt incurred in his or her own name, and indemnify and hold the other party harmless thereon.
- b.** Each party shall be solely responsible for any and all debt incurred by him or her on or after the parties' execution of the Agreement.
- c.** The parties shall be responsible for the mortgage on the Vacation Home in accordance with the provisions set forth above.
- d.** Neither party shall incur any debts, obligations, or liabilities on the other party's credit or in the other party's name, nor shall they do anything for which the other party may be legally liable.

Each party shall indemnify and hold harmless the other from any debts, obligations or liabilities, which may exist or come into existence in violation of the foregoing.

- e. Each of the parties shall notify the respective creditors or obliges regarding the foregoing division of debts, obligations, or liabilities and shall further notify such creditors or obligees of such party's current addresses.
- f. Each party shall indemnify and forever hold the other party harmless on the debt assigned to him/her.
- g. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not made in a timely manner, the secured asset shall be placed for sale in order to protect the joint debtors. A party who makes payments on a delinquent asset, which the other party is ordered to pay, is entitled to reimbursement of the payment of that debt in addition to interest and attorney fees from the other party who failed to timely pay the debt.
- h. The allocation of joint debts is an integral part of the financial settlement in this proceeding and is considered in the nature of support to the other party. As a result, the parties shall not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt. The parties understand that this provision may not be binding on the bankruptcy court.

17. Bank Accounts. The parties have acquired or made contributions during the marriage to certain bank, checking, and savings account, which is divided as follows:

- a. Petitioner is awarded any accounts held solely in her name, including all funds associated therewith, free and clear of any claim by Respondent.
- b. Petitioner is awarded her Zions bank accounts, including, but not limited to, the Zions bank accounts ending in 4616 and 4608, and all funds associated therewith, free and clear of any claim

by Respondent. Respondent shall execute and deliver any documents necessary to take his name or a company's name off of the accounts. If there is any tax liability associated with the transfer of a bank account name to Petitioner's name, Petitioner shall be solely responsible for those costs and indemnify and hold Respondent harmless thereon.

c. Respondent is awarded the Performance Media Leasing Zions bank account ending in 2042 and ending in 6201, free and clear of any claim by Petitioner. Respondent shall be awarded any other accounts held solely in his name, including all funds associated therewith, free and clear of any claim by Petitioner. Petitioner shall execute and deliver any documents necessary to take her name or a company's name off of the accounts. If there is any tax liability associated with the transfer of a bank account name to Respondent's name, Respondent shall be solely responsible for those costs and indemnify and hold Petitioner harmless thereon.

d. Any other joint bank accounts shall be closed and the parties should share equally (50/50) any funds associated therewith.

18. Retirement Accounts. The parties have acquired certain bank accounts, stock, bonds, incentive shares, investments, life insurance, annuities, funds, 401k accounts, IRA accounts, and/or retirement plans.

19. Respondent is awarded all IRA's and SEP's with Ameriprise and Charles Schwab that are held in his name, free and clear of any claim by Petitioner, subject to him assuming any costs or indebtedness owing thereon or associated therewith, which he shall indemnify and hold Petitioner harmless therefrom.

20. Petitioner is awarded all IRA's and SEP's with Ameriprise and Charles Schwab that are held in her name, free and clear of any claim by Respondent, subject to her assuming any costs or

indebtedness owing thereon or associated therewith, which she shall indemnify and hold Respondent harmless therefrom.

21. Respondent is awarded the Charles Schwab stock account that is held in his name, free and clear of any claim by Petitioner, subject to him assuming any costs or indebtedness owing thereon or associated therewith, which he shall indemnify and hold Petitioner harmless therefrom.

22. Respondent has a pension retirement plan with Disney Salaried Pension Plan A, administered by Fidelity. Respondent is awarded this retirement asset, free and clear of any claim by Petitioner.

23. The parties acquired rewards with Delta Airlines (which are in excess of 2,900,000 miles). Each party should be awarded half of the Delta sky miles rewards. Each party shall sign whatever documents that are necessary to make sure that the benefits are equally divided between the parties. Each party should be responsible for any taxes or fees associated with his or her half of the sky miles, and indemnify and hold the other party harmless thereon on his or her half.

24. The parties acquired rewards with Holiday Inn (account ending in 1388) and Hilton rewards (account ending in 529). Respondent is awarded these rewards, free and clear of any claim by Petitioner.

25. Respondent is awarded all Registry Collection benefits, free and clear of any claim by Petitioner, but subject to him assuming any dues, costs or indebtedness owing thereon or associated therewith, which he shall indemnify and hold Petitioner harmless therefrom.

26. Until if and when Respondent remarries, Respondent shall keep Petitioner as the sole beneficiary on the life insurance policy for the buy-sell agreement between Respondent and Lenz-works

Inc. and Tom Zdunich, which is insured through Ameriprise (premium shall be paid for by Lenz-works Inc. or any other company that services the buy-sell agreement).

27. Until if and when Respondent remarries, Respondent shall also keep Petitioner as the sole beneficiary on the following life insurance policies: Lincoln Benefit Life Madison (premium shall be paid for by Petitioner); Jackson National Life Insurance Madison (premium shall be paid for by Petitioner); and Franklin Madison (premium shall be paid for by Petitioner).

28. Each party should otherwise be awarded all bank accounts, stocks, bonds, incentive shares, investments, life insurance, annuities, funds, 401k accounts, IRA accounts, and/or retirement plans held in his or her name, including all funds associated therewith, free and clear of any claim by the other party, except is otherwise set forth herein. Each party has waived any claim to the other bank accounts, stocks, bonds, incentive shares, investments, life insurance, annuities, funds, 401k accounts, IRA accounts, and/or retirement plans, including those that may have been contributed to during the marriage. The Court accepts this waiver.

29. Health Insurance. Respondent shall insure Petitioner on his business health insurance plan through December 31, 2021. Respondent shall be solely responsible for paying all health insurance premiums associated with said health insurance coverage. At the end of the year 2021, Respondent shall make the COBRA insurance information available to Petitioner, if COBRA coverage is available and/or applicable.

30. Disclosure. The parties are satisfied with the disclosures received from one another and waived the right to further disclosure of any information or documentation. The Court accepts this waiver.

31. Consents and Conveyances. Each party shall sign such consents, conveyances, and other documents as reasonably requested by the other party to facilitate any portion hereof.

32. Attorney's Fees. Each party shall be responsible for his or her own attorney's fees incurred in this matter.

33. Voluntary Agreement. The parties agreed that the terms of the Agreement and this Decree of Divorce are fair and equitable and that each of them is executed the Agreement without any threats or duress, and are doing so freely and voluntarily.

34. Headings and Captions. The headings and captions of the various subdivisions of this Decree of Divorce are for the convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

35. Complete Settlement. The terms set forth herein shall constitute a complete agreement and full settlement of all issues in dispute between the parties as of the date of the Agreement. The Agreement was intended by the parties to be the final, full and complete settlement and adjustment. The parties waived any and all other claims he or she may have against the other party, known or unknown, existing as of the date of the Agreement. The Court accepts this waiver.

36. Cooperation. Each party shall cooperate with the other, through counsel or otherwise, to ensure that the terms set forth in the Agreement and this Decree of Divorce are carried out in every detail as expeditiously as is practicable under the circumstances.

37. Modification. No change or modification of the terms of this Decree of Divorce shall be effective, unless and until confirmed in writing, executed by both parties, making specific reference to the Agreement and this Decree of Divorce.

38. Legal Representation. Each party represented and warranted that they had read the Agreement and understand the legal effects of all of the covenants, obligations and representations of both Petitioner and Respondent therein contained and have to their own satisfaction, had an opportunity to review the same with legal counsel. To the extent they have not sought legal representation or reviewed the Agreement with an attorney, he or she waived the right to do so and acknowledged that he or she has been advised of his or her right to seek independent legal advice. Each of the parties assumed joint responsibility for the form and composition of each and all of the contents of the Agreement and the further agreed that the Agreement and this Decree of Divorce shall be interpreted as though each of the parties participated equally in the composition of each and every part thereof.

39. Notice to Creditors. Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5 and 30-3-5(1)(c), as amended, the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce. Therefore, the party not obligated to pay a joint obligation shall: (i) Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible; (ii) Notify that joint creditor of the current address for each party; and (iii) Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who was not required to pay the debt.

40. Maiden Name. Petitioner may change her name to her maiden name, Hobson, if she so desires.

END OF DECREE OF DIVORCE

****EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE DATE AND SEAL
AT THE TOP OF THE FIRST PAGE****

APPROVED AS TO FORM & CONTENT

/s/ Daniel J. Debenham**

DANIEL J. DEBENHAM

Respondent Pro Se

***Signed by Taryn N. Evans with
written permission of Daniel J. Debenham*

CERTIFICATE OF SERVICE & RULE 7 NOTICE OF INTENT TO FILE

Notice is hereby given that, pursuant to Rule 7 of the Utah Rules of Civil Procedure, Petitioner intends, without further notice to Respondent, to file with the Court the within and foregoing, if no objection thereto is filed within the time prescribed by Rule 7.

This certifies that I caused a true and correct copy of the within and foregoing to be delivered, via US Mail, postage prepaid, to the following this 15th day of May, 2021:

DANIEL J. DEBENHAM
Respondent *pro se*
dan@lenzworks.com
2469 East Ft. Union Blvd. #212
Salt Lake City, Utah 84121

/s/ Taryn N. Evans
Counsel for Petitioner