

The Order of the Court is stated below:

Dated: June 06, 2022
03:37:35 PM

/s/ TODD M SHAUGHNESSY
District Court Judge



Bryant J. McConkie, #10408
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**IN THE THIRD JUDICIAL DISTRICT COURT,
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

<p>SUE ROGERS, Petitioner, v. ROBERT ROGERS, Respondent.</p>	<p style="text-align: center;">DECREE OF DIVORCE</p> <p>Case No.: 224900025</p> <p>Judge: SHAUGHNESSY Commissioner: MINAS</p>
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The Court, having made and entered its Findings of Fact and Conclusions of Law, hereby ADJUDGES, DECREES and ORDERS that the bonds of matrimony and marriage contract between the parties are dissolved and the parties are awarded a Decree of Divorce, to become final upon entry by the Court. The Court further orders as follows:

Jurisdiction and Venue

1. Petitioner Sue Rogers (“Sue”) and Respondent Rob Rogers (“Rob”) were married on July 6, 1996 and are currently married.
2. The parties were separated as of the date of the filing for divorce.

Grounds

3. The parties experienced difficulties during the marriage that could not be reconciled, and which have prevented the parties from pursuing a viable marriage relationship.

Children

4. The parties have two (2) children, both of which have emancipated.

Real Property

5. The parties acquired various real property assets during the marriage, to wit: the marital home located at in Sandy, Utah. The home shall be awarded to Sue according to the following provisions:

a. Sue shall be awarded the marital home as her sole and separate property free and clear of any claim or interest of Rob (aside from the limited potential equity interest addressed below) and free and clear of any debt and encumbrance thereon.

b. Rob shall be solely responsible for the outstanding mortgage obligation owing on the marital home, insurance premiums on the home and property taxes on the home; which he shall pay on a monthly basis until such time as the mortgage obligation is retired and paid in full and/or the provisions below concerning the home are satisfied. Rob shall not take out any loans or refinance the home, or further encumber the home using the home as collateral. Sue shall not take out any loans, refinance the home, or further encumber the home using the home as collateral unless consistent with this Decree.

c. Sue shall be solely responsible for all upkeep, maintenance, repairs and utilities in connection with the marital home and shall convert all such accounts solely to her name on or before May 28, 2022. Once the mortgage obligation owing on the marital home is retired and paid in full and thereafter, Sue shall be solely responsible for the insurance premiums on the home and property taxes on the home.

d. If Sue elects to sell the home, the following provisions apply:

i. Upon sale of the home, Rob shall be entitled to equity from the home as follows:

1. In the event a **mortgage balance remains and the home sells for less than \$2,000,000, Sue is entitled to all proceeds from the sale**, and shall be solely responsible for sales costs and sales commissions. Rob shall remain responsible for the payment of the current mortgage owed at the time of sale and shall facilitate the sale of the home by removing the mortgage obligation and/or satisfying the mortgage obligation as outlined herein.

2. In the event a **mortgage balance remains and the home sells for more than \$2,000,000**, Sue is entitled to all proceeds from the sale up to \$2,000,000, shall be solely responsible for sales costs and sales commissions, and shall be entitled to one-half (1/2) of any sales price over \$2,000,000. Rob shall be

entitled to one-half (1/2) of any sales price over \$2,000,000. Rob shall remain responsible for the payment of the current mortgage at the time of sale and shall facilitate the sale of the home by removing the mortgage obligation and/or satisfying the mortgage obligation as outlined herein.

3. In connection with the foregoing, the following shall apply:

A. If the home is sold for less than \$2,000,000, the proceeds will first retire any mortgage and the remaining funds shall be awarded to Sue. Rob shall then pay Sue the amount paid from the sales proceeds to retire the mortgage within no more than twelve (12) months from the date of the closing on the sale of the home.

B. If the home is sold for more than \$2,000,000, the proceeds will first retire any mortgage and the remaining funds shall be awarded to Sue. Rob shall then pay Sue the amount paid from sales proceeds to retire the mortgage within no more than twelve (12) months from the date of the closing on the home and Sue shall pay Rob one-half (1/2) the sales price over \$2,000,000 no more than twelve (12) months from the date of the closing on the home.

e. If Sue remarries or cohabits with another individual, the following provisions apply:

i. The home shall be appraised by a mutually agreed upon appraiser.

Upon receipt of the appraisal report, Rob shall be entitled to equity from the home as follows:

1. In the event a mortgage balance remains and the home appraises for less than \$2,000,000, Sue is entitled to all

equity in the home. Rob shall remain responsible for the payment of the current mortgage at the time of marriage or cohabitation and shall remove the mortgage obligation and/or satisfy the mortgage obligation as outlined herein.

2. In the event a mortgage balance remains and the home appraises for more than \$2,000,000, Sue is entitled to all

equity in the home up to \$2,000,000 and shall be entitled to one-half (1/2) of any value over an appraised value of \$2,000,000. Rob shall be entitled to one-half (1/2) of any value over an appraised value of \$2,000,000. Rob shall remain responsible for the payment of the current mortgage obligation at the time of marriage or cohabitation and/or satisfy the mortgage obligation as outlined herein.

3. In connection with the foregoing, the following shall apply:

A. If the home is appraised for less than \$2,000,000, Sue is entitled to any and all equity in the home and does not owe Rob any monies in connection with home.

B. If the home is appraised for more than \$2,000,000, in no more than twelve (12) months from the date Sue remarries or cohabits and the appraisal report has been produced (whichever is later), Sue shall pay Rob one-half (1/2) the appraised price over \$2,000,000.

f. If Rob completes payment of the current mortgage and Sue continues to reside in the home, the following provisions apply:

i. The home shall be appraised by a mutually agreed upon appraiser. Upon receipt of the appraisal report, Rob shall be entitled to equity from the home as follows:

1. In the event a **the home appraises for less than \$2,000,000, Sue is entitled to all equity in the home.**

2. In the event a **the home appraises for more than \$2,000,000,** Sue is entitled to all equity in the home up to \$2,000,000 and shall be entitled to one-half (1/2) of any value over an appraised value of \$2,000,000. Rob shall be entitled to one-half (1/2) of any value over an appraised value of \$2,000,000.

3. In connection with the foregoing, the following shall apply:

A. If the home is appraised for less than \$2,000,000, Sue is entitled to any and all equity in the home and does not owe Rob any monies from the home.

B. If the home is appraised for more than \$2,000,000, in no more than twelve (12) months from the date Rob completes payment of the entire mortgage the appraisal report has been produced (whichever is later), Sue shall pay Rob one-half (1/2) the appraised price over \$2,000,000.

g. If Sue elects to refinance the home, the following provisions apply:

i. The home shall be appraised by a mutually agreed upon appraiser. Upon receipt of the appraisal report, Rob shall be entitled to equity from the home as follows:

1. In the event a **mortgage balance remains and the home appraises for less than \$2,000,000, Sue is entitled to all equity in the home.** Rob shall remain responsible for the payment of the current mortgage at the time of refinance and shall remove the mortgage obligation and/or satisfy the mortgage obligation as outlined herein.
2. In the event a **mortgage balance remains and the home appraises for more than \$2,000,000,** Sue is entitled to all equity in the home up to \$2,000,000 and shall be entitled to one-half (1/2) of any value over an appraised value of \$2,000,000. Rob shall be entitled to one-half (1/2) of any value over an appraised value of \$2,000,000. Rob shall remain

responsible for the payment of the current mortgage at the time of refinance and/or satisfy the mortgage obligation as outlined herein.

3. In connection with the foregoing, the following shall apply:

A. If the home is appraised for less than \$2,000,000, Sue is entitled to any and all equity in the home and does not owe Rob any monies from the home.

B. If the home is appraised for more than \$2,000,000, in no more than twelve (12) months from the date Sue elects to refinance the home and the appraisal report has been produced (whichever is later), Sue shall pay Rob one-half (1/2) the appraised price over \$2,000,000.

h. At any time, if/when Rob is entitled to an equity interest, when he has been paid in full, he shall execute a deed in order to deed the property to Sue in its entirety.

Personal Property

6. With the exception of the items address below, the parties have heretofore divided the personal property that they acquired during the marriage among themselves by agreement and each party shall keep the personal property in his or her possession as constituted at the time of the divorce as a full and completed division of personal property.

a. Rob shall be awarded:

i. his clothes and personal effects;

- ii. his guns and ammunition.
 - A. The parties shall cooperate in order to arrange a date and time for these items to be retrieved, which shall take place on or before May 28, 2022.
 - iii. the 2022 Lincoln as his sole and separate property free and clear of any claim or interest of Sue. The parties shall cooperate in order to exchange and sign off on title(s) as necessary.
- b. The Jeep shall be awarded to Mackenzie and once the outstanding loan on the vehicle is paid in full, title shall be transferred to her.
 - c. Sue shall be awarded the Range Rover as her sole and separate property free and clear of any interest of Rob. The parties shall cooperate in order to exchange and sign off on title(s) as necessary.
 - d. Sue is awarded the ATV as her sole and separate property.

Debts

- 7. The parties acquired debt during the marriage, which shall be divided as follows:
 - a. Sue shall be responsible for the following debt:
 - i. Chase (Range Rover) – this debt is in Rob’s name and shall remain in Rob’s name without any obligation for Sue to refinance the debt. However, Sue shall be solely responsible for the monthly payment on the vehicle until paid in full and once paid in full title shall be transferred to Sue.
 - ii. her own medical and dental expenses.

b. Rob shall be responsible for the following debt:

- i. Fifth Third Bank (mortgage on the marital home);
- ii. AFCU (Jeep);
- iii. American Express (credit card);
- iv. Fifth Third Bank (credit card);
- v. Zion's Bank (credit card);
- vi. Chase (Lincoln);
- vii. Loan on New York Life whole life insurance property (identified below)
- viii. his own medical and dental expenses.

8. Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above, awarded to them, or associated with property awarded to them unless otherwise stated.

9. The Discover credit card shall be closed. Neither party shall make any charges to this account. The parties shall cooperate in order to complete and sign any forms necessary to close the account, which shall be completed on or before May 28, 2022.

Retirement and Investment Accounts

10. Rob acquired a retirement account during the marriage, which shall be divided as follows:

- a.** Sue shall receive a Woodward share of Rob's pension with Federated Insurance, to be allocated to her via QDRO.

b. Sue shall be responsible to prepare the QDRO, which shall be subject to Rob's review and approval prior to being filed with the Court. The parties shall share equally any fees charged by the plan in connection with implementation of the QDRO.

c. Upon implementation of the QDRO, Rob shall receive the remaining value of the account as his sole and separate property free and clear of any claim or interest of Sue.

Financial Assets

11. The parties acquired financial assets, including but not limited to funds held in various bank accounts, which shall be divided as follows:

a. The savings account at Fifth Third Bank (#8790), which is in Rob's name and with an approximate balance of \$2,039,916 shall be divided equally between the parties, and upon equal division, shall be closed. In connection with this, the parties shall cooperate in order to complete and sign any forms necessary to divide and close the account, which shall be completed on or before May 28, 2022.

b. Sue shall be awarded the following accounts as her sole and separate property free and clear of any claim or interest of Rob:

i. Fifth Third Bank checking account (#3089) in Rob's name and with an approximate balance of \$128,605.

ii. Wells Fargo joint saving account (#2135), with an approximate balance of \$20,000.

- iii. Wells Fargo joint checking account (#9740), with an approximate balance of \$2,700.
 - iv. Wells Fargo joint savings account (#8944), with an approximate balance of \$50,000.
 - v. Zion's Bank joint checking account (#7400), with an approximate balance of \$679,576.
 - vi. Zion's Bank checking account (#3612) in Rob's name and with an approximate balance of \$250,000.
 - vii. Zion's Bank checking account (#8477) under "MMRS Consulting" and with an approximate balance of \$139,000.
 - viii. Wells Fargo checking account (#0574) in Sue's name and with an approximate balance of \$1,566.
 - ix. Security Services Bank account (#5000), with an approximate balance of \$5.00 (it is unknown whose name this account is in or if it is joint).
- c. Rob shall be awarded the following accounts as his sole and separate property free and clear of any claim or interest of Sue:
- i. Fifth Third Bank checking account (#6210) in Rob's name, with an approximate balance of \$729.
 - ii. Federated Employee's Credit Union checking account (#7603) in Rob's name, with an approximate balance of \$39.

d. Mackenzie shall be awarded her checking (#8796) and savings (#8877) accounts at Wells Fargo and Madison shall be awarded her checking account (#0063) at Wells Fargo.

12. The parties shall cooperate in order to complete and sign any forms necessary to effectuate the division and award of the foregoing accounts, which shall be completed on or before May 28, 2022.

Taxes

13. All tax returns for 2020 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds, and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party and tender to the other party their share of the funds within one week of receipt.

14. The parties shall file joint state and federal tax returns for 2021. The returns shall be prepared by Jeff Dunford, with Rob to be solely responsible for the cost to prepare and file the returns. Both parties shall cooperate in order to provide all documents and information to the tax preparer that are needed in order to prepare and timely file the returns. Both parties are entitled to review and sign off on the returns before they are filed, and be part of any discussions with the accountant concerning the taxes. In the event the parties owe any state or federal tax obligation, Rob shall be solely responsible for any and all such obligation(s), without any contribution, offset or reimbursement from Sue and shall hold Sue harmless from any debt owing. In the event

that there is a refund received from the state of federal return(s), the parties shall share equally any such refund.

15. Commencing in 2022, and each year thereafter, the parties shall file separate state and federal tax returns.

Business Interests

16. The parties acquired various business interests during the marriage, which shall be divided as follows:

a. Rob shall be awarded the following businesses as his sole and separate property free and clear of any claim or interest of Sue:

- i. Axxcess Global, LLC, together with the subsidiaries;
- ii. RSSM, LLC
- iii. GADJHHB, LLC
- iv. MMRS, LLC

b. Rob shall be awarded these businesses, together all business assets and property, and subject to any debt, liability and encumbrance, which he shall hold Sue harmless from.

Health/ Auto Insurance

17. Rob shall continue to maintain and pay the premiums for health insurance coverage for Sue on his policy until entry of the decree of divorce. Once the decree is entered, Sue shall be responsible for her own health insurance coverage at her sole cost.

18. Each party shall be solely responsible for their own automobile insurance coverage at their own cost. The Existing auto insurance policy shall be segregated as necessary and transferred to the appropriate party.

Life Insurance

19. The parties acquired life insurance policies during the marriage, which shall be divided as follows:

a. The whole life insurance policy with New York Life, together with all cash value therein, shall be awarded to Rob as his sole and separate property free and clear of any claim or interest of Sue and subject to the loan against the policy, which he shall hold Sue harmless from.

b. Rob shall be awarded the term life insurance policies at Principal Life (#5411 and #4217) and Penn Mutual as his sole and separate property free and clear of any claim or interest to Sue, and subject to all obligations on the policies, including payment of the monthly premiums. In connection with this, Rob shall name Sue as the sole beneficiary of the Penn Mutual life insurance policy (\$2,000,000 coverage) through the term of the policy, which will expire on 12/22/26. Thereafter, Rob shall obtain life insurance coverage sufficient to satisfy any outstanding alimony obligation at the time the Penn Mutual life insurance policy expires, as well as any outstanding mortgage balance owing at this time; and shall maintain Sue as the sole beneficiary of this policy until all alimony obligations are paid in full and the mortgage on the marital home

is retired/paid in full, with Rob to be solely responsible to pay all monthly premiums on the policy.

Alimony

20. Commencing the month of May of 2022, Rob shall pay alimony to Sue in the sum of \$10,000 per month, for a term/period of ten (10) years. Alimony shall be paid in two equal monthly installment payments of one-half on or before the fifth of each month and one-half on or before the twentieth of each month. Alimony shall terminate earlier than the ten-year (10) term upon the death of either party, or upon Sue's re-marriage or Sue's cohabitation.

Maiden Name

21. At her sole option and election, Sue may be restored to her maiden surname of "Thacker."

Mutual Restraints

22. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party. Any all communications between the parties shall be civil.

Attorney Fees

23. The parties shall each pay their own attorney fees and costs incurred in this matter.

IT IS SO ORDERED

** In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), This Decree of Divorce do not bear the handwritten signature of the Judge, but instead display an electronic signature at the upper right-hand corner of the first page of this Decree of Divorce. **

APPROVED AS TO FORM AND CONTENT

*E-signed by BJM with permission from Brian Arnold
via email on June 2, 2022*

Brian E. Arnold
Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing document was served as indicated below, on this 2nd day of June, 2022, to the following:

Brian E. Arnold
ARNOLD, WADSWORTH & COGGINS
298 24th Street, Suite 230
Ogden, UT 84401
arnold@arnoldwadsworth.com

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Electronic Filing Notification
- E-mail

/s/ Angela Schroepfer
