

The Order of the Court is stated below:

Dated: July 12, 2023
03:42:07 PM

/s/ ROBERT FAUST
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**

IN THE MATTER OF THE MARRIAGE OF:

MARIA PACKHAM,

Petitioner,

AND

MARK PACKHAM,

Respondent.

DECREE OF DIVORCE

Case No.: 224905032

Judge: FAUST
Commissioner: LUHN

The Court, having made and entered its Findings of Fact and Conclusions of Law, hereby ORDERS, ADJUDGES and DECREES that the bonds of matrimony and marriage contract between the parties are dissolved and the parties are awarded a Decree of Divorce on the grounds set forth below to become final upon entry by the Court. The Court further ORDERS as follows:

Jurisdiction

1. Marriage Information: Petitioner Maria Packham ("Maria") and Respondent Mark Packham ("Mark") were married on August 2, 1995.

2. Residency: Both parties are currently residents of Salt Lake County, State of Utah and have resided therein for more than three (3) months immediately prior to the commencement of this action.

Grounds

3. The parties experienced difficulties during the marriage that could not be reconciled, and which prevented the parties from pursuing a viable marriage relationship. Accordingly, a decree of divorce is hereby entered on the ground of irreconcilable differences.

Children

4. The parties have three (3) children, none of whom are minors.

Financial Assets

5. The parties acquired financial assets during the marriage, which shall be divided as follows:

Institution/ Account	Maria	Mark
Zion’s Bank xxxx2664	X	
Banko Popular xxxx9671	X	
My529 xxxx0043 (for benefit of Maria)	X	
Maria’s Venmo	X	
Apex Cryptocurrency xxxx7614		X
Goldman Sachs xxxx1982		X
JP Morgan Chase xxxx1682		X
UFirst Credit Union xxxx3897/01		X
UFirst Credit Union xxxx3891/20		X
Robinhood xxxx7789		X
Mark’s Venmo		X
Zions Bank xxxx9699	Share Equally as of May 23, 2023	Share Equally as of May 23, 2023

6. The parties shall leave \$10,000 in the Zions Bank account (xxxx9699) before equally dividing the remaining funds as set forth in the table above. The \$10,000 shall be used by mutual agreement of the parties for their son Connor’s wedding.

7. In addition to the accounts identified in the table above, and unless otherwise indicated herein, the parties shall be awarded the bank accounts in their name alone.

8. Any 529 education accounts in the children's names shall be awarded to the child named on the account.

9. Any bank accounts held jointly with the parties' children shall be awarded to the child named on the account.

Debt and Other Obligations

10. The parties acquired debt and/or other obligations during the marriage, which shall be divided as follows:

Institution/ Account	Maria	Mark
American Express credit card xxxx31003	X	
Chase Marriot BonVoy credit card xxxx1652	X	
Citi Costco credit card xxxx4972	X	
Chase Saphire credit card xxxx5749		X
CitiBank credit card xxxx4980		X
Goldman Sachs Apple Card xxxx4980		X
Amazon credit card xxxx4388		X
American Express xxxx3008		X
Zions Visa xxxx5031		X
RC Willey debt		X

11. In addition to the debts identified above and unless otherwise indicated herein, each party shall be solely responsible for any debt or obligation associated with property awarded to them.

12. In addition to the debts identified above, and unless otherwise indicated herein, the parties shall be solely responsible for any debt in their name alone.

13. Each party shall be solely responsible for any debt assigned to them herein and shall hold the other party harmless with respect thereto.

Real Property

14. The parties acquired various real property assets during the course of the marriage, which shall be divided as follows with each party being solely responsible for any debt or obligation as of June 1, 2023 associated with the real property awarded to them:

Real Property Address	Maria	Mark
2016 East Princeton Dr., Salt Lake City, Utah 84108	X	
Villa del Mar Palamas del Mar, 190 Candeolero Drive, Apto 185, Crescent Beach, Humacao, Puerto Rico, 00791	X	
1662 East Blaine Ave., Salt Lake City, Utah 84105		X

15. Neither party shall come on the other's property, except Mark may come on Maria's property to pick up the Coca Cola machine which is outside of the home. The black vase listed below shall be made available to Mark within 30 days of entry of the Decree of Divorce.

Business Interests

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

a. The parties are the owners of shares/units in DigiCert that are in Mark's name and shall be awarded to Mark by virtue of his employment there. The value of the shares shall be shared equally, after the payment of tax associated with receipt of the value, and consistent with the following provisions:

i. Mark shall provide Maria independent documents showing the gross sales proceeds received from the sale of the DigiCert shares. This may include, but is not limited to, statements from Shareworks, DigiCert, or other brokerage accounts showing the total number of shares purchased by DigiCert and the total gross value received.

- ii. When Mark receives a buy-out of the shares/units, 30% of the value shall be placed in a savings account and be withheld and put in an account owned by Mark for tax associated with receipt of the funds. The funds shall remain there, until the time that Mark has filed his taxes for the year he receives funds for the shares/units. No other funds shall come into or go out of this account, and Mark shall provide monthly statements for this account to Maria from the time the funds are deposited until taxes are calculated and paid.
- iii. Mark's taxes on the DigiCert proceeds shall be calculated by a CPA agreed on by Mark and Maria. The CPA shall calculate the portion of Mark's taxes associated specifically with the gain from the DigiCert Shares. The taxes shall be paid from the account in Mark's name holding the withheld funds.
- iv. If the withheld 30% is not sufficient to pay the entire tax burden, the parties shall both pay any remaining tax equally.
- v. If the withheld 30% is more than needed to pay the entire tax burden, the parties shall share any amount remaining equally.
- vi. Having withheld 30% for the eventual payment of tax on the funds received for the shares/units, the parties shall share the 70% equally, however, post division, Maria shall pay Mark \$675,000 from her equal portion as and for a property equalization payment. If the DigiCert shares/units are not purchased by DigiCert and/or Mark has not been paid

his property equalization payment within twelve (12) months of the entry of the Decree of Divorce, Maria shall immediately pay Mark \$675,000 as the property equalization payment. Maria may, at her election, place the Princeton home for sale to satisfy her obligation to pay Mark the \$675,000 property equalization payment consistent with the following terms:

- A. The home must be placed for sale no later than twelve (12) months after the date of the entry of the Decree of Divorce is signed with a qualified and licensed realtor of Maria's choice;
- B. Maria must take the advice of the realtor in setting the price and in any reductions in price to sell the home in a reasonable time;
- C. Maria must keep the home show ready;
- D. Maria must act in good faith to sell the home in order to pay Mark his \$675,000 property equalization payment.

vii. The above provisions are intended to divide the funds received for the DigiCert shares/units equally after tax is paid, and to then equalize the estate by Maria paying Mark as outlined herein.

b. The parties may have an interest in Destiny Digital Holdings which shall be awarded to Mark and Mark shall hold Maria harmless from any liability associated with the ownership interest in Destiny Digital Holdings. If, at any time, Mark receives value for the interest in Destiny Digital Holdings, he shall share that value equally with Maria net of any tax that must be paid on receipt of the

funds. Tax shall be calculated in a manner consistent with the tax withholding and payment described and related to DigiCert. Confirmation of the shares sold and gross proceeds shall also be provided consistent with the confirmation described and related to DigiCert.

c. The parties have an interest in Tack22, LLC. If possible, the parties shall simply work with Tack22 to equally divide any ownership interest owned by them so they both own an equal portion. If not, if Mark receives value for the interest in Tack 22, LLC, he shall share that value equally with Maria net of any tax that must be paid on receipt of the funds. Tax shall be calculated in a manner consistent with the tax withholding and payment described and related to DigiCert.

d. The parties have an interest in BlackRidge Mare Fund II. If possible, the parties shall simply work with BlackRidge Mare Fund II, LLC to equally divide any ownership interest owned by them so they both own an equal portion. If not, if Mark receives value for the interest in BlackRidge Mare Fund, he shall share that value equally with Maria net of any tax that must be paid on receipt of the funds. Tax shall be calculated in a manner consistent with the tax withholding and payment described and related to DigiCert.

Equalizing Payment

17. To balance the marital estate, an equalizing property settlement payment shall be paid from Maria to Mark in the amount of \$675,000. The payment of \$675,000 shall be paid as outlined herein in paragraph 16(a)(vi).

Life Insurance

18. The parties acquired an interest in a life insurance policy during the marriage, which shall be divided as follows:

- a. Mark is hereby awarded the life insurance policy through Genworth Life and Annuity XXXX0769 and shall hold Maria harmless from any obligations associated with the policy. The policy shall be maintained as outlined below.

Spousal Support

19. Mark shall pay Maria spousal support as follows:

- a. Commencing on June 1, 2023 Mark shall pay Maria \$5,000 monthly as and for spousal support until he is sixty-seven (67) years old, which is his full retirement age;
- b. Spousal support shall terminate on Mark's death, Maria's remarriage, cohabitation, or death;
- c. Mark shall pay spousal support to Maria by automatic transfer to an account designated by Maria and spousal support shall be paid by Mark to Maria no later than the 15th of each month; and
- d. Mark shall maintain the current life insurance policy on his life (Genworth Life and Annuity XXXX0769) with Maria as the sole beneficiary through its term which is approximately October of 2031 or until he no longer owes Maria any spousal support payments. Mark shall provide written verification that Maria is

the beneficiary upon entry of the Decree of Divorce and every year thereafter by January 31 for as long as he has an alimony obligation.

COBRA Coverage

20. Mark shall cooperate in allowing Maria to obtain COBRA coverage through his former employer at her cost.

Personal Property

21. The parties acquired personal property during the marriage, which shall be divided as follows:

Personal Property	Maria	Mark
BMW X5	X	
Lexus LX470 (in Puerto Rico)	X	
Tesla Model 3		X
Carro Golf Cart	X	
Vintage Coca Cola machine (in Princeton home)		X
Black circular vase with green bamboo (in Princeton home)		X
5 tomato baskets (in Princeton home)		X
Palmas Athletic Club membership	X	

22. In addition to the items identified in the table above:

a. each party is hereby awarded their own credit card rewards and SkyMiles or flight benefits;

b. Mark shall have access to, or professionally created digital copies of, family photos, wedding albums, scrapbooks, and family picture albums (to be duplicated at Mark's cost). Within 30 days after the entry of the Decree of Divorce, Maria shall make arrangements to drop off the photos to Mark's property and he can make arrangements to have copies made and promptly return them to the office of Dart Adamson and Donovan; and

c. Mark shall have access to, or professionally created digital copies of, recipes (to be duplicated at Mark's cost). Within 30 days after the entry of the Decree of Divorce, Maria shall make arrangements to drop off the copies to Mark's property and he can make arrangements to have copies made and promptly return them to the office of Dart Adamson and Donovan.

23. Mark shall pick up the vintage Coca Cola machine from the Princeton home on or before June 30, 2023.

24. Mark shall immediately release Maria's phone number from T-Mobile allowing her to separate her phone and phone line from his account.

25. The party awarded an item of personal property shall be solely responsible for any and all liabilities associated with property awarded to them.

26. The parties shall work together and do anything necessary, and shall cooperate with any reasonable request, to retitle any of the personal property into the party's name who was awarded the property within 30 days of entry of the Decree of Divorce.

27. Unless otherwise stated here, the parties are hereby awarded the items in their respective residences, possession, and personal property shall remain divided as it is currently.

Retirement Accounts

28. The parties shall divide the following retirement accounts equally, however, the parties shall make reasonable efforts to minimize the number and need to prepare, file, and submit Qualified Domestic Relations Orders. If a QDRO is required, the parties shall hire Rori Hendrix and split the cost:

a. Fidelity Investments xxxx1822;

- b. Empower JetBlue Retirement xxxx4677;
- c. Principle DigiCert Retirement xxxx7185;
- d. Fidelity Investments xxxx6890; and
- e. Fidelity Investments xxxx5698.

Taxes

29. The parties shall jointly file their 2022 tax return and shall share equally preparations costs. Both parties shall have access to the accountant and an opportunity to review the tax filing before submission. In the event a refund is received for the 2022 tax filing, the parties shall share it equally. In the event the parties owe tax associated with the 2022 tax filing, the parties shall share equally any payment that is made. For the tax year 2023 and beyond, the parties shall file separate returns.

Temple Divorce

30. The parties shall each cooperate with any reasonable request to obtain a temple divorce without delay or incident.

Attorney Fees

31. Each party shall pay their own attorney's fees going forward.

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 not bear the handwritten signature of the Judge, but instead displays 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 Adrienne Wiseman

via email on July 6, 2023

Sharon Donovan

Adrienne Wiseman

Attorneys 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 12th day of July, 2023, to the following:

Sharon A. Donovan
DART, ADAMSON & DONOVAN
257 East 200 South, Suite 1050
Salt Lake City, Utah 84111
sdonovan@dadlaw.net

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

/s/ Angela Schroepfer_____