

The Order of the Court is stated below:

Dated: October 25, 2019  
02:43:38 PM

/s/ KENT HOLMBERG  
District Court Judge



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**IN THE THIRD JUDICIAL DISTRICT COURT  
IN AND FOR SUMMIT COUNTY, STATE OF UTAH  
6300 Justice Center Road, Park City, Utah 84098**

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MATTHEW TAYLOR RUSSELL,

Petitioner,

v.

NANCY RUSSELL,

Respondent.

**DECREE OF DIVORCE**

Civil No. 194500127

Judge Kent Holmberg  
Commissioner Kim Luhn

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This matter came before the court on a *Petition for Divorce*, filed July 29, 2019. The parties executed a signed *Stipulation Settlement Bullet Point Binding Agreement and Stipulation as to Division of Financial Assets and Debts*, which were filed as a combined document on October 3, 2019, and which resolved all outstanding issues between them. The court, having reviewed the pleadings on file, and good cause appearing therein, entered its *Findings of Fact and Conclusions of Law*. Now being fully informed, the Court hereby

**ORDERS, ADJUDGES, AND DECREES:**

## **JURISDICTION AND VENUE**

1. Petitioner, MATTHEW TAYLOR RUSSELL (“Matt”), and Respondent, NANCY RUSSELL “Nancy”), are both bona fide residents of Summit County, State of Utah, and have been for more than three months immediately preceding the filing of this action.

2. Nancy and Matt were married on July 19, 2001 in Summit County, Utah.

## **GROUND**

3. The parties are herein granted a divorce based on irreconcilable differences that cannot be resolved, and that prevent the parties from pursuing a viable marriage relationship.

## **CHILDREN**

4. Minor Children. There are four minor children born of this marriage, to wit: S.T.R., born June 6, 2003, H.L.R., born October 19, 2005, F.T.R., born June 29, 2008, and L.R., born March 14, 2011. These children are hereinafter referred to as the “minor children.”

5. Legal Custody. The parties shall share joint legal custody of the minor children. The parties shall consult each other on significant decisions in the children’s lives. If they disagree, the parties shall consult the relevant professionals in the children’s lives, *ie.*, doctor, teacher, therapist, etc. Thereafter, the parties shall return to mediation in the event of an impasse regarding a major decision prior to seeking court intervention.

6. Physical Custody. The parties shall share joint physical custody of the minor children subject to a 50/50 time sharing schedule. The default schedule shall be 2/2/5/5, with Nancy exercising parent time on Mondays and Tuesdays, Matt exercising parent time on Wednesdays and Thursdays, and alternating weekends through Monday morning.

a. Extended Parent Time. Each party shall be entitled to 2 weeks of

uninterrupted parent time during the summer months, which may not conflict with a holiday awarded to the other party. For purposes of designating summer uninterrupted parent time, the parties shall designate his/her selection for the 2 weeks of summer parent time by April 15th each year. If a party gives timely notice and the other parent does not, the complying party shall have the first choice of his or her 2-week schedule for that year. If there is a conflict in summer scheduling, and both parties or neither party gave timely notice, then Matt shall have preference in even-numbered years to designate a 2-week period, and Nancy shall have preference in odd-numbered years to designate her 2-week period.

b. Holiday Parent Time. The parties shall share holidays pursuant to Utah Code 30-3-35.1(6)(c) (designating Matt as non-custodial and Nancy as custodial for purposes of dividing holiday parent time only), as follows:

<b>Even Years</b>	<b>Odd Years</b>	<b>Holiday and Time</b>
Mother	Father	<b>Martin Luther King Jr. Holiday</b> after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	<b>President's Day</b> after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	<b>Spring Break</b> after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	<b>Memorial Day</b> after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	<b>July 4<sup>th</sup></b> 8 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	<b>July 24<sup>th</sup></b> 8 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	<b>Labor Day</b> after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	<b>Columbus Day</b> after school on day before holiday to the day after the holiday with drop off to school
Mother	Father	<b>Fall Break</b> after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	<b>Halloween</b> after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.

Mother	Father	<b>Veteran's Day</b> after school on day before holiday to the day after the holiday with drop off to school
Father	Mother	<b>Thanksgiving</b> after school on the day school lets out to the day school resumes with drop off to school
Mother	Father	<b>First Half of Christmas Vacation, including Christmas Eve and Christmas Day</b> beginning after school the day school lets out until 1 p.m. on day halfway through break (if odd number of days in break), or 7 p.m. (if even number of days in break)
Father	Mother	<b>Second Half of Christmas Vacation</b> , beginning 1 p.m. on day halfway through the break (if odd number of days in break) or 7 p.m. (if even number of days in break) and ending the day school resumes with drop off to school
Mother	Father	The <b>day before or after child's birthday</b> from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session
Father	Mother	<b>Child's actual birthday</b> from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session
Father	Father	<b>Father's Day</b> 9:00 a.m. on the holiday to the day after at 8 a.m.
Mother	Mother	<b>Mother's Day</b> 9:00 a.m. on the holiday to the day after with drop off to school

7. Child Support. Beginning November 1, 2019, Matt shall pay Nancy child support of \$2,200 monthly based upon the following income and parent-time, and calculated using a Joint Custody Worksheet as follows:

- a. Nancy being awarded 183 overnights;
- b. Matt being awarded 182 overnights;
- c. Nancy imputed income of \$3,000 gross per month, and
- d. Matt's monthly income of \$20,000 gross per month.
- e. One half of child support shall be paid by the 5<sup>th</sup> and one half by the 20<sup>th</sup> of each month. Child support shall be paid via electronic transfer to an account designated by Nancy.
- f. In consideration of the additional support agreements reached between the

parties, both the current child support, as well as any recalculated child support based upon the emancipation of any of the minor children, shall be recalculated using the parties' above incomes, plus an upward deviation of \$762 per month. As an example, the current child support obligation is based upon a worksheet obligation of \$1,438, plus the upward deviation of \$762, for a total child support obligation of \$2,200.

g. If Matt attempts to modify the upward deviation, the issue of alimony shall also be renegotiated.

8. Parenting Plan. The parties shall adhere to the terms of the following parenting plan:

a. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.

b. The parent-time schedule shall be used to maximize the continuity and stability of the children's lives.

c. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

d. Each parent shall have the children ready for parent-time at the time the children are to be picked up.

e. Regular school hours may not be interrupted for the exercise of parent time by either parent.

f. Each parent shall notify the other within 24 hours of receiving notice of all significant school, social, sports, and community functions in which any child is participating or being honored, and the either parent shall be entitled to attend and participate fully.

g. Each parent shall have access directly to all school reports and medical records.

h. The parties shall immediately contact the other in the event of an emergency related to their children.

i. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

j. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor children while they are with the other parent. The children may call either parent at any reasonable time.

k. Parental care shall be presumed to be better care for the children than surrogate care.

l. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers.

m. The parties shall share transportation for parent time equally, unless otherwise agreed, with the party receiving the children for parent time picking up the

children. Exchanges will be directly to/from school whenever possible.

n. Communication. The parties shall communicate primarily by email and text message. All communication shall be civil and related to the children. Name-calling shall never be considered civil.

o. Travel. In accordance with UCA 30-3-36, each party shall be responsible to provide the other with an itinerary and contact information before traveling with the children overnight.

p. Day to Day Decisions. Each party is responsible for making the day to day decisions as they impact the children. Both parents shall honor the other party as a parent to the children and shall not second guess the decisions to the children.

9. Medical Insurance. Matt shall continue covering the minor children on his health insurance policy. Matt shall pay 100% of the children's portion of the premium. There will be no reimbursement by Nancy for the health insurance premiums. If both parties have health insurance on the children, Matt's policy shall be considered the primary policy and neither party shall be reimbursed for insurance coverage.

10. Out-of-Pocket Expenses. The parties shall share non-covered out-of-pocket expenses paid on behalf of the minor children for medical, dental, orthodontic, and counseling equally and consistent with Utah Code 78B-12-212.

11. Extra-Curricular Activities. The parties shall share the cost of the children's extra-curricular activities equally, so long as the activity is agreed to in writing before enrollment in the activity.

12. Childcare. Each party shall be responsible for paying his or her own childcare

costs.

13. Tax Credit. The parties shall share the dependency exemption/ tax credit for the minor children as follows:

a. While there are four qualifying children, the parties shall alternate the dependency exemption/ tax credit for the minor children. Matt shall claim the two oldest children and Nancy shall claim the two youngest children.

b. While there are three qualifying children, the parties shall alternate the dependency exemption/ tax credit for the minor children. Matt shall claim the two oldest children in odd-numbered tax years and the oldest child in even-numbered tax years. Nancy shall claim the two youngest children in even-numbered tax years, and the youngest child in odd-numbered tax years.

c. While there are two qualifying children, the parties shall each receive one child as a dependency exemption/ tax credit. Matt shall claim the oldest child and Nancy shall claim the youngest child.

d. When there is only one qualifying child, the parties shall alternate the dependency exemption/ tax credit for the minor child. Matt shall be entitled to claim the minor child as a dependency exemption/ tax credit for odd-numbered tax years, and Nancy shall claim the minor child as a dependency exemption/ tax credit for even-numbered tax years.

e. Either party has the ability to purchase the other party's tax credit (*i.e.*, if one party is not working).

14. Attorney Fees. The parties are each responsible to pay their own attorney fees and costs. Each party is solely responsible to pay any expert used by them throughout the divorce



process.

15. Total Support Obligation. The combined support obligation for alimony and child support shall be \$3,400 per month for a period of five (5) years, unless alimony is sooner terminated by Nancy's remarriage, cohabitation, or the death of either party. Alimony shall commence on November 1, 2019 and shall be paid in equal payments on the 5<sup>th</sup> and 20<sup>th</sup> of each month.

a. Two of the parties' minor children will emancipate during the five (5) year period in which the parties have agreed to the total monthly support figure of \$3,400. When the child support amount decreases due to the emancipation of minor children pursuant to the above child support paragraph, alimony shall increase by an amount such that the amount of total support remains \$3,400 for as long as there is an alimony obligation.

16. Mutual Restraint. The parties shall be mutually restrained as follows:

a. Neither party shall make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing, or otherwise.

b. Both parties are mutually restrained from harassing or threatening the other party.

c. Neither party shall enter the home of the other without consent of the party (not the children).

d. Neither party shall interrogate the children or seek to find information about the other through the minor children.

e. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service or obtain any other service.

17. Real Property. During the course of the marriage, the parties acquired the following properties. Each party shall be awarded the following properties, subject to any debts and liabilities, as specified in the following table:

<b>Description</b>	<b>Approx. Net Value</b>	<b>Award To:</b>	<b>Notes</b>
535 E. 3200 N. Kamas, UT			To be sold pursuant to Paragraph 17(a)
4324 North Meadow Lane Oakley, UT	-\$12,000	Nancy	Nancy shall refinance out of Matt's name pursuant to Paragraph 17(b)
Russel and Co. Office 2625 E. 3300 S. Millcreek, UT	\$157,418	Matt	
High Star Lot – Kamas, UT	\$225,000	Nancy	MBR, LLC shall quit claim this lot to Nancy by 10.31.19
Upper Loop Lot – Kamas, UT	\$215,000	Matt	
1956 Berkley SLC, UT	\$303,815.13	Matt	Matt shall refinance out of Nancy's name pursuant to Paragraph 17(b)
245 Park Ave. Park City, UT	\$427,800.37	Nancy	Nancy shall refinance out of Matt's name pursuant to Paragraph 17(b)
7942 S. Oakledge Rd. Sandy, UT	\$251,645.05	Matt	Western Investment Properties shall quit claim to Matt so he can refinance into his sole name. Western Investment Properties shall be dissolved
9665 Villa Springs Lane	\$119,855	Nancy	Western Investment

Sandy, UT		Properties shall quit claim to Nancy so she can refinance into her sole name
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a. Farm Property. The farm property located at 535 E. 3200 N. Kamas, UT 84036 shall be sold. Matt is awarded the temporary use and possession of the farm until such time as the farm is sold. The parties shall use Sam Aplanalp as the listing agent. The property shall be listed for sale immediately. The parties shall follow the advice of the realtor as to listing price, reductions in price, counter-offers, necessary repairs, etc. Matt shall pay for the up-front costs of the necessary repairs and provide verification of such at closing so that he can be reimbursed for said repairs. The parties shall accept any offer that is within 3% of the listing price.

i. Escrow Instructions. Net proceeds from the sale of the farm property shall be divided equally between the parties after the payment of a) mortgages, b) taxes, c) insurance, d) sales costs and commissions, e) reimbursement to Matt for all of the necessary repairs he has made, g) reimbursement to Matt pursuant to the below subparagraph (ii), h) \$120,475.97 to Nancy, as her equalization payment for the inequitable distribution of the properties above. Thereafter, the parties shall equally divide the net equity.

ii. If the farm property has not sold after February 1, 2021, Matt shall be reimbursed \$1,500 per month from February 1, 2021 until such time as the home is sold. Matt shall be reimbursed said amount at closing.

b. Refinance. Absent further agreement between the parties, the parties shall refinance the properties awarded to them within 6 months of entry of this Decree of Divorce. The other party shall sign a quit claim deed transferring title to the refinancing party upon the refinance.

18. Bank Accounts. The parties acquired bank accounts during the course of their marriage. The division of accounts is as specified in the following table:

<b>Description</b>	<b>Approx. Net Value</b>	<b>Award To Matt</b>	<b>Award to Nancy</b>
Zions Bank #7144	\$7,898.51	\$7,898.51	
Zions Bank #8644	\$6,627.00	\$6,627.00	
Zions Bank #8745	\$7,329.58	\$7,329.58	
Zions Bank Savings #9024	\$1.00	\$1.00	
Zions Bank #4639 - MBR	\$83.96	\$83.96	
Zions Bank #2122 – Western Investment Prop.	\$4,833.00	\$4,833.00	
Zions Bank #0045 – Russell & Co.	\$1.00	\$1.00	
Zions Bank #2953 – Russell & Co.	\$414,000.00	\$154,051	\$259,949
Zions Bank #4165	\$5,047.95		\$5,047.95
Zions Bank #9502	\$14,367.79		\$14,367.79

\*The approximate net value represents the agreed upon approximate value. The parties understand these values could fluctuate and that said fluctuations shall not affect the final settlement contained herein. A \$1.00 amount reflects a nominal amount, not the actual approximate net value, and is used only to show the division of the accounts.

19. Stocks and Money Market. The parties acquired stock and money market accounts during the course of the marriage. Matt shall be awarded the Namar LLC Zions Bank account ending -003 (approximate net value of \$120,290.67) and the Zions Bank money market account ending -8884 (approximate value of \$12,127.29).

20. Retirement: During the course of the marriage, the parties acquired interests in

retirement accounts, education accounts, and other investments. The accounts shall be divided as described in the table below:

<b>Description</b>	<b>Approx. Net Value</b>	<b>Award To Matt</b>	<b>Award to Nancy</b>
Cash Value Insurance #7188 – 1,000,000			
Term #4388 –2,000,000 1,000,000	TERM		
Term #6772 – 1,000,000	TERM		
Non Custodial Simple #5279 Matt			
John Hancock #1530 H.R. \$7,900			
John Hancock #1526 F.R. \$7,900			
John Hancock #1538 L.R. \$7,900			
Total of the above accounts minus the children’s portion	\$197,300	\$110,303	\$86,997
Northwestern Mutual Roth IRA	\$27,642	\$27,642	
Northwestern Mutual #8468	\$144,368.15		\$144,368.15

a. As per the above table, Nancy shall be awarded \$86,997 of Matt’s Non Custodial Simple account -5279, which amount shall be transferred into Nancy’s Northwestern Mutual -8468 account. Nancy’s attorney shall prepare any documents necessary to effectuate the transfer, including a QDRO if one is required, at Nancy’s expense.

b. Subject to the above table, each party is awarded his or her own life insurance policy. The parties shall continue to name the children as beneficiaries of these policies. Each party shall be responsible for paying his or her own premium to maintain the policies.

c. The John Hancock accounts ending in 1530, 1526, and 1538 each contain approximately \$7,900 and are awarded to the children, with both parties serving as the custodians for said accounts. Neither party shall make any withdrawals from these

accounts without a signature from the other party.

21. Vehicles and Other Property. The parties acquired the following personal vehicles during the course of the marriage. The personal vehicles are divided as described in the following table:

<b>Description</b>	<b>Approx. Net Value</b>	<b>Award To Matt</b>	<b>Award to Nancy</b>
2016 Toyota Highlander	\$33,000		\$33,000
2010 BMW GS	\$7,000	\$7,000	
1974 Toyota Landcruiser	\$6,500	\$6,500	
2004 Toyota Landcruiser - Son	\$1.00	\$1.00	
2010 Polaris Ranger	\$3,200	\$3,200	
2012 Polaris RAZR	\$9,500		\$9,500
2007 Honda Fourmax 4Man	\$1,800	\$1,800	
2002 Suzuki 250	\$1.00	\$1.00	
2006 Honda CHF50 Scooter	\$1.00	\$1.00	
2018 Skidoo SP154	\$5,500	\$5,500	
2014 Skidoo Summit 800	\$1.00	\$1.00	
2014 Skidoo Summit X163	\$1.00	\$1.00	
2005 Honda SRF 50	\$1.00	\$1.00	
2008 Yamaha TTI	\$1.00	\$1.00	

a. Title transfer. The parties shall transfer the titles to the vehicles as shown above by November 1, 2019.

22. Russell and Co. Vehicles. The parties acquired business vehicles during the course of the marriage. The Russell and Co. vehicles, described in the following table, shall be awarded to Matt:

<b>Description</b>	<b>Approx. Net Value</b>
2002 Dodge 3500	\$5,000
2014 F150	\$16,000
2009 Chevy Express G150	\$6,500
2007 Ford Econoline (Sold)	
2014 Ford F160	\$15,000

2013 Ford 150	\$14,500
2015 Toyota Tundra	\$20,000
2016 Ford 250	\$39,000
2015 Lexus CT200	\$12,000
2007 PJ Trailer	\$1,200
2010 Util Box	\$6,000
2012 Dump Trailer	\$7,200
2010 HHUL MARK ENCL Trailer	\$1,200
2000 Big Tex	\$900
2000 Wells Cargo	\$1,200
2017 Dutchman	\$4,000
2013 Utility Box	\$1,200

23. Personal Property. The parties have acquired personal property during the course of the marriage, including various pets and livestock. These items of personal property shall be divided as the parties may agree. If the parties cannot agree, they shall exchange lists through their respective counsel.

24. Guns. The parties acquired guns during the course of the marriage. The guns shall be divided according to the following table:

<b>Description</b>	<b>Approx. Net Value</b>	<b>Award To Matt</b>	<b>Award to Nancy</b>
Glock 17	\$350	\$350	
Winchester Super X12	\$399	\$399	
Browning Xbolt 7mm	\$499	\$499	
Savage 243 Kids	\$150	\$150	
Smith and Wesson Bodyguard 380	\$350		\$350
Ruger LC9S	\$239	\$239	
Costco Gun Safe	\$200	\$200	

25. Business Interest. The parties acquired a business interest during the course of the marriage. In consideration of the alimony award and the division of debts and assets provided herein, Russell and Co., LLC shall be awarded to Matt free and clear of any claim by Nancy and subject to any and all debts and liabilities, including but not limited to: tax debts, consumer

loans, credit cards, vehicle loans, payments owed to clients, etc., and Matt shall indemnify and hold Nancy harmless therefrom. The parties opted not to have a business valuation or assess a value to the business with the contingency that Matt be solely responsible for the debts as set forth herein.

26. Debts. The parties acquired debts during the marriage. Matt shall be awarded the Zions Commercial Loan account ending -9002 (approximate balance of \$300,000), the ongoing timeshare dues (approximate balance of \$675.00), and the REI US Bank credit card account ending -6056 (approximate balance of \$1.00). Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.

27. SkyMiles and Membership Points. There exist mileage accounts with Delta SkyMiles and Membership Rewards points with American Express. Those miles and points shall be divided equally between the parties as of October 7, 2019. The approximate amount of Sky Miles points is 400,000. Matt shall transfer half the Sky Miles to Nancy by October 9, 2019.

28. Restoration of Maiden Name. If Nancy desires, she may be restored to her maiden name.

29. Full Disclosure. The parties each indicate that there has been a complete, accurate, and current disclosure of all income, assets, and liabilities. Any failure to provide complete disclosure may constitute perjury. The property referred to herein represents all the property with either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

30. Final Stipulation. The parties' Stipulation is entire and complete and embodied all understandings and agreements between the parties regarding the division of financial assets and



debts. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect. The parties were aware that they had a right to proceed to trial in this matter to present all of their evidence and witnesses, but waived this right.

**END OF DECREE OF DIVORCE**

**\*\* ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE\*\***

Approved as to form:

/s/ Cassie J. Medura  
Cassie J. Medura  
*Attorney for Petitioner*  
*Electronically signed by Rebecca S. Ross with*  
*Permission from Cassie J. Medura on October 22, 2019*

**RULE 7 NOTICE**

**You will please take notice** that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing *Decree of Divorce* will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

Dated this 21<sup>st</sup> day of October, 2019.

/s/ Rebecca Ross  
Rebecca S. Ross  
*Attorney for Respondent*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 21<sup>st</sup> day of October, 2019, I caused to be delivered, a true and correct copy of the foregoing document to Petitioner's attorney, Cassie Medura, via electronic mail to the following:

Cassie Medura  
cassiejmeduralaw@gmail.com

*/s/ Liberty Stevenson*  
Liberty Stevenson  
*Paralegal to Rebecca Ross*