

The Order of the Court is stated below:

Dated: December 02, 2021
11:17:01 AM

/s/ SU CHON
District Court Judge



NATHANIEL GARRABRANDT (15137)
MARCO BROWN (13156)
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Petitioner's Attorney

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

LISA STEPHENS, Petitioner, v. BRYAN STEPHENS, Respondent, STEPHENS FAMILY TRUST, Lisa Stephens and Bryan Stephens, Trustees.	DECREE OF DIVORCE Case No. 204906697 DA Judge Su Chon Commissioner Russell Minas
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Petitioner, Lisa Stephens, through her attorney, Nathaniel Garrabrandt, and Respondent, Bryan Stephens, through his attorney, Bryan Stephens, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached during mediation with mediator, Tamara A. Fackrell on September 13, 2021. From the records, files, and papers in this matter, the

Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and Petitioner is hereby awarded a Decree of Divorce from Respondent, to become absolute and final upon entry by the Court.

2. Marriage Statistics: The parties were married on January 25, 1984, in Salt Lake County, Utah, United States and are presently married.

3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. Children. There are no minor children.

5. Financial Division:

a. The parties will divide the financial division as designated as follows:

Capital One 360	6924171	6,270.38	Children's Portion
Twine	8BN-06641-10	10,702.84	Children's Portion
TD Ameritrade - Rooted	8064	837,671.17	Children's Portion
TD Ameritrade - Rooted	7117	213,097.49	Lisa
Zions -BlackBird GskipTst	226	36,659.43	Lisa Inherited
TD Ameritrade -BlackBird	8062	521,830.92	Lisa Inherited

First Utah Bank	8035	9,940.95	Lisa
First Utah Bank	5036	342,268.15	Children's Portion
First Utah Bank -	3156	21,281.18	Lisa Inherited
E Trade -	1573	272,669.42	Children's Portion
E Trade - Ind	2672	23,613.86	Children's Portion
E Trade - Good Luck	6838	21,693.99	Children's Portion
E Trade - Ind Broker	3642	19,850.38	Children's Portion
E Trade - Rollover IRA	8732	92,938.72	Lisa
E Trade - Roth IRA	6252	14,825.04	Lisa
E Trade -	7464	5,000.25	Children's Portion
AFCU - est - Pat	2876966-9	6,069.11	Bryan Inherited
AFCU - Inherited CD	32685497	8,855.70	Bryan Inherited
Capital Group - American	88552690	52,360.13	Lisa
Avidia HSA & UTILITY	427	7,138.74	Bryan
Betterment - Roth IRA	BS	9,887.36	Bryan
Betterment - Rollover IRA	BS	309,429.79	Bryan
Betterment Build Wealth	715	29,503.96	Lisa
Betterment - Inherited IRA	BS	28,110.26	Bryan Inherited
E Trade - SIMPLE IRA -	5739-6869	38,857.99	Bryan
E Trade - JT	5737-4024	37,255.43	Lisa

Betterment - Just Save	1426	0.45	Children's Portion
Betterment - Safety	1426	654.45	Children's Portion
Betterment - BlackBird -	7099	460.74	Lisa Inherited
First Utah Bank - Kasasa	590	9,938.18	Lisa
First Utah Bank Kasasa SV	5176	90.53	Lisa
HBT- CONTRIB	90503129	16,972.22	Bryan
Vanguard Star Fund	0056-88165725815	70,938.00	Lisa
LPL Financial	3475-5396	63,806.22	Lisa
Jason Lexus Loan		5,457.00	Lisa
BPS Loan to Skids Inv 425000		425,000.00	Bryan
Phoenix - Nassau RE	Life on Lisa	-	Lisa
Protective, was Union	Life on Bryan	-	Bryan
Prudential	Whole Life on Bryan	39,151.43	Lisa Inherited
2013 Mercedes ML350		19,000.00	Lisa
2018 Tesla Model 3		41,500.00	Bryan Inherited
2000 Dodge Ram 1500		1,500.00	Bryan
Furnishing		17,000.00	Lisa
Jewelry		5,000.00	Lisa Inherited
MROP Timeshare		-	Bryan
1446-48 E Skyview Dr - Duplex w/ Skids Prop			Bryan

2183 East 3780 South, Millcreek Home		855,000.00	Lisa
Eliason Eight, LLC - Oil thru Good Cache(34.5% Skds)	~\$3.9Mil(\$40/brl)@14%X65.5%	357,630.00	Lisa Inherited
Eliason Enterprises, LLC - Real Estate Rental Props	~\$8 mil @14% current	1,120,000.00	Lisa Inherited
Joyce Eliason Family Trust & Max's Estate			Lisa Inherited
2015 & 2016 TRUSTS		-	Lisa Inherited
Stephens Management Corp. (70%)	Est Value X Ownership	350,928.69	Bryan
Skids Investments, LLC - Bryan/Lisa 70% (30% Skids)	Est Value of \$160k X 75%	130,000.00	Bryan
Skids Investments, LLC - Bryan/Lisa 70% (30% Skids)	Est Value of \$160k X 25%	40,000.00	Bryan
Skids Properties, LLC - R/E Rental 70% Joint (30% Skids)	Est Value X Ownership	367,500.00	Bryan

- b. Because of the financial distribution herein, Bryan owes Lisa \$92,955 for equalization of the financial accounts. He shall pay her within 6 months of the entry of the Decree of Divorce. If TD Ameritrade 7117 has additional funds beyond the amount awarded to Lisa, she shall receive those amounts and the total shall be deducted from the amount that Bryan owes Lisa as designated in this paragraph. Proof of account balance shall be provided within 7 days of the execution of the stipulation.

- c. Any excess amounts shall be given to the primary account holder or the person who has the current control over the account since the separation. Any deficits shall also be paid by the account holder or the person who has the current control over the account since the separation. Any deficits shall be paid within 6 months of the entry of the Decree.
- d. The LPL Financial - Engh - Inv Acct Strat II shall be awarded to Lisa in the amount \$63,806.00 and the excess shall be divided equally between the parties. Proof of account balance shall be provided within 7 days of the execution of the stipulation.
- e. The cost of any division of the accounts, if any, shall be shared equally.

6. Children's Portion. Bryan will elect a portion of his lifetime gift exclusion to give the children \$1,540,395 as designated above. These monies will be put into trusts, LLCs, or give it directly to the children, which option shall be elected by Lisa, after consulting with the children, within 90 days of the Decree of the Divorce. Lisa shall commence the process for creation of the elected entity within 30 days of her election and Bryan shall cooperate as requested. Once the lifetime gift exclusion has occurred, Bryan shall have no say or issue with how the monies are handled. Any costs for setting up the entities shall be taken directly from the monies designated in this paragraph.

7. Dissolution of Trust. The parties agree to dissolve the STEPHENS FAMILY TRUST as soon as reasonably possible.

8. Real Property. The marital home is awarded to Lisa. Bryan has a HELOC on the home and shall make the monthly payments and shall pay off the loan within 6 months of the entry of the Decree of Divorce. Bryan shall apply for funding by November 15, 2021 shall provide proof of the same within 72 hours of application.

9. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts except as designated otherwise herein:

<i>Debt Description:</i>	<i>Obligation of:</i>
Debts in Bryan's name	Bryan
Debts in Lisa's name	Lisa

- a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.
- b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
- c. Delinquency in Payments: 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 paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

10. Business Interest: The businesses as awarded herein shall be as follows: The person who has the award shall receive all associated income, assets, intellectual property, debts, liability, and tax consequences. Skids Property, LLC and Skids Investment, LLC shall be awarded to Bryan and Lisa shall cooperate in transferring her interest within 7 days of the receipt of the paperwork that is Bryan provides. Stephens Management Corporation shall be awarded to Bryan.

11. Name: Lisa will have the option of restoring her name to Eliason.

12. Alimony. Neither party is awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

13. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

14. Attorney's Fees and Costs: Each party are ordered to assume his or her own costs and attorney's fees incurred in this action

*****END OF DECREE OF DIVORCE*****

In accordance with the Utah State District Court eFiling standards No 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper-righthand corner of the first page of this Order along with the court's seal and the date and time the Order was executed.

APPROVED AS TO FORM:

/s/Matthew Olsen

(signed by Nathaniel Garrabrandt with permission from
Matthew Olsen via email 10.6.21)

Respondent's Attorney

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Matthew Olsen

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated October 5, 2021.

BROWN FAMILY LAW, LLC

/s/ Nathaniel Garrabrandt

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Nathaniel Garrabrandt

Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify on October 5, 2021 I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Matthew Olsen
mnolsen@olsenfamilylaw.net

/s/ Nathaniel Garrabrandt

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Nathaniel Garrabrandt
Petitioner's Attorney