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Attorney for Petitioner

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

IN THE MATTER OF THE
MARRIAGE OF:

DIANE MICHELLE LIDDELL,

Petitioner,

and

JONATHAN CHRISTIAN LIDDELL,

Respondent.

DECREE OF DIVORCE

Case No. 224903691

Judge: Robert Faust
Commissioner: Kim M. Luhn

BASED UPON the Verified Petition for Decree of Divorce on file herein, the Settlement Agreement (the "Agreement") properly executed by the parties and incorporated herein, the Affidavit of Jurisdiction and Grounds, and the Court having previously entered Findings of Fact and Conclusions of Law, the Court, being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Petitioner is awarded a Decree of Divorce, based upon the grounds of irreconcilable differences, the same to be final upon entry. The Court here

enters this Decree of Divorce, hereby severing and dissolving the bonds of matrimony heretofore existing between the parties, hereby immediately reinstating each party to the status of a single and unmarried individuals.

CUSTODY OF MINOR CHILD, PARENTING PLAN

2. Legal Custody. Diane and Jonathan are awarded joint legal custody of the Minor Child. Each party is entitled to equal access to school records, medical records, and other similar information related to the Minor Child. With respect to major decisions affecting religion, schooling, and medical care, the parties shall use best efforts to make the decision jointly when possible. If they are unable to make a joint decision after good-faith efforts, Diane is the presumptive final decision-maker.

3. Physical Custody. Both Diane and Jonathan are fit and capable parents and are awarded joint physical custody of the Minor Child. Parent time shall be as the parties agree and shall be consistent with the reasonable input and desires of the Minor Child. As a default, the provisions of Utah Code Ann. § 30-3-35.1 apply (including the default holiday and special occasion schedule) with Diane acting as “custodial parent” and Jonathan acting as “noncustodial parent.”

4. Change of Contact Information. To the extent either party relocates or changes a cell phone number, the party shall provide notice within 24 hours of said change. The parties shall use the other party’s preferred e-mail address for e-mail communications.

5. Relocation. If either party moves more than 150 miles from her current residence, the notice and hearing provisions of Utah Code Ann. § 30-3-37 shall apply.

6. Emergencies. If the Minor Child becomes significantly ill or significantly injured, the party with parent time at the time must notify the other immediately and shall follow the directions of any medical professionals treating the Minor Child.

7. Non-Disparagement. Neither party shall disparage the other to the Minor Child or in front of the Minor Child for as long as the Minor Child is a minor. Neither party shall allow a third party to disparage either parent in the presence of the Minor Child for as long as the Minor Child is a minor. The Minor Child shall not be used to pass messages between the parties for as long as the Minor Child is a minor.

CHILD SUPPORT, INSURANCE, AND OTHER COSTS

8. Diane is employed and earns a gross monthly income of \$6,250.00.

9. Jonathan is employed and earns a gross monthly income of \$41,666.00.

10. The base child support obligation is calculated using the Utah statutory guidelines. Using the joint custody worksheet, Jonathan is ordered to pay \$2,283.00 a month in base child support. This amount is included in, and not in addition to, "family support" addressed below.

11. The parties shall ensure that the Minor Child is covered by medical insurance. They shall share equally in the child's portion of the cost of the premium on a per capita basis. Each party shall pay one-half of reasonable and necessary medical expenses not covered by insurance and other similar charges for the Minor Child as set forth in Utah Code Ann. § 78B-12-212.

DIVISION OF ASSETS AND LIABILITIES

12. Real Property. The property located at 12894 S Ellerbeck Ln., Draper, UT 84020 (the "Marital Home"), is awarded to Diane. Diane is entitled to remain in the Marital Home until October 31, 2025, without refinancing the loan to remove Jonathan as an obligor on the secured loan. After that time, she shall sell or refinance the Marital Home to remove Jonathan as an obligor on the loan. Diane shall take affirmative, good-faith steps sufficiently prior to October 31, 2025, to sell or refinance the Marital Home such that the sale or refinance is complete by October 31, 2025, not that the process begins after October 31, 2025. If the home is refinanced, Jonathan is not entitled to any equity in the home. If Diane sells the home, she is entitled to all of the proceeds from the sale of the home after paying the mortgage and the cost of the sale. Jonathan shall not take any actions to encumber the home and shall hold Diane harmless from any creditors taking an interest in the home caused by any action of Jonathan.

13. Vehicles. The parties are awarded vehicles as follows:

- a. Sprinter Van - to Jonathan, who is solely responsible for

any and all associated debt.

b. Corvette - to Diane, who is solely responsible for any and all associated debt.

c. Jeep Rubicon - to Jonathan, who is solely responsible for any and all associated debt.

d. Jeep Wrangler - to Diane, who is solely responsible for any and all associated debt.

e. Subaru Outback - to Jonathan, who is solely responsible for any and all associated debt.

14. Business Interests. Jonathan is awarded his dental practice, Jonathan C. Liddell, DMD, PC, as well as all financial accounts, assets and debts of that business, free and clear of any claim by Diane.

15. Non-Business Accounts. Each party is awarded half of all accounts not in the name of Jonathan's business, as follows:

a. The joint checking and savings accounts at Chase shall be divided equally as of November 1, 2022, the date the parties executed their Agreement and closed within a reasonable time so as to allow changes to automatic payments.

b. Each party shall keep his and her own separate checking and savings accounts, free and clear of any claim of the other.

c. The parties' investment assets shall be divided, as follows:
Pacific Life Insurance (VP65676780) awarded to Jonathan

Tithing Fund (0QF875533) awarded to Diane

Trust Account (B37S746032): \$44,502 to Diane, \$23,668 to
Jonathan

PPS Select (B8G155268): \$99 awarded to Diane, \$99 to
Jonathan

Alta Trust (F11025906): \$51,926 to Diane, \$51,926 to
Jonathan

Pacific Oak REIT (20056645): \$26,148 to Diane, \$26,148 to
Jonathan

d. Diane is awarded the PPS Select IRA (B8G174684) and
her 401k, and Jonathan is awarded the PPS Select IRA
(B8G171815).

e. College funds in college accounts for the children must be
used for college expenses only and may not be unilaterally
withdrawn.

16. Medical Insurance. Diane shall keep Jonathan and the parties' adult
children on her medical insurance as long as allowed by law and the terms
of the insurance plan. The per capita cost shall be shared equally. If either
party remarries, the availability of the insurance will terminate for
Jonathan, and Jonathan will only share in the cost to insure any of the
children.

17. Debts.

- a. The loan owed by the parties related to the hot tub shall be shared equally.
- b. Jonathan is solely responsible for his student loans.
- c. Except as provided herein, each party shall assume and is solely responsible for any and all debts in their name, free and clear of any obligation of the other. Neither shall incur any further debt in the name of the other party.

18. Life Insurance. For as long as Jonathan has a support obligation to Diane, Jonathan is ordered to maintain life insurance with Diane as a beneficiary in an amount sufficient to cover all remaining support payments.

19. Personal Property. Each party is awarded personal property in his and her possession, except that Jonathan is awarded his personal effects, recreational equipment (skis, bikes, etc.), and furniture agreed upon by the parties.

20. Entry of Decree, 2022 Taxes. Neither party may seek entry of a final decree until January 1, 2023. The parties shall file a joint tax return 2022. They will share any tax preparation fees, refund or deficiency equally, assuming that such refund or deficiency is less than \$5,000 (as it has been historically). If higher than \$5,000, they shall meet and confer concerning how and why the larger refund or deficiency occurred and what to do about it.

21. Final Property Settlement. Jonathan is ordered to pay to Diane the

sum of \$72,000 within 90 days of entry of the Decree of Divorce as a final property settlement.

ALIMONY

22. Alimony. Commencing November 1, 2022, and continuing for a total of 168 consecutive months (*i.e.*, through and including October 31, 2036), Jonathan is ordered to pay family support to Diane as follows:

- a. For the month of November, 2022, Jonathan shall pay the mortgage on the Marital Home directly to the mortgage lender. Any remaining family support (child support or alimony) is deemed paid by the payment made by Jonathan on October 31, 2022.
- b. For the months of December, 2022, through June, 2023, Jonathan shall pay (i) \$2,283 in child support, (ii) \$2,460 in alimony, and (iii) the mortgage on the Marital Home directly to the mortgage lender.
- c. For the months of July, 2023, until the Marital Home is sold and the home mortgage on the Marital Home is satisfied in full (or refinanced to remove Jonathan as obligor), Jonathan shall pay (i) \$4,743 in alimony, and (ii) the mortgage on the Marital Home directly to the mortgage lender.
- d. After the Marital Home is sold and the home mortgage on the Marital Home is satisfied in full (or refinanced to remove

Jonathan as obligor), whether before or after October 31, 2025, Jonathan is ordered to pay to Diane \$10,000 per month.

e. Jonathan's obligation hereunder, whether characterized as payment of child support, alimony or direct payment to the mortgage on the Marital Home, will never exceed \$10,000 per month.

f. Alimony will terminate prior to October 31, 2036, upon the death of either party, Diane's cohabitation or remarriage, or as otherwise provided by Utah law.

MISCELLANEOUS

23. Attorney's Fees and Court Costs. Each party is solely responsible for his and her attorney's fees and costs of court.

24. Further Assurances. Each party shall sign necessary documents (titles, deeds, etc.) and otherwise cooperate in implementing the terms of the Decree of Divorce.

25. Refinance of Obligations. Except as specifically stated otherwise herein, each party shall ensure that any assets he or she is awarded are free and clear of any debt on which the other is an obligor. In such case, the party awarded the asset shall transfer, pay, or refinance the debt in a timely fashion to remove obligation of the other. If the party awarded the asset is unwilling or unable to do so, the asset shall be sold in a timely and commercially reasonable manner and the debt satisfied directly from the

proceeds of sale. Until refinance or other satisfaction of such debt so as to remove the other party, the party awarded the asset shall ensure all required payments are timely made and must notify the other party if she is unable to make the payment in advance of that payment being late.

26. Dispute Resolution. Absent exigent circumstances, in the event of a dispute between the parties within the scope of the Decree of Divorce, the parties must first attend mediation in good faith prior to bringing up the matter with the Court for determination. The parties shall equally share the cost of the mediator for mediation but shall be responsible for their own attorney's fees.

27. The parties may make separate or other agreements that are different from or contrary to the provisions herein.

28. Prior or contemporaneous oral or written agreements or matters outside of the parties' Decree of Divorce are superseded.

*******END OF ORDER*******

*****EXECUTED AND ENTERED BY THE COURT AS INDICATED
BY THE STAMP AND SEAL AT THE TOP OF THIS PLEADING*****

Approved as to Form:

/s/ Ben W. Liberman

Signed by Jared T. Hales with permission

Ben W. Lieberman

Attorney for Respondent

RULE 7 NOTICE

You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing will be submitted for signature at the expiration of seven days (7) plus three days (3) for mailing unless written objection is filed within that time.

Dated this the 31st day of January 2023.

/s/ Jared T. Hales

Jared T. Hales

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of February 2023, I caused a true and correct copy of the foregoing to be served, pursuant to Utah Rule of Civil Procedure 5(b), on the following person(s), by the means indicated herein.

Ben W. Lieberman
Attorneys for Respondent

_____ U.S. Regular Mail
_____ Hand Delivery
_____ Facsimile Transmission
 E-filing/Emailing

/s/ Sarah Wells

Sarah Wells

