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

In the matter of the marriage of

LAURIE KNAPHUS,
Petitioner,
and
BRUCE KNAPHUS,
Respondent.

DECREE OF DIVORCE

Case No. 234900218
Judge Kara Pettit
Commissioner Russell Minas

This matter comes before the Court on Petitioner Laurie Knaphus's Petition for Divorce in the above-captioned matter. More than thirty days have passed since this matter was filed with the Court. On August 8, 2025, Petitioner Laurie Knaphus ("Laurie") and Respondent Bruce Knaphus ("Bruce") entered into a *Settlement Agreement* ("Agreement"), which was filed with the Court on August 15, 2025 (DN 417). The Court, having reviewed the filed documents, and based on its Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Divorce. The bonds of matrimony and the marriage contract heretofore existing between Laurie and Bruce are hereby dissolved, and the parties are granted a divorce from one another based on the grounds of irreconcilable differences. This

divorce is to become absolute and final immediately upon the signature of the Court and entry by the Clerk.

2. Jurisdiction. Both parties have been actual and bona fide residents of Salt Lake County, Utah for at least six months immediately prior to the filing of this action. Jurisdiction is proper.

3. Voluntary. The parties have acknowledged that they were not acting under undue influence, duress, coercion, or fraud, and that the Agreement was voluntary, made knowingly and while not under the influence of any drug or alcohol and that the Agreement will result in a legally binding court judgment. The parties have acknowledged they signed the Agreement voluntarily.

4. Marriage Statistics. The parties were married on November 13, 1978, in Salt Lake City, Utah.

5. Division of Marital Assets. The parties have acquired certain financial, real property, business and personal interests during the course of their marriage and the division of those assets shall be as follows:

a. Retirement Accounts. The parties shall equally split Bruce's Transamerica 401(k) (through Utah Manufacturer's Association), valued at the date of the entry of the Decree of Divorce, together with any market increases or decreases until the account is divided. No monies have been withdrawn from Bruce's retirement in the past five years. The parties shall equally pay the expenses of a QDRO to divide the account and

shall use Jessica Anderson to prepare the QDRO. There are no other retirement benefits or assets of which the parties are aware. If other retirement benefits or assets are discovered, they shall be divided equally between the parties.

b. Marital Home. The parties acquired, lived in and co-owned a home for 33 years located at 2035 East Ribbon Lane, Holladay, Utah ("Marital Home"). The Marital Home is secured by a mortgage due and owing to Rocket Mortgage/Quicken Loans in the approximate amount of \$175,000.

i. Bruce shall pay 100% of the mortgage on the Marital Home (which include the insurance and property tax escrow amounts) in the amount of approximately \$1,694 per month through December 2025. If the home is not sold by December 31, 2025, beginning January 1, 2026 Laurie shall be responsible to make the full monthly mortgage payments.

ii. Pursuant to the parties' prior agreement, Laurie was awarded sole occupancy and possession of the Marital Home by order of the court in May 2023.

Consistent with Temporary Orders in this case, Laurie shall have sole possession and occupancy of the Marital Home until such time as it is sold. Also consistent with Temporary Orders, except as otherwise provided herein, Laurie shall assume the costs of any other home maintenance, utility bills, and all home expenses until the house is sold and she vacates the home.

iii. The Marital Home shall be listed for sale as soon as possible on a date mutually agreed by the parties and the real estate agent. The parties shall

have the home listed in August 2025. The parties shall follow the advice and develop a written understanding with the recommendations of their listing agent with respect to listing price, reasonable offers, counter-offers, home staging, repairs, maintenance, showings, open houses, etc. Samantha Knaphus shall be their listing agent, unless she decides to opt out, and, if she does opt out, the parties shall mutually agree to choose the replacement agent.

iv. The parties shall discuss any emergency or agent-recommended repairs, improvements and landscaping improvement changes to be made to the home and shall mutually agree on the need for the repairs or improvements. Each party shall assume and pay equally any emergency repairs until the home is sold. Agent recommended repairs shall be treated as stipulated allowances for the buyer or be paid out of the proceeds of the sale of the home.

v. The parties shall cooperate with each other and consult with a CPA and/or financial advisor as to what action needs to be taken to properly process the sale of the Marital home as it relates to tax and capital gains exclusion eligibility relating to sale of the Marital Home. Specifically, the parties shall consult with DeMeade H. Austin, CPA and Ian Robbins, CPA, both with Osborne Robbins & Buhler PLLC. In the unlikely event that IRS Code §121 changes prior to the sale of the home, the parties shall work together to preserve any tax advantages related to the home sale. The parties shall provide each other with documents

and information that may be needed relating to the home, including information regarding the cost basis in the home. Each of the parties shall be responsible for any taxes that may be owed, if any, on the monies they each receive out of the proceeds from the sale of the home.

vi. *Division of the proceeds of the home* shall be calculated as follows: The net proceeds shall be calculated as the sales price minus the outstanding mortgage debt, realtor fees, closing costs and other expenses or costs relating directly to the sale of the Home. For example, if the home sells for \$900,000.00, and the mortgage debt is \$175,000.00, closing costs and costs of sale are \$50,000.00, and repairs and allowances are \$25,000.00, the net proceeds would be \$650,000.00.

vii. Each party shall assume and pay one-half of any costs of sale that are not paid at closing.

viii. Upon the sale of the Marital Home, the net proceeds from the sale of the Marital Home shall be awarded as follows:

- (a) Laurie shall receive the first \$375,000.00 of the net proceeds as a priority;
- (b) Bruce shall receive the next \$200,000.00 of the net proceeds after Laurie receives the first \$375,000.00 of the net proceeds;
- (c) Laurie shall receive the next \$25,000.00 of the net proceeds after she receives the first \$375,000.00 of the net proceeds and Bruce receives the next \$200,000.00 of the net proceeds; and

(d) The parties shall each receive one-half of the net proceeds above \$600,000.00.

c. *Business Interests.*

1. KEPCO:

i. During the course of the marriage, Bruce owned and operated Knaphus Exterior Panel Company dba KEPCO (hereinafter "KEPCO"). Bruce shall be awarded all rights, title and interest in KEPCO as his sole and separate property, free and clear of any claim of Laurie. Bruce shall be responsible for any and all debts and obligations with respect to or in any way related to KEPCO and shall indemnify and hold Laurie harmless from the same.

ii. Laurie shall receive the sum of \$75,000.00 from KEPCO as a property settlement award which shall be paid to Laurie as follows:

iii. Commencing October 1, 2025, KEPCO shall pay Laurie installment payments in the amount of \$5,000.00 per month for a period of 8 months (ends May 2026); and

iv. Commencing June 1, 2026, KEPCO shall pay Laurie installment payments of \$3,500.00 per month for a period of 10 months (ends March 2027).

v. All the above payments are due on the first day of each month, and considered late after the 5th day of the month.

vi. The above property settlement award of \$75,000.00 from KEPCO shall be considered a transfer incident to divorce. No interest shall be calculated on the

amounts owed unless there is a default on payment. If there is a payment default, interest shall accrue only on the delinquent (after the 5th day of the month) amounts owed at the rate of 10% per annum. If there is any tax burden to Laurie related to any of the payments, Laurie shall assume that burden.

vii. Bruce has represented and warranted that he has authority to obligate KEPCO to pay the above property settlement award and that KEPCO has agreed to pay the \$75,000.00 property settlement award to Laurie according to the payment schedule above.

viii. Bruce shall personally guarantee payment of the \$75,000.00 property settlement award to Laurie from KEPCO. If KEPCO fails to make any of the property settlement payments when due, Bruce shall immediately (within five days) make the payment to Laurie.

2. LHK's Businesses: Laurie is the sole owner of LHK HomeWorks, LHK Interior Design, LHK Rally-4-Good, and LHK Art Sales, and these businesses and all interest and liabilities, including tax liabilities, shall be awarded to Laurie. These businesses have a net value of \$0.

d. Vehicles. The parties have acquired vehicles during the marriage which shall be divided as follows:

- i. 2018 Mini-Cooper Sport shall be awarded to Laurie;
- ii. Vespa Scooter shall be awarded to Laurie;
- iii. 2014 Honda CRV shall be awarded to Bruce;

- iv. 2004 Audi All-Road Wagon shall be awarded to Bruce;
- v. 1970 Mercedes shall be awarded to Bruce;
- vi. 1979 Jeep CJ-7 shall be awarded to Bruce.

e. ***University of Utah tickets*** shall be the liability of and used at the discretion of Bruce and KEPCO.

f. ***Personal Property.***

- i. Laurie shall receive the following personal property free and clear of any claim by Bruce:
 - (a) All personal property in her possession, including all personal property at or in the Marital Home except as otherwise specifically listed as Bruce's property herein; and
 - (b) All personal property and Harris family heirlooms, such as Laurie's grandfather's paintings.
- ii. Bruce shall receive the following personal property free and clear of any claim by Laurie:
 - (a) All personal property in his possession except as otherwise specifically listed as Laurie's property herein; and
 - (b) Bruce is also awarded his family heirlooms such as Bruce's grandfather's paintings and sculptures and Bruce's vinyl records.

g. ***Family Photographs and Records.***

i. Any pictures, printed or digital, videos, or family mementos shall be shared with the other party. If copies are made, the cost shall be borne by the party requesting the copy. Any digital copies shall be shared at no cost.

h. Art.

- i. Each of the parties shall be awarded the art in their possession.
- ii. Items of art that are owned by KEPCO shall be distributed as follows:
 - (a) Bruce shall be awarded the SLC Oddfellow Building and NY WTC paintings.
 - (b) Laurie shall be awarded the Brent Godfrey art.

i. KEPCO Furniture.

- i. The items of KEPCO furniture at the Marital Home shall be awarded to Bruce at around the time of closing on the sale of the Marital Home. These items include the black leather couch, yellow chair, stainless steel coffee table and black/red rug.
- j. **Financial Accounts.** Bruce shall receive all right, title and interest in his Wells Fargo checking account (No. 6960) in his sole name. Laurie shall receive all right, title and interest to her Wells Fargo checking account (No. 0674) in her sole name. The parties shall close the joint Wells Fargo account (No. 2871) within 30 days of entry of the Decree of Divorce herein, or, in any case, by August 30th.

k. Credit Cards and Debts. Each party shall be awarded the following debts:

1. Laurie shall be responsible for the following debts and obligations:

- i Pay Pal Credit/SYNCB;
- ii Apple Goldman Sachs Master Card (account ending 1101);
- iii Wells Fargo credit card (account ending 4608);
- iv JJill credit card (account ending 7112);
- v Loans due or owing to Scott or Stacey Becker;
- vi Loans due or owing to Scott Kunkel (including the judgment for \$2,270.10 entered against Bruce);
- vii Loans due or owing to Steve Harris, if any;
- viii Loans due or owing to Cory Kennedy or Lone Peak;
- ix All medical bills incurred by Laurie or in Laurie's name;
- x Laurie's attorney's fees and costs except for that portion of her attorney's fees that was paid using the monies she received from Bruce to pay attorney's fees pursuant to the temporary orders in this matter; and
- xi All other debts and obligations solely in Laurie's name.

2. Bruce shall be responsible for the following debts and obligations:

- i. All debts and obligations relating to Bruce's apartment;
- ii. All credit cards in Bruce's name, including Home Depot credit card (account ending 9781) and American Express credit card (account ending 1004);
- iii. All medical bills in Bruce's name;
- iv. All amounts owed to Catherine Hutton;

- v. All amounts owed to Jeremy Simmonds;
- vi. All loans and amounts owed to KEPCO;
- vii. All amounts owed to any employee of KEPCO and any contractor relating to KEPCO;
- viii. All amounts owed to Aaron Harris and/or Smith, LC.;
- ix. Bruce's attorney's fees and costs;
- x. All other debts and obligations in Bruce's name; and
- xi. All debts and obligations related to KEPCO and any other business in which Bruce is involved.

3. Each party shall be awarded all debt in his/her name, including credit card debt, medical debt, etc. Each party shall notify respective creditors or obligees regarding the division of debts, obligations and/or liabilities herein, along with his or her current address and each party shall hold the other harmless from any debt incurred in his/her individual name.

6. Alimony:

- a. Bruce shall pay alimony to Laurie in the amount of \$4,950 for August 2025 and \$4,950 for September 2025. After the September 2025 payment, alimony shall cease.
- b. Bruce has waived and released any and all claims he has against Laurie, if any, relating to the payment of alimony to Laurie pursuant to the temporary orders in

this matter including any claims for funds, reimbursement, offset, credit or any other claims.

7. Social Security: Bruce shall apply for his Social Security benefits by October 1, 2025 so that Laurie may apply for her Social Security benefits based upon Bruce's record no later than November 2025.

8. Individual Insurance. Except as otherwise provided herein, upon entry of the Decree of Divorce herein, each of the parties shall be responsible for his or her own vehicle, property, medical and dental insurance along with insurance on his or her own assets including the cost and/or premiums for said insurance.

9. Attorney's Fees.

a. Except for that portion of her attorney's fees that were paid with the monies that she received from Bruce for attorney's fees pursuant to the temporary orders in this matter, Laurie shall be responsible to pay her own attorney's fees and costs, including expert costs, incurred in this action.

b. Bruce shall be responsible to pay his own attorney's fees and costs, including expert costs, incurred in this action.

c. Bruce has waived and released any and all claims he has against Laurie, if any, relating to payment of monies to Laurie for attorney's fees pursuant to the

temporary orders in this matter, including any claims for funds, reimbursement, offset, credit or any other claims related to attorney's fees.

10. Tax Returns.

- a. 2024 Tax Return. The parties shall file a joint tax return for 2024 on or before August 30, 2025. Laurie shall provide any necessary paperwork by August 20, 2025. Bruce shall pay any tax liability for 2024 (estimated to be \$21,000).
- b. 2025 Tax Return. Consistent with IRS rules relating to divorced persons, the parties shall file separate tax returns for 2025.
- c. The parties have filed joint income tax returns in the past. If there are any additional taxes owed or any tax deficiency or assessment made in connection with any federal or state joint tax return previously filed by the parties, Bruce shall be responsible for all amounts due, including, without limitation, any taxes, interest, penalties and/or assessments, except Bruce will not be responsible for any taxes, interest, penalties and/or assessments, if any, relating to Laurie's business interest identified in paragraph 5(c)(2) above.
- d. Bruce has waived and released any and all claims he has against Laurie, if any, relating to payment of income taxes and/or any other taxes, including any claims for funds, reimbursement, offset, credit or any other claims.

11. Prior Judgment. A judgment was entered in this matter in favor of Laurie and against Bruce in the amount of \$2,190.50 for attorney's fees. The current amount owed on

the judgment is \$2,270.10. Laurie shall stipulate to entry of a Notice of Satisfaction of Judgment regarding the \$2,270.10 judgment previously entered against Bruce.

12. Complete Agreement and Full Disclosure. The parties have agreed that the Agreement is a complete settlement of all rights either party may have in the other's property, whether presently or hereafter acquired, and the parties have agreed they have fully disclosed all assets and liabilities herein.

13. Notification to Creditors. Pursuant to Utah Code Ann. §15-4-6.5(3)(b), both parties shall be authorized to provide notice to each creditor of the parties following the entry of the Decree of Divorce of the allocation of debts between the parties.

14. Mediation. If there are any disputes with respect to the terms hereof, the parties shall make a good faith effort to resolve the issue with the assistance of a mediator, if necessary, prior to initiating legal action, with each party assuming one-half of the cost of mediation.

15. Execution of Documents. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this divorce decree. Should a party fail to execute a document within 30 days of the entry of this divorce decree, (excluding documents relating to the sale of the Marital Home, which documents shall be signed as required for the sale of the Marital Home) the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil

Procedure. Any documents executed pursuant to Rule 70 shall have the same effect as if executed by the disobedient party.

16. Waiver of All Claims: The parties have acknowledged the Agreement represents a full and complete financial settlement to their divorce and the division of the marital estate. As such, neither party owes any funds, offsets or reimbursements to the other party except as provided in the Agreement.

17. Indemnification. Bruce shall indemnify and hold Laurie harmless on all debts and obligations he is to assume, pay and/or discharge as set forth in the Agreement and the Decree of Divorce and Judgment entered herein. Laurie shall indemnify and hold Bruce harmless on all debts and obligations she is to assume, pay and/or discharge as set forth in the Agreement and the Decree of Divorce and Judgment entered herein.

18. Identity. 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, or for any other use.

THIS ORDER IS EFFECTIVE WHEN SIGNED AND DATED BY THE COURT
ON TOP OF THE FIRST PAGE OF THIS DOCUMENT.

-----END OF ORDER-----

****Pursuant to U.R.C.P. 7(j)(5), this proposed Decree of Divorce shall be filed with the Court after the time to object to the form of the order has expired, unless the parties have approved the form of the order or Petitioner has objected to the form of the order.****

Approval as to form:

/s/ Scott Kunkel*

Scott Kunkel

Counsel for Petitioner

*Electronically signed with permission from Mr. Kunkel received via e-mail

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 5th day of September 2025 she caused a true and correct copy of the foregoing **DECREE OF DIVORCE** to be delivered to the following via e-mail:

Scott Kunkel
Counsel for Petitioner

/s/ Dana Woodbury