

The Order of the Court is stated below:

Dated: February 12, 2025

12:24:34 PM

/s/ KARA PETTIT

District Court Judge



Melissa M. Bean (USB # 9827)
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Attorneys for Matthew Liapis

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

In the matter of the marriage of:

**SHARON ELISE LIAPIS,
Petitioner,**

and

**MATTHEW PAUL LIAPIS,
Respondent.**

DECREE OF DIVORCE

Civil No. 244905648

Judge Kara Pettit
Commissioner Russell Minas

The above-captioned matter came before the Court on a *Verified Petition for Divorce*, filed October 16, 2024. Sharon Elise Liapis (hereinafter referred to as "Sharon"), and Matthew Paul Liapis (hereinafter referred to as "Matthew"), entered into a *Stipulation and Settlement Agreement* (the "Agreement"), filed January 31, 2025, which resolved all 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 fully informed, the Court hereby

ORDERS, ADJUDGES, AND DECREES:

1. The parties entered the Agreement freely and voluntarily and did so with the advice of their counsel and the parties desire the agreement to be binding upon them.

2. **Jurisdiction.** The parties are both bona fide residents of Salt Lake City, Utah and have been residents of Utah for more than three (3) months making jurisdiction and venue proper in Utah pursuant to Utah Code section§78B-3-205.

3. **Marriage Statistics.** Matthew and Sharon were married on September 24, 2011, in Holladay, Salt Lake County, State of Utah.

4. The parties separated and have been living in separate residences since September 14, 2024.

5. **Grounds.** The parties are presently married, and irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible, and they are both entitled to a divorce.

6. The parties shall be granted a Decree of Divorce, final upon entry, severing the bonds of matrimony existing between them, upon the grounds of irreconcilable differences. The Decree of Divorce shall incorporate the terms of the parties' Agreement.

7. Neither party is in the military nor served in the military during their marriage.

8. **Minor Children.** During the marriage, no minor children were born, and none are expected.

9. **Alimony.** Both parties are employed full-time, and both parties own and operate side businesses, and both parties can meet their own needs; therefore, neither party shall be awarded alimony, and the same shall be forever waived except as outlined in paragraph 13 below.

10. **Debts.** During the marriage, the parties acquired various marital debts, including, but not limited to an auto loan on Sharon's Mazda CX-5, and a personal loan through Wells

Fargo that was used to construct the patio structure on the marital home; both loans are in Matthew's name. The vehicle debt is addressed in paragraph 19 and the Wells Fargo debt is resolved in paragraph 12. Additionally, each party shall be awarded his or her own credit card and vehicle debts and hold the other harmless of the same.

11. The parties shall each be responsible for any debts incurred in his or her name after the date of separation and indemnify and hold the other harmless of the same.

12. **Real Property.** Matthew and Sharon own real property, located at 20 Northridge Way, Sandy, Utah 84092 (the "Marital Home"). Sharon has a premarital interest in the Marital Home although the Marital Home has also been commingled in part. The parties shall list the Marital Home using Jill Stringham to sell the Marital Home for the best and highest value. Upon the sale of the Marital Home, the parties shall first pay off any sales related costs; then they shall pay off the Wells Fargo loan (approximately ~\$30,200) used to improve the Marital Home and then Sharon shall be awarded \$515,000 (premarital inheritance); the remaining equity shall be equally divided between the parties. Sharon shall be awarded any capital gains tax on the \$515,000 basis that she is awarded, and the additional capital gains improvement basis shall be divided equally between Sharon and Matthew upon their verification of the amount they contributed into the Marital Home.

13. **Alimony and Property Settlement.** Based on the parties' respective incomes Matthew shall pay Sharon a lump sum alimony/property award in the amount of \$50,000 (which is made up of \$~23,000 in offsets to equalize marital property and \$~27,000 as alimony) to be paid to Sharon as a lump sum out of Matthew's share of the equity from the sale of the Marital Home.

14. Starting February 1, 2025, Sharon is solely responsible for any house-related expenses including utilities, taxes and insurance on the Marital Home. The parties shall cooperate to put the utilities in Sharon's name.

15. **Time Share.** The parties also own interest in a resort timeshare (the "Time Share"). Sharon shall be solely awarded the Time Share free and clear of any interest by Matthew.

16. **Mineral Rights.** Sharon inherited mineral rights, and she shall be awarded all interests in these free and clear of any claim by Matthew.

17. **Ogden's Own Distillery.** Matthew shall be awarded the interest in Ogden's Own Distillery free and clear of any interest from Sharon.

18. **Treasure Box Cash.** The parties shall equally divide the cash in the treasure box.

19. **Vehicles.** Matthew shall be awarded the Dodge Ram 1500 and the Ford Mustang free and clear from any claim by Sharon. Matthew shall be responsible for all financial obligations related to these vehicles and indemnify and hold Sharon harmless of the same. Sharon shall be awarded the Mazda CX-5 free and clear from Matthew. Sharon is solely responsible for the payments on the Mazda commencing February 1, 2025. In addition, Sharon shall have thirty (30) days from the sale of the Marital Home to pay off or refinance the Mazda solely into her name. The parties shall arrange to obtain their own vehicle insurance as well if they have not already done so, within thirty (30) days of the signing of the Decree of Divorce.

20. **Personal Property.** During the marriage, the parties acquired personal martial property. The parties have been working on the division/allocation of personal property, and they shall continue to cooperate in this division. Each party shall be awarded any property that was

received by gift or inheritance and all marital property shall be equitably divided. If the parties are unable to agree, then they shall attend mediation to allocate any disputed property.

21. **Bank/Investment/Inheritance Accounts.** Each party shall be awarded his or her own separate bank account(s). There are no joint banking accounts. In addition, the parties agree that Matthew shall be solely awarded the bank accounts held at CIT Bank, and the Fidelity Brokerage TOD account, which were premarital accounts funded with inheritance to Matthew.

22. **Other Financial Accounts.** During the marriage, the parties acquired certain retirement, pension, or other accrued benefits. Sharon shall be awarded all her retirement funds, which are her RTI Wealth Management Retirement. Sharon shall also receive \$179,246 from Matthew's Fidelity Rollover IRA (account ending 8340). Matt shall be awarded 100% of his TransAmerica account. Matthew shall contact Fidelity to obtain the paperwork to transfer the IRA money to Sharon within thirty (30) days of entry of the Decree of Divorce.

23. **Business/Work-Related Interests.** The parties each own and shall be awarded their own respective businesses and assets or liabilities. Matthew owns Mapsynergy, LLC, and shall be awarded this business free and clear of any claim by Sharon. Matthew shall be responsible for any financial obligations associated with Mapsynergy, LLC, and shall indemnify and hold Sharon harmless of the same. Sharon owns Cooking by Sharon, LLC, and shall be awarded this business free and clear of any claim by Matthew. Sharon shall be responsible for any financial obligations associated with Cooking by Sharon, LLC, and shall indemnify and hold Matthew harmless of the same. The parties shall remove each other from their respective LLCs within thirty (30) days from the entry of the Decree of Divorce.

24. **Taxes.** Matthew and Sharon shall communicate with their CPA, Jennifer Harding, to determine the maximum benefit in filing taxes and utilizing any tax credits for the 2024 tax year. Both parties shall equally share any tax obligations incurred in good faith during the marriage if any exist. If there is any tax return to be received for the 2024 tax year, the parties shall equally share that tax refund. If there is an obligation owed, the parties shall equally share that obligation. Beginning in 2025, the parties shall file their taxes separately.

25. **Mutual Restraining Order.** Both parties shall be restrained from speaking derogatorily about the other party on social media and to third parties. The parties shall not make disparaging remarks to one another, either verbally, in writing or otherwise, or act in a way to harm the other person's business and reputation. Both parties shall be mutually restrained from harassing and threatening the other party. The parties shall not enter the residence of the other party without permission from that party. Both parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not.

26. 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.

27. **Family Name.** Sharon shall be restored the use of her family name, Sharon Grether, if she desires.

28. **Other Provisions.** If either party owns a life insurance policy or an annuity contract and no changes are made to the policy, then the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract unless they subsequently change those designations through their providers.

29. Pursuant to Utah Code §15-4-6.5 the parties are advised:

- a. On the entering of a decree of divorce or separate maintenance of the joint debtors in contract, the claim of a creditor remains unchanged unless otherwise provided by the contract or until a new contract is entered into between the creditor and the debtors individually.
- b. In addition to the creditor's duties as a secured party under Title 70A, Chapter 9a, Uniform Commercial Code – Secured Transactions, and the creditor's duties as a trustee or beneficiary of a trust deed under Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under the Utah Domestic Relations Code that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by the court order or by other written notice, shall provide to the debtors individually all statements, notices, and other similar correspondence required by law or by the contract.
- c. Except as provided in Subsection (3)(b), a creditor may continue to make negative credit reports of joint debtors under Section 70C-7-107 and may report the repayment practices or credit history of joint debtors under Title 7, Chapter 14, Credit Information Exchange.

d. With respect to a debtor who is not ordered by the court under the Utah Domestic Relations Code to make payments on a joint obligation, no negative report under Section 70C-7-107, and no report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of the court's order as required under Subsection (2), unless the creditor has made a demand to the debtor for payment because of the failure to make payments by the other debtor, who is ordered by the court to make the payments.

30. **Attorney Fees and Costs.** Each party shall pay his or her own attorney fees; however, if either party violates their decree, then the court may award attorney fees to the prevailing party.

31. **Mediation.** If the parties have disputes related to the enforcement of the decree that they cannot resolve informally, then they shall participate and attend mediation within sixty (60) days of the filing of this counter-petition.

32. **Final Documents.** Matthew's attorney shall prepare the findings, decree and other final documents for entry of the divorce.

33. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other necessary documents.

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/ Jennifer Percy

Jennifer Percy

Attorneys for Sharon Liapis,

*Electronically signed by Melissa M. Bean
with permission from Jennifer Percy on*

February 10, 2025

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 4th day of February 2025.

BEAN FAMILY LAW

/s/ Melissa M. Bean

Melissa M. Bean
Attorney for Matthew Liapis

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served a true copy of the foregoing **DECREE OF**

DIVORCE to be delivered to the following:

Jennifer Percy
LJ Law, LLC
Attorneys for Sharon Liapis
2040 E. 3300 S., Suite 3
Salt Lake City, Utah 84109
Via the court's electronic filing system.

DATED this 11th day of February 2025.

/s/ Liberty Stevenson

Liberty Stevenson
Paralegal to Melissa M. Bean