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IN THE FOURTH DISTRICT COURT, UTAH COUNTY
STATE OF UTAH

In the matter of the marriage of, ADELIN RAMOS BROWN, Petitioner, and ANDREW KIM BROWN, Respondent.	DECREE OF DIVORCE Case No. 244402425 Judge Shawn R Howell Commissioner Marla Snow
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The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the Court.

1. Most of the issues in this case have been resolved by way of Stipulation. The remaining issues are narrow; namely, the valuation of the marital estate (particularly the Price, Utah property) as well as the classification of the Spanish Fork property as separate or marital.

2. Valuation of the Price, Utah fourplex:

3. The parties acquired a fourplex in Price, Utah. They stipulate that the Price property is a marital asset subject to equitable distribution. The parties disagree as to its value.

4. Adelin proposed that all three properties be sold and the proceeds equally divided if valuation proved too cumbersome.

5. However, the Court finds that the appropriate value of the Price property is \$358,000. The Court considered the rebuttal evidence provided by Andrew's expert witnesses, but ultimately rejected the testimony for a variety of reasons.

6. First, the parties stipulated to use Mr. Johnson to perform an appraisal, which showed a value of \$358,000. Second, despite Andrew's objections and arguments at trial, Mr. Johnson's appraised value was in the range of possible values determined by Andrew's witness, Mr. Bodell. Finally, Mr. Bodell's valuation included significant errors such as failure to consider the unit's rental history and exaggerating the number of bathrooms. (Mr. Bodell acknowledged that the incorrect addition of two bathrooms would have had a significant impact on the value.)

7. Based on the foregoing, the Court finds it equitable to defer to the valuation as determined by the stipulated appraiser.

8. Classification of the Spanish Fork, Utah property:

9. The Court finds that the Spanish Fork, Utah property is a marital asset.

10. The Spanish Fork property was previously owned by Thomas Geary, who died in May 2018 and left the property to Andrew. Andrew has made several representations over the course of this case that the Spanish Fork property is “in probate” and not subject to the jurisdiction of the Court. During examination, Andrew withdrew this position and conceded that the property is a valid issue to be decided in the divorce.

11. Importantly, the Spanish Fork property was used as an rental property, not a personal residence as that described in the *Thorup* decision. Additionally, the Court finds that Adelin’s contributions to the Spanish Fork property are more significant than those described in *Thorup*.

12. Although the property may have been considered Andrew’s separate property in May 2018 (upon Thomas’s passing), the parties undertook several actions in the intervening years that led to the property (1) being commingled and that (2) amounted to Adelin contributing to the maintenance, enhancement, and protection of the asset.

13. Over the years, Adelin and Kim occupied near-identical roles as it relates to the Spanish Fork property. The parties worked together as a team in preserving the Spanish Fork property and operating it as a jointly-owned rental property. They both interacted with and vetted tenants, showed the property to prospective tenants, oversaw maintenance, coordinated with

contractors, visited the property when necessary, and managed all financial transactions for the property using a shared account.

14. Additionally, Adelin conversed with a tenant using her Spanish skills and performed critical bookkeeping services that Andrew acknowledges he was incapable of doing himself. (Bookkeeping is an important function here as it was in the *Dunn* opinion.)

15. Andrew testified that had they not performed these functions, the property would have “decayed” and “devalued.” His admission is especially important because both parties testified that he and Adelin performed almost identical duties. Also, not only did their efforts prevent the “decay” and “devaluation” of the property, but Andrew testified that the property appreciated significantly since 2018.

16. For purposes of the standard adopted in *Mortensen*, Adelin “contributed to the enhancement, maintenance, or protection of that property.”

17. After Thomas’s passing, Adelin, like Andrew, was not paid for any services related to the Spanish Fork property. Andrew did not draw a salary from the rental property. Both of these factors are critically important as shown in the *Lindsey* opinion. See *Lindsey*, paragraph 35.

18. Prior to Thomas’s passing, the parties tracked their time and expenses incurred related to the property, showing that they operated it as managers. This conduct was demonstrated in Andrew’s Exhibit 22. However, after

Thomas's passing, neither party tracked his or her time separately, making it impossible to "trace" their respective efforts and investment into the property during that time period. Not only does this show Adelin's "contribution" to the property, it amounts to "commingling" of their efforts and time. In essence, they were acting as joint owners rather than mere operators or managers of the business.

19. In addition to the "contribution" arguments, the Court is persuaded by Adelin's argument that the parties commingled the Spanish Fork property with the marital estate. There are multiple indications of this having taken place since 2018.

20. First, the parties were on the property's bank account the entire time. This bank account – MACU 3905 – shows that the parties followed a long-term pattern of using the property's bank account to fund various personal and marital expenses. Additionally, Adelin showed numerous examples in her Exhibit M that proved the parties funded the bank account using several other marital sources, including Adelin's Venmo assets, other marital bank accounts, and revenue received from tenants of other marital assets. Both parties had freedom to perform transactions of this nature. Andrew framed this conduct as "floating" funds from one marital asset to another (the Spanish Fork MACU account), as well as "robbing Peter to pay Paul." The Court agrees with Adelin's argument that many small business owners operate in this manner. The Court does not fault the parties for this behavior,

but finds it relevant because it indicates the behavior and processes of business owners, not mere managers.

21. The Court disagrees with Andrew that the financial activity represents a clean, simple repayment of a marital debt similar to that discussed in *Dahl*. Instead, the Court finds that the parties were extremely informal and loose with how they co-managed the financial transactions of the business. The parties proved unable to cleanly “trace” their respective investments to and from the account shown in Adelin’s Exhibit M.

22. Next, the parties were on a lease together as co-landlords. The lease in question is Andrew’s Exhibit 5 and remained in place for six years. This proves commingling as well as Adelin’s argument that she contributed to the preservation and enhancement of the property, thereby acquiring an interest in it.

23. Finally, as stated above, the parties’ decision to not track their services and expenses for the property constitutes a form of commingling in that there is no way to disentangle their respective investments of time and energy into the property over the past eight years. The Court, like the parties, cannot “trace” their respective unpaid and unbilled services during this period.

24. Based on the foregoing, the Court adopts Adelin’s proposed asset division table that was filed on the second day of trial (May 28th).

25. To Adelin, the Court awards the Spanish Fork property (equity of \$246,778), the Price property (equity of \$103,725), and the Toyota Rav-4 (negative equity of \$3,535).

26. To Andrew, the Court awards the Provo property (equity of \$216,516) and the Toyota Prius (equity of 5,000).

27. Using these figures, Adelin is ordered to pay Andrew an equalization payment of \$65,226 within 180 days of entry of the Decree. Within 180 days of entry of the Decree, the parties shall refinance the properties awarded to them herein, holding the other harmless therefrom.

**THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S
SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.**

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner's attorney, Eric M. Swinyard, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on July 23, 2026, I transmitted a true and correct copy of the foregoing document via electronic mail to the following:

Ken Parkinson and Don Peterson
Attorneys for Respondent

/s/ Eric M. Swinyard
Eric M. Swinyard
Attorney for Petitioner