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IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR MORGAN COUNTY, STATE OF UTAH

In the Matter of the Marriage of MAUREEN SUTHERLAND and RICKEY JAMES SUTHERLAND	DECREE OF DIVORCE Civil No. 254500008 Judge Ronald Russell Commissioner Julie Winkler
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Maureen Sutherland, (hereinafter “Maureen”) and Rickey James Sutherland (hereinafter “Rick”) (referred to collectively as the “Parties”) having entered into a Stipulation and Property Settlement (“Agreement”) with regard to alimony, distribution of personal property, division of financial accounts, payment of debts, and other related matters to fully and finally resolve this divorce matter and all issues arising herein.

Having reviewed the applicable laws and all pleadings, being fully advised in the premises, and having made its Findings of Fact and Conclusions of Law, the Court now makes the following Order:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Parties are granted a Decree of Divorce upon the grounds of irreconcilable differences, and the marriage between Maureen and Rick be and the same is hereby dissolved, and the parties are hereby free and absolutely released from the bonds of matrimony and all the obligations thereof with said Decree to become final upon signing and entry.

2. **Real Property:** The Parties own real property located at 12500 Jeremy Ranch Road, Park City, Utah 84098, together with all improvements, fixtures, appurtenances, water rights, mineral rights, access rights, easements, permits, entitlements, development rights, subdivision rights, timber, roads, fences, utility infrastructure, barns, outbuildings, and all other rights and interests associated with the property, whether known or unknown, and whether now existing or later arising from ownership of the property (collectively, the “Ranch”).

3. With the exception of Maureen filing a Notice of Interest as specifically outlined in paragraph 14 below, Rick is awarded and shall retain the Ranch as his sole and separate property, free and clear of any right, title, interest, claim, lien, equitable interest, constructive trust claim, reimbursement claim, use right, occupancy right, possession right, management right, control right, right of first refusal, approval right, or any other claim or interest of Maureen, whether known or unknown, asserted or unasserted, accrued or unaccrued.

4. Maureen shall execute, and, notarize a recordable warranty deed or quitclaim deed (at Rick’s election) conveying all of her right, title, and interest in the Ranch to Rick simultaneously with the execution of the Agreement. The deed will be delivered to Rick’s counsel and held by him until the parties have agreed to the language for the Notice of Interest as specifically outlined in paragraph 14 below. Once the language for the Notice of Interest has been agreed upon, the Deed and Notice of Interest shall be filed. Maureen shall also execute any

additional deed, affidavit, transfer document, escrow instruction, title company document, county form, tax form, or other document reasonably necessary to confirm, effectuate, record, or perfect Rick's sole ownership of the Ranch.

5. Maureen shall vacate the Ranch no later than fourteen (14) days after execution of the Agreement. "Vacate" means that Maureen shall remove herself, her guests, invitees, and all personal property awarded to her from the Ranch; return all keys, remotes, gate openers, access cards, mailbox keys, security codes, garage door openers, and other access devices to Rick; and leave the Ranch in substantially the same condition as of the date of execution of the Agreement, ordinary wear and tear excepted. Maureen shall not remove, damage, destroy, alter, conceal, transfer, or dispose of any fixtures, improvements, Ranch records, Ranch documents, title records, maps, surveys, appraisals, county records, trust-related Ranch documents, equipment, tools, or personal property awarded to Rick.

6. After the expiration of the fourteen (14) day Vacate period, Maureen shall have no right to enter, occupy, use, store property at, invite others to, or otherwise access the Ranch without Rick's prior written consent. In the event that Maureen needs additional access after expiration of the Vacate period to remove items granted to her herein, Rick shall cooperate in good faith to facilitate such limited access on reasonable terms. Any personal property awarded to Maureen that remains at the Ranch after sixty (60) days following execution of the Agreement shall be deemed abandoned, unless otherwise agreed.

7. Rick's receipt of the Ranch as his sole and separate property, Maureen's execution and delivery of the deed, and Maureen's agreement to vacate the Ranch are material terms of the provisions herein. Maureen shall have no further right, title, interest, claim, ownership,

possession, control, or involvement in the Ranch after execution and delivery of the deed.

Maureen agrees to cooperate in good faith to effectuate Rick's sole ownership of the Ranch and shall not take any action inconsistent with Rick's ownership, use, possession, financing, transfer, or disposition of the Ranch. Any payment, property settlement, division of assets, transfer of property, allocation of debts, retirement division, document-execution obligation, or any other term or provision outlined herein shall remain enforceable according to its own terms.

8. **Global Settlement / Property Equalization Payment:** In addition to the division of personal property, financial accounts, retirement accounts, debts, and any other assets or obligations specifically outlined in provisions below, as a full, final, complete, and non-modifiable property settlement and equalization payment, and in full resolution of all claims, disputes, assets, debts, offsets, reimbursements, dissipation claims, accounting claims, financial claims, restitution claims, valuation disputes, constructive trust claims, unjust enrichment claims, Ranch claims, personal property claims, financial account claims, retirement account claims, debt allocation claims, attorney fee claims, alimony claims, and any other claims that were asserted or could have been asserted in this action, Rick shall pay Maureen the total sum of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) (the "Global Settlement Payment").

9. The Global Settlement Payment shall be paid no later than eighteen (18) months after execution of the Agreement. Rick may pay the Settlement Payment in one lump sum or in one or more partial payments at his sole discretion, provided the full Settlement Payment is paid by the deadline stated above. No interest shall accrue on the Settlement Payment before the payment deadline, and Rick shall not be required to pledge, mortgage, encumber, escrow, or

otherwise secure the Settlement Payment with the Ranch or any other asset awarded to him under the provisions herein.

10. Rick may fund the Global Settlement Payment from any lawful source, including but not limited to personal funds, borrowing, refinancing, sale proceeds, investment proceeds, retirement funds, family assistance, trust distributions, business income, or any other source selected by Rick, made in cash-equivalent funds and delivered to Maureen through Maureen's counsel of record, by check, cashier's check, wire transfer, ACH transfer, or any other commercially reasonable method elected by Rick. Delivery of funds to Maureen's counsel of record shall constitute delivery to Maureen for purposes herein.

11. The Global Settlement Payment, together with the other property, accounts, retirement funds, vehicles, personal property, and debt allocations set forth herein, constitutes a negotiated compromise and final resolution of all financial issues between them. The Global Settlement Payment is a fixed, final, negotiated amount as of the execution of the Agreement. Except as expressly provided herein, or as otherwise agreed in writing by the Parties, the Global Settlement Payment shall not be increased, decreased, reopened, modified, adjusted, or recalculated based on any event, circumstance, fact, information, valuation, transaction, condition, or change occurring, discovered, or arising after execution of the Agreement. Upon payment in full of the Global Settlement Payment, the Parties shall cooperate in good faith to promptly prepare, execute, and file any Satisfaction of Judgment or other document reasonably necessary to confirm satisfaction of the Global Settlement Payment.

12. If Rick fails to pay the Global Settlement Payment by the deadline stated above, the Ranch shall be immediately listed for sale with a qualified broker experienced in marketing

and selling similar ranch properties. Rick shall follow the suggested listing price of the qualified broker to sell the property consistent with market conditions and in a timely manner.

13. Once the home is sold, the proceeds should be divided as follows: (1) pay any and all mortgages; (2) pay all closing costs and realtor commissions; (3) pay Maureen the outstanding amount owed from the Global Settlement; (4) the remaining amount shall be paid to Rick.

14. Any unpaid balance of the Global Settlement Payment shall be protected by a narrowly tailored Notice of Interest related to the Ranch, in a form reasonably acceptable to the Parties. The Notice of Interest shall be limited to providing notice of Maureen's contractual right to receive the unpaid balance of the Global Settlement Payment and her right to look to the Ranch and any proceeds from the Ranch to satisfy the Global Settlement Payment in the event of Rick's uncured default. The Notice of Interest shall not unreasonably interfere with Rick's ability to sell, finance, refinance, develop, subdivide, transfer, restructure, or obtain investors for the Ranch. Maureen and her counsel of record (Beau J. Olsen) shall cooperate in good faith to subrogate, execute any release, withdrawal, amendment, title instruction, escrow instruction, or similar document reasonably necessary to prevent the Notice of Interest from interfering with any transaction intended to generate or facilitate payment of the Global Settlement Payment. Upon payment in full of the Global Settlement Payment, Maureen shall promptly execute any document necessary to release or terminate the Notice of Interest.

15. In the event there are not sufficient funds to pay Maureen the remaining amount of the Global Settlement, judgement shall enter against Rick for the remaining unpaid balance, with the appropriate statutory interest, and said amount shall be due and payable. If Maureen has

to seek enforcement of the unpaid monetary obligations, she shall be awarded her fees and costs if she prevails on the enforcement claim.

16. In the event that Maureen passes away prior to the Global Settlement Payment being paid in full, Rick shall still have a duty to make such payments, consistent with the provisions herein, to Maureen's estate.

17. **Personal Property:** During the marriage, the parties acquired personal property, which shall be awarded as follows:

- a. Maureen is awarded the following:
 - i. Herd of cattle and any income related to said cattle;
 - ii. 2018 Ford Explorer;
 - iii. 2006 Ford F-350;
 - iv. Grand Piano;
 - v. Organ;
 - vi. RV;
 - vii. Peloton;
 - viii. All furniture with the exception of the furniture located in the kids' upstairs bedrooms, and Rick's office furniture; and
 - ix. All china and kitchenware except the stoneware used by Rick.

18. Maureen shall remove all personal property awarded to her from the Ranch within sixty (60) days of execution of the Agreement unless the Parties agree otherwise in writing. Maureen shall be responsible for all costs associated with removing, transporting, insuring, storing, titling, registering, and maintaining the personal property awarded to her. Maureen shall

not remove any fixtures, improvements, Ranch records, Ranch documents, equipment, tools, documents, records, furniture, or other items awarded to Rick or associated with Rick's ownership, operation, maintenance, financing, title, development, or future use of the Ranch.

- a. Rick is awarded the following:
 - i. Horses and 1996 Sooner Horse Trailer;
 - ii. Skid Steer, subject to debt owing thereon;
 - iii. 1996 Ford F350;
 - iv. 2026 Truck, subject to the debt owing thereon;
 - v. Snow Cat;
 - vi. Snowmobiles;
 - vii. Workout equipment including bench, and, weight set;
 - viii. All tools; and
 - ix. Climbing wall rug.

19. The remaining personal property of the parties shall be awarded as the Parties have agreed.

20. Each party is awarded their own separate personal property obtained during the marriage, including clothing, jewelry, memorabilia, gifts, etc.

21. Each party is also awarded all originals of their own personal documents, records files, photographs, computer data, etc. Each party shall be entitled to copies of all marital records including, but not limited to, all computer files, photographs, documents, records, etc.

22. **Financial Accounts:** During the course of the marriage, the parties acquired joint bank accounts which have an approximate remaining value of \$175,000.00. Maureen shall be

awarded the balance of said accounts free from any claim of Rick, including any claim for an accounting, dissipation and/or restitution.

23. Except for the accounts, funds, and retirement assets expressly awarded to Maureen herein, Rick shall be awarded all bank accounts, checking accounts, savings accounts, money market accounts, brokerage accounts, investment accounts, business accounts, credit union accounts, and other financial accounts titled in his name, held for his benefit, or under his control, free and clear of any claim by Maureen. Maureen shall be awarded all bank accounts, checking accounts, savings accounts, money market accounts, brokerage accounts, investment accounts, credit union accounts, and other financial accounts titled in her name, held for her benefit, or under her control, free and clear of any claim by Rick, except as otherwise expressly provided herein.

24. Each Party shall immediately cease using, accessing, withdrawing from, charging against, transferring from, or otherwise exercising control over any account awarded to the other Party. Each Party shall execute any documents reasonably necessary to remove the other Party from any account awarded to him or her, to close joint accounts, or to transfer funds consistent with the provisions herein. Each Party shall indemnify and hold the other harmless from any overdrafts, charges, debts, fees, penalties, withdrawals, transfers, or obligations incurred by that Party on any account awarded to or controlled by that Party.

25. **Retirement Accounts:** During the course of the marriage, the Parties acquired a 401K, in the amount of \$359,438.06 as of May 18, 2026, which shall be awarded entirely to Maureen. The Parties shall equally split the cost of the preparation and finalization of the Qualified Domestic Relations Order (“QDRO”) or other documents necessary to effectuate the

transfer of the 401K to Maureen. Maureen shall be responsible for any taxes, penalties, investment decisions, gains, losses, or other consequences associated with the 401K after it is transferred or awarded to her.

26. During the course of the marriage, the parties acquired a Simplified Employee Pension (SEP) in the amount of \$1,596.771.14 as of May 18, 2026, which shall be awarded entirely to Maureen. The Parties shall equally split the cost of the preparation and finalization of the Qualified Domestic Relations Order (“QDRO”) or other documents necessary to effectuate the transfer of the SEP to Maureen. Maureen shall be responsible for any taxes, penalties, investment decisions, gains, losses, or other consequences associated with the SEP after it is transferred or awarded to her.

27. Except as otherwise expressly stated herein, each Party shall be solely responsible for any taxes, penalties, withholding, reporting obligations, investment decisions, and tax consequences associated with the financial accounts, retirement accounts, funds, and assets awarded or transferred to that Party. Neither Party has made any tax representation to the other, and each Party acknowledges that he/she has had the opportunity to consult independent tax counsel or financial advisors regarding the tax consequences of the provisions herein.

28. **Debts and Obligations:** Rick shall be responsible for the obligations owing on the Skid Steer and the 2026 truck.

29. Each party is ordered to pay the debts and obligations in his or her own name since the date of the separation.

30. Except as otherwise expressly provided herein, each Party shall be solely responsible for all debts, liabilities, credit card charges, loans, expenses, obligations, taxes,

penalties, and other amounts incurred by that Party, held in that Party's name, or associated with property awarded to that Party, specifically including, but expressly not limited to, auto and life insurance, cell phone account and personal property taxes from and after June 1, 2026. Each Party shall indemnify, defend, and hold the other harmless from any such debts, liabilities, charges, obligations, collection efforts, attorney's fees, costs, penalties, or claims.

31. Neither Party shall incur any debt, charge, loan, credit obligation, tax liability, lien, encumbrance, or financial obligation in the name of, against the credit of, or secured by property awarded to the other Party.

32. **Alimony:** Both parties are capable of self-support. Neither party shall be awarded alimony from the other. Both parties forever waive and relinquish the right to receive alimony from the other both now and in the future.

33. The waiver of alimony is knowing, voluntary, permanent, final, and non-modifiable. The provisions herein, including the division of property, the Global Settlement Payment, the financial accounts awarded, the retirement assets awarded, and the other consideration exchanged, fully and adequately resolves any claim either Party has or may have for alimony, spousal support, maintenance, temporary support, future support, or need-based support.

34. **Restoration of Name:** Maureen shall be restored to the use of her former surname at her option.

35. **Medical Insurance:** Each party shall be responsible to maintain his or her own medical, dental, and vision insurance coverage and his or her own uninsured medical, dental, and vision costs.

36. **Cooperation and Non-Interference, Deeds and Titles:** Each Party shall cooperate fully, promptly, and in good faith to execute, sign, deliver, record, submit, and complete all documents and acts reasonably necessary to implement the provisions herein and the Decree of Divorce within the time periods stated herein, or, if no time period is specifically stated, within thirty (30) days of entry of the Decree of Divorce. Neither Party shall take any action, directly or indirectly, to delay, frustrate, interfere with, impair, or defeat the other Party's receipt, use, ownership, possession, financing, transfer, or enjoyment of any asset awarded to that Party.

37. **Mutual Restraining Order:** 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, obtain any other service, or for any other purpose.

38. Both parties are prohibited from doing or saying anything to the detriment, harm, or injury of the other party, including but not limited to speaking derogatorily about the other party, particularly to the children or grandchildren.

39. Both parties shall also be mutually restrained from harassing, annoying, or otherwise bothering the other party, through email, text, mail, or from committing any domestic violence or abuse against the other party.

40. Both parties are mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under these restraining order paragraphs and shall have the affirmative duty to use their best efforts to prevent third parties from committing such violations.

41. **Mutual Release and Waiver of Claims:** Except for the obligations expressly stated herein, each Party fully, finally, knowingly, voluntarily, and forever releases and discharges the other Party, and the other Party's heirs, successors, assigns, agents, attorneys, representatives, beneficiaries, trustees, entities, and estate, from any and all claims, demands, causes of action, debts, liabilities, rights, offsets, reimbursements, accountings, restitution claims, dissipation claims, constructive trust claims, unjust enrichment claims, property claims, contract claims, tort claims, financial claims, support claims, attorney fee claims, and any other claims of any kind, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, asserted or unasserted, accrued or unaccrued, arising from or relating to the marriage, the divorce action, the Parties' property, the Ranch, the Parties' financial accounts, the Parties' retirement accounts, the Parties' personal property, alleged dissipation of marital assets, alleged transfers of funds, alleged use of marital funds, alleged debts, alleged reimbursements, alleged promises, alleged agreements, or any other matter existing as of the date of execution of the Agreement.

42. **Attorney's Fees and Costs:** Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action. Notwithstanding the foregoing, if either Party is required to bring any motion, petition, application, or other proceeding to enforce, interpret, or compel compliance with the Agreement or the Decree of Divorce, the prevailing Party shall be entitled to recover reasonable attorney's fees, costs, and expenses incurred in connection with such enforcement.

43. **Voluntary Agreement:** The parties acknowledge that the provisions herein is voluntarily entered into and that he/she has read, understands, and approves the same, after receiving the advice of separate counsel or having had the opportunity to receive such advice,

and considers the provisions herein to be fair and equitable. Each Party acknowledges that no promise, representation, threat, pressure, coercion, or inducement has been made to cause that Party to enter into the provisions herein other than the express terms stated herein. Each Party further acknowledges that he/she is not relying on any statement, promise, representation, appraisal, valuation, tax estimate, financial projection, or other information not expressly set forth herein.

44. **Final Agreement:** The provisions herein are entire and complete and embody all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the provisions herein shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the provisions herein are fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated herein.

45. The provisions herein are intended to be a full, final, complete, binding, integrated, and non-modifiable settlement of all property, debt, alimony, support, Ranch, financial, retirement, personal property, reimbursement, dissipation, accounting, restitution, attorney fee, and other claims between the Parties, except for enforcement of the express terms herein.

46. Each Party acknowledges that he/she has had a full and fair opportunity to investigate the facts, obtain discovery, request documents, consult experts, obtain appraisals, review financial records, consult counsel, consult tax professionals, and evaluate the risks and benefits of settlement versus trial. Each Party knowingly waives any right to further discovery,

trial, appeal, accounting, valuation challenge, reimbursement claim, dissipation claim, restitution claim, constructive trust claim, unjust enrichment claim, or other claim inconsistent with the provisions herein.

47. No amendment, modification, rescission, waiver, or release of any provision herein shall be valid unless in a writing signed by both Parties and, where required, approved by the Court. No waiver of one breach shall constitute a waiver of any other breach.

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

Approved as to Form:

OLSEN & OLSEN, LLC

/s/ Beau J. Olsen
Signed by J. Ramzi Hamady with permission via email
Beau J. Olsen
Attorney for Maureen Sutherland

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Rickey James Sutherland's attorney, J. Ramzi Hamady, 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.

2 **WITH RULE 4-202.09 OF THE UTAH RULES OF JUDICIAL**
ADMINISTRATION RE NON-PUBLIC INFORMATION

3

I hereby certify that, upon information and belief, all non-public information has been omitted or redacted from this public record. I also hereby certify that a true and correct copy of the foregoing unsigned **Decree of Divorce** was served pursuant to Rules 5(b) and 7(j) of the U.R.C.P. on June 12, 2026, via electronic mail to the following:

Beau J. Olsen
Olsen & Olsen, LLC
Attorneys for Maureen Sutherland

/s/ J. Ramzi Hamady