



MARK R. LAROCO (UTAH BAR NO. 12148)

INTERMOUNTAIN LEGAL, P.C.

2159 South 700 East, Suite 240

Salt Lake City, Utah 84106

Telephone: (801) 970-2800

Facsimile: (801) 951-4901

Email: mlarocco@intermountainlegal.net

Please cc: jlin@intermountainlegal.net

Attorney for Erica Dzierzon

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

In the Matter of the Marriage of:

ERICA MEGAN DZIERZON,

Petitioner,

and

GORDON DIETMAR DZIERZON,

Respondent.

DECREE OF DIVORCE

Case No. 264901337

Judge Thaddeus May

Commissioner Joanna Sagers

The Court, having entered its Findings of Fact and Conclusions of Law, now hereby
ORDERS, ADJUDGES, and DECREES as follows:

DISSOLUTION OF MARRIAGE

1. The parties are hereby awarded a Decree of Divorce due to irreconcilable differences, forever dissolving the bonds of matrimony heretofore existing between them, to become final upon signature and entry.

REAL PROPERTY

2. The parties acquired an interest in two (2) real properties located at 2669 Canyons Resort Dr. #312, Park City, Utah (“Condo”) and 1970 Laird Drive, Salt Lake City, Utah (“Marital Home”).

3. The Condo is currently listed for sale and both parties are taking all commercially reasonable and good-faith measures to attract buyers and facilitate the timely sale of the property, including cooperation with listing agents, maintaining the property in marketable condition, and responding promptly to reasonable offers.

4. For the sale of the Condo, the parties shall follow the recommendations of the Realtor regarding listing price, reductions in price, counter-offers, and reasonable offers to accept. The parties shall also follow the recommendations of the Realtor regarding repairs, home preparations, staging, cleaning, showings, and maintenance necessary to sell the Condo for the best price. The parties shall respond to buyer offers, counter-offers, repair requests, and any other contractual obligations prior to their expiration or deadline, which may be less than twenty-four (24) hours.

5. Upon the sale of the Condo, the net proceeds shall be distributed equally between the parties unless otherwise agreed in writing.

6. If the sale of the Condo results in a net loss, such loss shall be borne equally by the parties:

a. In the event of a buyout of Gordon’s interest in the Marital Home through refinance, Gordon’s buyout amount shall be reduced by his fifty percent (50%) share of such loss.

b. In the event of a sale of the Marital Home, each party’s share of such loss shall be satisfied from the net proceeds of the Marital Home prior to final distribution.

7. Until the Condo is sold, Gordon shall have exclusive use and possession of the Condo as his residence. In consideration of such exclusive use, the parties shall split all monthly Condo-related costs fifty percent (50%). Monthly costs shall include, but not be limited to, mortgage payments, property taxes, insurance, and HOA fees. In the event that either party is unable to pay their fifty percent (50%) share of the monthly Condo costs, the parties shall negotiate in good faith to reach a temporary or modified arrangement that allows each party to maintain a respectable quality of living.

8. Erica shall have exclusive use and possession of the Marital Home subject to Gordon's fifty percent (50%) equity interest as defined in this document. Erica shall be solely responsible for all monthly costs associated with the Marital Home, including, but not limited to, the mortgage payment, property taxes, insurance, utilities, and routine maintenance. Gordon shall have no obligation to contribute to any such costs. In the event that Erica makes capital improvements to the property, and the property is later sold, fifty percent (50%) of the cost of the capital improvements to the property shall be deducted from Gordon's share of the proceeds.

9. Erica shall refinance the Marital Home into her sole name no later than twelve (12) months after the Condo sale, subject to the possibility of high interest rates extending the refinance deadline. The parties acknowledge that prevailing interest rates may impact refinancing feasibility. If interest rates exceed 4.5% at the twelve (12)-month mark, then Erica may have, at her own election, the option to extend the refinance period by an additional twelve (12) months.

10. For the purposes of the refinance, the equity payout shall be determined according to the following formula:

- a. The value of the Marital Home shall be the lesser of two (2) potential values: Either the 2025 listing price of \$1.6M, or the value of the Marital Home as

determined by the licensed, third-party appraiser hired by the lender who is performing the refinance. For purposes of the refinance, the lesser of these two (2) values shall be referred to as the "Marital Home Value."

b. The equity payout shall be determined by subtracting from the Marital Home Value:

- i. The mortgage balance as of February 6, 2026, (\$407,095);
- ii. The HELOC balance as of February 6, 2026, (\$142,143);
- iii. 5% Commissions (\$80,000);
- iv. 1% Closing Costs (\$16,000);
- v. 15% Tax (\$30,750); and
- vi. The loss from the sale of the Condo (if applicable).

11. To determine Gordon's portion of the net equity payout, all of the figures in Paragraph 10.b. shall be subtracted from the Marital Home Value as determined pursuant to Paragraph 10.a., and then divided by two (2).

12. Erica shall pay Gordon his portion of the net equity, as follows:

a. On or before the one (1)-year anniversary of the sale of the Condo, Erica shall pay Gordon either \$100,000 (if the refinance has not been finalized) or Erica shall pay Gordon one-fifth (1/5) of Gordon's portion of the net equity (if the refinance has been finalized).

b. Beginning on or before the two (2)-year anniversary of the sale of the Condo, Erica shall pay Gordon one-fourth (1/4) of Gordon's remaining portion of the net equity (if Erica paid \$100,000 on the one (1)-year anniversary), or Erica shall continue to pay Gordon one-fifth (1/5) of Gordon's portion of the net equity (if the refinance was

finalized prior to the one (1)-year anniversary of the sale of the Condo), which payments shall continue on the anniversary of the sale of the Condo until the fifth (5th) and final payment is made on the five (5)-year anniversary of the sale of the Condo.

13. In the event that Erica is unable to refinance the Marital Home within the time frame outlined in Paragraph 9, the parties shall list the home for sale by an agreed-upon real estate agent ("Realtor").

14. For the sale of the Marital Home, the parties shall follow the recommendations of the Realtor regarding listing price, reductions in price, counter-offers, and reasonable offers to accept. The parties shall also follow the recommendations of the Realtor regarding repairs, home preparations, staging, cleaning, showings, and maintenance necessary to sell the Marital Home for the best price. The parties shall respond to buyer offers, counter-offers, repair requests, and any other contractual obligations prior to their expiration or deadline, which may be less than twenty-four (24) hours.

15. Upon the sale of the Marital Home at a reasonable market value price, the proceeds of the home shall be distributed as follows:

- a. First, the parties shall pay the costs associated with the sale;
- b. Second, the mortgage shall be paid;
- c. Third, the HELOC debt shall be paid;
- d. Fourth, if applicable, any loss associated with the condo shall be deducted;
- e. Fifth, if applicable, Erica shall be reimbursed any capital improvements that she made on the Marital Home for the verified amount of the expense paid;
- f. Sixth, subtract from Gordon's one-half (1/2) portion of the net sale proceeds any equity payments of \$100,000 that Erica made annually as part of Gordon's

net portion of the equity incident to Erica's attempt to refinance, which refinance will have ultimately turned out to be unsuccessful if the Marital Home sale has to occur.

i. In other words, although the remaining proceeds shall be distributed equally, Gordon will have already received some portion of his one-half (1/2) of the proceeds on the 1st and, if applicable, the 2nd anniversary of the sale of the Condo.

g. Thereafter, the remaining proceeds shall be equally divided between the parties.

VEHICLES

16. Erica is hereby awarded the 2013 Nissan Murano free and clear of any claim from Gordon, and Erica shall be solely responsible for the loan, insurance, registration, and any other costs and fees associated with this vehicle.

17. Gordon is hereby awarded the 2022 Toyota Tacoma truck free and clear of any claim from Erica, and Gordon shall be solely responsible for the insurance, registration, and any other costs and fees associated with this vehicle.

PERSONAL PROPERTY

18. The parties acquired various items of personal property during the course of the marriage, which shall be equitably divided by agreement of the parties. If the parties are unable to reach an agreement, they shall participate in mediation.

19. Until the division of personal property is finalized by written agreement or mediation, neither party shall sell, transfer, remove, conceal, alter, or damage any marital personal property or the other party's separate property, including any items identified on exchanged lists or proposed distributions, except as expressly agreed in writing.

FINANCIAL ACCOUNTS

20. The parties acquired various checking, savings, investment, retirement, and other financial accounts during the course of the marriage, which are hereby awarded as follows:

a. Each party is hereby awarded monies in their own separate checking and savings accounts free and clear of any claim from the other. Any joint accounts shall be closed within fourteen (14) days of entry of the Decree of Divorce.

b. Each party is hereby awarded monies in their own separate retirement accounts, including each party's 401(k), free and clear of any claim from the other.

c. The parties' have a joint investment in Commonwealth Fusion Systems, held directly or indirectly through the KING Fund. Upon any liquidity event, including the company becoming publicly traded, and upon mutual written agreement to sell the stock, any proceeds or gains from the investment shall be divided equally, with fifty percent (50%) to Erica and fifty percent (50%) to Gordon.

DEBTS AND OBLIGATIONS

21. Upon information and belief, the parties do not have any outstanding debts or obligations. Should any become known, they shall be divided as follows:

a. Gordon shall be solely responsible for any debts in his name holding Erica harmless.

b. Erica shall be solely responsible for any debts in her name holding Gordon harmless.

22. Each party shall indemnify and hold the other party harmless from liability of any and all debts listed above.

23. Neither party shall incur any other debts, obligations or liabilities on the other party's credit or do anything for which the other party may be legally liable. Each party shall indemnify and hold the other harmless from loss and/or liability from the debts assigned herein, and their associated obligations or liabilities which may exist or come into existence in violation of the foregoing. Pursuant to Utah Code § 15-4-6.5, the parties shall provide a copy of the parties' Decree of Divorce to all creditors of the parties existing at the time of the entry of the decree of divorce.

24. If a party misses a loan payment on a property item that for which both parties are indebted, then (i) the other party may make a payment to protect his or her credit; (ii) the property item shall be immediately put up for sale; (iii) the net proceeds of the sale shall first be paid to the other party up to and including the amount(s) paid to protect his or her credit.

25. Neither party shall use the other's name, likeness, identity, or image to obtain credit or for any other purpose.

BUSINESS INTERESTS

26. The parties acquired businesses during the marriage, namely: Wiley Mountain Properties, LLC, Wiley Financial Strategies, and Stubbs Enterprises, which are hereby awarded as follows:

a. The business Wiley Mountain Properties, LLC, owns the Condo which shall be sold pursuant to this Agreement. Once the Condo sells, the parties shall dissolve Wiley Mountain Properties, LLC.

b. Erica is hereby awarded all right, title, and interest in Wiley Financial Strategies, including any inventory, assets, or receivables associated with the businesses, subject to Erica being responsible for holding Gordon harmless of any payables, encumbrances, or other obligations associated with said business.

c. Gordon is hereby awarded all right, title, and interest in Stubbs Enterprises, including any inventory, assets, or receivables associated with the businesses, subject to Gordon being responsible for holding Erica harmless of any payables, encumbrances, or other obligations associated with said business.

ALIMONY

27. Each party waives any and all rights to receive alimony or spousal support from the other. Therefore, no alimony or spousal support shall be payable by either party now or in the future.

NAME CHANGE

28. Erica shall be restored to the use of her maiden name "Wiley" at her option and election.

LIFE INSURANCE

29. Pursuant to U.C.A. Sec. 81-4-406(3), if a party owns a life insurance policy or an annuity contract, there shall be an acknowledgement by the Court that the party:

- a. Has reviewed and updated, where appropriate, the list of beneficiaries;
- b. Has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and
- c. Understands that, if no changes are made to the policy or contract, the beneficiaries currently listed shall receive any funds paid by the insurance company under the terms of the policy or contract.

COOPERATION

30. Gordon and Erica shall cooperate with the other to effect change in titles to property to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail.

31. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce.

MUTUAL RESTRAINING ORDERS

32. The parties are hereby ordered not to stalk, harass, intimidate, annoy, abuse, or commit domestic violence against the other, or threaten to do or attempt to do any of the above.

33. The parties shall not defame, demean, belittle, slander, badmouth, or disparage the other to third parties or on any social media.

DEFAULT

34. If either party fails to comply with any of the terms and conditions set forth in this document, the party in default shall be liable to the other party for all reasonable expenses, including attorney fees and costs, incurred in enforcing the terms and conditions of this document.

ATTORNEY FEES

35. Each party shall pay his or her own reasonable attorney fees and costs incurred herein.

****THIS DOCUMENT CONSTITUTES A BINDING ORDER OF THE COURT WHEN IT BEARS THE JUDGE'S SEAL AT THE TOP OF THE FIRST PAGE****

APPROVAL AS TO FORM BY:

/s/ Gordon Dzierzon*

GORDON DZIERZON

Respondent, Pro Se

*Written authorization to affix electronic signature on record with e-filer.

RULE 7(j) NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, a true and correct copy of the above **DECREE OF DIVORCE** was served by the means indicated in the Certificate of Service attached hereto, on March 13, 2026, to the parties indicated therein. Notice of objections to this order must be submitted to counsel within seven days after service. Should no objections to this order be submitted to counsel within seven days after service, this Order should be presented to the Court for entry and signature.

/s/ Mark R. LaRocco

MARK R. LaROCCO

Attorney for Erica Dzierzon

CERTIFICATE OF SERVICE

I hereby certify that on March 13, 2026, I caused to be served a true and correct copy of the foregoing **DECREE OF DIVORCE** to the following parties by the method indicated:

Gordon Dzierzon
Respondent, Pro Se
gordondzierzon@gmail.com

/s/ Jen Linschoten