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*Attorneys for Petitioner Merry Tina Osborne*

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

IN THE MATTER OF THE MARRIAGE OF:  MERRY TINA OSBORNE,  Petitioner, and JOHN OSBORNE,  Respondent.	<b>DECREE OF DIVORCE</b>  Civil Case No. 264902052  Judge Linda Jones Commissioner: Michelle Blomquist
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The above-entitled matter having come before the Court, the parties have executed a Stipulation and Settlement Agreement, filed with the Court on April 20, 2026 (**Dkt. No. 5**). The Court, having reviewed the parties' Stipulation and Settlement Agreement ("Agreement") and the pleadings in this matter and being fully advised in the premises, and having entered its Findings of Fact and Conclusions of Law, hereby,

**ORDERS, ADJUDGES, AND DECREES** as follows:

**JURISDICTION**

1. John and Merry are bona fide residents of Salt Lake County, State of Utah, and have been for at least three (3) months immediately prior to the filing of this divorce action.

**MARRIAGE**

2. The parties are husband and wife, having married on May 29, 1993 in Dana Point, Orange County, California. The parties separated on or about November 1, 2024 and John filed for divorce on or around November 26, 2025.

3. The parties maintained their marital domicile in Salt Lake County, State of Utah.

**GROUND**

4. The parties should be granted a divorce on the grounds of irreconcilable differences. Said divorce should become final upon entry of the Decree of Divorce in the Registry of Actions.

**CHILDREN**

5. The parties have four (4) adult children. Merry is not pregnant, and no further children are expected of the marriage.

**ALIMONY/PROPERTY SETTLEMENT PROVISION**

6. **Bonus-Based Compensation Payments (Standard Compensation Structure).**  
John shall pay Merry an annual alimony/property settlement based on bonus and performance-based compensation earned in excess of his base salary of \$175,000. For purposes

of this provision, “bonus or performance-based compensation” includes all non-base salary compensation. Such amounts shall be calculated on a net basis, with John claiming no more than one (1) exemption on his Form W-4. These payments shall be referred to as “Bonus Payments” and are intended as a property settlement.

**a. Payment Structure.**

For earnings years 2026 through 2031, John shall pay Merry fifty percent (50%) of all bonus and performance-based compensation earned in excess of \$175,000.

For earnings years 2032 through 2037, John shall pay Merry twenty-five percent (25%) of all such compensation in excess of \$175,000.

**b. Timing and Documentation.**

Bonus Payments shall be calculated no later than April 25 of the following tax year. Unless otherwise agreed in writing, John shall provide Merry no later than April 15 of each year with copies of his income tax return with all attachments, W-2s, any other earnings documentation, and his current W-4. Payment shall be made no later than May 1 for the prior calendar year.

**c. Example.**

For example, in 2027, John shall provide Merry with his 2026 tax return

no later than April 15, 2027; Bonus Payments shall be calculated by April 25, 2027; and payment shall be made no later than May 1, 2027.

7. **Additional Payments Upon Material Increase in Base Salary.** In addition to the Bonus Payments described in Section 6, if John's base salary increases by twenty-five percent (25%) or more from \$175,000 (i.e., to \$218,750 or greater), John shall pay Merry an additional amount based on the increase in base compensation.

a. **Threshold.**

The adjusted base salary threshold shall be \$218,750.

b. **Payment Structure.**

For earnings years 2026 through 2031, John shall pay Merry fifty percent (50%) of all base salary earned in excess of \$218,750.

For earnings years 2032 through 2037, John shall pay Merry twenty-five percent (25%) of all base salary earned in excess of \$218,750.

c. **Example.**

If John's base salary increases to \$230,000, the amount exceeding \$218,750 is \$11,250. If the net amount of that excess (after applicable taxes, assuming one (1) exemption) is \$7,875, Merry shall receive \$3,937.50 for that year under this Section, in addition to any Bonus Payments owed under Section 6.

8. **Change in Employment or Compensation Structure.** If John changes employers or his compensation structure is materially altered (including a shift between base salary and bonus compensation), the parties agree to renegotiate these provisions in good faith to preserve the intent of this Agreement. If the parties are unable to reach a written agreement, the provisions set forth in Sections 6 and 7 shall continue to apply, with compensation categorized based on its substance (base salary versus bonus or performance-based compensation).

9. **Material Change in Either Party's Income.** If a material change occurs in either party's income prior to the termination of these payments, the parties agree to renegotiate in good faith prior to seeking Court involvement.

- a. The parties acknowledge Merry's fifteen (15) years as a full-time stay-at-home parent.
- b. For purposes of this Section, a "material change" means a change of more than twenty-five percent (25%) in either party's income from the baseline amounts set forth herein.

## **PERSONAL PROPERTY**

### **Vehicles**

10. The parties have acquired the following vehicles during the marriage, which shall be divided as follows:

- a. Merry shall be awarded the following vehicle(s) free and clear of any interest of John:

- i. 2020 Tesla Model X.
- b. John shall be awarded the following vehicle(s) free and clear of any interest of Merry:
  - i. 2024 Toyota 4-Runner.
- c. As to any vehicle awarded to a party, that party shall indemnify and hold harmless the other party as to any debt, insurance, maintenance, or any other liability associated with the vehicles they are awarded.

### **Marital Businesses**

- 11. The parties have no marital businesses.

### **Bank, Pension, Retirement, Investment, and Brokerage Accounts**

- 12. The parties have acquired several bank, retirement, and investment accounts during the marriage. The parties agree these accounts shall be divided equally 50/50 as outlined as follows:

#### **Bank Accounts**

- a. Merry shall be awarded the following accounts as her sole and separate property, free and clear of any interest of John:
  - i. Keybank account in solely her name.
- b. John gets all other accounts free and clear of interest of Merry.
- c. Until the sale of the Military Drive residence, all expenses related to the home will be made from the joint Keybank account currently open.

#### **Pension**

- d. During the marriage John obtained a pension through Black & Decker, which shall be John's sole and separate property free and clear of any interest of Merry. John shall list the parties' adult children as equal beneficiaries of this pension and that the beneficiaries shall not be changed absent Merry's advance written approval. John agrees there are no other pension accounts in his name.
- e. John shall provide Merry with proof of beneficiaries and pension value should she make a written request for the same.

**Retirement, Investment, and Brokerage Accounts**

- f. Merry shall be awarded the following retirement, investment, and brokerage accounts as her sole and separate property free and clear of any interest of John:
  - i. Empower Employer 401K in the amount of \$100,000, and Principal Employer 401K in the amount of \$200,000.
  - ii. John and Merry will evenly split the remaining balances of the UBS Brokerage account (Current balance \$48,814) and the Schwab Brokerage Account (Current Balance \$35,375)
- g. Merry shall be awarded an equalizing payment from John's Empower 401K based on the balance as of the date of the divorce. Merry's portion from John's Empower 401K shall equal 50% of the total 401K balances including Merry's Employer 401K and Principal Employer 401K.

- i. For example if the total 401K balances between all three accounts totals \$1,200,000, each party shall receive \$600,000. If Merry's Empower and Principal 401Ks totals \$300,000, she would then receive an additional \$300,000 from John's Empower 401K as an equalizing payment.

#### **Gains from Investment in EPIC Venture Fund V**

- h. During the marriage, Merry acquired an interest in EPIC Venture Fund V. Merry receives an annual K1. The parties agree that Merry shall split her interest in EPIC Venture Fund V 50/50 with John, and fully cooperate to allow John to receive his own 50% interest in the fund at the time the bonus alimony calculation is made.
- i. Any gains or losses associated with EPIC Venture Fund V shall not be calculated in the Bonus Payments outlined above.

#### **Tax Benefits/Provisions**

- j. The parties agree that they shall be allowed to avail themselves to any tax benefits available to them regarding the division of their IRA accounts as determined by their tax professionals a result of the divorce proceedings.

#### **Qualified Domestic Relations Order ("QDRO")**

- k. For any account described herein requiring a QDRO to divide the parties' interest, the parties agree to retain either David Hunter/Utah Divorce Financials or Rori Hendrix to prepare the QDRO/QDROs. Each party



shall be responsible for one-half the cost associated with the preparation of the QDRO/QDROs.

**Debts**

13. Other than the mortgage on the Military Drive Home as discussed in further detail below, the parties have no marital debts. The parties agree to be responsible for debts and liabilities as follows:

- a. Merry is to pay the following debts holding John harmless therefrom:
  - i. All debts associated with the home located at 1283 East South Temple Apt 303, Salt Lake City, Utah 84102;
  - ii. All debts associated with the vehicle she is awarded:
    1. 2020 Tesla Model X.
  - iii. All credit cards in her name only.
- b. John is to pay the following debts holding Merry harmless therefrom:
  - i. All debts associated with the vehicles he is awarded:
    1. 2024 Toyota 4-Runner.
  - ii. All credit cards in his name only.
- c. All expenses requiring a credit card will be made on the current joint American Express Reserve card. This card will be terminated after the sale of the home.
- d. With respect to any other joint credit card accounts, other than the American Express credit card mentioned above, these accounts shall

be closed within 30 days of the signing of this agreement. If a party has incurred expenses on a joint credit card, the party incurring the expense shall be responsible to pay the amount incurred in its entirety.

- e. The parties agree that all other debts and obligations should be distributed to the party who incurred the debt, including credit card debt incurred after the filing of the divorce.
- f. The parties agree to indemnify and hold the other party harmless from any liability on the debts each party is ordered to pay. Each party should notify the respective creditors or obligees regarding the Court's division of the debts, obligations, and liabilities, and provide the parties' separate current addresses to the respective creditors and obligees.

### **Taxes**

14. The parties shall file 2025 taxes jointly. The parties shall pay any tax liabilities and preparation costs owing therefrom through their joint bank account at Key Bank. Should the parties have a refund, they agree to split that refund equally.

15. The parties shall file 2026 taxes separately.

### **Real Property**

16. **1085 Military Drive, Salt Lake City, Utah 84105.** During the marriage the parties purchased a home located at 1085 Military Drive, Salt Lake City, Utah (the "Military Drive Home"). The parties currently owe approximately \$290,000 on a first mortgage.

- a. John currently resides in the Military Drive Home. He shall continue to do so until the home sells. The home will be listed as mutually agreed in writing by parties, however, in no event later than June 1, 2026.
- b. Until the home sells, the parties agree to use the joint Key Bank account to pay the expenses associated with the Military Drive Home.
- c. Once the home sells, the parties shall pay all costs associated with the home from the proceeds first. Costs associated with the home is defined as the remaining mortgage balance, tax/title/closing costs, realtor fees, and payment of the credit card balance with costs associated with the sale of the home.
- d. After payment of the costs from Military Drive outlined above, John shall receive the first \$830,000 from the proceeds from the sale of the home as an equalization payment in exchange for Merry's sole ownership of the South Temple Home, outlined below.
- e. After payment of the costs from the Military Drive Home and the \$830,000 equalization payment, the parties shall divide all remaining proceeds equally 50/50.
- f. For example, should the home sell for \$2,000,000 and the costs associated with the home totals \$500,000, this will result in a remainder of \$1,500,000. After John's \$830,000 equalization

payment, the remaining equity would be \$670,000. Each party would then receive \$335,000. As such, John's payment from the sale of the Military Drive Home would total \$1,165,000 and Merry's payment from the sale of the Military Drive home would total \$335,000.

- g. The parties shall ensure the joint bank account at Key Bank shall continue to be used to pay all expenses associated with the Military Drive Home and the South Temple Home.

17. **1283 East South Temple #303, Salt Lake City, Utah 84102.** During the marriage Merry purchased a home located at 1283 East South Temple #303, Salt Lake City, Utah 84102 (the "South Temple Home") which has no mortgage.

- a. Subject to and in consideration for the property divisions outlined in this agreement, all interest in the South Temple Home shall be awarded to Merry free and clear of any interest of John as her sole and separate property.
- b. Merry shall be solely responsible for all costs associated with the South Temple home fully indemnifying and holding John harmless therefrom.

18. **St. George Home.** During the marriage the parties purchased a home located at 1289 Hidden Passage Cove, Washington, Utah (the "St. George Home"). The property is encumbered by any mortgage in the amount of approximately \$250,000. All payments and costs associated with the St. George Home are paid by the parties' adult daughter Madeline.

- a. The parties contemplate that their adult daughter Madline shall continue to live in the St. George Home and maintain all payments and costs associated therewith.
- b. Unless the parties mutually agree in writing, should Madeline cease to live in the St. George Home, the parties agree to list the home for sale and split the equity 50/50.
- c. Equity is defined as all proceeds from the sale of the home after payment of the costs associated with the home, which is defined as payment of: the remaining mortgage balance, tax/title/closing costs, and realtor fees.

### **Personal Property**

19. During the term of this marriage the parties have acquired certain personal property, items of household goods, furnishings, fixtures, appliances and other items of personal property.
20. Each party shall receive his/her own personal property (clothes, shoes, jewelry, etc.)
21. Merry shall be awarded all property in the South Temple Home free and clear of any interest of John.
22. The parties have already divided all personal property in the Military Way Home.
23. The parties shall equally share the following items:
  - a. Décor/Items made by their children.

- b. The parties shall divide these items as they can agree by creating a list of the items that are not agreed upon and passing it back and forth between them taking turns picking one (1) item at a time from the list. In the event the parties cannot reach an agreement on these personal property items, they shall return to mediation, with the mediator being given arbitration authority to make final awards following mediation. The parties shall create the list of items within 30 days of the signing of this settlement agreement. The parties shall agree to the property division within 60 days of the signing of this agreement. The parties have not agreed to the property division within 60 days from the date of the signing of this agreement, they shall then schedule mediation within 75 days of the signing of this agreement.

24. The parties shall cooperate to allow all family photos to be copied to allow each party to have a full set of family photos. The parties shall split the cost associated with copying family photos, up to \$400 (\$200 per party) which shall occur no later than thirty days after the signing of this agreement.

25. John shall be awarded all personal property items in his possession at the Military Drive Home free and clear of any interest of Merry, except for those items specifically stated herein that are awarded to Merry.

### **Quitclaim Deeds and Titles**

26. If necessary, the parties shall sign and cooperate as necessary any deeds and/or titles necessary for the execution of the division of interests as outlined herein.

**Maiden Name**

27. Merry shall be able to return to her maiden name of Christensen should she so choose.

**Attorney's Fees**

28. The parties agree to each be responsible and liable for his or her own attorneys' fees and costs.

**Tax Advice**

29. The parties acknowledge that their attorneys are not accountants and do not render any tax advice to the parties as to the terms or tax consequences of this agreement.

**Trusts**

30. During the marriage, the parties formed the following trusts Osborne Family Trust.

- a. The parties agree to cooperate to wind down the Osborne Family Trust trust within 90 days of the signing of this agreement.
- b. The parties agree the medical needs trust shall remain in place for the benefit of their children as further described above.

**Cooperation and Execution of Documents and Effectuation of this Agreement**

31. The parties agree to fully execute whatever documents are necessary for the implementation of the terms of this agreement and the subsequent terms set forth in the Decree of Divorce which shall be as mutually agreed by the parties, in no event more than thirty (30) days after written request is made to execute necessary documents.

32. Should a party fail to execute documents or effectuate any part of this agreement, and the other party is required to bring a motion to enforce a provision, the court may appoint another person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure for the disobedient party. The disobedient party shall be liable for the attorney fees and costs incurred in having to file and argue the motion.

**Waiver of Discovery, Trial, Valuations, Tax, and Acceptability.**

33. The parties do not desire to exercise any further discovery rights, nor do they desire a trial to have the court decide these issues and waive such rights. The parties understand that the mediator is not giving legal advice to either party but is a neutral facilitator only. The parties have not relied upon representations of the mediator or the attorneys in any way in the determination of the acceptability of this agreement, the valuation of the assets or obligations, or the tax implications of the terms herein.

34. The parties have had the right to advice of legal counsel of his or her own choice before signing this agreement and have received such advice or hereby waive that right.

35. Except as specifically outlined herein, each party is responsible for all tax obligations and liabilities incurred as a result of the assets awarded to them in this agreement, and they shall hold the other party harmless therefrom.



### **Fair Settlement Disclosure**

36. Both parties disclose that the terms herein are fair and reasonable and that they agree to the terms herein voluntarily and of their own free will, and that he or she does so free from any undue influence, threat, or duress. Except for the dissipation issue outlined above, neither party has relied upon the representations of the other as to any fact in choosing to settle this action and have relied upon his/her own independent knowledge of the facts in choosing to resolve this case. Each party has independently assessed the values of the vehicles and property.

37. The parties represent they have fully disclosed all property, accounts, and marital property. Should any undisclosed accounts be discovered, they shall be awarded in their entirety to the party to which the disclosure was not made. By signing this Agreement, both parties agree that they have waived his or her right to further discovery under the Utah Rules of Civil Procedure. Both parties are fully informed, understand and acknowledge that, in signing this Agreement, the case will be fully, completely and finally settled.

### **Miscellaneous Provisions**

38. The Stipulation is effective on the date signed by all parties. The Agreement resolves all issues pending between the parties, except and unless specifically reserved herein. Both parties acknowledge the jurisdiction of this court and consent thereto.

39. The parties agree that a final order shall issue from the court with these same terms, conditions, and provisions, and that until a final order is entered, the terms and conditions set herein are enforceable as a court order and are not mere recitations.

### **No Construction Against the Drafter**

40. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the Stipulation and Settlement Agreement, and specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

**IT IS SO ORDERED**

**-END OF ORDER-**

**\*\*EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE  
SIGNATURE AND SEAL AT THE TOP OF PAGE 1\*\***

APPROVED AS TO FORM:

DATED this 23<sup>rd</sup> day of April 2026.

/s/ John Osborne\*

John Osborne

*Respondent John Osborne*

\*Electronically signed with permission given on 4-23-26 via email

**RULE 7(j)(4) NOTICE**

Pursuant to Utah Rule of Civil Procedure 7(j)(4), if you object to the form of this proposed order, then you must file your written objection with the court and serve the same upon the parties or their counsel within seven (7) days after service of this notice, plus three (3) days for mailing if this notice is mailed via U.S. Mail. Should no objections to the form of the proposed order be submitted to the court and the parties or their counsel within seven (7) days after service of this proposed order upon you, then the foregoing shall be presented to the court for entry; whereby, this proposed order shall, most likely, be entered as a final order of the court.

I certify that this document was served to the opposing party via email on this 21st day of April 2026.

John Osborne  
1085 Military Drive  
Salt Lake City, Utah 85105  
[John.osborne@bldr.com](mailto:John.osborne@bldr.com)

**STRONG & HANNI**

/s/ Sadé A. Turner  
Sadé A. Turner  
*Attorneys for Petitioner*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 24<sup>th</sup> day of April 2026, a true and correct copy of the foregoing was served by the method indicated below, to the following:

John Osborne 1085 Military Drive Salt Lake City, Utah 85105 <a href="mailto:John.osborne@bldr.com">John.osborne@bldr.com</a>	<input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Email <input checked="" type="checkbox"/> Electronically filed
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/s/ Denise Hughes