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Attorney for Petitioner

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

In the Matter of the Marriage of:  ANGELA DENOS,  Petitioner,  and  ROBERT KRIS DENOS,  Respondent.	<b>DECREE OF DIVORCE</b>  Case Number: 264900146  Judge: Robert Faust  Commissioner: Kim M. Luhn
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THIS MATTER comes before the Court on Petitioner's Verified Petition for Divorce and the Respondent's Answer and Counter Petition for Divorce. The parties, having reached a written Stipulation, the same having been received and approved by the Court. The Court, having entered its Findings of Fact and Conclusions of Law, and for good cause otherwise appearing:

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**

The Petitioner is hereby awarded a Decree of Divorce from Respondent, said Decree to become final upon its being signed by the court and entered in the Office of the Third Judicial District Court Clerk.

1. The parties will be granted a decree of divorce upon the grounds of irreconcilable differences.
2. The parties have children together, the parties' children have emancipated.
3. The marital home and real property located at 13642 South 4170 West in Riverton, Utah shall be handled as follows:
  - a. Pending payoff of the mortgage loan on the property as addressed at Paragraph 3(b) below, Angela is awarded temporary exclusive use and occupancy of the property. In connection with this, the following shall apply:
    - i. The mortgage has been paid for the month of May of 2026. Angela is solely responsible for the monthly mortgage obligation, commencing the month of June of 2026 and thereafter until the loan is paid off in full.
    - ii. Kris shall be solely responsible to pay the utilities for the month of May of 2026. Commencing the month of June of 2026, Angela is solely responsible for the utilities.
    - iii. Angela is solely responsible for the insurance, taxes and routine/regular upkeep and maintenance in connection with the property.
  - b. Within 30 days of the date Angela receives her share of the Charles Schwab mutual funds account (addressed at Paragraph 13(b) below), Angela shall pay off in full the mortgage on the property in order to remove

Kris from the mortgage obligation; with Kris to cooperate with this process, including completing and signing any necessary forms/documents.

- c. Upon payment in full of the mortgage obligation, Angela is awarded the property as her sole and separate property free and clear of any claim or interest of Kris, together with all equity therein and subject to all debt and encumbrance thereon. In conjunction with this, Kris shall execute a quitclaim deed (or other type of deed if required) in order to deed the property to Angela in its entirety.
- d. Should Angela fail to pay in full the mortgage obligation within the time frame as set forth at Paragraph 3(b) above, then the property shall be promptly listed for sale and sold. In the event of a sale of the property, the following provisions shall apply
  - i. Angela shall solely handle all aspects of the sale, including selection of a realtor and the terms of the sale. Kris shall cooperate fully with the listing and sale, including signing a listing agreement with the realtor of Angela's choice, and signing off on any other documents required in relation to the listing and sale. Both parties shall exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.

- ii. Angela shall be solely responsible for all costs of the sale, including closing costs, and commissions.
  - iii. Angela is awarded all net proceeds from the sale.
- 4. The townhouse real property located at 14898 Messi Street in Herriman, Utah shall be handled as follows:
  - a. Pending removing Angela from the mortgage loan on the property as addressed at Paragraph 4(b) below, Kris is awarded temporary exclusive use and occupancy of the property, being solely responsible for the mortgage payments, taxes, insurance, all utilities and routine/regular upkeep and maintenance in connection with the property.
  - b. Within six months of the date of entry of the decree of divorce, Kris shall refinance, assume or otherwise finance the mortgage on the property in order to remove Angela from the mortgage obligation; with Angela to cooperate with this process, including completing and signing any necessary forms/documents.
  - c. Upon removing Angela from the mortgage obligation Kris is awarded the property as his sole and separate property free and clear of any claim or interest of Angela, together with all equity therein and subject to all debt and encumbrance thereon. In conjunction with this, Angela shall execute a quitclaim deed (or other type of deed if required by a lender) in order to deed the property to Kris in its entirety.
  - d. Should Kris fail to remove Angela from the mortgage obligation within the time frame as set forth at Paragraph 4(b) above, then the property shall be

promptly listed for sale and sold. In the event of a sale of the property, the following provisions shall apply

- i. Kris shall solely handle all aspects of the sale, including selection of a realtor and the terms of the sale. Angela shall cooperate fully with the listing and sale, including signing a listing agreement with the realtor of Kris' choice, and signing off on any other documents required in relation to the listing and sale. Both parties shall exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.
  - ii. Kris shall be solely responsible for all costs of the sale, including closing costs, and commissions.
  - iii. Kris is awarded all net proceeds from the sale.
5. Angela is awarded the Jackson Hole Vacation Condo timeshare as her sole and separate property free and clear of any claim or interest of Kris and subject to all debt and encumbrance thereon (including but not limited to taxes and fees), which she shall hold him harmless from. Kris shall cooperate in order to complete and sign any forms necessary to be removed from the timeshare and to sign his interest in the property/account entirely over to Angela, which shall be completed by June 11, 2026.

6. With the exception of the property identified at Paragraphs 7, 8, 9, 10 and 11 below, by June 11, 2026, the parties agree to work cooperatively and in good faith in order to equitably divide remaining items of personal property. In connection with this, the following shall apply:
- a. Any items which are agreed upon by the parties shall be awarded to the party whom it was agreed to receive the item.
  - b. If the parties are unable to agree regarding any item, they will return to mediation first, before going to Court, to attempt to resolve any such dispute(s) in good faith. The mediator will be mutually agreed upon, with the parties to share equally the cost of the mediator.
  - c. If the parties are unable to reach an agreement regarding any disputed item(s) in mediation, either party may have the issue of division and/or valuation of any disputed item(s) decided by the Court. In connection with any disputed item(s), the item(s) shall be safeguarded by the party in possession of the item until there has either been a written agreement from mediation regarding the disputed item(s) or an order/decision from the Court regarding the disputed item(s).
  - d. In the event of a dispute or disagreement regarding any item(s) of personal property, such a dispute or disagreement is a standalone issue and will not form a basis to void or otherwise rescind or change any of the terms the global divorce settlement as per the parties' Stipulation. In connection with this provision, if it is necessary for the parties to return to Court in order to have a trial or other Court proceeding/hearing to address

division of the personal property, the issue of division of the personal property is specifically reserved and shall therefore be subject to future order of the Court.

7. The 2018 Honda Civic is awarded to the parties' son Brandon. By June 11, 2026, the parties shall cooperate in order to sign title of the vehicle over to the child.
8. The 2016 Honda Accord is awarded to the parties' daughter Lindsay. By June 11, 2026, the parties shall cooperate in order to sign title of the vehicle over to the child.
9. Angela is awarded the 2015 Ford F-150, black ATV, red ATV and ATV trailer as her sole and separate property free and clear of any claim or interest of Kris. By June 11, 2026, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.
10. Kris is awarded the 2017 Audi A4 as his sole and separate property free and clear of any claim or interest of Angela. By June 11, 2026, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.
11. The camp trailer shall be sold, with the parties to share equally the net proceeds from the sale. In connection with this, the sale shall be a bona fide arms-length transaction for fair market value, and both parties shall be in agreement to all the terms of the sale, including the list price and ultimate sale price.
12. The debts shall be divided as follows\*:
  - a. Angela
    - i. Platinum American Express credit card— The total sum of \$7,500.00 shall be paid by Kris to the credit card company, via a

direct payment being issued from the Zions bank account (#2097) and applied to the credit card balance. Angela is solely responsible for this debt and obligation going forward, including any and all remaining balance owing on the card after payment of the sum specified herein.

- ii. Delta Reserve Purple credit card (#1009)—The total sum of \$3,336.00 shall be paid by Kris to the credit card company, via a direct payment being issued from the Zions bank account (#2097) and applied to the credit card balance. Angela is solely responsible for this debt and obligation going forward, including any and all remaining balance owing on the card after payment of the sum specified herein.
- iii. Amazon Chase credit card—The total sum of \$2,761.00 shall be paid by Kris to the credit card company, via a direct payment being issued from the Zions bank account (#2097) and applied to the credit card balance. Angela is solely responsible for this debt and obligation going forward, including any and all remaining balance owing on the card after payment of the sum specified herein.
- iv. Apple credit card—The total sum of \$749.00 shall be paid by Kris to the credit card company, via a direct payment being issued from the Zions bank account (#2097) and applied to the credit card balance. Angela is solely responsible for this debt and obligation going



forward, including any and all remaining balance owing on the card after payment of the sum specified herein.

- v. Any other credit cards solely in her name, any debts incurred solely by her and/or in her name, and any debts incurred solely by her since the date of separation on 8/4/24
- vi. Her own medical and dental expenses

b. Kris

- i. Hilton American Express credit card
- ii. Delta Reserve Purple credit card (#3003)
- iii. Any other credit cards solely in his name, any debts incurred solely by him and/or in his name, and any debts incurred solely by him since the date of separation on 8/4/24
- iv. His own medical and dental expenses \*Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.

c. The loan owing to PNC for the mortgage on the real property identified at Paragraph 3 above shall be handled as follows

- i. The loan is in both parties' names.
- ii. The mortgage for the month of May of 2026 has been paid.  
  
Commencing the month of June of 2026, Angela shall be responsible to service the monthly mortgage payments on the loan pending payoff of the mortgage loan as addressed at Paragraph 3 above.

- iii. Within 30 days of the date Angela receives her share of the Charles Schwab mutual funds account (addressed at Paragraph 13(b) below), she shall utilize the funds to pay off in full the entirety of the mortgage loan with PNC in connection with the real property identified at Paragraph 3 above.
- d. There is a HELOC through Zions bank on the real property identified at Paragraph 3 above. The HELOC is solely in Kris' name. There is no balance owing on the HELOC. Neither party shall incur any balance on the HELOC nor make any charges, withdrawals or transfers from the HELOC. By June 11, 2026, Kris shall close the HELOC, with Angela to cooperate with this process, including completing and signing any necessary forms/documents.
- e. The loan owing to Ameris Bank for the mortgage on the real property identified at Paragraph 4 above shall be handled as follows-
  - i. The loan is in both parties' names. ii. Kris shall be responsible to service the monthly mortgage payments on the loan pending a refinance/other financing/assumption or sale of the property as addressed at Paragraph 4 above. • In the event of a refinance/other financing/assumption, Angela will be removed from the obligation and Kris will be solely responsible for the obligation. • In the event of a sale, the loan will be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligation.

- f. The debt owing to DMJ Landscaping for landscaping services in connection with the real property identified at Paragraph 3 above shall be handled as follows-
    - i. Kris shall pay a total of \$3,000.00 directly to the landscaping company, which shall be paid within one week of the date of this Stipulation.
    - ii. Angela is responsible for any fees for landscaping services which exceed \$3,000.00, which she shall indemnify and hold Kris harmless from.
13. The retirement and investment accounts will be handled as follows:
- a. Angela does not have any retirement or investment accounts in her name.
  - b. The Charles Schwab mutual fund account in Kris' name shall be handled as follows-
    - i. The account shall valued as of the date of entry of the decree of divorce. No transfers, withdrawals or loans shall be made or taken from the account by Kris until Angela receives her share of the account as set forth below.
    - ii. Each party is awarded one half of the total value of the account as of the date of entry, together with gains and losses on their respective portions of the account which accrue from the date of entry of the decree until the date of segregation of the account.
    - iii. Within 30 days of the date Angela receives her share of the account (with division to be handled per Paragraph 13(d) below), she shall

utilize the funds to pay off in full the entirety of the mortgage loan with PNC (addressed at Paragraph 12(c) above) in connection with the real property identified at Paragraph 3 above, with any remaining funds from Angela's share of the account awarded to her after payment of the mortgage loan.

c. The Voya Roth, Voya 401(k), Fidelity brokerage, Charles Schwab Roth IRA, Charles Schwab Rollover IRA, Equate Plus profit sharing plan and ADP retirement/pension accounts shall be handled as follows-

- i. Each account shall be valued as of the date of entry of the decree of divorce.
- ii. After all the accounts are valued, each party is entitled to one half of the total collective total value of the accounts as of the date of entry. Once each party's share of the collective value of the accounts is calculated, the total sum of \$300,000.00 will be deducted from Angela's share of the collective accounts and added to Kris' share of the collective accounts as and for payment of the global property settlement (addressed at Paragraph 20 below). Once each party's share of the accounts is determined, pursuant to the formula set forth herein, each party is awarded gains and losses on their respective portions of the accounts which accrue from the date of entry of the decree until the date of segregation of the accounts.

- d. All order(s)/(Q)DRO(s) and/or other forms required in order to effectuate division of the retirement accounts as set forth at Paragraphs 13(b and c) above shall be prepared by Rori Hendrix, with the parties to share equally the preparation costs. The parties shall cooperate in order to provide to Rori any requested documents and information (including but not limited to statements) needed in conjunction with preparation, and shall also complete and sign any forms and/or other documents required in order to complete division of the accounts. All division orders and/or forms/documents shall be subject to both party's review and approval prior to being filed with the Court. The parties shall share equally any fees charged by any plan in connection with implementation of any division order.
14. The financial institution accounts shall be handled as follows:
- a. The joint accounts at Zions (#2097, #2701 and #3908) are awarded to Kris as his sole and separate property free and clear of any claim or interest of Angela. The parties shall cooperate in order to complete and sign any forms necessary to remove Angela from the accounts, which shall be completed by June 11, 2026. Angela shall not make any withdrawals, transfers or debits of any kind from the accounts. In addition, the credit cards listed at Paragraph 12(a)(i, ii, iii and iv) shall be de-linked from the accounts once the balance amounts set forth in those provisions are paid. Furthermore, any other automatic payments or withdrawals related to the

marital home identified at Paragraph 3 above shall also de-linked from the account.

- b. Angela is awarded her Zions (#4692) account as her sole and separate property free and clear of any claim or interest of Kris.
- c. Kris is awarded the HSA account in his name as his sole and separate property free and clear of any claim or interest of Angela.

15. Taxes shall be handled as follows:

- a. All state and federal tax returns for 2025 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.
- b. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.
- c. Commencing with the 2026 calendar tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

16. Angela shall continue to be covered under Kris' health insurance policy until entry of the decree of divorce. Once the decree is entered, Angela shall be removed from the policy and is responsible for her own health insurance coverage at her sole cost.
17. Each party is solely responsible for their own automobile/insurance coverage and associated premiums on the vehicles awarded to them at their own cost. The existing joint auto insurance policy shall be segregated as necessary and transferred to the appropriate party. The parties shall cooperate in order to complete and sign any forms necessary to effectuate this provision, which shall be completed by June 11, 2026.
18. Life insurance shall be handled as follows:
  - a. Kris is awarded the current term life insurance policy through his employer and/or employment, and may change the beneficiary accordingly.
  - b. So long as Kris owes an alimony obligation to Angela, he shall continue to maintain the current term life insurance policy through Protective Life, being responsible to service the policy premiums, with Angela continuing to remain as the beneficiary of the policy. When alimony terminates, this provision shall be vacated and Kris is no longer required to maintain life insurance coverage or name Angela as a beneficiary, and she shall be promptly removed as a beneficiary.
19. Commencing the month of June of 2026, Kris shall pay alimony to Angela in the sum of \$6,000.00 per month, to be paid monthly through the month of September of 2036. Alimony shall be paid in two equal monthly installment payments of one-

half on or before the fifth of each month and one-half on or before the twentieth of each month. Alimony shall terminate earlier than the term set forth herein upon the death of either party, or upon Angela's re-marriage or co-habitation; whichever should first occur.

20. As and for a global property settlement, Kris is awarded the total sum of \$300,000.00, to be paid to him as set forth at Paragraph 13(c)(ii) above.
21. Kris is awarded the University of Utah football tickets (9 seats) as his sole and separate property free and clear of any claim or interest of Angela and subject to all debt and encumbrance thereon (including but not limited to taxes and fees), which he shall hold her harmless from. Angela shall cooperate in order to complete and sign any forms necessary to transfer the tickets/account over to Kris, which shall be completed by June 11, 2026.
22. At her sole option and election, Angela may be restored to her maiden surname of "Sisneros".
23. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party). Any and all communication between the parties shall be civil. 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.
24. The parties shall each pay their own attorney fees and costs incurred in this matter.



25. Any and all claims and issues between the parties are settled as of May 12, 2026. Accordingly, the parties expressly waive all such claims and interests, which are hereby extinguished.
26. Both parties shall execute all documents required in order to effectuate the terms of this Stipulation.
27. This Stipulation will be filed with the Court as the binding agreement of the parties. Findings and a Decree conforming to the terms of this Stipulation will be prepared by attorney Whelan and sent to attorney Cowdin for review and approval prior to being filed with the Court.

**[THIS DOCUMENT CONCLUDES HERE; SIGNATURES ARE FOUND ON FIRST PAGE.]**

Approved as to form this 26th day of May 2026.

/s/Jacob Cowdin\*

Jacob Cowdin

Attorney for Respondent

\*Electronically signed by Alexis Whelan with permission from Jacob Cowdin via email on May 26, 2026.

### **CERTIFICATE OF SERVICE**

I hereby certify, that on this 27th day of May 2026, that true and correct copy(s) of the **DECREE OF DIVORCE** were delivered to the following party(s) via email:

Jacob Cowdin (14964)  
*Cowdin & Gatewood, LLC*  
1785 East 1450 South, Suite 250  
Clearfield, Utah 84015  
(385) 382-0800  
jake@cowdingatewood.com  
*Attorney for Respondent*

/s/ Savannah Perschon