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

In the matter of the marriage of: LYNETTE LAYMAN, Petitioner, and JOHN LAYMAN. Respondent.	DECREE OF DIVORCE Case No. 264901595 Judge Stephen Nelson Commissioner Michelle Blomquist
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Based on the Findings of Fact and Conclusions of Law entered by the Court, and for good cause appearing, the Court enters the following Decree of Divorce:

- 1. Jurisdiction.** The parties are actual and bonafide residents of Salt Lake County, State of Utah, and have been for more than three (3) months immediately preceding the commencement of this action. This Court has jurisdiction over this action and the parties.
- 2. Marriage.** The parties were married on November 24, 1973 in San Diego, California. The parties have been married for approximately 53 years.
- 3. Grounds.** The parties shall be granted a divorce based upon the parties' irreconcilable difference causing a breakdown of the marriage relationship,

according to Utah Code § 81-4-405(1)(h).

4. **Children.** There are no minor children of the marriage, and none are expected.

5. **Alimony.** Neither party shall be awarded alimony, and the issue shall forever be waived.

6. **Real Property.**

a. Murray Home. During the course of the marriage, the parties acquired a home located at 706 E Oxford Hollow Court, Murray, UT 84107.

i. The home was appraised for \$1,545,000.00.

ii. There is no mortgage on the home. Both parties shall be awarded $\frac{1}{2}$ of the total home value, which equates to \$772,500.00. Lynette shall receive her $\frac{1}{2}$ of the Murray Home's value (i.e., \$772,500.00) from John's $\frac{1}{2}$ share of the parties' securities investments.

iii. Once Lynette receives her \$772,500.00, John shall be awarded the Murray Home, free and clear of any claims made by Lynette.

iv. However, the parties agree that Lynette shall remain living in the home until she is able to buy, renovate, move, and occupy a new residence. While Lynette resides in the Murray Home, the parties shall equally share in the short-term household expenses (which includes groceries & utilities - i.e., gas, electric, water, sewer, lawn mowing, and housekeeping).

b. West Yellowstone Home. During the course of the marriage, the parties acquired a home located at 812 N Hayden Street, West Yellowstone, MT 59758.

i. The parties shall continue to jointly own the West Yellowstone Home, even after the Decree of Divorce is entered. There is no mortgage on the home.

ii. John shall be solely responsible for all of the West Yellowstone Home's expenses, including but not limited to, maintenance, utilities, upkeep, taxes, insurance, etc.

iii. Lynette shall have the ability to use the West Yellowstone Home for herself with family and friends, at any time and at her discretion.

iv. The parties shall revisit their joint ownership of West Yellowstone Home shall be revisited in three (3) years after the entry of the Decree, to determine whether or not John is able to buy Lynette out of her $\frac{1}{2}$ portion of the Home's value, at an appraised value, and her half of fair market value of the Home's furniture.

7. **Personal Property.** The personal property of the parties shall be divided equitably. John shall pay for $\frac{1}{2}$ of the cost of the furniture purchased for Lynette's new residence, once she moves out of the Murray Home.

8. **Vehicles.** Lynette shall be awarded the 2023 Tesla Y, free and clear of any claims made by John. John shall be awarded the 2022 Ford F-150, free and clear of any claims made by Lynette.

a. Each party shall be responsible for paying all maintenance and other costs associated with their vehicles, including but not limited to, insurance, registration fees, taxes, liabilities, gas, repairs, and general maintenance.

b. The parties shall hold each other harmless on his or her respective vehicle(s) and shall refinance/move his or her respective vehicles into his or her own name individually as soon as feasible, if applicable.

9. **Debts and Obligations.** There are no marital debts and obligations to divide.

10. **Bank Accounts.** The parties' bank accounts shall be divided equally. The parties' accounts ending in #6901 and #8110 shall be cancelled, and the amounts currently in those accounts shall be equally distributed and divided between John and Lynette within seven (7) days of the entry of the Decree of Divorce. The parties' personal accounts ending in #4179 and #6089 shall contain identical amounts within seven (7) days of the entry of the Decree of Divorce.

11. **SS and Pension Accounts.**

a. The parties' monthly Social Security amounts and John's monthly pension amount shall be combined each month, divided by 2, and each party shall receive a monthly amount of \$2,688.82.

b. There shall be no change in the payout of John's pension upon his death to Lynette.

12. **Securities & Market Investments.**

a. All remaining invested accounts and amounts with Morgan Stanley and Schwab owned by the parties shall be evenly split.

b. Once the securities and market investment accounts are evenly split, John shall liquidate some of his split shares and shall pay Lynette a total of \$784,500.00 in cash. This total amount reflects Lynette's $\frac{1}{2}$ of the Murray Home's value (i.e., \$772,500.00) and her separate inheritance from her parents which was invested (i.e., \$17,000.00). John shall solely be liable for any and all taxes on the liquidation of these funds - i.e., Lynette shall receive this cash amount unencumbered.

c. John must pay Lynette in full within ten (10) days from the division of the parties' invested accounts and amounts with Morgan Stanley and Schwab.

d. Once the securities and market investment accounts are evenly split and Lynette receives her \$784,500.00 in cash, each party shall be liable for their own taxes and fees on any stocks sold. The parties shall be bound by this provision, even though they will file one last joint tax return for 2026.

13. **Business Interests.** The parties' business interests from the marriage have already been divided and resolved. There are no further business interests to divide.

14. **Taxes.** The parties shall file jointly for the 2026 tax year and shall share equally in any liability or refund. However, each party shall be liable for their own taxes and fees on any stocks sold after the split of the parties' invested accounts and amounts with Morgan Stanley and Schwab.

15. **Health Insurance.** If applicable, the parties shall be solely responsible for their own supplemental health insurance premiums.

16. **Attorney Fees.** Each party shall be solely responsible for their own attorney costs and fees incurred in this action. The parties shall share equally in the cost of any QDROs or other specialized Court orders necessary to effectuate the terms of the Decree.

17. **Cooperation.** Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree entered by the Court.

18. **Mutual Restraining Orders.** Each party shall be restrained from harassing, harming, bothering, annoying, threatening, committing violence, or attempting to harass, bother, annoy, threaten, or commit violence against the other and shall instruct third parties to also be so restrained. Each party shall be restrained from talking poorly about or disparaging the other party to third parties. Each party shall be restrained from posting any reference of the other party on social media or using any likeness of the other party for any reason, including but not limited to, opening any sort of account, financial or otherwise.

19. **Mediation.** If the parties have a dispute concerning an issue addressed in the provisions of the Decree, they shall seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree.

20. **Maiden Name.** If she so wishes, Lynette shall have the ability to return to her maiden name of Rhodes.

21. **Duty to Sign Documents.** Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. shall a party fail to execute a document within sixty (60) days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

22. **Severability.** If any term, paragraph, or provision of the Decree is held invalid or unenforceable for any reason, the remainder of the Decree shall continue in full force and effect.

IT IS SO ORDERED.

---END OF ORDER---

**---EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE
STAMP AND SEAL AT THE TOP OF THIS PLEADING---**

APPROVED AS TO FORM:

/s/ John Layman
Electronically signed by Casey Kener
w/ permission of John Layman
Respondent Pro Se