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Attorneys for Plaintiff Kouri Richins

IN THE THIRD JUDICIAL DISTRICT COURT
SUMMIT COUNTY, STATE OF UTAH

KOURI RICHINS, an individual,

Plaintiff,

v.

KATIE RICHINS-BENSON, solely in her capacity as Personal Representative of the Estate of Eric Richins,

Defendant.

COMPLAINT

Case No.

Judge

Tier 3

Plaintiff Kouri Richins, by and through her counsel of record, Ray Quinney & Nebeker P.C., hereby complains of and for her causes of action against Katie Richins-Benson, solely in her capacity as Personal Representative of the Estate of Eric Richins, and states, alleges, and avers as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Kouri Richins (“Kouri”) is an individual residing in Summit County, Utah, and is the widow of Eric Richins (“Eric”).¹

2. Defendant Katie Richins-Benson is the personal representative (the “Katie”) of the Estate of Eric Richins (the “Estate”). A copy of Eric’s will (the “Will”) is attached hereto as Exhibit A.

3. This Court has jurisdiction over this matter pursuant to Utah Code Ann. § 78A-5-102 and Utah Code Ann. § 75-1-302.

4. Venue is proper in this Court pursuant to Utah Code Ann. §§ 78B-3-301(1), 304, and 307.

5. Venue is also proper in this Court pursuant to Utah Code Ann. § 75-3-201.

GENERAL ALLEGATIONS

A. The Family Home.

6. On or around November 21, 2012, while engaged to be married, Eric and Kouri purchased certain real property and related improvements located at 282 Willow Court, Francis, UT 84036, Tax ID #: WWS-2D-D11 (the “Family Home”) for a total purchase price of \$400,000.

7. The Family Home has a legal description of Lot D11, WILD WILLOW SUBDIVISION, PHASE 2D, according to the official plat thereof on file and of record in the Summit County Recorder’s Office.

¹ Because Kouri, Eric, and Katie all share the same last name, this Complaint refers to each of them by their first name so as to avoid confusion.

8. Eric and Kouri acquired the Family Home from Katie, and her husband Clinton Alan Benson. Katie is the Defendant and personal representative in this case, but she is not being sued in any fashion related to the initial sale of the Family Home.

9. Eric and Kouri each contributed their own separate funds to the down payment on the Family Home.

10. Before occupying the Family Home, and in accordance with an agreement between Kouri and Eric, Kouri put the gas, telephone, internet, and electric utility bills (collectively, “Utilities”) all in her name. Eric was not listed on any of the Utilities.

11. At all times until at least May of 2023, the Utilities have remained solely in Kouri’s name.

12. While the Utilities were all in Kouri’s name, Kouri acknowledges and agrees that the Family Home was a joint asset that she and Eric acquired together and held together.

13. Upon closing of the purchase of the Family Home, Kouri moved into the Family Home, and Eric moved in subsequently.

14. After jointly purchasing the Family Home and moving in together, Eric and Kouri each contributed to the monthly mortgage payments.

15. Specifically, from at least September of 2013 until Eric’s death on March 4, 2022, all first mortgage payments on the loan they used to acquire the Family Home have been made from Eric and Kouri’s joint America First Credit Union (“AFCU”) account.

16. Kouri and Eric both funded the joint AFCU account.

17. Although Eric and Kouri jointly purchased the Family Home, jointly paid down the mortgage, jointly paid the Utilities, and otherwise agreed and acted in all respects as if the

Family Home was a joint marital asset, legal title to the Family Home has remained solely in Eric's name since its acquisition, with equitable title being held jointly by Kouri and Eric (and subsequently Eric's trust).

18. Approximately six months after first moving into the Family Home, on June 15, 2013, Kouri and Eric were married in the backyard.

19. Kouri and Eric jointly resided in the Family Home, including raising their three children there, at all times from the day they acquired it until March 4, 2022, when Eric passed away.

20. Since Eric's death, and until May of 2023, Kouri paid virtually all expenses related to the Family Home, and neither Kate nor the Estate had provided material contribution.

21. Specifically, Kouri made virtually all required mortgage payments on the Family Home, and paid nearly all insurance, utility and other expenses for the Family Home, from her separate funds after Eric passed away.

22. In addition, prior to Eric's passing, Eric and Kouri engaged a contractor to construct a swimming pool and fencing at the Family Home.

23. That work was completed after Eric's death, and Kouri paid the entirety of these improvements from her separate funds.

24. The Family Home constitutes marital property.

25. The Family Home has a current approximate value of at least \$1,900,000.

26. Kouri is entitled to ½ of all equity in the Family Home. Alternatively, if she is not entitled to ½ of all the equity, she is at least entitled to ½ of the increase in equity value that occurred after her marriage to Eric.

B. The Prenup.

27. Eric's marriage to Kouri was his second marriage.

28. Eric's first marriage ended in divorce.

29. Further, prior to his marriage to Kouri, Eric had acquired certain assets, including his 50% ownership interest in the Business (defined below).

30. On June 15, 2013, immediately prior to the wedding, Eric's mother delivered to Kouri a prenuptial agreement (the "Prenup") and requested that Kouri sign it. A true and correct copy of the Prenup is attached hereto as Exhibit B and incorporated herein by reference.

31. Kouri complied and both she and Eric signed the Prenup on their wedding day, with the Prenup being notarized simultaneously with their wedding certificate by the very same individual.

32. Section I, Paragraph 5 of the Prenup provides (emphasis supplied):

Future Income, Property, or Assets. The Parties acknowledge to each other that each does not now have, possess, or claim any right or interest in the present or future income, property, or assets of the other, including, but not limited to the business known as "C&E Stone Masonry, LLC." Said business is owned in partnership between Husband and a third party. Wife shall have no right or claim to the business, including its value, its assets and its accounts receivable, whether existing at the time of the marriage or to come into existence after the parties' marriage, except that if Husband should die prior to Wife while the two are lawfully married, Husband's partnership interest in said business shall transfer to the Wife.

33. Similarly, Section II, Paragraph 1 of the Prenup provides (emphasis supplied):

Separate Property of Husband. The parties foresee that, following the date of their marriage, co-mingled marital funds may, from time to time, be spent on or invested in the business C&E Stone Masonry, LLC. The parties agree that C&E Stone Masonry, LLC., shall nevertheless remain the sole separate property of the Husband. The expenditure of co-mingled marital funds on said business shall not give Wife a claim or right to an interest in said business or alter the separate ownership of said business, except that if Husband should die prior to Wife while

the two are lawfully married, Husband's partnership interest in said business shall transfer to the Wife.

34. Section V, Paragraph 3 of the Prenup further provides:

This Agreement shall be binding upon the Parties hereto and upon their heirs, executors, administrators, successors or assigns, and the Parties hereto agree for themselves and their heirs, executors, administrators, successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

35. Attached as "EXHIBIT A" to the Prenup is a "SUMMARY OF SIGNIFICANT SEPARATE PROPERTY OF HUSBAND" which lists Eric's assets and debts (the "List of Assets") that were acquired prior to the marriage. The intent of the List of Assets was to "give a fair, reasonable, and adequate disclosure of the assets of [Eric] by category."

36. The List of Assets is limited to business assets and includes only Eric's fifty percent (50%) ownership interest in C&E Stone Masonry, LLC (the "Business"), a fork lift, skidster, scaffolding and saws, two trucks, and a dump trailer.

37. Notwithstanding the List of Assets showing Eric's separate property, the Prenup expressly provides that should Eric pass away prior to Kouri while they are lawfully married, Eric's ownership interest in the Business (the "Business Interest") shall transfer to Kouri effective upon his death.

38. The List of Assets does not include the Family Home, nor does the Prenup make mention of any real property purportedly owned by Eric.

39. The List of Assets also limits personal property to the specific items listed by Eric in EXHIBIT A (i.e., the Business Interest and certain personal property assets related to the Business).

40. The Prenup's exclusion of the Family Home is further evidence that, notwithstanding how legal title was held, the Family Home was and is a joint marital asset.

41. On or around February 16, 2021, Eric purported to assign the Business Interest to the Eric Richins Living Trust dated November 3, 2020 (the "Trust").

42. To the extent that such transfer was even effective, it did not extinguish Kouri's rights in the Business Interest as granted in the Prenup.

43. Rather, any such assignment carried with it Kouri's vested and pre-existing rights to the Business Interest as set forth in the Prenup.

44. The Business Interest has since been sold to Eric's work partner, Cody Wright.

45. The approximately \$2 million in proceeds (the "Proceeds") from that sale are currently on deposit with the Court.

C. The Trust.

46. On or around November 3, 2020, Eric created and executed the Trust, which was to remain revocable until his death.

47. As set forth in Article One of the Trust, Eric's objective in creating the Trust was to "provide for both my wife and our children during any time that I am incapacitated and after my death." Article One further provides that "[a]ll provisions of this trust are to be interpreted to accomplish my objectives."

48. Article One also establishes the initial funding of the Trust. Schedule A attached to the Trust identifies Eric's assets that were purportedly transferred to the Trust upon its creation and execution.

49. Schedule A includes the following assets purportedly transferred to the Trust: (1) ten dollars in cash; (2) unspecified household furnishings and effects; (3) the Family Home; (4) the Business Interest; and (5) Eric's interest in a separate business, Fox Lake Investments, LLC.

50. On or around November 3, 2020, Eric purported to convey the Family Home to the Trust via warranty deed.

51. Eric purported to convey the Family Home without Kouri's authorization or knowledge.

52. On or around that same date, Eric purported to assign to the Trust all of his tangible personal property, including his jewelry, clothing, household furniture, furnishings and fixtures, chinaware, silver, photographs, works of art, books, sporting goods, electronic equipment, musical instruments, and artifacts relating to his hobbies (the "Personal Property").

53. Eric did not, however, identify any specific Personal Property that belonged to him personally, as opposed to belonging to him and Kouri jointly as a married couple.

54. The Trust also includes a Personal Property Memorandum of Eric Richins (the "Memorandum").

55. The Memorandum, however, lists no Personal Property, nor does it list any designated recipient for Personal Property.

56. The Personal Property that Eric owned as of the date of his marriage to Kouri is set forth and identified specifically in the Prenup.

57. Other than Personal Property specifically identified in the Prenup, any Personal Property that Eric acquired during his marriage was joint property and marital property belonging to Eric and Kouri jointly as husband and wife.

58. Despite the purported assignment of Personal Property to the Trust, Eric purchased the Personal Property using funds from his and Kouri's joint accounts.

59. Eric purported to assign the Personal Property without Kouri's knowledge or consent.

60. In any event, the only assets that Eric could have lawfully transferred or assigned to the Trust would be his personal assets that he owned separately, or his interest in joint assets that he and Kouri owned together.

61. Article Seven, § 7.03(d) of the Trust provides:

My Trustee shall allocate any interest my wife has in joint property, if any, that is or becomes trust property at my death to my wife My wife has the absolute and unrestricted right to withdraw all of the net income and trust principal consisting of her joint property. Jointly owned property shall be deemed to be owned one-half by each of us and does not include my separate property.

62. Eric did not, and could not have, transferred Kouri's assets or Kouri's interest in joint assets to the Trust.

63. Article Two of the Trust expressly refers to the Prenup and states: "We executed a prenuptial agreement on June 15, 2013 which has not been revoked or amended."

64. In other words, pursuant to the terms of the Trust, the Prenup remains in full force and effect.

65. Eric was the trustee of the Trust during his lifetime.

66. Upon his death, however, Katie became the successor trustee of the Trust.

67. Kouri and her three minor children are the sole beneficiaries of the Trust.

D. The Will.

68. Concurrent with his execution of the Trust, Eric also executed the Will.

69. Similar to the Trust, Article One of the Will refers to the Prenup and states: “This will complies with the prenuptial agreement my wife and I signed on June 15, 2013.”

70. In other words, just like the Trust, the Will acknowledges that the Prenup remains in full force and effect.

71. The Will requires that all of Eric’s probate estate be poured over to the Trust and administered under the terms of the Trust.

E. Eric’s Passing and Subsequent Events.

72. Eric passed away on March 4, 2022.

73. At the time of his death, Eric and Kouri were lawfully married and had three minor children.

74. Katie filed a Petition for Formal Probate of Will and Formal Appointment of Personal Representative on March 11, 2022.

75. On March 28, 2022, Kouri filed suit against the Trust, asserting an ownership interest in the Family Home, the Business Interest, and the Personal Property. *See Richins v. Richins-Benson*, Case No. 220500076 (the “Trust Case”).

76. The Court entered an Order of Formal Probate of Will and Formal Appointment of Personal Representative on April 13, 2022.

77. Pursuant to the Court’s order, Katie was formally appointed as the personal representative of the Estate.

78. Kouri filed a claim against the Estate on February 28, 2023 (the “Claim”).²

² By filing this Complaint, Kouri does not waive, but expressly reserves, the argument that her initiation of the Trust Case constitutes a filing and presentation of her claim against the Estate. Likewise, while Kouri believes that her filing of the Trust Case constituted a claim against the Estate under the Probate Code, Kouri filed the Claim out of an abundance of caution.

79. Katie denied the Claim on April 12, 2023.

80. Katie has taken the position that Kouri has no right or interest in the Family Home, the Personal Property, or the Business Interest.

81. Since Eric's passing, Kouri has paid nearly all costs and expenses associated with the Family Home.

FIRST CLAIM FOR RELIEF
(Declaratory Judgment – the Family Home)

82. Kouri incorporates the allegations of the foregoing paragraphs as if fully set forth herein.

83. There presently exists an actual and continuing controversy between Kouri and the Katie concerning the ownership of the Family Home.

84. Specifically, Katie contends that the Estate owns the Family Home, and Kouri has no interest therein.

85. Kouri, on the other hand, contends that she and the Estate each own the Family Home as tenants in common.

86. Alternatively, and irrespective of how title to the Family Home is held, the Family Home constitutes marital property subject to equitable division, with 50% belonging to the Estate and 50% belonging to Kouri.

87. While legal title to the Family Home may have been in Eric's name, Kouri and Eric both held equitable title such that the Family Home was owned by Eric and Kouri as tenants in common and/or the Family Home was joint marital property subject to equitable division, with 50% belonging to the Estate and 50% belonging to Kouri (or at a minimum, with Kouri being entitled to at least 50% of the increase in equity in the Family Home after her marriage to Eric).

88. Accordingly, Kouri is entitled to a declaratory judgment from this Court that she and the Estate each own a one-half interest in the Family Home as tenants in common.

89. Kouri is also entitled to a declaratory judgment from this Court that the Family Home constitutes marital property subject to equitable division or distribution, with 50% belonging to the Estate and 50% belonging to Kouri.

90. Because the Family Home is marital property, Kouri is entitled to a 50% ownership interest in the Family Home, or in the alternative and at the very least, a 50% ownership in the overall increase in value of the Family Home from the time Eric and Kouri purchased it to the present.

91. Kouri is entitled to an order declaring that the Estate is required to pay all costs and expenses associated with the Family Home, along with an order declaring that the Estate is required to reimburse Kouri for all costs and expenses she has paid.

**SECOND CLAIM FOR RELIEF
(Quiet Title – the Family Home)**

92. Kouri incorporates the allegations of the foregoing paragraphs as if fully set forth herein.

93. Kouri has a valid interest in the Family Home adverse to the Estate's purported interest in the Family Home.

94. Kouri's interest and the Estate's interests in the Family Home are equal and identical; i.e., they each own an undivided interest as tenants in common and/or the Family Home constitutes marital property subject to equitable division, with 50% belonging to the Estate and 50% belonging to Kouri.

95. Kouri clearly holds an equitable interest in the Family Home because (a) she and Eric purchased the home together, (b) she and Eric both contributed to the down payment, (c) she and Eric both contributed to all first mortgage payments through their joint bank account, (d) the Utilities for the Family Home were always in Kouri's name, (e) she and Eric mutually resided in the Family Home as a married couple at all times from the time they purchased it until Eric's untimely passing, and (f) since Eric's death, Kouri has paid nearly all costs and expenses associated with the Family Home.

96. Kouri is entitled to an order finding that legal and equitable title in the Family Home is held by Kouri and the Estate as tenants in common and/or that the Family Home is marital property, with 50% belonging to the Estate and 50% belonging to Kouri, and quieting title to 50% of the Family Home in Kouri and the Estate, with Kouri being reimbursed for the Estate's share of the costs and expenses that Kouri has paid.

THIRD CLAIM FOR RELIEF
(Declaratory Judgment – the Personal Property)

97. Kouri incorporates the allegations of the foregoing paragraphs as if fully set forth herein.

98. There presently exists an actual and continuing controversy between Kouri and the Katie concerning the ownership of the Personal Property.

99. On information and belief, the Katie asserts that the Estate owns the Personal Property, and that Kouri has no right, claim or interest therein.

100. Kouri, on the other hand, asserts that she owns the Personal Property either outright, or jointly with the Estate as tenants in common or as marital property.

101. Other than the Personal Property specifically identified in the Prenup, any Personal Property that Eric acquired during his marriage to Kouri was marital property belonging to Eric and Kouri jointly as husband and wife.

102. Indeed, much if not all of that Personal Property would have been acquired through joint credit accounts or through payment from joint bank accounts.

103. With respect to all Personal Property acquired after their marriage, Kouri and Eric owned the Personal Property as tenants in common and/or the Personal Property constitutes marital property subject to equitable division, with 50% belonging to the Estate and 50% belonging to Kouri.

104. At the time Eric purported to transfer the Personal Property to the Trust, equitable title was held by Kouri and Eric as tenants in common and/or the Personal Property constitutes marital property subject to equitable division, with 50% belonging to the Trust and 50% belonging to Kouri.

105. The only interest that Eric could have transferred to the Trust was his interest in the Personal Property, and he had no authority to transfer Kouri's interest.

106. Accordingly, Kouri is entitled to an order declaring that Kouri and the Estate each own an undivided interest in the Property as tenants in common and/or that the Personal Property constitutes marital property subject to equitable division, with 50% belonging to the Estate and 50% belonging to Kouri.

**FOURTH CLAIM FOR RELIEF
(Quiet Title – the Personal Property)**

107. Kouri incorporates the allegations of the foregoing paragraphs as if fully set forth herein.

108. Kouri has a valid interest in the Personal Property adverse to the Estate's purported interest in the Personal Property.

109. Kouri's interest and the Estate's interests in the Personal Property are equal and identical; i.e., they each own an undivided interest as tenants in common and/or the Personal Property constitutes marital property subject to equitable division, with 50% belonging to the Estate and 50% belonging to Kouri.

110. Kouri clearly holds an equitable interest in the Personal Property because the Personal Property was acquired during her marriage to Eric with joint funds or through joint credit accounts, and were assets that were used for the benefit of Kouri and Eric and their three minor children.

111. Kouri is entitled to an order quieting title in the Personal Property in the name of both Kouri and the Estate, as tenants in common and/or because the Personal Property constitutes marital property subject to equitable division by and between Kouri and the Estate each as 50% owners in the Personal Property.

FIFTH CLAIM FOR RELIEF
(Declaratory Judgment – the Proceeds)

112. Kouri incorporates the allegations of the foregoing paragraphs as if fully set forth herein.

113. There presently exists an actual and continuing controversy between Kouri and Katie concerning ownership of the Proceeds.

114. Indeed, Katie contends or may contend that ownership of the Proceeds belong to the Estate, and that Kouri has no right, claim or interest therein.

115. Kouri, on the other hand, contends that pursuant to the Prenup, the Proceeds belong to Kouri.

116. Kouri further contends that any assignment of the Business Interest to the Trust and/or the Estate was subject to and conditioned upon Kouri's existing and vested rights under the Prenup.

117. The Prenup expressly provides that should Eric die while he is legally married to Kouri, the Business Interest transfers to Kouri.

118. Eric and Kouri were legally married at the time of Eric's death.

119. Accordingly, Kouri is entitled to a declaratory judgment that, upon Eric's death, Kouri became the proper recipient and sole owner of the Proceeds.

120. Kouri is further entitled to a declaratory judgment that Eric's purported transfer of the Business Interest was not a bona fide transfer to a third party and is therefore void and of no effect.

121. Kouri is further entitled to a declaratory judgment that, to the extent Eric properly transferred the Business Interest to the Trust and/or the Estate, that transfer was subject to Kouri's pre-existing and vested rights under the Prenup, and that the Trust and/or the Estate could not gain greater rights to the Business Interest than Eric himself enjoyed while he was alive.

SIXTH CLAIM FOR RELIEF
(Quiet Title – the Business Interest and the Buy-Sell Proceeds)

122. Kouri incorporates the allegations of the foregoing paragraphs as if fully set forth herein.

123. Kouri has a valid interest in the Proceeds adverse to the Estate's purported interest in the same.

124. Kouri's interest in the Proceeds is superior to the Estate's purported interest in the same.

125. Kouri is the legal and equitable owner and the sole proper recipient of the Proceeds and is entitled to an order quieting title to the same in Kouri and declaring that the Estate has no interest, right, or title to or in the Proceeds.

126. Further, to the extent Eric's transfer of the Business Interest to the Trust and/or the Estate was valid, Kouri is likewise entitled to an order quieting title and ruling that any such transfer was subject to Kouri's vested and pre-existing rights to the Business Interest under the Prenup, and that the Trust and/or the Estate is required to turn over all Proceeds to Kouri.

**SEVENTH CLAIM FOR RELIEF
(Unjust Enrichment)**

127. Kouri incorporates the allegations of the foregoing paragraphs as if fully set forth herein.

128. Eric's transfer of the Family Home, the Personal Property, and the Business Interest conferred a substantial benefit on the Estate, and a substantial detriment upon Kouri.

129. The Estate clearly knew of and appreciated the benefits it has received.

130. Further, in the event that the Estate is an owner of the Family Home, whether in whole or in part, Kouri has conferred a substantial benefit on the Estate by covering nearly all the costs and expenses associated therewith.

131. The Estate clearly knew of and appreciated this substantial benefit given that Katie asserts that the Trust and/or the Estate owns the Family Home, in whole or in part.

132. It would be inequitable and unjust for the Estate to keep and retain these assets without compensating Kouri for their value.

133. Therefore, to prevent unjust enrichment, Kouri is entitled to a money judgment against the Estate in an amount to be proven at trial, but which is not less than \$300,000.00 and which is believed to be well in excess of \$2,000,000.00.

134. Such money damages include, the value of the Proceeds, the value of Kouri's interest in the Family Home and Personal Property, and that portion of the costs and expenses that should have been be paid by the Estate as a partial owner of the Family Home.

**EIGHTH CLAIM FOR RELIEF
(Constructive Trust)**

135. Kouri incorporates the allegations of the foregoing paragraphs as if fully set forth herein.

136. At all material times, Kouri and Eric were married and, as such, were in a confidential or fiduciary relationship with one another.

137. As set forth above, Eric's transfer of the Family Home, the Personal Property, and the Business Interest to the Trust and/or Estate constitutes unjust enrichment.

138. Further, Eric's transfer of the Family Home, the Personal Property, and the Business Interest to the Trust and/or Estate may have constituted a breach of Eric's fiduciary duty to his wife.

139. Further, Eric's transfer of the Family Home, the Personal Property, and the Business Interest to the Trust and/or Estate may have constituted the tort of conversion under Utah law.

140. Under Utah law, a constructive trust may be imposed to (a) to remedy unjust enrichment, (b) to remedy breaches of fiduciary duty, and (c) to remedy a conversion.

141. Under Utah law, a constructive trust also may be imposed in any other circumstances where a person holds title to an asset in his or her name, but there is an equitable duty to convey title to another and/or where such title is equitably held in another.

142. The Court should impose a constructive trust on the Proceeds and, to the extent the Estate is holding this asset, declare that the Estate holds this asset for the benefit of Kouri as the sole beneficiary of the constructive trust.

143. With respect to the Family Home and the Personal Property, the Court should declare that the Estate holds these assets for the benefit of Kouri as a fifty percent (50%) beneficiary of the constructive trust.

**NINTH CLAIM FOR RELIEF
(Resulting Trust)**

144. Kouri incorporates the allegations of the foregoing paragraphs as if fully set forth herein.

145. Under Utah law, where title to an asset is held in the name of either a husband or wife, but the asset was acquired jointly by the husband and wife or the husband and wife otherwise contributed to its acquisition and maintenance, the court may impose a resulting trust on the asset for the spouse whose name is not listed on the title.

146. As set forth herein, both the Family Home and the Personal Property were acquired jointly by Kouri and Eric, and both Kouri and Eric contributed to the acquisition and maintenance of these assets.

147. As set forth herein, the Prenup expressly provides that upon Eric's death the Business Interest would become Kouri's property, provided Eric and Kouri were married at the time of Eric's death.

148. Notwithstanding these facts, legal title to the Family Home was vested only in Eric's name at the time of his death, and Katie contends that the Personal Property belonged only to Eric.

149. Further, Eric transferred or purported to transfer the Business Interest to the Trust and/or Estate.

150. The Court should impose a resulting trust on the Proceeds and, to the extent the Estate is holding this asset, declare that the Estate holds this asset for the benefit of Kouri as the sole beneficiary of the resulting trust.

151. With respect to the Family Home and the Personal Property only, the Court should declare that the Estate holds these assets for the benefit of Kouri as a fifty percent (50%) beneficiary of the resulting trust.

**TENTH CLAIM FOR RELIEF
(Partition)**

152. Kouri incorporates the allegations of the foregoing paragraphs as if fully set forth herein.

153. Kouri and the Trust and/or Estate are the only parties with any potential interest in the Family Home and the Personal Property, and such property is owned as tenants in common by and between Kouri and the Estate and/or the Family Home and the Personal Property constitute marital property subject to equitable division by and between Kouri and the Estate each as 50% owners thereof.

154. Kouri and the Estate would each be benefitted by a partition of the Family Home and the Personal Property.

155. Therefore, Kouri requests that the Family Home and/or the Personal Property be partitioned and sold at their fair market value, with the proceeds thereof being split 50/50 by and between Kouri and the Estate.

156. The partitioning and sale of the Family Home and/or the Personal Property would not be prejudicial to the Estate in any respect.

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing, Kouri prays for judgment in her favor and against Katie and the Estate as follows:

A. As to her First and Third Claims for Relief, an order declaring that Kouri and Eric owned the Family Home and the Personal Property as tenants in common and/or that the Family Home and Personal Property constitute marital property subject to equitable division, with 50% belonging to the Estate and 50% belonging to Kouri, or in the alternative and at the very least, an order declaring Kouri as a 50% ownership in the overall increase in value of the Family Home from the time of its purchase to the present;

B. As to her Second and Fourth Claims for Relief, an order quieting title to the Family Home and the Personal Property in Kouri and the Estate as tenants in common and/or because the Family Home and Personal Property constitute marital property subject to equitable division by and between Kouri and the Estate each as 50% owners in the Family Home and the Personal Property;

C. As to her Fifth and Sixth Claims for Relief, an order: (1) declaring that, upon Eric's death, Kouri became the sole legal and equitable owner and proper recipient of the Proceeds; (2) declaring that any transfer of the Business Interest to the Trust was subject to Kouri's pre-existing and vested rights under the Prenup; (3) quieting title to the Proceeds in Kouri; and (4) declaring that the Trust has no legal or equitable interest, right, or title to or in the Proceeds;

D. As to her Seventh Claim for Relief, for a money judgment in an amount to be proven at trial, but which is not less than \$300,000.00;

E. As to her Eighth Claim for Relief, for imposition of a constructive trust on the Family Home, the Personal Property, and the Proceeds. To the extent the Estate is holding the Proceeds, Kouri is entitled to a declaration that the Estate holds this asset for the benefit of Kouri as the sole beneficiary of the constructive trust. With respect to the Family Home and the Personal Property, Kouri is entitled to a declaration that the Estate holds these assets for the benefit of Kouri as a fifty percent (50%) beneficiary of the constructive trust;

F. As to her Ninth Claim for Relief, for imposition of a resulting trust on the Family Home, the Personal Property, and the Proceeds. To the extent the Trust is holding the Proceeds, Kouri is entitled to a declaration that the Estate holds this asset for the benefit of Kouri as the sole beneficiary of the resulting trust. With respect to the Family Home and the Personal Property, Kouri is entitled to a declaration that the Estate holds these assets for the benefit of Kouri as a fifty percent (50%) beneficiary of the resulting trust;

G. As to her Tenth Claim for Relief, an order partitioning the Family Home and/or the Personal Property, requiring that such property be sold with the proceeds to be split 50/50 between Kouri and the Estate;

H. For judgment against Katie for reasonable attorneys' fees and court costs; and

I. For such other and further relief as the Court deems just and equitable in the premises.

DATED this 9th day of June, 2023.

RAY QUINNEY & NEBEKER P.C.

/s/ Austin C. Nate

Michael R. Johnson

Kennedy D. Nate

Austin C. Nate

Attorneys for Plaintiff Kouri Richins

1640131

Exhibit A

**Will
of
Eric Richins**

BOWMAN-CARTER LAW, PC
ESTATE PLANNING AND ADMINISTRATION
4580 N. SILVER SPRINGS DRIVE, STE. 100
PARK CITY, UTAH 84098

The Will of Eric Richins

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Will of Eric Richins

I, Eric Richins, also known as Eric Eugene Richins, a resident of Summit County, Utah, revoke any prior Wills and codicils made by me and declare this to be my Will.

Article One Family Information

I am married to Kouri Darden Richins. We were married on June 15, 2013. Any reference in this document to *my wife* is a reference to Kouri Darden Richins.

This will complies with the prenuptial agreement my wife and I signed on June 15, 2013.

I have three children. Their names are:

Carter Richins, born on July 10, 2012;

Ashton Richins, born on March 26, 2014; and,

Weston Richins, born on January 18, 2017.

All references in my Will to *my children* are to these children, as well as to any children later born to me or adopted by me in a legal proceeding valid in the domestic or foreign jurisdiction in which it occurred.

Article Two Distribution of My Property

Section 2.01 Pour-Over to My Revocable Living Trust

I give all of my probate estate, excluding any property over which I have a power of appointment, after expenses and taxes are paid under this Will, to the then-acting Trustee of the Eric Richins Living Trust dated November 3, 2020 and executed before this Will, to be added to the property of that trust. I direct that the Trustee administer the property according to the trust and any amendments made prior to my death.



Will of Eric Richins
Page 1 of 9

Section 2.02 Alternate Disposition

If the trust referred to in Section 2.01 is not in effect at my death, or if for any other reason the pour over fails, I specifically incorporate by reference all the terms of the trust into this Will. I direct my Personal Representative to then establish a new trust under the provisions of that trust and distribute the remainder of my estate, excluding any property over which I have a power of appointment, to that Trustee to administer as provided in the trust.

If incorporation by reference fails for any reason, I direct my Personal Representative to distribute the remainder of my estate, excluding any property over which I have a power of appointment to my descendants, *per capita at each generation*.

Article Three Designation and Succession of Fiduciaries

Section 3.01 Personal Representative

I nominate Katie Richins-Benson as my Personal Representative. If Katie Richins-Benson is unwilling or unable to act as my Personal Representative, I nominate Eugene F. Richins as my successor Personal Representative.

Section 3.02 Guardian

I appoint the individual or individuals designated in a separate writing signed by me to serve as guardian of each child of mine. Any separate writing designating a guardian for any child of mine will be signed by me in the presence of a notary, in the presence of two witnesses, or as otherwise permitted by law.

If no separate writing exists, I appoint the following, in the order named, as guardian of each child of mine who needs a guardian:

Kouri Darden Richins; then,

Katie Richins-Benson and Clint Benson, jointly, or the survivor of them.

I direct that no guardian be required to give any bond in any jurisdiction. But if a guardian's bond is required by law or by court determination, no sureties will be required on the bond.

Section 3.03 Conservator

If it becomes necessary to appoint a conservator for the estate of any child of mine, I nominate the child's guardian to serve as conservator of that child's estate.

Will of Eric Richins

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Article Four Powers of Fiduciaries

Section 4.01 Grant of Powers

My Personal Representative may perform every act reasonably necessary to administer my estate and any trust established under my Will. In addition to this general grant of powers, my Personal Representative is specifically authorized to:

hold, retain, invest, reinvest, sell, and manage any real or personal property, including interests in any form of business entity including limited partnerships and limited liability companies, and life, health, and disability insurance policies, without diversification as to kind, amount, or risk of non-productivity and without limitation by statute or rule of law;

partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, abandon, borrow, loan, and contract;

distribute assets of my estate in cash or in kind, or partly in each, at fair market value on the distribution date, without requiring *pro rata* distribution of specific assets and without requiring *pro rata* allocation of the tax bases of those assets;

hold any interest in nominee form, continue businesses, carry out agreements, and deal with itself, other fiduciaries, and business organizations in which my Personal Representative may have an interest;

access, modify, control, archive, transfer, and delete my digital assets;

establish reserves, release powers, and abandon, settle, or contest claims;
and

employ attorneys, accountants, custodians for trust assets, and other agents or assistants as my Personal Representative deems advisable to act with or without discretionary powers, and compensate them and pay their expenses from income or principal.

Section 4.02 Powers Granted by State Law

In addition to the above powers, my Personal Representative may, without prior authority from any court, exercise all powers conferred by my Will, by common law, or by the Utah Uniform Probate Code or other statute of the State of Utah or any other jurisdiction whose



Will of Eric Richins
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law applies to my Will. My Personal Representative has absolute discretion in exercising these powers. Except as specifically limited by my Will, these powers extend to all property held by my fiduciaries until the actual distribution of the property.

Section 4.03 Distribution Alternatives

My Personal Representative may make any payments under my Will:

directly to a beneficiary;

in any form allowed by applicable state law for gifts or transfers to minors or persons under disability;

to a beneficiary's guardian, conservator, or caregiver for the beneficiary's benefit; or

by direct payment of the beneficiary's expenses.

A receipt by the recipient for any distribution will fully discharge my Personal Representative if the distribution is consistent with the proper exercise of my Personal Representative's duties under my Will.

Article Five Administrative Provisions

Section 5.01 Court Proceedings

Any trust established under my Will will be administered in a timely manner; consistent with its terms; free of active judicial intervention; and without order, approval, or other action by any court. The trust will be subject only to the jurisdiction of a court being invoked by the Trustees or by other interested parties, or as otherwise required by law.

Section 5.02 No Bond

I direct that no Personal Representative be required to give any bond in any jurisdiction. But if a bond is required by law or by court determination, no sureties will be required on the bond.

Section 5.03 Informal Proceedings

I authorize my personal representative to exercise all powers without court supervision in accordance with the applicable provisions of the Utah Probate Code.



Will of Eric Richins
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Section 5.04 Compensation and Reimbursement

Any fiduciary serving under my Will is entitled to reasonable compensation commensurate with services actually performed. In addition, any fiduciary serving under my Will is entitled to reimbursement for reasonable expenses incurred.

Section 5.05 Ancillary Fiduciary

If any ancillary administration is required or desired, and my domiciliary Personal Representative is unable or unwilling to act as an Ancillary Fiduciary, my domiciliary Personal Representative may have power to designate, compensate, direct, and remove an Ancillary Fiduciary. The Ancillary Fiduciary may either be a person or a corporation. My domiciliary Personal Representative may delegate to the Ancillary Fiduciary any powers granted to my domiciliary Personal Representative as my domiciliary Personal Representative considers to be proper, including the right to serve without bond or without surety on bond. The net proceeds of the ancillary estate will be paid over to the domiciliary Personal Representative.

Article Six Taxes, Claims, and Expenses

Section 6.01 Payment of Death Taxes, Claims, and Expenses

The Trustee of the Eric Richins Living Trust is authorized to pay expenses incurred for my funeral and for the disposition of my remains, claims against my estate, and expenses of estate administration. Accordingly, I direct my Personal Representative to consult with the Trustee to determine which expenses and claims should be paid by my Personal Representative from property passing under my Will, and which expenses and claims should be paid by the Trustee from the Eric Richins Living Trust.

I direct my Personal Representative to follow any instructions contained in the Eric Richins Living Trust in making any tax elections, including the allocation of my GST Exemption and any elections relative to the *deceased spousal unused exclusion amount* as defined and to the extent and amount allowable under Sections 2010(c)(4) and (5) of the Internal Revenue Code, all as my Personal Representative deems appropriate under then prevailing circumstances. My Personal Representative will suffer no liability for making or not making any tax election in good faith to any person, including any person not yet in being, whose interest may have been affected.

Any taxes imposed on property passing under and outside my Will because of my death will be apportioned and paid under the provisions of the Eric Richins Living Trust, and I



incorporate the tax apportionment provisions of the Eric Richins Living Trust as part of my Will.

No death taxes may be allocated to or paid from property that is not included in my gross estate for federal estate tax purposes, or that qualifies for the federal estate tax marital or charitable deductions.

Section 6.02 Tax and Administrative Elections

My Personal Representative may exercise any available elections under any applicable income, inheritance, estate, succession, or gift tax law.

This authority includes the power to select any alternate valuation date for death tax purposes and the power to determine whether to use any estate administration expenses as estate or income tax deductions. No compensating adjustments are required between income and principal as a result of those determinations unless my Personal Representative determines otherwise, or unless required by law.

My Personal Representative may elect to have any part of the property in my estate qualify for the federal estate tax marital deduction as qualified terminable interest property under Internal Revenue Code Section 2056(b)(7) (the *QTIP Election*).

Any tax paid as a result of the inclusion in my taxable estate of property held in a qualified terminable interest property (QTIP) trust created for me by my wife will be apportioned to and collected from the qualified terminable interest property (QTIP) as provided in Section 2207A. But my Personal Representative may waive this right of recovery. To the extent my wife's Will or other governing instrument provides for payment of the tax, my Personal Representative will pursue any right of reimbursement in a manner consistent with that provision.

My Personal Representative is not liable to any beneficiary of my estate for tax consequences that arise as a result of the exercise or nonexercise of any tax elections, or for decisions made concerning the distribution of property in kind in full or partial satisfaction of any beneficiary's interest in my estate.

Article Seven General Provisions

Section 7.01 Adopted and Afterborn Persons

A legally adopted person in any generation and that person's descendants, including adopted descendants, have the same rights and will be treated in the same manner under



this Will as natural children of the adopting parent if the person is legally adopted before turning 18 years old. If an adoption was legal in the jurisdiction it occurred in at that time, then the adoption is considered legal.

A fetus *in utero* that is later born alive will be considered a person in being during the period of gestation.

Section 7.02 Applicable Law

The validity and construction of my Will will be determined by the laws of Utah.

Section 7.03 Burial Instructions

I wish that my remains be buried according to any known instructions left by me, whether left in writing or expressed orally to any family member. If I have failed to leave instructions regarding the burial of my remains, I wish that my remains be buried as my Personal Representative sees fit.

Section 7.04 No Contract to Make Will

I have not entered into any contract, actual or implied, to make a Will.

Section 7.05 Contest Provision

If any person directly or indirectly attempts to oppose the validity of my Will or my Revocable Living Trust, including any amendments to my trust, or commences, continues, or prosecutes any legal proceedings to set my Will or Revocable Living Trust aside, then that person will forfeit his or her share, will cease to have any right or interest in my property, and will be considered to have predeceased me for the purposes of my Will.

Section 7.06 Construction

Unless the context requires otherwise, words denoting the singular may denote the plural, and words indicating the plural may denote the singular. As the context requires, words of one gender may denote another gender.

Section 7.07 Headings and Titles

The headings and paragraph titles are for reference only.

Section 7.08 Internal Revenue Code, IRC, or Code

References to the Internal Revenue Code, the IRC or the Code refer to the Internal Revenue Code of the United States. References to specific sections of the Code apply to any sections



Will of Eric Richins
Page 7 of 9

of similar import that replace the specific sections due to changes to the Internal Revenue Code made after the date of my Will.

Section 7.09 Shall and May

Unless otherwise specifically provided in this document or by the context in which used, the word *shall* is used to impose a duty or to command, direct, or require, and the word *may* is used to allow or permit, but not require. In the context of my Trustee or my Personal Representative, the word *shall* is used to impose a fiduciary duty on my Trustee or my Personal Representative. When I use the word *may*, I intend to empower my Trustee or my Personal Representative to act with sole and absolute discretion unless otherwise stated in this document.

Section 7.10 Other Definitions

Except as otherwise provided in my Will, terms will be interpreted as defined in the Utah Uniform Probate Code as amended after the date of my Will and after my death.

Section 7.11 Survivorship

For purposes of this Will, if I survive my wife by any period of time or if the order of our deaths is unknown, then I will be considered to have survived my wife. Any other beneficiary will be considered to have predeceased me if the beneficiary dies within 45 days after my death.

Section 7.12 Severability

If any part of this instrument is determined to be void or invalid, the remaining provisions will continue in full force and effect.

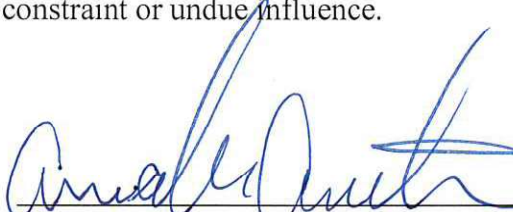
I, Eric Richins, the testator, sign my name to this instrument this 3rd day of November, 2020, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am 18 years of age or older, of sound mind, and under no constraint or undue influence.

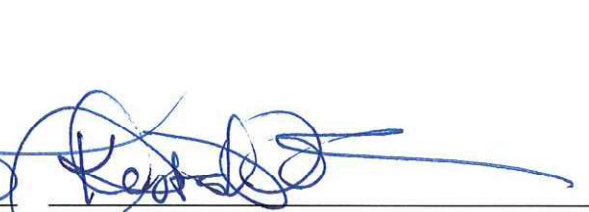


Eric Richins, Testator



We, Amanda Camerota and Kristal Bowman-Carter, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as his will and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the testator, hereby signs this will as witness to the testator's signing, and that to the best of our knowledge the testator is 18 years of age or older, of sound mind, and under no constraint or undue influence.


Amanda Camerota, Witness
4580 N. Silver Springs Drive, Ste. 100
Park City, Utah 84098


Kristal Bowman-Carter, Witness
4580 N. Silver Springs Drive, Ste. 100
Park City, Utah 84098

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

Subscribed, sworn to, and acknowledged before me by Eric Richins, the testator, and subscribed and sworn to before me by Amanda Camerota and Kristal Bowman-Carter, witnesses, on November 3, 2020.


Kristal Bowman-Carter, Notary Public
4580 N. Silver Springs Drive, Ste. 100
Park City, Utah 84098



My commission expires: 19 August 2024



Exhibit B

PREMARITAL AGREEMENT

This Agreement is made this 15 day of June 2013 by and between ERIC EUGENE RICHINS (herein "Husband"), and KOURI BROCK DARDEN (herein "Wife").

SECTION I

RECITALS

1. Contemplation of Marriage. The Parties to this Agreement are contemplating marriage, but are, as of the date hereof, unmarried.
2. Disclosure by Husband. Husband has substantially disclosed to Wife the nature, extent, and value of his property interests including, without limitation, his present and potential income from various sources and including, without limitation, his business and investment interests.
3. Disclosure by Wife. Wife has substantially disclosed to Husband the nature, extent, and value of her property interests including, without limitation, her present and potential income from various sources and including, without limitation, her business and investment interests.
4. Mutual Agreement. For good and valuable consideration, including, without limitation, the contemplated marriage of the Parties and the mutual promises contained in this Agreement, the Parties here define the respective rights of each in certain property, assets, and liabilities that each may have or will hereafter acquire.
5. Future Income, Property, or Assets. The Parties acknowledge to each other that each does not now have, possess, or claim any right or interest in the present or future income, property, or assets of the other, including, but not limited to the business known as "C & E Stone

Masonry, LLC.” Said business is owned in partnership between Husband and a third party. Wife shall have no right or claim to the business, including its value, its assets and its accounts receivable, whether existing at the time of marriage or to come into existence after the parties’ marriage, except that if Husband should die prior to Wife while the two are lawfully married, Husband’s partnership interest in said business shall transfer to the Wife.

6. Requirement of Marriage. If the Parties shall be married, the rights with respect to the property owned by either of them at the time of the contemplated marriage or acquired during their marriage shall be subject to the terms of this Agreement. However, if for any reason and regardless of fault, the Parties do not marry, then this Agreement shall be void.

SECTION II

BUSINESS PROPERTY TO REMAIN HUSBAND’S SEPARATE PROPERTY

1. Separate Property of Husband. The parties foresee that, following the date of their marriage, co-mingled marital funds may, from time to time, be spent on or invested in the business C & E Stone Masonry, LLC. The parties agree that C & E Stone Masonry, LLC., shall nevertheless remain the sole separate property of the Husband. The expenditure of co-mingled marital funds on said business shall not give Wife a claim or right to an interest in said business or alter the separate ownership of said business, except that if Husband should die prior to Wife while the two are lawfully married, Husband’s partnership interest in said business shall transfer to the Wife.

SECTION III

WAIVER OF MARITAL RIGHTS IN SEPARATE PROPERTY

1. Relinquishment. Except as otherwise set forth in this agreement, the Wife agrees to release and relinquish all right, claim, or interest, whether actual, inchoate, or contingent, in law and equity, that she may acquire in the separate property of the Husband known as "C & E Stone Masonry, LLC.," by reason of the contemplated marriage including, without limitation, equitable distribution, widow's allowance, right of election to take against the estate of the deceased spouse, distribution in intestacy, community property rights, the right to a family allowance or an exempt property allowance, the right to a homestead allowance, the rights or claims of dower, curtsy, or any substitutes therefore, as a surviving spouse or heir at law, provided by the statutes of the State of Utah or any other state in which the Parties may live or die domiciled or in which they may own real property.

2. Right to Make and Take Gifts. The foregoing waiver, however, shall not affect the rights of the Parties to make testamentary or inter vivos gifts to each other or to receive any gift which either may choose to make to the other by valid will or otherwise. Each remains free to make any disposition in favor of the other which could be made in the absence of this Agreement. No such gift shall constitute an amendment, in whole or in part, of this Agreement without a written addendum to this agreement, signed by both parties before a notary public.

SECTION IV

INDEPENDENT LEGAL COUNSEL

The Parties acknowledge that they have had full opportunity to consult with an attorney of their selection pertaining to the terms and conditions of this particular Agreement and to advise them as to the legal effect of this Agreement so that they would understand the terms, provisions, and other aspects that may affect their marital property rights. In the event that either Party has not consulted an attorney pertaining to the terms and conditions of this Agreement, that Party acknowledges full understanding of the terms and conditions and that Party expressly waives any objection at a later time based on the fact of not being advised by an attorney of that Party's own selection of the legal effect of this Agreement.

SECTION V

MISCELLANEOUS

1. Choice of Law. This Agreement and all rights and liabilities of the Parties shall be subject to and governed by the substantive laws of the State of Utah.
2. Severability. If any provision of this Agreement, or the application thereof, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent permissible under applicable law.
3. Agreement Binding. This Agreement shall be binding upon the Parties hereto and upon their heirs, executors, administrators, successors or assigns, and the Parties hereto agree for themselves and their heirs, executors, administrators, successors and assigns to execute any and

all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

4. Titles and Subtitles. Titles of the paragraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of the Agreement.

5. Waiver in General. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

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IN WITNESS WHEREOF the Parties have executed this Agreement at the City of

Kamas, Utah, on the day and year first above written.

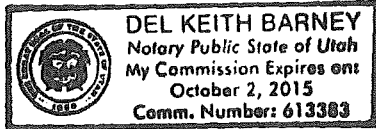
[Signature]
HUSBAND
Husband

[Signature]
WIFE
Wife

State of Utah)
:SS.
County of Summitt)

The foregoing instrument was acknowledged before me this 15 day of JUNE
2013 by HUSBAND.

[Signature]
Notary Public
Residing at: WASATCH County, UT.
My Commission Expires: Oct. 2, 2015



State of Utah)
:SS.
County of Summitt)

The foregoing instrument was acknowledged before me this 15 day of JUNE
2013 by WIFE.

[Signature]
Notary Public
Residing at: WASATCH County, UT.
My Commission Expires: Oct. 2, 2015

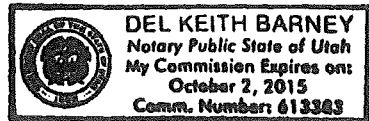


EXHIBIT A
SUMMARY OF SIGNIFICANT SEPARATE PROPERTY OF HUSBAND
Date Prepared: June 14, 2013

This is a summary of assets and debts of the Husband. Values are estimated. The intention is to give a fair, reasonable, and adequate disclosure of the assets of the Husband by category.

<u>ASSETS</u>	<u>Gross Value</u>	<u>Encumbrance</u>	<u>Net Equity</u>
<u>Business</u>			
C & E Stone Masonry, LLC. (Husband's 50% interest)			\$2,500,000.00
Fork lift			\$25,000.00
Skidster			\$15,000.00
Scaffolding and Saws			\$50,000.00
2 Trucks			\$90,000.00
Dodge – dump trailer			\$55,000.00

EXHIBIT B
SUMMARY OF SIGNIFICANT SEPARATE PROPERTY OF WIFE
Date Prepared: June 6, 2013

This is a summary of assets and debts of the Wife. Values are estimated. The intention is to give a fair, reasonable, and adequate disclosure of the assets of the Wife by category.

<u>ASSETS</u>	<u>Gross Value</u>	<u>Encumbrance</u>	<u>Net Value</u>
<u>Real Estate</u>			
Residence at _____			
Other at _____			
<u>Personal Property</u>			
Financial Accounts			
Securities			
Vehicles			
Life Insurance			
Miscellaneous			
<u>Retirement</u>			
Individual Retirement Accounts			
Other _____			
TOTAL of all Assets	\$ _____	\$ _____	\$ _____

DEBTS
Secured Debts listed above

Other Debts

ADDITIONAL INFORMATION CONCERNING
SEPARATE PROPERTY OF WIFE

EXHIBIT C
FUTURE SEPARATE PROPERTY OF THE PARTIES
(List property and which Party, date, and both sign)