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*Attorney-Mediator for the Parties*

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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR  
UTAH COUNTY, STATE OF UTAH

<i>In the Matter of the Marriage of</i>  KENNETH CRAIG DONALDSON, Petitioner,  and  KATIE DONALDSON, Respondent.	DECREE OF DIVORCE  Case No.: 264400724  Judge: Roger Griffin Commissioner: Marla Snow
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This Court having reviewed the parties' Stipulation and Settlement Agreement, and  
having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause

appearing, now therefore:

**IT IS HEREBY ORDERED**, as follows:

**PROPERTY AND ASSETS**

1. **Marital Home.** The parties own a home at 1148 Briar Ave, Provo, Utah 84604. Kenneth shall be awarded the home, subject to him assuming and paying all carrying costs including, but not limited to, real estate taxes, home owner insurance, utilities, and regular maintenance and repairs, and shall not be reimbursed for such. The marital equity in the home shall be divided equally between the parties as follows:

a. Kenneth shall first be entitled to buyout Katie's equity in the marital home. The parties shall have the residence appraised by Jesse Hokanson. The parties shall accept the appraisal and not contest it or seek a second opinion, unless they mutually agree that they are dissatisfied with the appraisal. Katie's share of the marital equity shall be one-half (1/2) of the appraised fair market value, less any liens secured by the residence as of the appraisal date. Kenneth shall pay Katie her share within ninety (90) days after the appraisal is provided to both parties.

b. In the event that the parties mutually agree they are dissatisfied with the appraisal, or if he is otherwise unable or unwilling to pay Katie her share of the marital equity within ninety (90) days after the appraisal is provided to both parties, the residence shall be immediately listed for sale with a mutually agreed upon realtor. If the parties are unable to agree upon a realtor, the residence shall be listed with Joe Gordon. The parties shall mutually agree upon the listing date. The parties shall to accept any bona fide written offer that is at or above the then-current listing price, provided the offer contains commercially reasonable and customary terms for a residential sale in the local market and a closing date within thirty (30) to forty-five (45) days, unless otherwise required by the

buyer's lender. If the residence is to be sold pursuant to this paragraph, Kenneth shall vacate the residence no later than ninety (90) days after the expiration of the ninety (90) day period referenced above. The listing date shall be the date Kenneth vacates the residence, unless the parties mutually agree otherwise in writing. Kenneth shall be responsible for managing the sale of the residence, including completing all mutually agreed upon repairs necessary to prepare the residence for listing. Kenneth shall take all reasonable and necessary steps to ensure that the residence is ready to be listed for sale no later than the date Kenneth vacates the residence. All repairs shall be mutually agreed upon in advance. Kenneth shall advance payment for all mutually agreed upon repairs and shall be reimbursed for such repairs from the net sale proceeds at closing prior to the division of the net equity.

c. At closing, after payment of customary closing costs, realtor commissions, and reimbursement to Kenneth for mutually agreed upon repairs, the remaining net sale proceeds shall be divided equally between the parties. Any lien or debt secured by the residence incurred by Kenneth after the appraisal date shall be Kenneth's sole responsibility and shall not reduce Katie's share. The title company shall disburse all funds directly to the parties.

2. **Vehicles.** Katie shall be awarded the 2025 Hybrid CR-V and be solely responsible for any associated debt. Kenneth shall be awarded the 2017 Prius, which is paid off.

3. **Retirement Accounts.** Each party shall be awarded the retirement accounts that are in their own names and the full balances therein, with one exception. Kenneth's Rollover IRA Brokerage Account with an approximate balance of \$159,710 shall be divided equally in half. The value shall be determined on the day of division. Between the day of the signing of the agreement and the day the account is divided, neither party shall attempt to

withdraw any funds or borrow against the funds in the account. Katie's half of the balance shall be transferred into her own, separate IRA brokerage account.

4. **Checking, & Savings Accounts.** Each party will keep the checking and savings accounts in their own names along with any monies therein.

5. **Precious Metals.** The parties shall equally divide the 8.5oz in gold and 76oz in silver within fourteen (14) days, following the signing of the agreement.

6. **Business Interests.** Kenneth shall be awarded full ownership of his business, EAST ASIA DEVELOPMENT, L.L.C., Entity Number: 13320228-0160 and any associated assets, debts, and intellectual properties. Kenneth shall be awarded any ISOs in his name.

7. **Debts.** The parties have no shared marital debts. Each party shall be solely responsible for any debts in their names and shall hold the other harmless from the same.

8. **Settlement.** In settlement of any claim of difference in the values of the property and financial assets divided in the agreement, Kenneth shall transfer to Katie \$10,000 as a one-time lump-sum payment, as a contribution toward COBRA premiums and other transition expenses, and in good-faith consideration of the parties' mutual agreements in the Agreement. This transfer shall be executed no later than 14 days following the signing of the agreement.

9. **Personal Property.** Each party shall be awarded 2 of the 4 Real Salt Lake season tickets. All other personal property will be divided as the parties agree. At a minimum, Kenneth shall be awarded his wedding band and Katie shall be awarded the following items: Wedding China, upstairs vases, miscellaneous gardening items, the two guns in her name, her scuba gear, any personal items such as clothes and mementos.

10. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the

agreement.

11. **Alimony.** Neither party shall be awarded alimony. Any payments made from Kenneth to Katie prior to the agreement or as part of the agreement do not constitute alimony or constitute evidence of any need for alimony on Katie's part. The division of the marital home equity and all other transfers under the Agreement are a property settlement, and are not alimony, spousal support, maintenance, wages, or compensation.

#### TAX PROVISIONS

12. **Tax Audit.** In the event any income tax return of the parties filed on a married filing joint basis is audited, the parties shall be equally liable for any tax, penalty or interest assessed or shall be equally entitled to any refund.

13. **2025 Tax Return.** Unless otherwise mutually agreed upon in writing, the parties will file their federal and state income tax returns for the year 2025 on a married filing joint basis. Both parties shall be equally liable for any tax, penalty or interest assessed and shall equally divide any refund.

#### OTHER

14. **Independent Advice of Counsel.** The parties acknowledge that the mediator encouraged each party to obtain independent legal advice from counsel of their own selection to be fully informed of their legal rights and obligations. Each party acknowledges that they have consulted with independent legal counsel of their own choosing, have had adequate time to review and consider the Agreement, understand its terms and legal effect, and are signing voluntarily, without duress or undue influence. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

15. **Implementation.** The parties agree that the agreement shall go into effect as

soon as it is signed. The parties agree that the agreement and all necessary documents for the final Decree of Divorce shall be submitted to the Court for filing immediately upon execution of the Agreement.

16. **Preparation of Final Documents.** The parties agree that final documents may be prepared and filed consistent with the terms of the agreement. Per Utah Code of Judicial Administration 3-2.4(c), the parties agree that mediator Robert Jepson may prepare and file said documents with the Utah Courts as the Attorney-Mediator for the parties.

17. **Drafting.** Both parties contributed to the drafting of the Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

18. **Full Disclosure.** The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in the agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

19. **Final Stipulation.** The Agreement is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Agreement is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this

stipulation.

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**END OF ORDER**

*In accordance with the Utah Court's electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner*

Approved:

/s/ Kenneth Craig Donaldson

Kenneth Craig Donaldson

Petitioner, Pro Se

Date: March 25, 2026

*\* Signed with written permission*

Approved:

/s/ Katie Donaldson

Katie Donaldson

Respondent, Pro Se

Date: March 24, 2026

*\* Signed with written permission*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 23<sup>rd</sup> day of March 2026, I caused a true and correct copy of the forgoing was served pursuant to statute by the method indicated: [ ] mailed, postage prepaid, [ ] hand-delivered, [ ] sent via facsimile, [ ] sent electronically, to the following:

*Kenneth Craig Donaldson*

[kc@akuin.com](mailto:kc@akuin.com)

*Katie Donaldson*

[katie@katiedonaldson.com](mailto:katie@katiedonaldson.com)

/s/ Susan Morandy  
SUSAN MORANDY

