



Rosemond Blakelock (#6183)

825 East 800 North

Orem, Utah 84097

Ph: (801) 356-1720

Email: rose@blakelocklaw.com

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

In the Matter of the Marriage of:

RACHEL WILLIAMS,
Petitioner,

and

AUSTIN WILLIAMS,
Respondent.

DECREE OF DIVORCE

Case No. 254403597
Judge Kraig Powell
Commissioner Marian Ito

This matter came before the Court after the parties participated in mediation on April 23, 2026, with David J. Hunter acting as mediator and not as legal counsel for either party. Both parties were present and represented by legal counsel. The Court having issued Findings of Fact and Conclusions of Law, now orders and issues the following:

DECREE OF DIVORCE

1. The bonds of matrimony existing by and between the Petitioner and Respondent are hereby dissolved, and the parties are hereby awarded a Decree of Divorce to become absolute and final upon entry by the Court.
2. The parties shall be granted a divorce on the grounds of irreconcilable differences, because the parties have been unable to resolve their marital problems, making continuation of their marriage impossible.
3. Marriage. The Petitioner and Respondent were married on May 25, 2024.
4. No Children: There are no minor children born of this marriage, and none are expected.
5. Protective Order: There is a temporary protective order pending with these parties in case number 254403417. Upon entry of the decree, this protective order shall be dismissed in favor of the mutual restraining orders herein.
6. Mutual Restraining Orders re Parties:
 - a. Harassment and Abuse: Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence, abuse, or stalking towards the other party.
 - b. Contact Prohibited: Both parties are restrained from contacting the other party either directly or indirectly, except to facilitate the property divisions herein which will be only through email or through counsel.
 - c. Restraint on Place: Both parties are restrained from coming to the home of the other without the other party's express written permission (with the exception

of the personal property exchange which will be by a preapprove written appointment and third party supervision).

d. Identity/Credit: Neither party is to use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.

e. Social Media: Neither party is to use the other party's name, likeness, image, identification, or photographs to post to websites such as Facebook or other web sites, without the other party's express permission. Any current use or posting of the other party will be removed, unless the other party expressly consents to it remaining posted.

7. Taxes Filing 2025: The parties shall file separate tax returns for the 2025 tax year, and thereafter. Each party is responsible for their own debt for their 2025 tax filing and if a party receives a refund, the refund is awarded to the party who received it without claim from the other party.

8. Past Tax Debt 2024: The parties filed 2024 taxes jointly and there is/was an approximate tax debt of \$3,300 to the IRS. They will each pay one half of this debt with the following credits to each party which may make the division unequal. Rachel is entitled to a credit of \$600 for payments she contributed in the parties' joint account prior to separation. Each party is entitled to credit for payments made since separation. Austin will solely pay the fees imposed by the IRS that were accrued when he closed the parties' joint bank account. The parties will pay this debt off in the sale of the home (if possible), or as soon as possible. In the event there is not enough money from the sale of the home to pay this tax debt, each party will pay off his or her portion of

this debt, directly to the IRS within 90 days after the house sale, and provide verification through counsel that their portion of the debt has been fully satisfied.

9. Alimony: Neither party is awarded alimony, now and forever.

10. Real Property: The parties acquired a home and real property located at 3367 South Heathercrest Drive, Saratoga Springs, Utah 84045.

a. Sell Now: Such property shall be immediately listed for sale with Mike DiDonna with a starting listing price of \$709,000. Both parties are to keep each other informed of all offers on the property and both shall be able to communicate with the sales agent. Both parties will comply with all reasonable requests made by the sales agent in the marketing and sale of the home.

b. Sale Proceeds: When sold, the proceeds of the sale shall be applied as follows: (1) pay expenses and costs of sale; (2) pay off any and all mortgages on the property; and, (3) Rachel will receive \$38,143.00 (as her premarital portion), and (4) the balance remaining thereafter to be divided equally between the parties. From each party's portion, the remaining 2024 tax debt will be paid in full with each party paying their proportionate share for how much each owes at that time (given the various credits to each party and for payments made pending the sale of the home) under the 2024 tax paragraph above.

c. Pending Refinance/Sale: Pending the sale of the property, Rachel shall have use and possession of the real property and will be responsible for the utilities and any and all other expenses related to this property and shall be responsible for its maintenance and upkeep. Austin will contribute \$1,500 per

month to the mortgage payment until the home is sold, and Rachel will be responsible for the remaining mortgage payments each month (approximately \$3,500) until the home is sold. Austin will Venmo his payment by the 5th of the month.

11. Vehicles:

- a. Kia: Rachel is awarded the 2026 Kia K5 GT and Rachel and will be 100% responsible for the associated debt of approximately \$45,000 in the parties' joint names, insurance, and expenses relating thereto. Rachel will keep the debt on the Kia current and will have an ongoing duty to refinance the debt out of Austin's name as soon as possible. If Rachel cannot refinance the debt on the Kia within 60 days of the close of the house, then the Kia should be sold, and the debt paid off, with any proceeds or shortfall of the sale assigned to Rachel.
- b. Chevy: Austin is awarded the 2018 Chevy Silverado and Austin and will be 100% responsible for the associated debt of approximately \$37,000 in the parties' joint names, insurance, and expenses relating thereto. Austin will keep the debt on the Chevy current and will have an ongoing duty to refinance the debt out of Rachel's name as soon as possible. If Austin cannot refinance the debt on the Chevy within 60 days of the close of the house, then the Chevy should be sold, and the debt paid off, with any proceeds or shortfall of the sale assigned to Austin.

c. Trailer: Austin is awarded the 2017 Heartland 25RL Trailer and Austin and will be 100% responsible for the associated debt of approximately \$13,741 in the parties' joint names, insurance, and expenses relating thereto. Austin will keep the debt on the Trailer current and will have an ongoing duty to refinance the debt out of Rachel's name as soon as possible. If Austin cannot refinance the debt on the Trailer within 60 days of the close of the house, then the Trailer should be sold, and the debt paid off, with any proceeds or shortfall of the sale assigned to Austin.

d. The parties agree that they will immediately separate their car/motorcycle policies from one another and will do this by April 27, 2026. Austin is the policy holder so he will contact the parties' agent to initiate this process to remove Rachel's vehicles. Rachel is aware that she needs to have her own policy in place on April 27, 2026. If the parties have pre-paid on their policy, any pre-paid amounts should be divided equally between the parties.

12. Personal Property: Personal property not otherwise awarded herein shall be divided as follows, and Austin will make an appointment to retrieve his personal property listed herein from the family home (though counsel if necessary) and either party may have a third-party present to witness and keep the peace:

a. Austin: Austin is awarded the following items that may be in Rachel's possession:

- i. Austin's Mom's jewelry, 2 pearl necklaces and 2-3 opal pendants/necklace – Rachel will return 1 pearl necklace and an opal pendant immediately, and the other items if/when located.
- ii. His premarital motorcycle accessories, chargers (Rachel can have the charger bought during that Austin currently has)
- iii. Playstation5/Acc/Gear - items if/when located
- iv. Suitcase Samsonite - if/when located
- v. Dyson vacuum (Austin to take possession after the sale of the home)
- vi. Traveler black electric guitar and case - if/when located
- vii. Knife block he received as a birthday gift - if/when located
- viii. Air fryer with its accessories
- ix. Fisker weed weasel - if/when located
- x. The carpet rolls at the home
- xi. Austin will return the following items to Rachel and Austin will deliver these things to Rachel when he picks up his other personal property from Rachel:
 - 1. Rachel's Silverware
 - 2. The spare seal to the Instapot is located in the marital home in the pantry
 - 3. 2 suitcases
 - 4. 1 large blue rolling bin

5. 1 key to her BMW motorcycle, title to the motorcycle (if located)

b. SleepNumber Bed: Rachel is awarded the SleepNumber bed and will be 100% responsible for the associated Synchrony debt of approximately \$6,600 in Austin's name. Within five (5) days of April 23, 2026, through (counsel), Austin will provide Rachel with a current statement showing what the outstanding balance is on the bed. Rachel will pay off the bed within ten (10) days of receiving the statement. Austin will cooperate and assist with any information necessary for Rachel to make this payoff payment.

c. All Other Personal Property: All other personal property not otherwise distributed herein shall be awarded to each of the parties as they have heretofore divided such and is now in his or her possession or control as of April 23, 2026.

13. Bank Accounts: Each party is awarded any bank accounts in his or her sole name as his or her separate property, free and clear of any claim of the other.

14. Debts:

a. Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear. Each party will hold the other harmless on the debts ordered to be paid by him or her.

b. Joint Debt Limit and Refi Obligation: No additional amounts of debt may be added to or charged to any debt, credit card, or line of credit that is associated with or in the opposing party's name without his or her written consent.

15. Retirement Accounts: Austin warrants that he had a retirement account, but that he liquidated it prior to the parties' separation, and that he has no other retirement accounts. Rachel has a 401k retirement account with IHC, and Rachel is awarded 100% of this account, free and clear of any claim Austin.

16. Former Name: Rachel shall be granted the right to a name change in a final decree, if she so desires.

17. Documentation Cooperation: Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.

18. Mediation: Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be scheduled promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

19. Attorney Fees: Each party shall pay his or her respective attorney fees and costs incurred.

Executed and entered by the Court as indicated by the date and Seal at the top of the page

APPROVED AS TO FORM

/s/ Sarah Giacobelli
Sarah Giacobelli

RULE 7 NOTICE

You will please take notice that the undersigned attorney for Respondent has submitted the above and foregoing Decree of Divorce to the court for signature. Pursuant to Rule 7 (j)(4) of the Utah Rules of Civil Procedure, any objection to the form of the Order should be filed with the Court, within seven days after service upon you of this notice.

DATED 24th day of April 2026.

Rosemond Blakelock
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that I am a member of and/or employed by the law firm of Blakelock Law, 825 East 800 North Orem, Utah 84097, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing document was served upon the following on April 24, 2026:

Sarah Giacobelli

☒ e-Filing (UCJA Rule 4-503)

☐ U.S. Regular Mail

☐ Facsimile Transmission

☒ E-Mail

Rosemond Blakelock