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Petitioner's Attorney

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

IN THE MATTER OF THE MARRIAGE OF

THOMAS FELL,

Petitioner,

&

JENIFER FELL,

Respondent.

DECREE OF DIVORCE

Case No. 264300046

Judge Jared Eldridge

Commissioner Marian Ito

Petitioner, Thomas Fell, through his attorney, Nicholas A. Schwarz, and Respondent, Jenifer Fell, through her attorney, Jason White, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on the 14th day of May 2026 with Mediator, D. Brian Boggess. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

The bonds of matrimony heretofore existing by and between Petitioner and Respondent

are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

1. **Residency.** Petitioner and Respondent are both bona fide residents of Utah County, State of Utah, and have been for more than three months immediately prior to the filing of this action.

2. **Marriage Information.** Petitioner and Respondent were married on September 16, 2023, in Spanish Fork, Utah County, State of Utah and are presently married. The parties separated on or about January 20, 2026.

3. **Grounds.** The basis for Petitioner's cause of action is that the parties have experienced irreconcilable differences in their marriage and there is no chance of reconciliation. They request that the marriage be dissolved by this Court's Decree.

4. **Mutual Restraining Order.** Both parties shall agree to be bound by the following mutual restraining orders:

a. Both parties shall be restrained from making disparaging remarks to one another, either verbally, in writing or otherwise.

b. Both parties shall be mutually restrained from harassing or threatening the other party.

c. The parties shall not enter the residence or workplace of the other party without permission from that party.

d. Each party shall be restrained from posting any disparaging or derogatory stories, pictures, statements about the other party on any social media sites.

e. Both parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the

affirmative duty to use his or her best efforts to prevent third parties from such violations.

f. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not.

5. **Alimony.** Neither party shall be awarded alimony now or in the future.

6. **Real Property.** The parties' marital home is located at 1165 West Union Bench Drive, Mapleton, Utah 84664 (the "Home"). The Home shall be listed for sale on or before June 1, 2026, sold, and the proceeds divided subject to the following terms and conditions:

a. Thomas shall vacate the Home on or before May 20, 2026. Thomas's dog shall also vacate the Home when Thomas moves out. Jenifer shall have access to the Home all day on Saturdays and until 4:00 p.m. on weekdays. Thomas shall have access to the Home all day on Sundays and on weekdays after 4:30 p.m. Neither party shall reside in the Home during the listing and sale process, although Jenifer may operate her business out of the Home so long as she minimizes the effect of the Home's marketing and presentation.

b. The parties have agreed to utilize Brook Madsen as the listing Realtor. Both parties shall execute all documents necessary to list the Home with Mr. Madsen, both parties shall have full access to communicate with him. The parties shall follow their Realtor's recommendations as to Home presentation, listing price, the reasonableness of offers, and any other matter pertaining to the Home.

c. During the listing and sale process, Thomas shall continue to pay the mortgage payment, insurance, taxes, and utilities starting May 14, 2026. In addition, Thomas

shall pay for the carpets to be cleaned and the windows to be washed. Thomas shall provide Jenifer with proof of payment for all sums so expended. Thomas shall receive a credit for one-half of all payments made pursuant to this Paragraph 6(c), which shall be added to his portion of the Home equity as set forth herein.

d. During the listing and sale process, Jenifer shall be responsible for cleaning and presenting the interior of the Home and maintaining the gardens surrounding the Home. Thomas shall be responsible for providing all additional yard maintenance (mowing the lawns, etc.).

e. The parties' furniture which is currently in the Home shall remain there for Home staging and selling purposes, with the exception of the following items which may be removed by Thomas:

- i.** Thomas's king-sized bed;
- ii.** Thomas's queen-sized bed from the front bedroom;
- iii.** The television from the front bedroom;
- iv.** The white chair from the bedroom; and
- v.** The dresser inside the closet.
- vi.** The parties agree that these are the items Thomas may remove from the Home immediately. They do not reflect a division of the marital personal property.

f. When the Home is sold, the proceeds shall be applied as follows:

- i.** First, to pay any sales commissions and closing costs due from the parties;
- ii.** Second, to pay off any mortgage or other encumbrance against the Home;

- iii. Third, the sum of \$18,905.00 shall be paid toward the parties' American Express credit card and the Citibank credit card;
- iv. Fourth, the sum of \$389,000 shall be paid to Jenifer;
- v. Fifth, the following sums shall be paid to Thomas: the sum of \$27,500 plus one-half (1/2) of the amounts Thomas actually pays toward Home mortgage payments, Home utility payments, any other home expenses, Jenifer's automobile insurance, one-half (1/2) of the minimum monthly payments on the marital credit cards, and any agreed Home repairs or maintenance after May 14, 2026; and
- vi. Sixth, any remaining proceeds shall be equally divided between and paid through escrow to the parties.
- vii. If there is insufficient equity in the Home to pay out the amounts set forth in Paragraph 6(e)(iv) and (v), each party shall receive their pro rata share of the actual equity.

7. **Personal Property.** During the marriage, the parties acquired personal property. That personal property shall be divided as follows:

- a. Jenifer shall be awarded the following items of personal property:
 - i. Her personal effects;
 - ii. Any items owned by or pertaining to her children; and
 - iii. Any personal property possessed by or given to Jenifer prior to the marriage or given during the marriage by Jenifer's family or through inheritance.

- b.** Thomas shall be awarded the following items of personal property:
 - i.** His personal effects;
 - ii.** Any personal property possessed by or given to Thomas prior to the marriage or given during the marriage by Thomas's family or through inheritance;
 - iii.** The pearl necklace created from Thomas's family inheritance; and
 - iv.** The DeWalt framing nail gun battery.
 - c.** All other items of personal property shall be divided equitably between the parties.
 - d.** If there is a dispute as to any specific items of personal property, the parties shall return to mediation to discuss division of those items.
- 8. Vehicles.** The parties own certain vehicles, which shall be divided as follows:
 - a.** Jenifer shall be awarded the 2025 Jeep Wrangler. Beginning May 14, 2026, Jenifer shall assume all payment obligations for that vehicle.
 - b.** Thomas shall be awarded the 2025 GMC AT4, the 2023 Centurion Fi 23 boat, and the utility trailer. Thomas shall be responsible for all payment obligations for these vehicles.
 - c.** Beginning thirty (30) days following execution of the Stipulation, Jenifer shall obtain her own automobile insurance policy. Until that time, any payments made by Thomas for insurance on Jenifer's Jeep shall be added to the amount awarded to Thomas from the Home equity as set forth in Paragraph 6(e)(iv).
 - d.** Each party shall indemnify and hold the other harmless from any debts or

obligations associated with vehicle(s) awarded to him/her.

9. **Debts.** During the marriage, the parties incurred certain debts and obligations. Those debts shall be divided as follows:

Creditor	Approx. Balance	To Be Paid By
First Mortgage on Home	Balance	Thomas with ½ the total of the actual payments credited from the equity in the home sale from May 14, 2026 until house closes
Loan/Lease payment on Jenifer's 2025 Jeep Wrangler	Balance	Jenifer
Loan payment on Thomas's 2025 GMC AT4	Balance	Thomas
Loan payment on 2023 Centurion boat	Balance	Thomas
American Express credit card	\$7,262	Thomas will pay minimum payment with ½ credited out of equity in the home
Citibank credit card	\$11,643	Thomas will pay minimum payment with ½ credited out of equity in the home

- a. Thomas shall continue to make the minimum monthly payment for the credit card debts listed above until those balances are paid off through the sale of the Home.
- b. Except as otherwise described herein, each party shall be responsible for any debts in his/her own name.
- c. Any joint debts later discovered and not addressed herein shall be the responsibility of the party who incurred the debt.
- d. Each party shall indemnify and hold the other harmless from any debts assigned to that party.

10. Retirement. During the marriage, Thomas accumulated or added to certain retirement accounts. Each party shall be awarded any retirement accounts or pension rights in their own name.

11. Financial Accounts. During the marriage, the parties opened certain financial accounts. Those accounts shall be divided as follows:

- a. Any joint accounts shall be equally divided and those accounts closed.
- b. Except as otherwise set forth herein, each party shall be awarded any accounts currently in their own name.

12. Taxes. The parties have filed joint tax returns for tax year 2025. Jenifer shall be awarded any refund from those returns. Starting in tax year 2026, the parties shall file their own tax returns and shall be solely entitled to any returns—and solely obligated for any shortfall--thereon.

13. Health Insurance. Beginning the first day of the month following the entry of the decree, each party shall be responsible for his or her own health and medical insurance coverage.

14. Business Interests. During the marriage, Jenifer opened a business known as Mooka Branding, LLC (the “Business”). The Business, together with its accounts, equipment, inventory, materials, contracts, receivables, and assets of any kind, is awarded to Jenifer. Jenifer shall be solely responsible for any and all of the Business’s expenses, debts, taxes, payables, and obligations of any kind. Jenifer shall indemnify and hold Thomas harmless from any such Business obligations.

15. Time Share. Thomas shall be awarded all right, title, and interest in any time share contracts owned or utilized by the parties during the marriage. Thomas shall indemnify and hold

Jenifer harmless against any obligations, payments, maintenance fees, or other costs pertaining to the time share contracts awarded to him herein.

16. Dispute Resolution. If a dispute arises between the parties, they shall return to mediation prior to filing an action in court. Emergency or enforcement actions shall not be subject to the mediation requirement.

17. Previous Name. If she so chooses, Jenifer shall be entitled to legally change her name to her previous name of JENIFER LEE SYME.

18. Cooperation. The parties shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, and to cooperate in every other way necessary or proper to ensure that the Decree of Divorce is fully satisfied.

19. Miscellaneous. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

20. Attorney Fees. Both parties shall pay their own attorney's fees and costs incurred in this matter.

21. Waiver of Hearing and Mediator. The parties do not desire to have a hearing or a trial to have the court decide these issues and they waive such rights. The parties understand that the Mediator is not giving legal advice to either party but is a neutral facilitator only. The parties have not relied on the representations of the Mediator in any way in the determination of the acceptability of this agreement. The parties have the right to advice of legal counsel of his or her own choice before signing this agreement and have received such advice or hereby waive that

right.

22. Each Party shall be Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s/ Jason White

(signed with permission by Nicholas A. Schwarz via email on 21 May 2026)

Jason White

Respondent's Attorney

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Jason White

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney will

submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated 15 May 2026.

BROWN FAMILY LAW, LLC

/s/ Nicholas A. Schwarz

Nicholas A. Schwarz

Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on 15 May 2026, I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Jason White

jwhite@jasonwhitelaw.com

Respondent's Attorney

/s/ Nicholas A. Schwarz

Nicholas A. Schwarz

Petitioner's Attorney