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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH, PROVO DEPARTMENT

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
SARAH SHIVONNE SAFSTEN , Petitioner,	Case No. 264400628
and	Judge Sean M Petersen
ROBERT JOHANNES SAFSTEN , Respondent.	Commissioner Marla R. Snow

This matter comes before the Court pursuant to the parties' Stipulation and Settlement Agreement. Thirty days have passed since the filing of the Petition or the Court has entered an order waiving the thirty-day waiting period. The Court, having previously entered its written Findings of Fact and Conclusions of Law, does hereby GRANT the Petitioner a DECREE OF DIVORCE and does hereby ORDER, ADJUDGE and DECREE as follows:

1. The parties are bona fide residents of Utah County, State of Utah, and have been for at least three (3) months immediately prior to the filing of this action.

2. The parties are husband and wife and do not have any children under the age of 18.

SPOUSAL SUPPORT

3. **Spousal Support**. The parties have the ability to provide for their needs. No alimony award is needed for either party.

REAL PROPERTY

4. **Marital Property**. During the course of the marriage, the parties acquired a home and real property located at 179 East 700 North, Springville, Utah 84663. The real property will be awarded to Robert as his sole and personal property subject to the terms below:

- a. Sarah is entitled to 50% of the equity in the marital property.
- b. The parties stipulate that the current value of the marital home is \$320,000.00 as of February 26, 2026 and that the remaining mortgage balance is \$231,786.75, resulting in \$88,213.25 in equity. Sarah is entitled to a \$43,855.90 as her equal share of the equity.
- c. The remaining \$43,855.90 owed to Sarah shall be satisfied through a disproportionate award of Robert's retirement accounts as set forth in Section 8 below.
- d. The parties acknowledge that division of retirement funds shall require entry of one or more Qualified Domestic Relations Orders ("QDROS") or similar transfer instruments as required by the plan administrator.

e. Within thirty (30) days of entry of the Decree, the parties shall jointly retain a QDRO attorney to prepare the necessary orders. The cost of preparation shall be divided equally between the parties. The parties shall fully cooperate in executing all documents necessary to effectuate the transfer. Failure to cooperate may be enforced by court order. The Court retains jurisdiction to enter such orders as necessary to effectuate transfer. Any gains or losses attributable to the portion allocated to Sarah (as outlined in paragraphs 5 and 8) shall be borne by Sarah from the date of division specified in the QDRO.

f. Within thirty (30) days after the signing of the Decree of Divorce, Sarah shall execute a Quitclaim Deed conveying all right, title, and interest in the Marital Residence. Robert will provide the Deed to Sarah for signature.

g. If Robert shall fail to complete payment of Sarah's full equity share within nine (9) months of entry of the Decree, the marital Residence shall be listed for sale. The parties shall mutually agree upon a licensed realtor. If they cannot agree, Petitioner shall provide three (3) licensed realtors and Respondent shall select one. The property shall be listed at the price recommended by the realtor and shall remain listed until sold. The parties shall accept any bona fide offer within 95% of the listing price unless otherwise agreed to in writing. Upon sale, customary costs of sale and the mortgage shall be paid from the proceeds, and the remaining net proceeds shall be divided equally.

h. The mortgage is currently in Robert's name only. No refinancing is required.

i. Robert shall indemnify and hold Sarah harmless from any claims related to the mortgage and property after entry of the Decree.

VEHICLES

5. **Vehicles**. The parties have acquired certain vehicles which will be awarded as follows:

Vehicle:	Awarded to:
2019 Hyundai Kona	Sarah

a. Sarah shall be awarded this vehicle as her sole and personal property. Sarah will bear any expenses related to the vehicle awarded to her.

b. The parties agree that the 2019 Hyundai Kona has a value of \$8,000.00. Each party is entitled to one-half of the equity therein. Robert's \$4,000.00 equity interest in the vehicle shall be credited against the remaining equity owed to Sarah for the Marital Residence. Accordingly, the retirement transfer described in Section 4 shall be reduced from \$43,855.90 to \$39,855.90.

PERSONAL PROPERTY

6. **Personal Property**. The parties are each awarded their own personal property, including but not limited to clothes, jewelry, premarital property, personal effects, books, paperwork, journals, and personal property acquired after separation. In addition, the parties shall distribute other items of personal property as they agree. If the parties are not able to agree, they shall make a list of all personal property and alternate

selecting an item of personal property from the list, except that Sarah shall be awarded the piano as her sole and separate property and her boxes of personal items from the attic.

FINANCIAL ACCOUNTS AND DEBTS

7. Financial Accounts. During the marriage, the parties acquired certain financial accounts. The parties will distribute their financial accounts as follows:

Financial Institution			Balance	Account Number	Awarded to:
America Union	First	Credit	\$6150	Money Market 2288	Sarah
America Union	First	Credit	\$660	Savings 2288 (3)	Sarah
America Union	First	Credit	\$1000	Savings 2288	Sarah
America Union	First	Credit	\$6000	Savings 9613 (3)	Sarah
America Union	First	Credit	\$2000	Savings 9613 (2)	Sarah
America Union	First	Credit	\$329	Savings 9613	Sarah
America Union	First	Credit	\$384	Savings 9613	Sarah
Robinhood			\$282		Sarah
America Union	First	Credit	\$842	Inheritance #2501	Robert
Wells Fargo			\$17,048	Checking #7563	Robert
America Union	First	Credit	\$11,201	Savings #3759	Robert
America Union	First	Credit	\$313	Money Market(2)	Robert
America Union	First	Credit	\$0.00	Money Market (3)	Robert
America Union	First	Credit	\$1,278	Money Market (4)	Robert
America Union	First	Credit	\$5,089	Money Market (7)	Robert

America Union	First Credit	\$1,016	Money Market (8)	Robert
America Union	First Credit	\$0.00	Checking	Robert
Prudential Life Ins.		\$9,401 cash out value	#972	Robert
Robinhood			#4349	Robert

8. Retirement Accounts. During the marriage, the parties acquired retirement accounts. The retirement divisions set forth below shall be adjusted as necessary to effectuate the \$39,855.90 equity offset owed to Sarah pursuant to Section 4 and 5(b)(as adjusted for the vehicle credit). The intent of the parties is that, after implementation of the QDROS(s), Sarah shall receive retirement assets sufficient to satisfy the remaining balance of her equity interest in the Marital Residence. The parties will distribute their retirement accounts as follows:

Account Name	Awarded to:
First Command #J49-415722 Mutual Fund \$7,903	Robert
First Command #J49-521974 IRA \$12,026	Sarah
401(k) – Fidelity Magleby - \$47,244	Distribution of \$27,829.90 to Sarah, remainder to Robert
401(k) – Sarah - \$15,993	Sarah

The parties respective 401(k) accounts shall be awarded as outlined above; however, the equity award to Sarah shall be adjusted through the QDRO process so that Sarah receives \$39,855.90 from Robert's First Command Account #521974 and Fidelity Magleby 401(k) account in satisfaction of the remaining equity owed to her for the Marital residence. If the parties require a Qualified Domestic Relations Order to transfer any retirement funds, they will retain separate counsel and share equally in the expense with division as outlined in sections 4 and 8.

9. Debts. During the course of the marriage, the parties acquired debts.

Each party shall be responsible for the marital debts as follows:

Financial Institution	Awarded to:
EdFinancial	Sarah
America First Credit Union	Sarah
Student Loan	Robert

10. Other Debts. 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.

11. 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. The party assigned to pay for any debt will have an ongoing duty to keep the debt current and to refinance the debt out of the other party's name as soon as possible. Once the debt is paid off, the other party's name shall be removed from the account or the account shall be closed.

12. Hold Harmless. Each party will hold the other harmless on the debts ordered to be paid by him or her.

13. Creditors. The parties understand that for joint debts upon entering the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

14. Notification to creditors. Pursuant to Utah Code 15-4-6.5, the party under the obligation to pay a debt shall provide a copy of the parties' Decree of Divorce

to all joint creditors of the parties existing at the time of the entry of the divorce and notify the creditors regarding the parties' separate current addresses.

15. Delinquency in payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

16. Refinance. Each party shall offer their best efforts to remove each other from any debts, obligations, loans, etc. by refinance or otherwise and put the loan or obligation solely in their respective name, and to assume responsibility for and release any financial burden from the other party.

MISCELLANEOUS PROVISIONS

17. Former Name. The Court shall order that Sarah be allowed to change her name to Sarah Shivonne Joanne McAllister.

18. Documentation Cooperation. Each party shall be ordered to sign any and all documents as are required to implement the provisions herein upon request.

19. Mediation. Prior to or concurrent with a Petition to Modify being filed to change any provision of a final decree, the parties must first make a good faith attempt to offer to resolve the issue through mediation, for which both parties will share the cost equally.

20. Attorney Fees. Each party will pay his or her respective attorney fees.

CONCLUSIONS OF LAW

Based upon on the foregoing Findings of Fact, the Court concludes as a matter of law that the Court has jurisdiction over the parties and the subject matter of this action, that the Petitioner is entitled to a Decree of Divorce on the grounds of irreconcilable differences. The Court further concludes that the parties' Stipulation and Settlement Agreement is fair and equitable and should be approved and incorporated into the Decree. Accordingly, a Decree of Divorce consistent with the foregoing Findings of fact should be entered..

Approved as to form:

/s/Robert Safsten

Robert Safsten

Pro se Respondent

Electronically signed with permission given via email on May 19, 2026.

The judge's signature will appear at the top of the first page of this document.

CERTIFICATE OF SERVICE

The undersigned certifies that on the 21st day of May 2026 she filed the foregoing FINDINGS OF FACT AND CONCLUSIONS OF LAW using the Court's electronic filing system that automatically generated notice to the following pro se party who accepts service via MyCase:

Robert Johannes Safsten
robert.sten15@gmail.com

/s/Haley Ackerman

Paralegal