



Taryn N. Evans (USB #14638)
ADAIR EVANS, LLC
 405 South Main Street, Ste 900
 Salt Lake City, Utah 84111
 Telephone: (801) 292-0409
 Email: taryn@adairevanslaw.com
Attorney for Petitioner Lawrence B. Schena

IN THE FOURTH JUDICIAL DISTRICT COURT
 MILLARD COUNTY, STATE OF UTAH- NEPHI DEPARTMENT

In the matter of the marriage of, LAWRENCE B. SCHENA, Petitioner, and LAURA JAYNE SCHENA, Respondent.	DECREE OF DIVORCE Civil: 25470062 Judge: Anthony Howell
---	---

THE ABOVE-CAPTIONED MATTER is submitted to the Court pursuant to Rule 7 of the Utah Rules of Civil Procedure. The parties entered into a written Stipulation and Property Settlement Agreement on March 26, 2026 (the “**Stipulation**” or “**Stipulation and Property Settlement Agreement**”) [Dkt. No. 36], whereby the parties agreed to the entry of a divorce pursuant to the terms of the Stipulation. THE COURT, based upon the parties Stipulation, having received and accepted the parties’ Stipulation, having reviewed the pleadings on file herein, having established jurisdiction, and having entered its Findings of Fact and Conclusions of Law, based thereon and for good cause appearing therefore:

IT IS HEREBY ORDERED, ADJUDGED and DECREED:

Divorce.

1. Residency: Petitioner, Lawrence B. Schena (“**Petitioner**” or “**Lawrence**”), is a bona fide resident of Millard County, State of Utah, and has been for three months immediately prior to the

filing of this action.

2. Marriage Statistics: The parties were married on October 10, 1987, in Millard County, Utah, United States and are presently married.

3. Divorce: The parties are granted a divorce from one another based upon irreconcilable difference, the same to become final upon entry of this Decree of Divorce.

4. Child. The parties have no minor children.

5. Filing Date. The parties agreed to delay entering final documents until June 1, 2026, to allow Respondent, Laura Jayne Schena (“**Respondent**” or “**Laura**”), to receive a medical procedure. Laura shall be responsible for 100% of any of the out of pockets costs associated with the procedure incurred after the date of signing the Stipulation, and shall hold Lawrence harmless therefrom.

6. Real Property. The marital property located at 8330 West 4500 North, Hinckley, Utah, is hereby awarded to Lawrence, with all debts and liabilities. Lawrence shall hold Laura harmless on all debts and liabilities associated with the home. Lawrence shall refinance the home by within 90 days of entry of this Decree of Divorce and shall pay Laura \$200,000.00 in full and as a final resolution of the global settlement agreement. Laura shall sign and deliver a Quit Claim Deed, to be provided by Lawrence, to quit claim any and all interest she has in the home to Lawrence. In the event that Lawrence does not pay Laura \$200,000.00 within 90 days of entry of Decree of Divorce, the parties shall immediately put the home for sale with a mutually agreed upon Real Estate Agent. If this occurs, Laura shall give Lawrence three names for Real Estate Agents and Lawrence shall choose one within 14 days of receipt. The parties shall then follow the advice of the Real Estate Agent. Upon the sale of the home at a reasonable market value

price, the parties shall split the net equity. The proceeds of the home shall then be distributed as follows: (i) First, the parties shall pay the cost of sale; (ii) Second, the mortgage shall be paid; (iii) Third, Laura shall be awarded \$200,000.00; and (iv) The remaining equity shall be awarded to Lawrence, free and clear of any additional claim by Laura.

7. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2019 Dodge Ram	Lawrence
2003 Nissan Altima	Lawrence
Big Bear 4-Wheeler	Lawrence
Camp Trailer	Lawrence
Can Am	Lawrence
Flat Bed Trailer	Lawrence
2019 Honda Civic	Laura
Kodiak 4-Wheeler	Laura

a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

8. Debts. The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
HELOC	Lawrence
Obligations in Laura's Name Only	Laura
Obligations in Lawrence's Name Only	Lawrence

- a. Accumulation of Debt: Neither party shall incur any additional liability on joint credit cards or the HELOC.
- b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in the Stipulation and each party shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
- c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt shall remain current. In the event that a payment is not paid in a timely manner, the secured asset shall 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.

9. Checking and Saving Accounts.

- a. Lawrence is hereby awarded the following accounts, free and clear of any claim by Laura:
 - i. MACU Checking ending in #5964 in the approximate amount of \$4,845.01;
 - ii. MACU Savings ending in #5964 in the approximate amount of \$501.55;

iii. MACU Money Market ending in #5964 in the approximate amount of \$97,955.15; and

iv. MCCU Savings ending in #751 in the approximate amount of \$13,772.00, if this account is a joint account the parties shall work together to remove Laura from the account within 14 days of signing the Stipulation.

b. Laura is hereby awarded the following accounts, free and clear of any claim by Lawrence:

i. SBSU account ending in #1660 in the approximate amount of \$168.13;

ii. SBSU account ending in #100 in the approximate amount of \$1,744.85;

iii. SBSU account ending in #1472 in the approximate amount of \$192.01; and

iv. SBSU account ending in #1031 in the approximate amount of \$9,181.60.

10. Water Shares. Laura is hereby awarded 10 Water Shares. Lawrence is hereby awarded the remaining 82 Water Shares with Abraham Irrigation Company. The parties shall work together transfer the 10 shares into Laura's name only, within 14 days of entry of Decree of Divorce.

11. Auto Insurance. The parties shall secure their own auto insurance policies by March 31, 2026.

12. Retirement Accounts:

a. As part of the global settlement agreement in the Stipulation, Laura is hereby awarded her Principal 401(k) in the approximate amount of \$34,989.86, with a vested amount of \$24,492.00, free and clear of any claim by Lawrence.

b. The parties shall equally divide the remaining retirement accounts, with each receiving $\frac{1}{2}$ of the marital portion with the division date as the entry of the Decree of Divorce. The parties shall equally split the cost associated with the QDRO's, if any, with Rori Hendrix. The parties shall equalize the division of the retirement accounts at the date of entry of Decree of Divorce with only one QDRO if possible. The remaining accounts are as follows:

- i. Lawrence's Intermountain Power Service Corp lump sum payment that rolled into the Fidelity Rollover IRA ending in #9622, in the approximate amount of \$608,785.51;
- ii. Lawrence's Fidelity Roth IRA ending in #9651, in the approximate amount of \$163,545.05;
- iii. Lawrence's Aspida IRA account ending in #9755, in the approximate amount of \$107,448.00;
- iv. Lawrence's Aspida Roth IRA account ending in #2430, in the approximate amount of \$53,724.00;
- v. Laura's Aspida IRA account ending in #9313, in the approximate amount of \$67,681.00; and

vi. Laura's Charles Schwab Roth IRA account ending in #X900, in the approximate amount of \$10,638.00.

13. Whole Life Insurance Policy. Laura is hereby awarded the whole life insurance policy through American Life, with the approximate cash surrender value of \$52,059.39, free and clear of any claim by Lawrence and the parties shall work to transfer this account into her name only within 30 days of signing the Stipulation.

14. Name: Laura shall have the option of restoring her name to Moody.

15. Alimony. Neither party shall be awarded alimony. Both parties have waived and relinquished the right to receive alimony from the other both now and in the future. The Court accepts the parties' waivers and relinquishments.

16. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement this Decree of Divorce.

17. Drafting. Both parties attended mediation with their respective counsel and participated actively in the drafting and revising of the Stipulation. Both parties and their counsel had an opportunity to read the Stipulation and to make suggested changes to the draft and the Stipulation is a complete understanding of all the issues negotiated and agreed to by the parties within the mediation session. Each of the parties understood, acknowledged, and agreed that each of the parties contributed to the drafting of the Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly

waived any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party. The Court accepts the parties' waivers.

18. Full Disclosure: The parties each indicated that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understood and agreed that any failure to provide complete disclosure may constitute perjury. The property referred to in the Stipulation 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. Attorney's Fees and Costs: Each party is hereby ordered to assume his or her own costs and attorney's fees incurred in this action.

20. Final Stipulation: The Stipulation 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 were aware that they had a right to proceed to trial in this matter to present all of their evidence and witnesses but waived this right. The Court accepts the parties' waivers. The parties were satisfied that the Stipulation is fair and reasonable. There are no questions the parties had to ask or unresolved issues that needed to be addressed. All issues either party wished to raise have been incorporated in the Stipulation.

IT IS SO ORDERED.

****EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE DATE AND
SEAL AT THE TOP OF PAGE ONE (1)****

Approved as to Form:

/s/ Kevin Coombs

Kevin Coombs

Attorney for Respondent

RULE 7 CERTIFICATION AND CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of May, 2026, I sent a copy of the foregoing proposed **DECREE OF DIVORCE** to the following person(s) as indicated below, and the proposed order will not be filed until being served with an objection or upon expiration of the time to object.

Kevin Coombs
Attorney for Respondent
Kevin@schrieverlaw.com

- ☐ U.S. Mail, Postage Prepaid
- ☐ Hand Delivered
- ☐ U.S.P.S. Certified Mail
- ☒ Email
- ☐ Electronic Filing

/s/ Taryn N. Evans