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

In the Matter of the Marriage of:

NADYA BORST,
Petitioner

and

ERIC BORST,
Respondent

DECREE OF DIVORCE

Case No: 264500060
Judge: Jennifer Mabey
Commissioner:

This matter comes before the Court for final entry of a Decree of Divorce. The parties have stipulated to the Order, pursuant to the *Stipulation* entered on May 4th, 2026, and the Court now enters the Decree of Divorce as follows:

DECREE OF DIVORCE

PARTIES, JURISDICTION & GROUNDS

1. Nadya is a bona fide resident of Wasatch County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. Eric is a bona fide resident of Wasatch County, State of Utah, and has been for three months immediately prior to the filing of this action.

3. Parties were married on September 4, 2004, and are presently married. Parties separated on or around December 2025.

4. The parties shall be awarded a Decree of Divorce on the basis of irreconcilable differences, consistent with the terms and provisions contained herein.

JURISDICTION OVER MINOR CHILD

5. The parties share one minor child born during the course of the marriage: K.M.B. born July 2009. No other children are expected.

6. The parties share an adult child, B.P.B. born May 2006.

7. The State of Utah has jurisdiction over the custody, visitation and child support issues in this action, for the following reasons:

a. Utah is the home state of the minor child. The minor child has resided in Salt Lake County, State of Utah for more than six (6) months prior to the filing of this action.

b. Neither party has information of any custody or parentage proceeding concerning the minor child in any other district court or juvenile court in this State or any other state.

c. There are no pending criminal, delinquency or other protective order cases in any court in this State or any other state or country in which a party or any of the parties' child is involved.

CHILD CUSTODY & PARENT-TIME

8. **Legal Custody:** The parties shall exercise joint legal custody of the minor child. The party with whom the child is then located shall make day-to-day decisions involving the child and shall make emergency decisions affecting the health or safety of the child. Significant legal decisions including without limitation medical, mental health, education, and religious

upbringing shall be discussed in advance in an attempt to reach an agreement. If the parties are unable to reach agreement, parties shall attend mediation prior to bringing the matter to Court.

9. Physical Custody: Parties agree to share Physical Custody of the Minor child subject to the parent time schedule delineated herein, designating Nadya as the primary residential and custodial parent, with Eric having liberal parent-time as the parties can agree. Parties shall work together to create a parent-time schedule that works for both parties, taking into consideration the schedule and activities of the minor child. If the parties are unable to agree on a parent-time schedule, Eric shall exercise parent-time pursuant to Utah Code Ann. §81-9- 302.

PARENTING PLAN

10. Kayla's Education Plan and 529 Education Fund: Nadya's home shall be designated as primary residence for the purpose of identifying the school which Kayla shall attend. In addition to any child support obligation, both parties shall be equally responsible for any and all of the child's mandatory public educational related expenses, as long as they are agreed upon in writing. Said expenses include, but are not limited to, mandatory enrollment fees, mandatory school supplies, any tutoring related expenses (only if the parties agree in writing), college recruiter, mandatory field trip expenses, and any mandatory school related activities.

11. During the marriage, the parties established a Morgan Stanley 529 Education Plan (#5507) for Kayla that Nadya has managed during the marriage. Nadya shall be awarded the account to manage for the benefit of the child.

12. Once Kayla has graduated from high school and is admitted to and attending college, the parties shall continue to share in her education expenses.

13. Nadya shall utilize the 529 Education Plan to pay for one-half (½) of Kayla's qualified education expenses, including tuition and fees, room and board, books and supplies, and computers and internet access, if needed for school and as permitted by the plan. The balance of the 529 Education Plan as of the date of entry of the Decree of Divorce, together with any gains or losses attributable thereto from that date through the date of withdrawal, shall be deemed a joint contribution of both parties.

14. After application of the 529 funds, Eric and Nadya shall equally divide the remaining education-related expenses. Such expenses may include food and other necessary incidental costs, as agreed upon by the parties in writing in advance.

15. Each party shall make a good faith effort to plan for and set aside funds each year to cover their share of Kayla's education expenses. In the event of any anticipated shortfall, the parties shall confer in advance to determine how such costs will be handled, including whether Kayla will be expected to contribute through employment or other agreed-upon means.

16. The parties shall meet and confer each year on or before June 30 to discuss and plan for the upcoming academic year's anticipated expenses and payment responsibilities.

17. The parties understand that, under Utah law, neither parent is required to financially support a child once they turn 18. Nothing in this agreement is meant to create a legal obligation to provide support beyond that time. Any agreement to help with college or other post-secondary expenses is something the parties are choosing to do voluntarily.

18. Nadya may continue making annual contributions to Kayla's 529 Education Plan after the divorce is finalized. Any portion that Nadya contributes to the plan, including any earnings

attributable to those contributions shall be credited toward Nadya's share of Kayla's education expenses. Should Eric decide to do so, he may also make annual contributions.

19. Should either party believe that Kayla's expenses are excessive or that that modification to this plan are necessary, they shall provide written notice to the other party. Parties will then discuss changes that need to be made regarding Kayla's education plan (see above where the parties will meet in June).

20. Any changes to this education plan must be made in writing and signed by both parties to be enforceable.

21. Bryce's Education Plan and 529 Education Fund: During the marriage, the parties established a North Western Mutual 529 Education Plan (#0201 and #0202) for Bryce that Nadya has managed during the marriage. Nadya shall be awarded the account to manage for the benefit of Bryce.

22. Bryce has graduated from high school and is attending college. The parties have been contributing towards his college expenses shall continue to share in his education expenses.

23. Nadya shall utilize the 529 Education Plan to pay for one-half ($\frac{1}{2}$) of Bryce's qualified education expenses, including tuition and fees, room and board, books and supplies, and computers and internet access, if needed for school and as permitted by the plan. The balance of the 529 Education Plan as of the date of entry of the Decree of Divorce, together with any gains or losses attributable thereto from that date through the date of withdrawal, shall be deemed a joint contribution of both parties.

24. After application of the 529 funds, Eric and Nadya shall equally divide the remaining education-related expenses. Such expenses may include food and other necessary incidental costs, as agreed upon by the parties in writing in advance.

25. Each party shall make a good faith effort to plan for and set aside funds each year to cover their share of Bryce's education expenses. In the event of any anticipated shortfall, the parties shall confer in advance to determine how such costs will be handled, including whether Bryce will be expected to contribute through employment or other agreed-upon means.

26. The parties shall meet and confer each year on or before June 30 to discuss and plan for the upcoming academic year's anticipated expenses and payment responsibilities.

27. The parties understand that, under Utah law, neither parent is required to financially support a child once they turn 18. Nothing in this agreement is meant to create a legal obligation to provide support beyond that time. Any agreement to help with college or other post-secondary expenses is something the parties are choosing to do voluntarily.

28. Nadya may continue making annual contributions to Bryce's 529 Education Plan after the divorce is finalized. Any portion that Nadya contributes to the plan, including any earnings attributable to those contributions shall be credited toward Nadya's share of Bryce's education expenses. Should Eric decide to do so, he may also make annual contributions.

29. Should either party believe that Kayla's expenses are excessive or that that modification to this plan are necessary, they shall provide written notice to the other party. Parties will then discuss changes that need to be made regarding Kayla's education plan pursuant to the paragraphs above.

30. Any changes to this education plan must be made in writing and signed by both parties to be enforceable.

31. Communication/Exchange of Information: The child shall not be requested to carry messages between the parents. The parties shall communicate with each other in a respectful manner. Parties shall share all information about the child regarding special events, homework assignments, parent/teacher meetings, report cards, medical events and prescriptions that the other parent may not have access to and to keep an updated calendar of the child's schedule. Parties shall make a good faith effort to respond promptly to requests or messages made by the other party.

32. Virtual or Telephonic Contact: While the child is not in his or her care, parties may contact the child each day by telephone or virtual at a reasonable time for reasonable durations. Parties shall arrange for the child to be in a quiet area with distractions being limited and neither party shall monitor the communication between the child and the other party, removing themselves from earshot during the conversation and allowing the virtual contact to transpire without interference. Parties shall recognize that the child may not be able or willing to conduct a telephone or virtual call for long durations of time and shall accommodate the child's abilities.

33. Extracurricular Activities and Sports: The parties shall encourage and support the child's participation in extracurricular activities and sports. The parties shall not purposefully try to supplant parent time with activities. The parties shall attempt to allow participation in activities in which the child expresses a desire to participate. The parties shall equally share the cost of any activities or equipment costs that are incurred for an activity in which a child is currently enrolled (mountain biking) and any future activity that is agreed to in writing by both

parties in advance. Regardless, each parent is entitled to full disclosure as to any and all extracurricular activities in which the child is enrolled, and to be listed with the provider as the child's parent and emergency contact, and each party shall be entitled to the name of any teacher, coach or tutor, the schedule for the activities, and the contact information for the teacher, coach or tutor.

34. Car Insurance for the Children: Both parties shall each pay one-half ($\frac{1}{2}$) of the children's car insurance premiums and reasonable maintenance costs.

35. This provision shall be reviewed annually on or before June 30 to determine whether the children are capable of contributing to or assuming responsibility for their own insurance and maintenance related costs.

36. Children's Cell Phones: Both parties shall pay one-half ($\frac{1}{2}$) of the children's monthly cell phone bills.

37. This provision shall be reviewed annually on or before June 30 to determine whether the children are capable of contributing to or assuming responsibility for their own cell phone expenses.

38. Disparaging Remarks: Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging or disrespectful terms and shall prevent third parties, and the child from doing so as well.

39. Special Considerations: Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

40. Other:

- a. Each party shall be identified as a parent to the child at any school he attends, in any medical, dental, or similar office, in any extracurricular activity that he attends, and to any surrogate care provider. Each party's contact information shall be provided to these entities, and each party shall be entitled to receive any and all communications made by these entities related to the child.
- b. The parties shall be required to discuss all important issues related to the child before any decisions are made. In the event that they do not agree, they shall first be required to consult, mutually, with a reliable subject matter expert, and only if that does not resolve the issue shall the dispute resolution mechanism of this agreement apply.
- c. Both parents shall have access directly to all school reports including school reports and medical records.
- d. Both parents are entitled to all school schedules for the minor child.
- e. Both parents shall be listed as "emergency contacts" for medical emergencies with any school, daycare, or any other such providers.
- f. Both parents shall be allowed to access the child at school and shall be able to check the child out of school for any appropriate reason.
- g. Each parent shall provide the other with his or her current address and telephone number within 48 hours of any change.
- h. The parties shall notify one another of any illness that the child has. They shall also keep one another informed of any medications prescribed for the child, as

well as any scheduled appointments with medical, dental, or mental health professionals.

- i. Neither party shall enroll the child in services such as counseling without first notifying the other parent of the need for such a service and involving the other parent in choosing the professional who shall see the child. If a party makes the first contact with such a professional, they shall provide that person with the name, address, and telephone number of the other parent.
- j. Both parties shall refrain from involving the child in “divorce issues.” Such issues include, but are not limited to, parent time disagreements; discussions about child support or financial hardships brought about by divorce; differences of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information regarding what occurs in one another’s homes (other than general conversation); and involving the child as a “messenger” between the parties.

41. Relocation: Should either parent relocate beyond 150 miles of the parties' current residence before the minor child reaches 18 years of age, parties shall follow the parent-time schedule as set forth in Utah Code Ann. §81-9-209. The Minor child shall remain in her current school.

42. Holiday Parent-Time: The parties shall mutually agree upon the division of holidays. If no agreement can be reached, the parties shall exercise holiday parent-time pursuant to Utah Code Ann. §81-9-302.

43. **Transportation:** Kayla has a vehicle and is driving and as such she will drive herself to and from parent time
44. **Other:** Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
45. Regular school hours may not be interrupted for the exercise of parent-time by either parent with the exception of lunch time and as the parties can agree in writing.
46. Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.
47. Both parties shall notify the other party within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and the noncustodial party shall be entitled to attend and participate fully.
48. Both parties shall have access directly to all school reports and medical records and both parties shall be notified immediately by the party with the child in their care in the event of a medical emergency.
49. Each party shall provide the other with the party's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
50. Each party shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of email privileges and virtual parent-time if the equipment is reasonably available.

CHILD SUPPORT

51. Nadya is employed and earns \$25,917.00 per month.
52. Eric is employed and earns \$26,583.00 per month.
53. Using a sole physical custody worksheet in accordance with the Utah Child Support Guidelines, Eric shall be ordered to pay child support in the amount of \$1,826 per month.
54. Child support shall begin immediately and shall be paid one-half (1/2) on the fifth (5th) day of each month and one-half (1/2) on the 20th day of each month.
55. Child support shall continue until the child reaches eighteen (18) years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated.
56. Each of the parties shall be under mutual obligation to notify the other within ten (10) days of any change in monthly income.

TAX RELATED ISSUES

57. Parties shall be entitled to claim the minor child as a dependency exemption for State and Federal income tax purposes on alternating years throughout the duration of the financial support given to Kayla as described above in the Child Related Expenses. Eric will be awarded the exemption on even numbered tax years and Nadya on odd numbered tax years.
58. 2025 Taxes. The parties will file the 2025 taxes jointly. The parties are still working on the 2025 taxes and understand there will be a liability associated therewith which will be paid equally by the parties.

MEDICAL EXPENSES

59. Nadya has insurance available to her for medical, dental, vision and orthodontic expenses for the minor child shall be ordered to maintain on behalf of the minor child so long as it is available at a reasonable cost through their respective employer.

a. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion shall be calculated by dividing the premium amount by the number of parties on said plan.

b. Both parties shall share equally all reasonable and necessary uninsured medical, holistic medical, chiropractic, dental, vision and orthodontic expenses, including deductibles and co-payments, incurred for the minor child and actually paid by the parties.

c. The party ordered to maintain insurance shall provide verification of coverage to the other party or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The party shall notify the other party or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that party first knew or should have known of the change.

d. A party who incurs medical, dental, vision and orthodontic expenses shall provide written verification of the cost and payment of the expenses to the other party within 30 days of payment. The reimbursement shall occur within 30 days of being provided proof of payment and verification of said expenses.

e. A party incurring medical, dental, vision and orthodontic expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with the subparagraphs "c" and "d" above.

60. The parties have been equally dividing the insurance premiums and all out-of-pocket costs for the minor child and adult child. The parties will continue to do so, even after both children are adults. Once a child has graduated from college, obtained full time employment, or reached the age of 26, the parties will no longer pay for the insurance premiums or out-of-pocket costs for the child.

PERSONAL PROPERTY AND VEHICLES

61. During the course of the marriage relationship, the parties have acquired certain items of personal property. Said personal property shall be divided among the parties as it has been previously divided.

62. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

63. Both parties shall be allowed to keep the personal property items that they brought with them into the marriage, and/or the items the parties received as gifts from family members and each other.

64. Eric is awarded all firearms and the gun safe. Eric shall arrange for movers to retrieve these items from the residence at the end of July, and in no event earlier than August 15, 2026, so as to avoid duplicative moving costs. Eric shall provide at least forty-eight (48) hours' advance

written notice of the date and time for retrieval, and Nadya shall provide reasonable access for such retrieval.

65. If Eric fails to retrieve the firearms and gun safe on or before August 15, 2026, he shall be deemed to have abandoned any claim to the items, and Nadya may dispose of them in her sole discretion without further notice or obligation to Eric.

66. The parties own a boat; various snowmobiles; and vehicles. The parties agree to divide such as follows:

2020 Ford F250 \$42,000.00 Awarded to Eric

2021 Centurion RI245 \$130,000.00 Awarded to Eric

Boat Loan (BMO Bank) \$(85,927.20) Assigned to Eric

2023 Criterion Snowmobile Trailer \$20,000.00 Awarded to Eric

2024 Polaris 9R 155 \$9,500.00 Awarded to Eric

2024 Polaris 650 Khaos 146 \$8,500.00 Awarded to Eric

2024 Polaris SKS 650 \$7,000.00 Awarded to Eric

2023 Polaris 9R 165 \$8,500.00 Awarded to Eric

2022 Ford Bronco Sport Badlands (Kayla drives this vehicle).Awarded to Eric

2016 Subaru WRX STI (Bryce drives this car). Awarded to Eric

2024 Subaru Outlander \$30,929.00 Awarded to Nadya

67. Each shall be responsible to pay all maintenance and other costs associated with their respective vehicles, including but not limited to: insurance, registration fees, taxes, liabilities, gas, repairs, and general maintenance (with the exceptions as noted for the children's vehicles as stated herein). The party awarded the vehicle shall indemnify and hold the other harmless from

any liability or costs related to his or her own vehicle. If the vehicle is titled jointly, the parties shall cooperate to sign over title to the other party within ten (10) days of the entry of the decree or if there is a lienholder, when the loan is retired.

REAL PROPERTY

68. Nadya shall be awarded the marital residence located at 1472 North Jerry Gertsch Lane, Midway, Utah, subject to Eric's equitable interest in the home and to any and all debts, liens, encumbrances, and liabilities associated with the property. The parties acknowledge that the current mortgage balance is approximately \$515,000.

69. Effective May 1, 2026, Nadya shall be solely responsible for the mortgage and all debts, expenses, taxes, insurance, utilities, maintenance, and liabilities associated with the marital residence.

70. Within fourteen (14) days of execution of the Stipulation, Nadya shall transfer all utilities and related service accounts into her name and remove Eric from any such accounts. Notwithstanding the timing of such transfers, Nadya shall be solely responsible for all liabilities associated with the property commencing May 1, 2026.

71. Eric shall provide Nadya with all access information necessary for the residence within fourteen (14) days of the signing of the Stipulation, including any security or safety system codes, and shall reasonably assist Nadya in setting up any associated applications or systems to ensure she has full control over the property.

72. Nadya shall timely pay the monthly mortgage obligation so as not to negatively impact Eric's credit. If Nadya becomes more than forty-five (45) days late on any mortgage payment, the residence shall be immediately listed for sale. In that event, the parties shall select a mutually

acceptable real estate agent. If the parties cannot agree on an agent, Eric shall provide three proposed licensed real estate agents, and Nadya shall select one of the three within twenty-four (24) hours.

73. Upon sale, Nadya shall receive one hundred percent (100%) of the net equity from the residence, less (i) Eric's portion of the equity, as defined below, and (ii) any amounts paid by Eric to cure the loan, prevent delinquency, protect his credit, preserve the property, or otherwise effectuate the terms of this provision.

74. Nadya shall refinance, assume, or otherwise remove Eric from liability on the mortgage on or before September 30, 2027. In the event Nadya elects to retain the residence, she shall pay Eric's share of the equity within ninety (90) days of the final binding appraisal, regardless of whether the refinance or assumption has occurred.

75. Nadya may complete the refinance or assumption at any time up to September 30, 2027; however, in no event shall she refinance or assume the mortgage without contemporaneously paying Eric his share of the equity. If the refinance or assumption occurs prior to the expiration of the ninety (90) day payment period, Eric's share shall be paid at closing through escrow. If the refinance or assumption has not yet occurred, Nadya shall still satisfy the payment obligation within the ninety (90) day period through other available means.

76. Eric's share of the equity shall be paid through escrow or other verifiable means to ensure receipt, and in all cases shall not be delayed beyond the ninety (90) days following the final binding appraisal.

77. Upon such refinance or assumption, Nadya shall prepare and provide a quitclaim deed conveying Eric's interest in the property to Nadya. Eric shall execute the quitclaim deed within

twenty-four (24) hours of receipt, provided that (i) he has been fully released from any obligation on the mortgage, and (ii) he has received full payment of his equity as set forth herein, or such payment is being made concurrently through escrow at closing.

78. The parties shall obtain a licensed appraisal of the residence and shall be bound by the appraised value. Nadya shall coordinate the appraisal with Orion Appraisal and Equity Luxury Group, and the cost shall be paid equally by the parties from the Wells Fargo joint account ending in #2123.

79. If either party, in good faith, believes the appraisal to be inaccurate, that party shall provide written notice to the other within seven (7) days of receipt of the appraisal. Upon such notice, the parties shall jointly select a mutually agreed-upon appraiser within seven (7) days. A second appraisal shall then be completed by the agreed appraiser, with the cost shared equally. The final binding value of the residence shall be the midpoint between the two appraisals.

80. "Net equity" shall be defined as the final appraised value minus the then-outstanding mortgage balance.

81. Nadya shall have the first option to retain the residence and must elect to do so in writing on or before September 30, 2027. If Nadya elects to retain the residence, she shall pay Eric his share of the equity within ninety (90) days of the final binding appraisal.

82. Eric's share shall be calculated as one-half ($\frac{1}{2}$) of the net equity minus \$200,674.17, representing Nadya's agreed offset.

83. Nadya may satisfy this obligation through cash, refinancing, a home equity line of credit, or a transfer of retirement funds. If any portion of the buyout is satisfied through a transfer of retirement funds, the amount transferred shall be increased by thirty percent (30%) as a

negotiated estimate of tax impact, with the parties acknowledging that actual tax consequences may vary.

84. If Nadya fails to timely (i) elect to retain the residence, (ii) refinance or assume the mortgage, or (iii) pay Eric his share of the equity within the timeframes set forth herein, the residence shall be immediately listed for sale pursuant to the agent-selection process set forth above, without further action of the Court.

85. If Nadya does not timely elect to retain the residence, Eric shall have the option to purchase the residence. Eric shall provide written notice of his intent to purchase within thirty (30) days of Nadya's election period expiring and shall deposit ten percent (10%) of the buyout amount into escrow.

86. Nadya's share shall be calculated as one-half ($\frac{1}{2}$) of the net equity plus \$200,674.17, representing Nadya's agreed offset.

87. Eric shall pay this amount within sixty (60) days thereafter. Upon payment in full and removal of Nadya from any liability on the mortgage, Nadya shall execute a quitclaim deed within twenty-four (24) hours.

88. If Eric fails to timely complete the purchase after electing to do so, the residence shall be immediately listed for sale pursuant to the agent-selection process set forth above.

89. If neither party completes a buyout within the timeframes set forth herein, the residence shall be immediately listed for sale pursuant to the agent-selection process set forth above.

90. Upon sale, the proceeds shall be distributed as follows: payment of all costs of sale and the outstanding mortgage; reimbursement to Eric for any amounts paid to cure the loan, prevent delinquency, protect his credit, preserve the property, or otherwise effectuate the terms of this

provision; and distribution of the remaining net proceeds consistent with the equity calculations set forth above.

91. Nadya shall receive a credit in the amount of \$200,674.17, representing amounts owed to her pursuant to the parties' division of debts and assets spreadsheet, which has been incorporated into the calculations above.

FINANCIAL ACCOUNTS

92. The parties' have acquired checking and savings accounts during the course of the parties' marriage. Each party shall be awarded any accounts in his or her name, free and clear from any claim of interest by the other party as follows:

Bank of America (4547) Checking \$6,838.66 Awarded to Eric

Bank of America (9698) Savings \$503.85 Awarded to Eric

Bank of America (5319) Savings \$134.00 Awarded to Eric

Merrill Lynch (93Q35) \$0.00 Awarded to Eric

Chase (4841) Checking \$4,258.29 Awarded to Nadya

Chase (9319) Savings \$1,291.24 Awarded to Nadya

Chase (6520) Savings \$1,584.51 Awarded to Nadya

Chase (6967) Savings \$2,008.37 Awarded to Nadya

Marcus by Goldman Sachs (0606) Savings \$1,000.00 Divided equally between the parties

Wells Fargo (2123) Checking – Awarded to Nadya (Customary bills to be paid from this account and then transferred to Nadya

Wells Fargo (5707) Platinum Savings \$3,485.00 Divided equally between the parties

Wells Fargo (5687) Platinum Savings \$568.00 Divided equally between the parties

Wells Fargo (9701) Platinum Savings \$1,268.40 Divided equally between the parties

Wells Fargo (7279) Platinum Savings – Kayla \$11,042.00 Divided equally between the parties

Wells Fargo (4592) Way2Save Savings – Bryce \$2,863.00 Divided equally between the parties

Morgan Stanley 529 Investment Bank - Kayla (5507) \$86,918.37 Divided equally between parties

College Bound 529 Investment – Kayla (0202) \$3,851 Divide equally between parties

College Bound 529 Investment – Bryce (0201) \$31,035. Divide equally between parties

**RETIREMENT ACCOUNTS; LIFE INSURANCE; AND OTHER INVESTMENT
ACCOUNTS**

93. During the marriage, both parties acquired 401(k) retirement accounts; other retirement accounts; Life Insurance Policies and Other Investment Accounts. Parties agree to the following division:

Financial Investments / Retirement / Life Insurance Approximate Award

Fidelity Individual TOD (4724) \$79,240.06 Awarded to Eric

Fidelity Rollover IRA (1752) \$312,715.00 Awarded to Eric

Fidelity Dell 401(K) Plan (9037) \$482,259.00 Awarded to Eric

Fidelity Microsoft 401(K) Plan (9766) \$632,009.00 Awarded to Eric

Fidelity Investment – Dell Restricted Stock Units \$0.00 Awarded to Eric

NorthWestern Mutual Life Insurance (3564) Term Life Insurance Awarded to Eric

NorthWestern Mutual Life Insurance (5276) Term Life Insurance Awarded to Eric

NorthWestern Mutual Life Insurance (3505) \$72,113.63 Awarded to Eric

NorthWestern Mutual Life Insurance (6074) \$27,566.42 Awarded to Eric

NorthWestern Mutual Life Insurance (7926) \$6,675.00 Awarded to Eric

NorthWestern Mutual Life Insurance (0158) \$5,084.06 Awarded to Nadya

NorthWestern Mutual Life Insurance (5322) Term Life Insurance Awarded to Nadya

NorthWestern Mutual Life Insurance (6096) \$27,525.28 Awarded to Nadya

NorthWestern Mutual Life Insurance (3744) Term Life Insurance Awarded to Nadya

NorthWestern Mutual Life Insurance (3583) \$74,400.65 Awarded to Nadya

Vanguard Crum & Forster Employee Savings Plan (2795) \$47,502.99 Awarded to Nadya

Vanguard Crum & Forster Employee Savings Plan (7612) \$993,493.92 Awarded to Nadya

Crum & Forster Plan Holdings Statement \$112,339.34 Awarded to Nadya

NorthWestern Mutual Individual Retirement (5389) is awarded to Nadya. The parties acknowledge that the total value of this account is approximately \$1,072,000.00, and that the majority of the funds were accumulated by Nadya prior to the marriage through her employment. The parties further acknowledge that only a portion of the account is attributable to the marriage, and for purposes of resolution have agreed that the marital component is approximately one-third (1/3) of the account.

Rather than further tracing or allocating the account, the parties have agreed to a negotiated equalization. Accordingly, Nadya shall transfer to Eric the sum of \$47,344.25, which represents his agreed-upon share of the marital portion of the account. Said amount

shall be adjusted for any gains or losses attributable thereto from the date of valuation through the date of transfer.

Except for the transfer set forth above, Nadya shall retain all right, title, and interest in the NorthWestern Mutual Individual Retirement account, free and clear of any claim by Eric.

94. Nadya shall transfer to Eric the sum of \$47,344.25, which represents his portion of the marital allocation, together with any gains or losses attributable thereto from the date of valuation through the date of transfer.

95. Such transfer shall be completed via qualified domestic relations order (QDRO) or other tax-advantaged method if applicable, or by direct transfer if permitted by the plan administrator, so as to minimize tax consequences.

96. The parties shall share equally any costs associated with the division of these accounts if a Qualified Domestic Relations Order (QDRO) or Domestic Relations Order (DRO) is needed.

INVESTMENT ACCOUNTS AND OTHER ACCOUNTS

97. Parties have acquired interest in several personal investment accounts. Each party shall be awarded the investment account(s) in his or her name, free and clear from any claim of interest by the other party as follows:

Other Financial Assets Approximate Award

Cash Box \$18,520 Awarded to Nadya

Wells Fargo Investment (9132) \$147,039.69 Awarded to Eric

PayPal \$94.51 Awarded to Eric

Venmo \$113.00 Awarded to Eric

Kraken Crypto \$458.23 Awarded to Eric
Coinbase Crypto \$1,540.50 Awarded to Eric
Gemini Crypto \$0.00 Awarded to Eric
Binance Crypto \$44.60 Awarded to Eric
Crypto.com \$88.76 Awarded to Eric
Uphold \$605.02 Awarded to Eric
Metal Pay \$235.21 Awarded to Eric
Tangem Wallet \$0.01 Awarded to Eric
D'Cent Wallet \$4,119.11 Awarded to Eric
Trust Wallet \$493.74 Awarded to Eric
Ledger Wallet \$30.80 Awarded to Eric

DEBTS AND OBLIGATIONS

98. There are no marital debts, and a division is not required. However, should parties later discover marital debt, it shall be the responsibility of the party who incurred the debt as follows:

Bank of America Credit Card (9977) \$(46,327.57) Assigned to Eric
American Express Bonvoy Brilliant Credit Card (4009) \$(34,465.00) Assigned to Eric
American Express Delta SkyMiles Credit Card (1000) \$(29.00) Assigned to Nadya
Bank of America Credit Card (7637) \$(2,920.85) Assigned to Nadya
Wells Fargo Visa Credit Card (3581) \$(4,417.25) Assigned to Nadya. Parties will discuss how to divide the ongoing subscription costs associated with the children.

99. Each party shall be obligated to assume any and all obligations and debts incurred in their own names after the parties' date of separation.

100. Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5 and 30-3-5(1)(c)(1953 as amended), the parties shall provide a copy of their final *Decree of Divorce* to all joint creditors for any outstanding obligations that are included in their *Decree of Divorce*.

ALIMONY

101. Alimony is hereby waived by both parties. Each party releases and forever relinquishes any past, present, or future claim to alimony from the other, and neither party shall owe alimony to the other.

RESTRAINING ORDERS

102. Both parties shall be restrained from threatening, harassing, bothering or harming the other party at their respective homes or future place of employment.

103. Each party shall be restrained from obtaining any new debt or credit in the name of the other party and from incurring any new debt on any joint account, during the pendency of this action.

104. Both parties shall be restrained from using the other parties' likeness or image on social media, online or take out credit in the other parties' name.

105. The parties shall be restrained from dissipating, transferring or in any way disposing of marital assets or accounts during the pendency of this matter, without a written agreement by the parties or further order of the court.

MISCELLANEOUS

106. Nadya may, at her election, be restored to her former maiden name of "Lafferty."

107. No dispute arising from or related to the *Decree of Divorce* shall be presented to the Court without a good faith attempt by both parties to resolve the issue through mediation or

another mutually agreeable method of dispute resolution.

108. If any dispute arising from or related to the *Decree of Divorce* is submitted to the Court, the prevailing party may be awarded his or her attorney fees and costs associated with prosecuting or defending the dispute.

*****END OF DOCUMENT**

COURT SIGNATURE AND DATE APPEAR AT TOP OF FIRST PAGE***

APPROVED AS TO FORM:

Dated: May 14th, 2026

/s/ Eric Borst
ERIC BORST
Respondent – Pro Se

**Electronically signed by
Joanie K. Low with permission
of Eric Borst*

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above Order was served by being emailed on the 13th day of May 2026 to the following parties. Notice of objections to this Order must be submitted to the Court and counsel within seven (7) days after service. Shall no objections to this Order be submitted to the Court and counsel within seven (7) days after service, this Order shall be presented to the Court for entry and signature.

ERIC BORST
Respondent – Pro Se

JR LAW GROUP, PLLC

/s/ Joanie K. Low

Joanie K. Low
Attorney for Nadya Borst

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of May 2026, I caused a true and correct copy of the foregoing proposed **DECREE OF DIVORCE** to be served on each of the following by the method indicated below:

E-MAIL:

ERIC BORST
Respondent – Pro Se
eric_borst@yahoo.com

JR LAW GROUP, PLLC

/s/ Owen Kendall

OWEN KENDALL
Paralegal for JR Law Group, PLLC