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

In the Matter of the Marriage of,
MICHELLE LYNN SPEAR, Petitioner,
and
ANDREW ARTHUR SPEAR, Respondent.

DECREE OF DIVORCE

CIVIL NO. 234402899
JUDGE THOMAS LOW
COMMISSIONER MARLA SNOW

WHEREFORE, the Court having entered its *Findings of Fact and Conclusions of Law*,
after a trial that commenced on April 21, 2026, and April 23, 2026, in front of the Honorable
Judge Thomas Low, the Court hereby,

ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

ADMINISTRATIVE PROVISIONS

1. This Court's exercise of jurisdiction is proper under, among other authorities, U.C.A. §78A-5-102 (general jurisdiction of district courts), U.C.A. § 81-4-405 (general authority of district courts respecting divorce actions), U.C.A. § 81-8-101 et seq. (the Uniform Interstate Family Support Act ("UIFSA")), and U.C.A. § 81-11-101 et seq. (the Uniform Children Custody Jurisdiction & Enforcement Act ("UCCJEA")).
2. Michelle was a bona fide resident of Utah County, State of Utah, for at least three (3) months prior to the filing of this action.
3. Andrew is a bona fide resident of Utah County, State of Utah, and has been for at least

three (3) months prior to the filing of this action.

4. Andrew and Michelle were married on November 11, 2015, in Orange County, California.

5. The parties are granted a divorce based upon their irreconcilable differences.

6. No children were born as a result of the parties' marriage.

REAL PROPERTY

7. The parties own real property located at 1972 Teton Drive, Provo, Utah 84604 (hereinafter "Marital Home").

8. The Marital Home shall be sold, and the net proceeds shall be divided equally between the parties. Until the Marital Home is sold, Michelle shall be responsible for maintaining the mortgage obligation associated with the Marital Home, and Andrew shall be responsible for maintaining the payments for the Home Equity Line of Credit ("HELOC").

9. In the event that Andrew elects to make improvements to the Marital Home for the purpose of increasing its market value prior to the sale, Andrew shall be reimbursed from the proceeds of the sale for the cost of such improvements. However, if any improvements delay or otherwise impede the sale timeline set forth in ¶ 10 below, Andrew shall assume responsibility for the mortgage payments on the Marital Home during any period of delay. Any mortgage payments made by Andrew shall not be reimbursed from the sale of the Marital Home.

10. The parties shall have seven (7) days to agree upon a realtor to facilitate the sale of the Marital Home. In the event the parties are unable to reach an agreement, each party shall submit two (2) proposed realtors to the Court, from which the Court shall randomly select a realtor. Once a realtor has been selected or agreed upon, the parties shall engage the realtor within three

(3) days. The Marital Home shall thereafter be listed for sale as soon as reasonably practicable in accordance with the realtor's recommendations.

11. HELOC. The Court finds that the HELOC was obtained in late 2020 or early 2021, during the marriage, and that the parties remained married for several years thereafter. The Court further finds that the HELOC proceeds were expended shortly after the line of credit was obtained and that the evidence presented at trial demonstrated that the funds were utilized for marital and family-related expenses. Accordingly, the HELOC shall be satisfied from the proceeds of the sale of the Marital Home.

PERSONAL PROPERTY

12. Each party shall be awarded the vehicles currently in their own possession.

13. Andrew shall be awarded the tools, safe, firearms, and camping gear from the Marital Home.

14. Andrew shall be entitled to do a walk-through of the Marital Home and take an inventory of any remaining personal property in the Marital Home. This shall be done within thirty (30) days.

15. The parties shall divide the remaining personal property as they can agree. If the parties cannot agree on the division of personal property, then the parties shall make one list of the remaining personal property, with each party then selecting one item of personal property until the division has been completed, with Michelle choosing first.

16. Any personal property obtained by either party after separation shall remain that party's sole property.

TAXES

17. The parties shall file their taxes separately from 2023 onward and shall hold each other harmless therefrom.

FINANCIAL ACCOUNTS

18. Michelle shall be awarded the bank and financial accounts in her name, including the funds therein.

19. Andrew shall be awarded the bank and financial accounts in his name, including the funds therein.

20. **HSA.** The Court finds that, as of July 2023, the parties' HSA account had a balance of \$2,395.12. Michelle is awarded one-half of that balance, or \$1,197.56. The Court further awards Michelle the entirety of the current balance of the HSA account, totaling to \$8,593.00. Accordingly, judgment shall be entered in favor of Michelle and against Andrew in the total amount of \$9,790.56. Upon payment of the judgment, Andrew shall be awarded the HSA account free and clear of any claim by Michelle.

DEBTS

21. Michelle shall assume all debt and credit card debt in her name.

22. Andrew shall assume all debt and credit card debt in his name.

23. Each party shall hold harmless and indemnify the other party from all claims related to any debt he, or she, assumes.

24. Each party shall be responsible for one-half of the tax debt that was owed at the time of their separation. The parties shall receive a credit for any amount they have paid since their separation. If the parties cannot resolve this issue, they may request a hearing for the Court to determine how this debt is paid.

RETIREMENT ACCOUNTS

25. The Court finds that the parties were profoundly separated when they did separate, and orders the division of Andrew's Fidelity Delta 401(k) account as of September 1, 2023.

26. Accordingly, Michelle is awarded one-half of Andrew's Fidelity Delta 401(k) account as of September 1, 2023. Thereafter, Andrew is awarded his Fidelity Delta 401(k) and the remaining balance.

27. The parties are awarded any other retirement accounts held in their own name.

ALIMONY

28. Michelle is awarded alimony from Andrew for 7.5 years, commencing September 1, 2023.

29. Andrew shall pay alimony to Michelle for the period of September 1, 2023, through October 31, 2024, in the amount of \$1,311.00 per month, which was the amount previously ordered by the Commissioner. Accordingly, judgment shall be entered in favor of Michelle and against Andrew in the amount of \$18,354.00, representing fourteen (14) months of unpaid alimony at \$1,311.00 per month.

30. Beginning May 1, 2026, and continuing for fifty-two (52) months thereafter, Andrew shall pay Michelle alimony in the amount of \$1,420.00 per month.

31. Alimony shall terminate upon the expiration of the alimony period, Michelle's cohabitation, Michelle's remarriage, or the death of either party.

MISCELLANEOUS

32. Each party shall be ordered to assume the costs of his, or her, own attorney's fees.

33. Michelle is entitled to return to her maiden name of "Elasser" should she so choose.

*****END OF ORDER*****

[SIGNATURE OF COURT TO APPEAR AT THE TOP OF PAGE ONE]

APPROVED AS TO FORM:

Spencer Thomas
Attorney for Petitioner

NOTICE

Please take notice that pursuant to Rule 7, of the Utah Rules of Civil Procedure, a copy of the foregoing document has been served to you in accordance with the Certificate of Service served concurrently herewith. This document will be signed and entered by the Court unless objected to within seven days from the date on the Certificate of Service. Any objections must be filed prior to that time and served upon counsel.

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd Day of June 2026, I personally served a true and correct copy of the foregoing DECREE OF DIVORCE via Email to:

Spencer Thomas
spencer@esplinweight.com
Attorney for Petitioner

/s/ Nicole Wiley
Nicole Wiley
Paralegal to Jacob K. Arijanto