

Azure MaKell Goertzen
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FILED
JUL 01 2026
4th DISTRICT
STATE OF UTAH
UTAH COUNTY

Petitioner Pro Per

**IN THE FOURTH DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH, PROVO DIVISION**

AZURE MAKELL GOERTZEN,

Petitioner

v.

BENJAMIN MACGREGOR GOERTZEN,

Respondent.

DECREE OF DIVORCE

Case No.:
264400955

Judge:
Griffin

Commissioner:
Snow

This matter came before the Court on the Verified Petition for Divorce filed by Petitioner, Azure MaKell Goertzen, pro per. The Court, having reviewed the Petition, the Findings of Fact and Conclusions of Law entered herein, and being fully advised in the premises, hereby enters the following Decree:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

- 1. Divorce Granted.** A divorce is hereby granted to Petitioner, Azure MaKell Goertzen, from Respondent, Benjamin MacGregor Goertzen. The bonds of matrimony heretofore existing between the parties are hereby dissolved and held for naught, effective upon entry of this Decree.
- 2. No Minor Children.** The parties have no minor children born of or adopted during the marriage. No orders regarding custody, parent-time, or child support are necessary.
- 3. Real Property.** The parties did not acquire any real property during the marriage. No real property orders are necessary.
- 4. Personal Property.** The parties' personal property shall be divided as follows:
 - a. **Petitioner** is hereby awarded:

- Two (2) cats — Arlo and Saint
- All items of personal property currently in her possession

b. **Respondent** is hereby awarded:

- The 2023 Kia Soul (financed and titled in the name of Kevin D. Goertzen)
- All items of personal property currently in his possession

Each party shall cooperate in the transfer of any item of personal property necessary to implement this division.

5. Debts.

a. **Student Loan Debt — Respondent's Tuition (\$8,005.00).** Respondent shall be solely responsible for and shall timely pay the \$8,005.00 portion of the student loan used for his own tuition and educational expenses. Respondent shall hold Petitioner harmless from any liability therefor.

b. **Student Loan Debt — Petitioner's Tuition (\$2,901.00).** Petitioner shall be solely responsible for and shall timely pay the \$2,901.00 portion of the student loan used for her own tuition and educational expenses. Petitioner shall hold Respondent harmless from any liability therefor.

c. **Student Loan Debt — Marital Living Expenses (\$7,884.00).** This portion of the student loan shall be allocated 50% to each party (\$3,942.00 each). Petitioner shall pay to Respondent an equalization payment for her share of the marital living expenses debt, as set forth in Paragraph 5(e) below.

d. **Student Loan Interest (\$1,800.42).** Respondent shall assume all current and future interest on the student loans. Petitioner shall have no liability for any interest accruing on the student loans.

e. **Equalization Payment.** Petitioner shall pay to Respondent a total of Six Thousand Eight Hundred Forty-Three Dollars (\$6,843.00) as an equalization payment for Petitioner's share of the student loan debt used for her tuition and marital living expenses. Said payments shall be made as follows:

- Minimum payment of Two Hundred Dollars (\$200.00) per month
- Payments begin April 15, 2026
- Due on the 15th of each month until paid in full
- Payments to be made via Venmo, bank transfer, or another method mutually agreed upon in writing by the parties
- Each party shall retain records sufficient to confirm receipt of payments

f. **Discover Credit Card (Account #**4850) — \$1,289.57.** Petitioner, Azure MaKell Goertzen, shall assume the entirety of this debt and shall timely pay the same. Petitioner shall hold Respondent harmless from any liability therefor.

g. **2023 Kia Soul — Payoff: \$15,590.22.** The 2023 Kia Soul, currently financed and titled in the name of Kevin D. Goertzen, shall remain with Respondent. Respondent shall assume all future loan payments and shall hold Petitioner harmless therefrom. Petitioner hereby relinquishes any and all interest in the vehicle. Both parties shall execute any documentation necessary to effectuate this transfer of interest.

h. **2019 Subaru Impreza — Payoff: \$11,000.00.** The 2019 Subaru Impreza, currently financed and titled in the name of Joshua Cluff, shall remain with Petitioner. Petitioner shall assume all future loan payments and shall hold Respondent harmless therefrom. Respondent hereby relinquishes any and all interest in the vehicle. Both parties shall execute any documentation necessary to effectuate this transfer of interest.

i. **No Other Debts.** Neither party is aware of any additional marital debts. Should any additional debts from the marriage be discovered, each such debt shall be the sole responsibility of the party who incurred it, and that party shall hold the other harmless therefrom.

6. Spousal Support. Neither party is awarded spousal support or alimony. This provision is non-modifiable.

7. Retirement Accounts. The parties have no retirement accounts or retirement funds. No division of retirement assets is necessary.

8. Restoration of Name. Petitioner's former name of Azure MaKell Cluff is hereby restored. Petitioner may use this Decree as authority to update her name with all government agencies, financial institutions, and other entities.

9. Execution of Documents. Both parties are ordered to sign and fully execute any and all documents necessary to implement the provisions of this Decree, including but not limited to any documents required to transfer title, assign interests, or complete the debt allocations set forth herein.

10. Rule 26.1 Compliance. The parties shall comply with Rule 26.1 of the Utah Rules of Civil Procedure, including full disclosure of Financial Declarations with required attachments. Respondent shall deliver his Financial Declaration to Petitioner within twenty-eight (28) days of Petitioner's first disclosure or within twenty-eight (28) days of Respondent's first appearance, whichever is later. Petitioner shall deliver her Financial Declaration to Respondent within fourteen (14) days of Respondent's first Answer.

11. Hold Harmless. Each party shall indemnify and hold the other harmless from any debts, liabilities, or obligations assigned to them under this Decree. In the event either party is required

to pay any debt assigned to the other party herein, the paying party shall be entitled to seek reimbursement and reasonable attorney fees from the defaulting party.

12. General. This Decree of Divorce shall become absolute and effective immediately upon entry by the Court. The Court retains jurisdiction to enforce the terms of this Decree.

DATED this 25th day of June, 2026.

BY THE COURT:


District Court Judge
Fourth District Court, Provo Division



APPROVED AS TO FORM AND CONTENT:

PETITIONER:

/s/ Azure Makell Goertzen
Azure MaKell Goertzen, Petitioner Pro Per
Date: May 14, 2026

RESPONDENT:

/s/ Benjamin MacGregor Goertzen
Benjamin MacGregor Goertzen, Respondent
Date: May 14, 2026