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Petitioner's Attorney

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

IN THE MATTER OF THE
MARRIAGE OF

COLIN SEARS,

Petitioner,

&

STEPHANY SEARS,

Respondent.

DECREE OF DIVORCE

Case Number 264401577

Judge Derek P. Pullan

Commissioner Marian Ito

The Court reviewed the parties' Stipulated Petition for Divorce and made Findings of Fact and Conclusions of Law and now enters a Decree of Divorce on the grounds of irreconcilable differences, upon the terms herein.

1. Petitioner is a bona fide bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. Parties resided in the marital relationship in the State of Utah, or the acts complained of by Petitioner were committed by Respondent in the State of Utah; and, therefore, the Court has jurisdiction over Respondent pursuant to Utah Code, Section 78B-3-205.
3. Petitioner and Respondent were married on or about March 25, 2022, in Utah County, Utah and are presently married.

VENUE

4. Venue is proper in this county according to Utah Code, Section 78B-3a-201 because the cause of action arose in this county.

GROUND

5. During the course of the marriage, Parties have experienced difficulties that cannot be reconciled that have prevented Parties from pursuing a viable marriage relationship; therefore, a divorce shall be granted on the grounds of irreconcilable differences.

CHILDREN

6. Parties are the parents of no minor children.

DIVISION OF MARITAL ASSETS

7. **Real Property:** During the course of the marriage, Parties acquired real property located at 3737 N. Deep Water Drive, Eagle Mountain, UT 84005. The home shall be listed for sale by June 9,

2026 or as soon as possible. The Parties shall work together to prepare the home and sell the home as soon as possible. Upon sale, the proceeds of the home shall be applied as follows:

- a. The costs of the sale shall be paid,
- b. The mortgage shall be paid,
- c. The HELOC shall be paid,
- d. The remaining balance of the 2023 Volkswagen ID.4 shall be paid;
- e. The remaining equity shall be equally divided between the Parties, but from Colin's half of the equity, he shall pay the following:
 - i. \$4,500 for Stephany's half of the retirement account;
- f. The remaining equity shall be equally divided between the Parties, but from Stephany's half of the equity, she shall pay the following:

8. Personal Property: Parties shall be awarded personal property as follows:

- a. Personal property acquired during the marriage shall be awarded as the Parties agree. If the Parties cannot agree, the Parties shall be required to attend mediation prior to taking the matter to court.
- b. Each Party shall be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.
- c. Colin shall provide Stephany with \$15,000 to assist with her cost of living expenses while she is getting settled into a new home.

9. Vehicles: Parties shall be awarded vehicles as follows:

- a. Stephany shall be awarded the following vehicles:

- i. The 2023 Volkswagen ID.4. Parties agree that the remaining balance of the loan (\$27,400) shall be paid off in full after the sale of the home. Stephany agrees to retile the car within 30 days after the home has been sold and the remaining balance has been paid.
 - ii. The 2009 Mazda which Colin agrees to retile the vehicle to Stephany Sears and Dallas Facer within 30 days of the Decree of Divorce.
 - iii. The 2012 Nissan Versa
- b. Colin shall be awarded the 2019 Honda CRV.
- c. Each Party shall be responsible for all remaining payments due on the vehicle in their possession.
- d. Colin agrees to pay the auto insurance for all vehicles for 1 year, beginning on the date the Decree is issued. Colin agrees to pay the premium in full semi-annually. After one year, each party shall be responsible for the insurance premiums of the vehicles in their possession.

10. Bank Accounts: Parties shall be awarded their own separate bank accounts and shall remove the other party from those accounts within 30 days of the Decree. The Parties shall split the shared savings accounts with the amount of \$600. Parties shall divide the total amount equally and close the account within 30 days of the divorce being finalized. Parties shall keep the shared Deseret First Credit Union account open for all communal expenses prior to the divorce being finalized. Once Stephany has moved into her new home, Colin shall retain his account and remove Stephany from it.

11. Debts: During the course of the marriage, Parties acquired certain debts and obligations. These debts shall be awarded to the Party in whose name the debt is listed.

12. Retirement Assets: Parties acquired interest in defined contribution plans or defined benefit plans. These plans shall be divided as follows:

- a. Colin Sears's retirement account shall be awarded to him in its entirety. Colin shall pay Stephany half the value (estimated at \$4,500) of the 401k using his half of the home equity to pay out her half of his retirement account.

13. Business Interests: Colin acknowledges that he holds a 0.05% ownership in Medical Review Institute of America. When Colin sells, transfers, or otherwise disposes of his ownership interest in the Medical Review Institute of America, the Parties agree to the following compensation in terms of Stephany:

- a. If the total valuation of Colin's ownership at the time of the Transaction is an amount up to and including \$250,000, Colin shall pay to Stephany an amount equal to twenty percent (20%) of such valuation.
- b. If the total valuation of Colin's share evaluation exceeds \$250,000, Colin shall pay to Stephany: 20% of the first \$250,000 of valuation; and 11% of any valuation amount in excess of \$250,000.

14. Pets: Stephanie shall take Charlie (dog), Paul (cat), and Miles (cat). Colin shall take Lucy (cat) and Cleo (cat).

ALIMONY

15. Stephany has need of alimony as she was the primary caregiver for the Parties' children during the marriage.

- 16.** The Court shall order alimony based on Utah Code Ann. §81-4-502.
- 17.** Colin shall pay Stephany alimony for a period of 3 years.
- 18.** The amount of alimony paid shall be as follows:
- a. Year 1: Month 1: \$2,500 paid in full. Months 2-12: payments of \$1,250 twice a month (or three times if there are more than 2 pay periods in the month) at the time of Colin's pay period.
 - b. Year 2: Colin shall pay \$1,500 a month using the same delivery method and payment schedule as listed above.
 - c. Year 3: Colin shall pay \$1,000 a month using the same delivery method and payment schedule as listed above.
- 19.** Alimony shall begin once Stephany has relocated to her new home.
- 20.** Colin shall pay the first month of alimony as a lump sum and then all following months shall be paid at each of Colin's pay periods (every other week) in which he shall pay half the amount agreed upon in each payment. If colin is paid more than 2 times in a month, he shall pay the additional support to Stephany.
- 21.** Parties shall have the funds bank transferred from Colin's account to Stephany's account.
- 22.** Colin shall have the option to pay the remaining alimony as a lump sum at any point.

HEALTH INSURANCE AND MEDICAL EXPENSES

- 23.** The parties agree to file a petition with the court o obtain a court order allowing Stephany Sears and Dallas Facer to remain on Colin Sears' health insurance for one year. Stephany agrees to be removed from his policy after the one-year duration has concluded. If the petition is not granted, parties shall discuss available options and create a plan that works for them.

24. Parties agree that Colin shall pay for Stephany's continuation of TMS Therapy. Stephany has 24 sessions remaining, each costing \$100 for a total of \$2,400. Colin agrees to pay this amount after each session. Parties agree that Colin shall pay for these sessions by deducting \$2,400 from his portion of the home sale.
25. Colin agrees to maintain his current life insurance with Stephany as the beneficiary until the spousal support amount or duration has concluded.

MUTUAL RESTRAINING ORDERS

26. Parties shall not harass or threaten each other.
27. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they shall remove Minor Children from circumstances in which violations are occurring.
28. **Violation of the Decree:** Shall a successful enforcement action occur, the violating party shall pay attorney's fee's necessary to enforce this Decree.

MISCELLANEA

29. Colin shall pay both parties' phone bills through December 31, 2026. Stephany agrees to retain her own plan and payments beginning January 1, 2027.
30. Colin shall contribute to school supplies/expenses for Dallas Facer for the Fall 2026 semester up to the amount of \$300.

CONCLUSIONS OF LAW

1. This Court has jurisdiction over the parties in the above-entitled matter.
2. The parties are entitled to the entry of a Decree of Divorce dissolving the marriage of the parties on the grounds of irreconcilable differences.
3. The terms of the Decree of Divorce comport with the Findings of Fact entered herein.

****End of Order****

**THIS ORDER IS EFFECTIVE WHEN SIGNED AND DATED BY THE COURT ON TOP
OF THE FIRST PAGE OF THIS DOCUMENT**

NOTICE TO THE RESPONDENT

TO: PETITIONER (pro se)

PLEASE TAKE NOTICE that the undersigned, attorney for Respondent, will submit the above and foregoing Findings of Fact and Conclusions of Law to the FOURTH District Court for signature, upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to URCP, Rule 7(j)(4).

Dated June 23, 2026

/s/ Malcolm Lamb
Malcolm Lamb
Attorney for the Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23th day of JUNE 2026, a true copy of the foregoing was served by the method(s) indicated below to following:

Stephany Sears (pro se) Stephanylujan88@gmail.com <i>RESPONDENT</i>	☐ U.S. Mail, Postage Prepaid ☐ Hand Delivered ☐ Overnight Mail ☐ Facsimile ☒ E-File ☒ Email
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Certification is further made that non-public information has been omitted or included per the conventions of Utah Code of Judicial Admin. R. 4-202.09.

/s/ Malcolm Lamb

Attorney for the Petitioner