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Attorney for Petitioner

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

In the matter of the marriage of

MARIANNE HOLMGREN,

Petitioner,

and

DAVID PAUL HOLMGREN,

Respondent.

DECREE OF DIVORCE

Case No. 264500084

Judge Jennifer A Mabey

Based upon Petitioner's Verified Petition for Decree of Divorce, the above-entitled matter, came before the Court. Based upon the Respondent failing to file a timely answer, the default of the Respondent was entered. The Court, having received the Stipulation, having reviewed the file, and having entered the Findings of Fact and Conclusions of Law, hereby ORDERS, DECREES and ADJUDGES as follows:

1. Petitioner is hereby awarded a Decree of Divorce, forever dissolving the bonds of matrimony heretofore existing between the parties, to become final upon signature and entry.

2. The parties have no minor children.

REAL PROPERTY

7. During the course of the marriage, the parties acquired an interest in certain real property located at 13209 N. Alexis Drive, Kamas, Utah (hereinafter the "Marital Home"). The Marital Home is currently listed for sale. Upon the sale of the Marital Home, the parties shall equally divide the net proceeds remaining after payment of all customary and ordinary closing costs, including real estate commissions, title fees, prorated taxes, and any other expenses customarily associated with the sale of the property.

8. During the course of the marriage, the parties acquired an interest in certain real property located at 769 W. Holiday Drive, Kamas, Utah (hereinafter the "Townhouse"). Petitioner shall be awarded the Townhouse as her sole and separate property, subject to the following conditions:

- a. The Townhouse shall be appraised, or the parties shall otherwise mutually agree upon its fair market value.
- b. The equity in the Townhouse shall be determined by subtracting all outstanding liens, encumbrances, and costs necessary to convey title from the agreed-upon or appraised value.
- c. Petitioner shall pay Respondent one-half ($\frac{1}{2}$) of the net equity in the Townhouse within one hundred twenty (120) days of the entry of the Decree.

- d. Upon receipt of his one-half (½) share of the net equity, Respondent shall execute and deliver a Quitclaim Deed conveying all of his right, title, and interest in the Townhouse to Petitioner.

9. During the course of the marriage, the parties acquired an interest in certain real property consisting of an aircraft hangar located in Wasatch County, Utah (hereinafter the "Hangar"). The parties shall obtain an appraisal of the Hangar or otherwise mutually agree upon its fair market value. The equity in the Hangar shall be determined by subtracting all outstanding liens and encumbrances from the agreed-upon or appraised value.

10. Petitioner shall receive one-half (½) of the net equity in the Hangar within one hundred twenty (120) days of the entry of the Decree.

11. The parties shall further establish an irrevocable trust into which the Hangar shall be transferred. The trust shall provide that, upon the death of either party, the surviving party shall become the sole beneficiary of the Hangar and shall receive all right, title, and interest in the Hangar.

VEHICLES

12. During the course of the marriage, the parties acquired certain vehicles, which shall be awarded as follows:

- a. Petitioner shall be awarded the 2023 Audi SQ5, free and clear of any claim or right of Respondent and subject to any indebtedness related thereto.
- b. Respondent shall be awarded the 2019 Subaru Outback, free and clear of any claim or right of Petitioner and subject to any indebtedness related thereto.

PERSONAL PROPERTY

13. During the course of their marriage, the parties acquired various items of personal property, which shall be equitably divided as follows:

- a. Each party shall be awarded his/her own clothing and personal effects and any items acquired prior to the marriage or during the marriage as gift or inheritance.
- b. Petitioner shall be awarded the following items as her sole and separate property, free of any claim or right of Respondent:
 - i. All horse artwork
 - ii. Jewelry
- c. Respondent shall be awarded the following items as his sole and separate property, free and clear of any claim, right, title, or interest of Petitioner, subject to the condition that Petitioner shall receive one-half ($\frac{1}{2}$) of the net value of the items listed below. The value of each item shall be determined by the parties' mutual agreement or, if the parties are unable to agree, by reference to a reputable and objective source commonly used to determine the fair market value of such property.
 - i. Biplane
 - ii. Home built Racer
 - iii. Sporting goods collection.
- d. Any other personal property located in the parties' homes shall be divided equitably between the parties.

FINANCIAL ASSETS/ACCOUNTS

14. During the course of the marriage, the parties acquired various checking and savings accounts, including NFCU Checking Account No. ending in 1700, NFCU Checking Account No. ending in 5068, NFCU Savings Account No. ending in 1007, Chase Bank checking 4130 and Chase Bank Savings Account No. ending in 7966. The parties agree that the funds held in these accounts constitute marital property and shall be divided equally between them. Within thirty (30) days of the entry of the Decree, the parties shall cooperate in transferring and distributing the funds so that each party receives one-half ($\frac{1}{2}$) of the balances existing as of the agreed valuation date.

15. Following the division of the account balances, the parties shall close all joint checking and savings accounts. However, if either party is able to remove the other party's name from an account without closing the account, the parties agree that the party retaining the account may do so, and shall thereafter own the account and all funds deposited therein free and clear of any claim by the other party. Each party shall execute any documents reasonably necessary to remove his or her name from any account awarded to the other party.

16. During the course of the marriage, the parties accumulated various retirement and investment accounts held jointly by the parties include:

- a. Fidelity Joint Account No. ending in 2777.
- b. Accounts held in the name of Petitioner include:
 - i. Fidelity Individual TOD Account No. ending in 1666;
 - ii. Fidelity Traditional IRA Account No. ending in 1698; and
 - iii. Fidelity Individual TOD Account No. ending in 4564.
- c. Accounts held in the name of Respondent include:

- i. Fidelity Rollover IRA Account No. ending in 6369;
- ii. Fidelity Roth IRA Account No. ending in 9979;
- iii. Fidelity Traditional IRA Account No. ending in 0254; and
- iv. Fidelity Traditional IRA Account No. ending in 0040.

17. The foregoing accounts be equitably divided between the parties. To the extent necessary, the parties shall execute any Qualified Domestic Relations Orders ("QDROs"), trustee-to-trustee transfer documents, or other instruments required to effectuate the division of the accounts in accordance with the terms of the Decree.

RETIREMENT ASSETS

18. Respondent receives Veterans Administration (VA) disability benefits. The parties agree that Respondent's VA disability income shall be divided equally between the parties. Respondent shall directly deposit fifty percent (50%) of each VA disability payment received into an account designated by Petitioner within five (5) days of receipt of such payment. Respondent shall continue making such payments until further order of the Court or as otherwise provided in the Decree.

19. Respondent receives Social Security retirement benefits. The parties agree that Respondent's Social Security income shall be divided equally between the parties. Respondent shall directly deposit fifty percent (50%) of each Social Security payment received into an account designated by Petitioner within five (5) days of receipt of such payment.

20. Upon Petitioner becoming eligible for and receiving her own Social Security retirement benefits, the parties shall equalize their combined Social Security income such that each party receives an equal share of the total Social Security benefits received by both parties. If

Petitioner's Social Security benefit exceeds one-half of the combined Social Security income received by the parties, Petitioner shall directly deposit the amount necessary to equalize the parties' Social Security income into an account designated by Respondent within five (5) days of receipt of her Social Security payment. Thereafter, each party shall receive an equal share of the total Social Security benefits received by both parties.

21. The parties agree that the PBGC pension constitutes a marital asset and shall be divided equally between them. To effectuate this division, the parties shall cooperate in the preparation, execution, and submission of a Qualified Domestic Relations Order ("QDRO"), or any other order required by the Pension Benefit Guaranty Corporation ("PBGC"), providing for an equal division of the pension benefits. The parties shall execute all documents and take all actions reasonably necessary to ensure that the PBGC pension benefits are divided equally and in accordance with the terms of the Decree.

22. The Parties were married on February 2, 1985. Their marital status was terminated on as of the date of this Divorce Decree.

23. The parties were married for a period of twenty or more years during which time the Respondent performed at least twenty years of service creditable for retirement eligibility purposes in the military. If the military member was on active duty at the time of this order, Respondent's rights under the Servicemembers' Civil Relief Act, 50 U.S.C App. 501-548 and 560-591, have been observed and honored. This court has jurisdiction over the Respondent by reason of his residence, other than because of military assignment, in the territorial jurisdiction of the court, during the divorce proceeding.

24. The Petitioner as the former spouse is awarded 50 percent of the member's disposable military retired pay.

25. On the date of the decree of divorce, dissolution, annulment or legal separation as stated above, the member's military pay grade (rank) was O5, and the member had 23 years and 4 months of creditable service (per 10 USC 1405).

26. If necessary to effectuate the division of Respondent's military retired pay as provided herein, the parties shall cooperate in the preparation, execution, and submission of a Military Retired Pay Division Order and any other documents required by the Defense Finance and Accounting Service (DFAS) or other applicable agency. The parties shall take all actions reasonably necessary to ensure that the terms of the Decree regarding the division of military retired pay are fully implemented and enforced.

DEBTS AND OBLIGATIONS

27. During the course of the marriage, the parties incurred various debts and obligations, which shall be equitably divided as follows:

28. Any debt not specifically set forth in this Petition shall be the responsibility of the party who incurred it.

29. Any debt incurred after the parties' separation shall be the responsibility of the party who incurred it.

30. Each party shall be ordered to assume and pay the above divided debts and hold the other harmless from liability of said debt(s).

31. Pursuant to Utah Code Ann. §§15-4-6.5, and 81-3-105, the parties shall provide a copy of their final Decree of Divorce to all creditors for any outstanding obligations included in their Decree of Divorce.

ALIMONY

32. Both parties are fully capable of supporting themselves. Therefore, no alimony shall be awarded.

NAME CHANGE

33. Petitioner shall be restored to the use of her maiden name “Atala,” if she so desires.

MUTUAL RESTRAINING ORDER

34. Each party shall be mutually restrained from harming, harassing or threatening each other. The parties shall be mutually restrained from going to each other’s homes or places of business without the prior consent or invitation of the other party except for parent time exchanges.

35. Each party shall be mutually restrained from disposing, transferring or dissipating any joint assets, including personal property, financial accounts and retirement assets during the pendency of this divorce action.

36. Each party shall be mutually restrained from incurring any additional debts or obligations in the name of the other party during the pendency of this divorce action.

MUTUAL COOPERATION

37. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of the Decree of Divorce. If a party fails to execute a

document within 60 days of entry of the Decree of Divorce, the other party may bring an Order to Show Cause or Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure.

ALTERNATIVE DISPUTE RESOLUTION

38. Prior to any Petition being filed to change any provision of this Decree of Divorce, the parties shall attempt to resolve their issues through mediation. ATTORNEY FEES

39. Each party shall be responsible to pay his or her own attorney fees and expenses associated with this divorce matter.

AS ORDERED BY THE ELECTRONIC SIGNATURES OF THE COURT ON PAGE ONE OF
THIS DOCUMENT.

APPROVED AS TO FORM

/s/David Paul Holmgren (digitally signed by David Pedrazas with permission)

DAVID PAUL HOLMGREN

RESPONDENT

CERTIFICATE OF SERVICE

I hereby certify that on July 22, 2026, a true and correct copy of the foregoing was sent via email to the following:

David Paul Holmgren

Respondent

Email: david.holmgren@yahoo.com

/s/David Pedrazas