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Attorney for Jocelyn Maier

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

In the Matter of the Marriage of:

JOCELYN KAYE MAIER,

Petitioner,

and

NICHOLAS JAMES DOCKSTADER,

Respondent.

DECREE OF DIVORCE

Case No. 254402505

Judge: ANTHONY HOWELL

Commissioner: DUSTIN HARDY

THIS MATTER came before the Court on Jocelyn's *Verified Petition for Divorce*, all papers appearing to be in order, and pursuant to the *Stipulation and Settlement Agreement* filed with the Court on July 3, 2026. The Court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now **ORDER, ADJUDGE, and DECREE** as follows:

Divorce

1. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences. The bonds of matrimony are hereby severed.

Marital Home

2. The parties purchased a home and real property located at 1566 S. 2000 E., Spanish Fork, Utah 84660.
3. The marital home shall be sold.
4. Nicholas shall choose three realtors within 7 days of the signing of the *Stipulation*. Jocelyn shall choose one of the three realtors with whom to immediately list the home for sale. Jocelyn shall send the name of her chosen realtor through counsel to Nicholas within seven (7) days of receiving Nicholas's list of three (3).
 - a. No realtor proposed by either party shall be related to either party or have any personal or financial relationship with either party. Any realtor with a conflict shall be replaced with a conflict-free option.
 - b. If there is a relationship between Nicholas and his family and any of the realtors he suggests; he must disclose the relationship to Jocelyn at the same time he provides his list of selected realtors.
 - c. If Jocelyn finds that any of the realtors Nicholas has selected do not qualify under these terms; she may ask Nicholas for a new suggestion or for a new list if more than one realtor is disqualified.
5. The parties shall individually contact the realtor within three (3) days in order to execute any documents necessary to begin the process of listing the home for sale.

- a. Prior to listing the home, the selected realtor shall provide both parties with a written fee schedule detailing all commissions, administrative fees, marketing fees, transaction fees, and any other charges associated with the sale. No additional fees may be added or increased after the listing agreement is signed unless both parties provide written consent.
- b. All realtor communications, offers, and documents shall be provided to both parties in writing immediately upon receipt. No offer shall be accepted without written consent from both parties.
- c. Realtor commissions shall not exceed 6% total. Total seller costs shall not exceed 9% of the sale price unless both parties agree in writing. Any cost over \$500 requires written approval from both parties.
- d. If the home has not received an acceptable offer within 60 days, the parties shall obtain an independent comparative market analysis (CMA) from a neutral realtor not related to either party. The listing price shall be adjusted to the average of the appraisal and the new CMA.
- e. If the home has not sold within 90 days, Jocelyn may select a new realtor from a list of three neutral realtors provided by Nicholas, or the parties may jointly select a new realtor. The home shall be re-listed immediately.

- 6. The home shall be listed for sale as soon as possible.
- 7. The home must be sold at arms length and for fair market value.
- 8. The parties shall equally share the costs of the home sale.
- 9. If the parties are not in agreement, the parties shall accept the advice of their realtor when

considering the listing price, listing date, selling price, and any other recommendations the realtor may have.

10. Time is of the essence; the parties shall respond to requests from the realtor timely and within 24 hours at the latest.

11. The parties agree that the home will not be repaired prior to sale; it will be sold “as is”.

12. Nicholas shall maintain the home in show-ready condition at all times, including cleanliness, access for showings, and compliance with all realtor instructions regarding presentation. Nicholas shall not impede, delay, or refuse showings.

13. Nicholas shall be responsible for any and all utility accounts with charges dated after September 4, 2025. Additionally, Nicholas shall be responsible for all mortgage payments with due dates after September 4, 2025. He shall make all mortgage payments on or before their due date and shall indemnify and hold Jocelyn harmless from any late fees, penalties, or credit consequences resulting from late or missed payments.

14. Nicholas shall pay for half of the \$450 appraisal Jocelyn obtained.

15. The proceeds from the home shall be used to first retire the mortgage; then costs and fees associated with the sale of the home shall be paid; then, the solar loan shall be paid (equally); finally, the net proceeds shall be equally divided between the parties except that from Nicholas’s half, \$225 must be deducted and given to Jocelyn for the cost of the appraisal as detailed above.

Taxes

16. Nicholas shall be entitled to claim 100% of the mortgage interest on his 2025 taxes provided he claims standard deductions on his taxes.

a. The parties shall file their 2026 taxes separately.

- b. The parties shall be separately responsible for any and all tax liability for their separate taxes beginning with the 2025 tax year filings; they shall hold one another harmless.

Debts and Obligations

17. Outside of the obligations related to the home as detailed above, each party shall assume and pay those individual debts held in their own name.
18. Pursuant to Utah Code 30-3-5(2)(c)(ii), the parties shall notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

Personal Property

19. Each party is awarded the personal property currently in their possession.
20. Jocelyn is awarded her vehicle and her motorcycle and Nicholas is awarded his 2007 64 Power Stroke.
21. Jocelyn has received her grandparent's dishes and they are awarded to her as her separate property.
22. Each party being awarded property shall also be responsible for the debt associated therewith and should hold one another harmless thereon.

Financial Accounts / Retirement Accounts

23. Each party is awarded their own investment accounts, bank accounts and all other assets held in their own name, as their separate property, free and clear of any claim by the other party.

Alimony

24. Both parties are gainfully employed and capable of supporting themselves and therefore

neither party shall be awarded alimony now or in the future.

Attorney Fees

25. Each party shall be responsible for his/her own attorney fees incurred in this matter through entry of the Decree of Divorce.

Miscellaneous

26. **Mutual Restraining Order:** Both parties are restrained from making disparaging remarks to one another, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party. The parties shall not enter the residence of the other party without permission from that party. Each party is restrained from posting any disparaging or derogatory stories, pictures, and statements about the other party on any social media sites. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not.

27. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

28. **Delivery of Documents and Duty to Sign Documents:** Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court. Should a party fail to execute a document within 90 days of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

29. Severability: If a provision of the order is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

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

*****ELECTRONIC SIGNATURE(S) OF COURT AT TOP OF FIRST PAGE*****

APPROVED AS TO FORM AND CONTENT:

/s/ Randalee White _____

Randalee White, LPP

Counsel for Respondent, Nicholas

Dockstader

*Electronically signed by Attorney Mosley with
permission via email dated July 17, 2026.*

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of July 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Notification to:

Randalee White (LPP)

Jason M. White

Daniel B. Eyre

Attorney for Nicholas Dockstader

3610 N. University Ave., Ste. 275

Provo, UT 84604

Rwhite@jasonwhitelaw.com

/s/Dena L. Mosley

Dena L. Mosley

Attorney for Jocelyn Maier