

The Order of the Court is stated below:

Dated: August 14, 2026
02:47:30 PM

/s/ DENISE M PORTER
District Court Judge



JASON M. WHITE, NO. 12277
DANIEL B. EYRE, NO. 17207
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Attorneys for Kristie Lin Gerber

IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH
137 N. Freedom Boulevard, Provo, Utah 84601

In the Matter of the Marriage of

KRISTIE LIN GERBER,
Petitioner,

and

TREVOR JAMES GERBER,
Respondent.

DIVORCE DECREE

Case No. 244100144
Judge Denise M. Porter
Commissioner Marla Snow

Petitioner, Kristie Lin Gerber, through her attorney, Daniel B. Eyre, and Respondent, Trevor James Gerber, through his attorney, Mark W. Wiser, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on April 15, 2026 at a trial with Judge Denise M. Porter.

The Court, having found and entered its *Findings of Fact and Conclusions of Law*, and being otherwise fully advised, and for good cause appearing, it is hereby **ORDERED**
ADJUDGED, AND DECREED that:

The parties are granted a divorce on the grounds of irreconcilable differences pursuant to Utah Code Ann. §81-4-405(1)(h).

JURISDICTION AND MARRIAGE STATISTICS

1. **Residence.** The Petitioner was an actual and bona-fide resident of Utah County, Utah for at least three (3) months immediately preceding the commencement of this action.
2. **Marriage Information.** The parties were married on August 13, 1998, in Salt Lake City, Salt Lake County, Utah and are presently married. The parties separated on or about June 26, 2023.
3. **Divorce.** The marriage contract that existed between the parties is permanently dissolved and the parties are hereby awarded a Decree of Divorce.
4. **Minor Children.** There are no longer any custody issues or other issues related to minor children. The last remaining minor child has turned 18 and graduated from high school.

ALIMONY

5. Neither party shall pay alimony to the other. Both parties are capable of supporting themselves and hereby waive alimony both now and in the future.

MEDICAL INSURANCE

6. The parties shall be responsible for their own medical insurance upon entry of the Decree of Divorce herein.

LIFE INSURANCE

7. There shall be no division of any life insurance policy or requirement that either party maintain a life insurance policy.

ASSETS

8. **Marital Home**. During the marriage, the parties acquired a marital home located at 1869 North 800 East, Lehi, Utah 84043. The home mortgage is currently in Trevor's name only, the title is in both parties' names. The equity in the marital home shall be divided equally between the parties via sale or Kristie refinancing and buying out Trevor's one-half of the equity as follows:

- a. Kristie shall complete an assumption or refinance of the mortgage to remove Trevor's name from the mortgage liability and to buy-out Trevor's one-half "net equity" in the marital home by July 1, 2026. The value of the home shall be based on the April 2026 appraisal of \$562,000. In the event of a buy-out, the equity will be defined as the appraised value minus the outstanding balance on the mortgage.
- b. Kristie shall be responsible for making the monthly mortgage payment on-time, and to pay all expenses related to the upkeep, insurance, maintenance, utilities, and taxes for the months of April, May, and June 2026. Kristie shall also be responsible for any closing costs for the refinance of the home.
- c. Based on the mutual agreement of the parties, the parties may put the home up for sale at an earlier date if Kristie cannot refinance before the July 1, 2026 date.
- d. If Kristie is unable to refinance the marital home by July 1, 2026:
 - i. Kristie shall vacate the home by July 1, 2026, and the home shall be immediately listed for sale with a mutually agreed upon realtor.

- ii. No one shall live in the home until the home is sold. All personal property shall be removed, and the home shall be in a saleable, broom-clean condition.
- iii. Starting on July 1, 2026, the parties shall equally divide the monthly mortgage payment, and expenses related to the upkeep, insurance, maintenance, utilities, and taxes.
- iv. Trevor shall provide Kristie with the names of three real estate agents by June 1, 2026 at 5:00 p.m. Kristie shall choose one of the real estate agents by June 15, 2026 at 5:00 p.m. If Kristie does not choose a realtor by June 15, 2026 at 5 p.m., Trevor shall choose the real estate agent. If Trevor does not provide three names by June 1, 2026, Kristie shall choose the real estate agent. When the home is listed for sale, both parties shall cooperate with the realtor in order to sell the marital home as quickly as possible given the realtor's recommendations and market conditions, unless the parties agree in writing not to follow a given recommendation.
- e. The parties have an affirmative duty to cooperate with all sales processes, signing any documents necessary for the refinance, or placing the house for sale. Failing to participate in the sales process could be punishable by contempt of court which is up to a \$1,000 fine and 30 days in jail.
- f. In the event of the sale of the marital home, the proceeds shall be divided as follows:

- i. First, to pay the costs of sale (including agent commissions and closing costs);
- ii. Second, to satisfy the outstanding mortgage balance;
- iii. Third, the remaining proceeds shall be divided equally between the parties.

9. **HVAC System.** The home's HVAC system is no longer working, and a new system needs to be installed. The parties agree to the following regarding the HVAC system:

- a. Trevor purchased the replacement parts for the HVAC system for the home prior to separation. Trevor will return the replacement parts to Kristie.
- b. If the home is sold, the parties will equally divide the cost of the installation of the HVAC system and any other realtor-recommended repairs out of the equity in the home.
- c. If the home is sold to a third party, the HVAC system may need to be replaced prior to the sale. If the realtor lets the parties know that the parties should replace the HVAC system or perform other repairs, Trevor shall provide Kristie with the names of three contractors with bids for the installation of the HVAC system or other realtor-recommended repairs no later than 3 days but as soon as practicable. Kristie shall pick one of the contractors no later than 3 days but as soon as practicable after receiving the names from Trevor. If Trevor fails to provide the names of three contractors with bids within the required three days, Kristie will pick a contractor. If Kristie fails to pick one of the contractors within the required three days, Trevor will pick a contractor.

- d. If Kristie refinances the home, once Trevor has returned the replacement parts to Kristie, she shall accept the house as is and she shall be responsible for any cost of the installation of the HVAC system.

10. **Vehicles**. The parties acquired vehicles during the marriage, which shall be awarded as follows:

1.

<i>Vehicle Description</i>	<i>Awarded to:</i>
Hyundai Tucson	Kristie
Trailer	Trevor
Motor Scooter	Trevor

- a. Each party shall be solely responsible for any debts or obligations associated with the vehicles that they are awarded herein.
- b. Within 15 days of entry of the Decree of Divorce in this matter the parties shall be required to have their own separate auto insurance plan and shall cooperate to make sure that happens.

11. **Personal Property**. Other than that personal property previously listed and listed below, each party shall be awarded as their separate property all personal property currently in their respective possession. All other marital property shall be divided as follows:

- a. Trevor is awarded the following personal property:
- i. His personal laptop computer and portable hard drives;
 - ii. Spider hand puppet (if found);

- iii. Portable air conditioning unit, its associated drop pan, condensate pump, and stand, which were located in the garage;
- iv. The master bedroom TV, Roku adapters, DVD player and associated remote controls and surge suppressors;
- v. Two boxes Trevor filled that contain Christmas decorations from Trevor's parents;
- vi. Bar stools;
- vii. Gun safe;
- viii. Two free standing garage shelves;
- ix. If the home is sold, Trevor may take and have as his personal property any mounted shelving units in the garage that don't sell with the house.
- x. Trevor shall have the first right of refusal to buy any jewelry given to Kristie by Trevor or his parents.

- b. Both parties shall make and exchange copies of any and all digital photographs, videos, etc. of the children in their possession.
- c. Both parties shall make and exchange copies of physical photos, videos, documents, etc. of the children in their possession and equally divide any costs associated with making the copies.
- d. Trevor will provide Kristie with digital copies of their jointly-filed tax returns for the years 2010-2016 that are in his possession.

12. **Bank Accounts.** The parties are awarded any and all bank or financial accounts (together with any funds therein) to the party whose name is on the account.

13. **Retirement Accounts.** During the marriage, Kristie acquired and accrued a retirement account identified as Deseret 401(k) Plan. As part of the overall settlement, Trevor is awarded \$52,515.00 of the Deseret 401(k) plan as of the date April 15, 2026.

14. **Pension.** The Pension shall be divided pursuant to the *Woodward* formula. Trevor's interest in the Plan shall be pursuant to Woodward v. Woodward as follows: The Plan's vesting credit start date is November 1, 2018. The Plan's years of benefit credit is 7 years as of the date April 15, 2026. The number of years accrued during the marriage is defined as 7 years. Trevor's portion of the Plan benefits shall be determined by multiplying one-half of the value of the retirement account by the number of years accrued during the marriage and dividing that by the total number of years accrued. For an example only, if the account value is \$30,000 and the number of years accrued during the marriage was 27 years and the total number of years accrued is 37 years, the nonemployee/nonowner of the account's share would be \$10,945.95 ($\$30,000 \times 1/2 = \$15,000$) ($\$15,000 \times 27 = \$405,000$) ($\$405,000 / 37 = \$10,945.95$).

15. **Business Interest.** Trevor shall be awarded 100% of the business interest in Automated Assembly LLC and all associated income, assets, intellectual property, debts, and liabilities and tax consequences, free from any claim by Kristie.

DEBTS

16. The parties acquired debts during the marriage. The Care Credit Card account is in the name of both parties. Trevor shall be responsible to pay the balance on the Care Credit Card. He shall have 45 days to close the account and provide documentation to Kristie's counsel that the account has been closed and paid in full.

17. Kristie shall pay Trevor an additional \$17,000 to balance the debts.

18. **Other Debts.** Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear.

19. **Joint Debt Limit and Refi Obligation.** No additional amounts of debt may be added to or charged to any debt, credit card, or line of credit that is associated with or in the opposing party's name without his or her written consent. The party assigned to pay for any debt will have an ongoing duty to keep the debt current and to refinance the debt out of the other party's name as soon as possible. Once the debt is paid off, the other party's name shall be removed from the account or the account shall be closed.

20. **Hold Harmless.** Each party will hold the other harmless on the debts ordered to be paid by him or her.

21. **Creditors.** The parties understand that for joint debts upon entering the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors individually.

22. **Notification to Creditors.** Pursuant to Utah Code §15-4-6.5, the party under the obligation to pay a debt shall provide a copy of the parties' Decree of Divorce to all joint creditors of the parties existing at the time of the entry of the divorce and notify the creditors regarding the parties' separate current addresses.

23. **Delinquency in Payments.** If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her

credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

24. **Refinance**. Each party shall offer their best efforts to remove each other from any debts, obligations, loans, etc. by refinance or otherwise and put the loan or obligation solely in their respective name, and to assume responsibility for and release any financial burden from the other party.

FUTURE TAX FILINGS

25. The parties will continue to file their taxes separately.

ATTORNEY FEES

26. Each party shall be responsible for his/her own attorney fees associated with this matter.

MISCELLANEOUS PROVISIONS

27. The parties shall communicate via text or email to accomplish the terms of the Divorce Agreement/Decree.

28. The parties shall conduct themselves in a civil manner in all their dealings with the other party.

29. Both parties shall be ordered to execute and deliver to the other party any documents necessary to implement the provisions of the orders issued by this court. In the event either party fails to comply with any provision of the Decree issued by this Court, the other party may ask the court clerk to execute any documents necessary to ensure compliance with this court's orders and the disobedient party will be responsible for, in addition to any other sanctions the court deems appropriate, the complaining party's attorney's fees and costs.

30. Pursuant to Utah Code §15-4-6.5 the parties are advised that on the entering of a Decree of Divorce or separate maintenance of joint debtors in contract, the claim of a creditor remains unchanged unless otherwise provided by the contract or until a new contract is entered into between the creditor and the debtors individually.

31. **Asset Division/Financial Claims**. This Agreement resolves all outstanding financial disputes between the parties through the date of the trial on April 15, 2026.

MAIDEN NAME

32. Kristie shall be returned to her maiden name of Kristie Lin Benson, should she so desire.

[ORDER IS SIGNED WHEN ELECTRONICALLY STAMPED BY THE COURT ON THE FIRST PAGE]

APPROVED AS TO FORM:

/s/ Mark W. Wiser

MARK W. WISER

Attorney for Trevor James Gerber

Signed with permission from email dated August 6, 2026

CERTIFICATE OF SERVICE

I certify that I caused a true and correct copy of the foregoing Divorce Decree to be served this 3rd day of August 2026, by the method(s) indicated below, to the following:

Mark W. Wiser
Attorney for Respondent
Wiserlaw@gmail.com

Sent via:
☐ U.S. Mail
☐ Hand Delivered
☒ Email
☐ Electronic Filing

/s/ *Bonnie Wilkins*
BONNIE WILKINS
Legal Assistant