

The Order of the Court is stated below:

Dated: August 31, 2026
10:35:47 AM

/s/ ROGER W. GRIFFIN
District Court Judge



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

In the matter of the marriage of:

MICHELE MACIEL,
Petitioner,

vs.

DESIDARIO MACIEL,
Respondent.

DECREE OF DIVORCE

Case No. 264400298

Judge Robert W. Griffin

Commissioner Marian Ito

IN THIS ACTION, the parties, having signed a Stipulation for Divorce (the
“Stipulation”), consenting to the entry of a Decree of Divorce consistent with the terms set forth
in the Stipulation;

NOW THEREFORE, in light of the foregoing; and for good cause appearing;

IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

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

MINOR CHILDREN

2. The parties do not have minor children and none are expected.

3. **Health Insurance.** The parties shall be responsible for their own health insurance upon entry of a Decree of Divorce.

4. **Taxes.** For 2026, and thereafter, the parties will file taxes separately and retain their own refunds or associated debts.

ALIMONY

5. **Alimony.** Neither party is awarded any alimony either now or hereafter.

MARITAL HOME & REAL PROPERTY

6. **Real Property:** The parties previously jointly sold their real property. The parties received a payment for escrow overpayments and HOA overpayments. The Respondent will provide verification documents showing the escrow & HOA reimbursements that were paid to Respondent and then pay the Petitioner her one-half share of the verified funds within 15 days of July 10, 2026.

MARITAL PROPERTY

7. **Property.** The Petitioner is awarded the proceeds from the outstanding funds that were borrowed to the Respondent's cousin as her sole and separate property. The Petitioner is also awarded the parties' cat Louis. The parties have previously divided all other marital property. As a result, both parties are awarded any and all property that is currently in their possession or control.

8. Vehicles. Prior to the marriage or obtained after separation, the parties acquired vehicles. The parties are awarded the vehicles that are currently in their sole and separate names and any associated financial obligations if applicable.

9. Retirement. The Respondent has an STOBG 401(K) retirement account. Within 15 days of July 10, 2026, the Respondent will provide verification documents showing the balance in his 401(K) account prior to the marriage date of March 16, 2024. The verified premarital portion in this account is awarded to the Respondent. The marital portion of the 401(K) account will be divided as follows: The total balance as of the date of the decree (including all current outstanding loans) will be reduced by \$4,444 to reflect the remaining balance on the mutual loan that the parties obtained during the marriage. The remaining balance (including all outstanding loans in the total, minus \$4,444 as explained above) at the time a decree of divorce is entered, will be divided equally between the parties with the exception that the Petitioner is awarded an additional \$5,000 (also valued as of the date of the decree) from the Respondent's share of this account as a global settlement of all financial issues herein.

10. A Qualified Domestic Relations Order(s) ("QDRO's") will be entered by the Court effectuating said awards. Both parties will pay one-half each for the associated costs of any needed QDRO(s) and the Petitioner will initiate that process immediately after a decree of divorce has been entered. The parties will have Rori Hendricks or UtahQDRO.com prepare the QDRO's or some other similarly qualified person as the parties may agree.

11. **Business.** The Petitioner is awarded her haircutting business as her sole and separate property.

12. **Investment / Bank Accounts.** During the course of the marriage, the parties had or obtained investment and/or checking and savings accounts. Petitioner is awarded all accounts that are currently in her separate name. Respondent is awarded all accounts that are currently in his separate name. If the parties have any joint accounts, said accounts will be divided equally and closed as soon as possible.

13. **Undisclosed Assets.** If either party has any other accounts or assets that have not been disclosed herein, the disposition of those discovered assets are reserved.

MARITAL DEBT

14. **Debt.** The Respondent will be fully responsible for the following debts and obligations: \$14,000 of the total balance of the parties' joint Mountain America Credit Union Visa credit card. The Petitioner will be fully responsible for the following debts and obligations: The Home Depot credit card, the Costco Visa credit card, and the remaining balance of the parties' joint Mountain America Credit Union Visa credit card. Both parties will hold the other party harmless on these debts and ensure that the other party is not charged for or negatively affected in any way by the debt of the other party. The parties will cooperate to separate/refi the debt that is in the MACU account and sign whatever documents necessary to separate/refi the debt and remove Respondent's name from the MACU account.

15. Petitioner will be fully responsible for any and all post-separation debts that are currently under her sole and separate name. Respondent will be fully responsible for any

and all post-separation debts that are currently under his sole and separate name. Both parties will hold the other party harmless on these debts and ensure that the other party is not charged for or negatively affected in any way by the debt of the other party.

MISCELLANEOUS

16. Both parties are restrained from speaking derogatorily about the other party on social media or other public forums. The parties will not make disparaging remarks to one another, either verbally, in writing or otherwise. Both parties are mutually restrained from approaching the other parties' residence, from approaching either party within 150 feet, and from harassing, annoying, threatening one another or otherwise bothering the other party. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and have an affirmative duty to use his or her best efforts to prevent third parties from such violations. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

17. The issue of restitution for medical bills and other costs and damages to the Petitioner from the Respondent is reserved for determination in the currently pending criminal case. The Petitioner does not waive any rights or claims to restitution.

18. Petitioner may change her marital name to her maiden name of Jacobson, if or when she may desire to do so.

19. Prior to a Petition to Modify being filed to change any provision of a final decree, the parties must first make a good faith attempt to resolve the issue through mediation,

for which both parties will share the cost equally. This requirement will not apply to enforcement of the Decree of Divorce.

20. Each party will be responsible for his or her own costs and attorney's fees.

21. Each party will execute and deliver to the other party any documents necessary to implement the provisions of the Decree of Divorce entered by the court.

22. Payments. The payment(s) contemplated herein from Respondent to Petitioner will be mailed to Petitioner's residence and shall not be considered communication for purposes of the no-contact or restraining orders in the criminal case.

23. **Findings and Decree** The Court may enter Findings of Fact and Conclusions of Law and a Decree of Divorce consistent with the terms herein.

****END OF ORDER****

****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE****

RULE 7(j) NOTICE

Objections as to the form of this proposed order must be filed within seven (7) days after service. Petitioner will submit this proposed order for entry upon being served with an objection or upon expiration of the time to object.

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of July 2026, I caused the foregoing DECREE OF DIVORCE to be served via email, a true and correct copy thereof, to the following:

Preston B. Day (15408)
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/s/ Darin S. Featherstone