

The Order of the Court is stated below:

Dated: September 02, 2026  
12:46:25 PM

/s/ CHRISTINE JOHNSON  
District Court Judge



**JASON M. WHITE, NO. 12277**

**DANIEL B. EYRE, NO. 17207**

**EVE F. CALL, NO. 20156**

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*Attorneys for Benjamin Dean Duvall*

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**IN THE FOURTH JUDICIAL DISTRICT COURT**

**UTAH COUNTY, STATE OF UTAH**

137 N. Freedom Boulevard, Provo, Utah 84601

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*In the Matter of the Marriage of*

NINA SHIRLEY MANNING

Petitioner,

and

BENJAMIN DEAN DUVALL

Respondent.

**DIVORCE DECREE**

Case No. 264401472

Judge Christine Johnson

Commissioner Marian Ito

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IN THIS MATTER, the parties have signed a Stipulation for Divorce consenting to the entry of a Decree of Divorce consistent with the terms set forth in the Stipulation. The Court, having reviewed the pleadings and the *Stipulation for Divorce*, finds that the Court has jurisdiction to enter a Decree of Divorce. 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).

1.     **Residency.** Petitioner is a bona fide resident of Utah County, State of Utah, and has been for more than three (3) months immediately prior to the filing of this action.

2.     **Marriage Information.** Petitioner and Respondent were married on January 15, 2022 in ALPINE, UTAH, and are presently married. The parties separated on or about November 1, 2025.

3.     **Grounds.** The basis for Petitioner's cause of action is that the parties have experienced irreconcilable differences in their marriage and there is no chance of reconciliation.

4.     **Child(ren).** Petitioner and Respondent have no minor children.

5.     **Alimony.** The parties are capable of providing for themselves and no alimony shall be awarded now or in the future.

6.     **Real Property.** As it relates to the property located at 20 North 300 East, Alpine, Utah, Respondent is awarded sole and exclusive use of the home. Respondent shall be solely responsible for the mortgage, HELOC, utilities, taxes, home insurance, and all other costs of living in the home as of the date of the Stipulation. Within 90 days of the issuance of the Decree of Divorce, Respondent shall assume the mortgage (removing Petitioner's name from the mortgage) and refinance the HELOC (removing Petitioner's name from the HELOC). Petitioner shall sign a Quitclaim deed relinquishing her interest in the real property at the time the HELOC is refinanced and Respondent has assumed the mortgage.

7.     **Personal Property.** The parties shall be entitled to all personal property in their own possession.

8. **Vehicles.** Respondent is awarded the 2004 Lexus, 1982 Camaro and 2017 Indian motorcycle free and clear from any claim from Petitioner. Petitioner is awarded the 2017 Versa Note free and clear from any claim from Respondent.

9. **Debts.** The parties shall keep all debts within their own names and shall hold the other harmless.

- a. Respondent shall assume and pay all marital debt up to the date of separation.
- b. Neither party shall incur any additional liability on joint credit cards or any joint accounts.
- c. **Other Debts.** Each party shall be responsible to pay any other debt he or she individually incurred. If any other joint debts are later discovered and not stated and divided within the Decree of Divorce, the person incurring the debt shall be solely responsible for the payment thereof and shall hold the other party harmless therefrom.

10. **Retirement.** Each party shall be entitled to their own retirement accounts free and clear of any claim from the other.

11. **Financial Accounts.** Each party shall be entitled to their own financial accounts free and clear of any claim from the other.

- a. To equalize the parties accounts, Respondent shall pay Petitioner \$7,500 within (90) days of the entry of the Decree of Divorce.

12. **Health Insurance.** Each party shall be responsible for his and her own health and medical insurance coverage.

13. **Dispute Resolution.** If a dispute arises between the parties, other than an enforcement action, they shall return to mediation prior to filing an action in court. Each party shall equally bear the costs of any future mediation.

14. **Attorney's Fees and Costs.** Each party shall be responsible for his/her own attorney fees associated with this matter.

15. **Cooperation.** Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, and to cooperate in every other way necessary or proper to ensure that the Decree of Divorce is fully satisfied.

16. **Miscellaneous.** 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.

17. **Mutual Restraining Order.** Both parties shall be temporarily and permanently restrained from bothering, harassing, annoying, threatening, or harming the other at the other's place of residence, employment or any other place.

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

APPROVED AS TO FORM:

/s/ Scott Charlier  
SCOTT CHARLIER  
Attorney for Petitioner

Signed with permission from email dated August 12, 2026

## CERTIFICATE OF SERVICE

I certify that I caused a true and correct copy of the foregoing Divorce Decree to be served this 11<sup>th</sup> day of August 2026, by the method(s) indicated below, to the following:

Scott Charlier  
Attorney for Nina Shirley Manning  
charlierlaw@gmail.com

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

/s/ Bonnie Wilkins  
BONNIE WILKINS  
Legal Assistant