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| IN THE FOURTH JUDICIAL DISTRICT COURT<br>IN AND FOR UTAH COUNTY, STATE OF UTAH                                                            |                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| in the matter of the marriage of:<br>KAHIAU MAKALEHA GONSALVES,<br><br>Petitioner,<br><br>v.<br>SAXSEN KIYOSHI SHIIRA,<br><br>Respondent. | <b>DECREE OF DIVORCE</b><br><br>Case No. 264402629<br><br>Judge: Ryan P.C. Stack<br><br>Commissioner: Dustin Hardy |

The Petitioner having filed a Petition for Divorce against the Respondent and the Respondent having been properly served and the parties having reached a final resolution by filing a Stipulation resolving all issues; and the Court having previously entered its written Findings of Fact and Conclusions of Law,

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED AND DECREED AS FOLLOWS:

1. Residency: Petitioner and Respondent are bona fide residents of Utah County, State of Utah and has been for at least 3 months prior to the filing of this action.
2. Marriage Statistics: Petitioner and Respondent were married on December 31, 2020 in Kauai, Hawaii and are presently married. The parties separated on or about August 25, 2025 and have lived separate and apart since that time.
3. Grounds: Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship.
4. Children: There have been no children born as issue of this marriage.
5. Real Property
  - a. Kahiau shall be awarded the parties' marital property located at 3852 West 1850 North Unit 302 Lehi, Utah 84043 (UNIT 302, BUILDING M, PLAT M, THE EXCHANGE IN LEHI, PHASE 13 CONDOS. AREA 0.029 AC.) free and clear of any claim, right, title, or interest of Saxsen.
  - b. Saxsen shall be fully divested of any legal or equitable interest in the marital property and shall execute a Quit Claim Deed within 30 days of entry of the Decree.
  - c. Kahiau shall be authorized to record the Quit Claim Deed and any related transfer documents with the appropriate county recorder's office without the need for further action, consent, acknowledgement, or cooperation from Saxsen and such recordation shall be legally effective for all purposes.

- d. Kahiau shall assume full responsibility for all liabilities associated with the property.
  - e. Both parties shall fully cooperate in good faith in executing any and all documents and all actions reasonably necessary to effectuate the transfer and recordation of the Marital Property.
6. Debt. The parties shall each pay any debt in their own name including their student loans. Any debt not disclosed herein shall be the responsibility of the party who incurred it. The parties' debts are as follows:

| Debt          | Party Responsible |
|---------------|-------------------|
| Toyota Tacoma | Saxsen            |
| Ford Fusion   | Kahiau            |

7. Personal Property. During the course of the marriage, the parties acquired various items of personal property, which shall be divided between the parties in a fair and equitable manner, as follows:
- a. Each party shall be awarded his/her own clothing, jewelry, personal effects and any items acquired prior to the marriage or during the marriage as a gift or inheritance.
  - b. Each party shall be awarded any other items of personal property already in their possession.
8. Financial & Retirement Accounts.
- f. The parties shall each be awarded any bank account in their own name.

- g. Kahiau shall be awarded her retirement-based accounts including any stock options.
  - h. Saxsen shall be awarded his retirement-based accounts including any stock options.
  - i. The parties shall close any account they hold jointly, including but not limited to: bank accounts and credit cards, within 30 days for the entry of the Decree.
9. Alimony. The parties are each capable of providing for their own needs and there shall be no alimony awarded.
10. 2025 Taxes. The parties have jointly filed their 2025 taxes and there is no refund or outstanding federal or state tax debt.
11. Mutual Restraining Order: 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.
12. 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.
13. Documents: Both parties shall sign whatever documents are necessary to implement the Decree of Divorce.
14. Attorney's Fees and Costs: So long as this matter remains uncontested, each party shall be responsible to pay his or her own attorney's fees and expenses associated with this

matter. In the event that this case becomes contested, Respondent shall be obligated to reimburse Petitioner for her attorney fees and costs associated with this divorce action.

APPROVED AS TO FORM:

/s/Saxsen K. Shiira

Permission via email on 8/27/26

Saxsen K. Shiira

Respondent

**Order becomes effective on the date when electronically signed by the Court on the top of the first page.**