



AMY L LIVINGSTON (11068)
MARCO BROWN (13156)
BROWN FAMILY LAW, LLC
8915 S. 700 E., Ste 203
Sandy, UT 84070
Tel: 801.685.9999
Fax: 800.299.1016
amy.l@brownfamilylaw.com
Petitioner Attorney

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

IN THE MATTER OF THE MARRIAGE
OF

KATHLEEN B MITCHELL,

Petitioner,
&

HOWARD REESE MITCHELL,

Respondent.

DECREE OF DIVORCE

Case No. 264402774

Judge Thomas Low

Commissioner Marian Ito

Petitioner, Kathleen B Mitchell ("Kathy") through her attorney, Amy L Livingston, and Respondent, Howard Reese Mitchell ("Reese"), pro se, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on 8 September 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

PROVISIONS REGARDING JURISDICTION

2. Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.

3. Parties resided in the marital relationship in the State of Utah, or the acts complained of by Petitioner were committed by Respondent in the State of Utah; and, therefore, the Court has long-arm jurisdiction over Respondent pursuant to Utah Code, Section 78B-3-205.

4. Petitioner and Respondent were married on 07 July 1978 in Idaho Falls, Bonneville, Idaho and are presently married.

PROVISION REGARDING VENUE

5. Venue is proper in this county according to Utah Code, Section 78B-3a-201 because the cause of action arose in this county and Respondent resides in this county.

PROVISION REGARDING GROUNDS

6. During the course of the marriage, Parties have experienced difficulties that cannot be reconciled that have prevented Parties from pursuing a viable marriage relationship; therefore, a divorce shall be granted on the grounds of irreconcilable differences.

PROVISIONS REGARDING PARTIES' CHILDREN

7. There are no minor children born as issue of this marriage.

PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

8. Parties shall abide by the following mutual restraining orders:

A. Parties shall not harass or threaten each other.

B. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations.

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

9. If there are any debts, the debt shall be the responsibility of Party incurring the debt.

A. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

B. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.

C. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

D. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded

under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

PROVISIONS REGARDING PERSONAL PROPERTY

10. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:

A. Parties shall be awarded vehicles as follows: (1) Kathy shall be awarded the 2024 Kia Seltos and (2) Reese shall be awarded the 2015 Toyota Tacoma. Each Party shall be responsible for all remaining payments due on the vehicle in their possession. Each Party shall remove other Party's name from the vehicle insurance policy as soon as practicable. Each Party shall remove other Party's name from the vehicle's title as soon as practicable. Each Party shall refinance the vehicle into his or her own name within ninety days of the entry of the Decree of Divorce. If Party is unable to refinance the vehicle within ninety days, then the vehicle shall be immediately placed for sale.

B. Parties shall be awarded half of the value of any joint bank accounts on the date of the separation. Parties shall be awarded the bank accounts in their own name.

C. Each Party shall be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

D. Parties shall duplicate any desired family pictures and videos, so each Party has a copy. Parties shall share the costs of duplication equally.

E. The remaining personal property shall be divided as Parties agree. If Parties cannot agree to a personal property division, Parties shall attend mediation.

PROVISIONS REGARDING REAL PROPERTY

11. During the course of the marriage, Parties acquired real property located at 2121 N 300 West, Lehi, Utah 84043 legal description: Lot 20, Plat B Country Manor Estates Subdivision Area 0.245 AC. Reese shall be awarded sole possession and control of the home and shall be solely responsible for mortgage payments and all other financial obligations regarding the real property.

A. Reese shall refinance all mortgages on, and transfer all obligations related to, the real property into his own name within one year of entry of the Decree of Divorce.

B. If Reese is unable to refinance the real property within one year of entry of Divorce Decree, the real property shall be immediately listed for sale, and the equity divided

equally between Parties after all obligations and debts associated with the real property have been paid.

PROVISIONS REGARDING ALIMONY

12. Currently Reese receives \$2175.00 each month in social security and Kathy receives \$1459.00 each month. The difference in their current payments is \$716. Reese shall be ordered to pay Kathy alimony in the amount of one half the difference in social security payments per month for the length of the marriage. Currently one half the difference is \$358.00. This number shall be reviewed each January and adjusted so Kathy is receiving one half the difference. Alimony shall end if Kathy cohabits or remarries, or if one Party dies.

PROVISIONS REGARDING PENSION AND RELATED ASSETS

13. Parties have acquired interest in defined contribution plans or defined benefit plans, including, IRA accounts and Trust accounts.

A. Regarding defined contribution plans (e.g., 401(k), IRA, annuity), Parties shall divide the marital share of those plans. Marital share shall be defined as all plan contributions made, and all increases and decreases in plan value experienced, during Parties' marriage. Conversely, Party who accrued the non-marital shares of those plans shall be awarded 100% of those non-marital shares. Non-marital share shall be defined as all plan contributions made, and all increases and decreases in plan value experienced, before Parties' marriage. In

lieu of receiving any equity in the real property, Kathy shall receive 71% of the investment accounts and Reese shall receive 29%.

B. Regarding defined benefit plans, (e.g., employer pension), those plans shall be divided pursuant to the Woodward formula found in Woodward v. Woodward, 656 P.2d 431 (Utah 1982).

C. Parties shall divide the cost of the Qualified Domestic Relations Order(s) (QDRO(s)) evenly.

PROVISIONS REGARDING MISCELLANEA

I. ATTORNEY'S FEES.

14. Each Party shall be Ordered to assume his or her own costs and attorney's fees incurred in prosecuting this action, provided this Complaint is uncontested. If Reese contests this Complaint, he shall be solely responsible for all attorney's fees and costs.

II. OTHER.

15. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

16. Kathy shall be restored to the use of her former name of Kathleen B Willich, if she so chooses.

17. Each Party shall be Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s/ Reese Mitchell
Reese Mitchell
Respondent pro se
(Signed by Amy Livingston with permission obtained via email on 8 September 2026.)

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Reese Mitchell

As authorized by Utah Rule of Civil Procedure 7(j)(4)-(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated 8th day of September 2026.

BROWN FAMILY LAW, LLC

/s/ Amy L Livingston
Amy L Livingston
Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on 8 September 2026 I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Reese Mitchell
Respondent Pro Se
Reesemitchell56@gmail.com

/s/ Idania Blandon

Idania Blandon
Paralegal, Brown Family Law