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**IN THE SECOND DISTRICT COURT
DAVIS COUNTY, STATE OF UTAH**

In the Matter of the Marriage of

Justin Elder,

Petitioner,

and
Haden Karas,
Respondent.

DIVORCE DECREE

Case No. 264700491

Judge: Hon. MICHAEL EDWARDS
Commissioner: JULIE WINKLER

Petitioner, Justin Elder, by and through counsel, hereby submits the following Divorce Decree based on evidence provided in support thereof by the stipulated Settlement Agreement of the parties. The Court, having received, reviewed and entered its Findings of Fact and Conclusions of Law and now being fully advised in the premises, does **HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

DECREE OF DIVORCE

1. **DIVORCE GRANTED**: The parties are hereby granted a Decree of Divorce, thereby severing the bonds of matrimony heretofore existing between the parties. Said Decree is

to become final upon entry in the official records of the clerk of Weber County, State of Utah, automatically and without further action by the parties.

2. JURISDICTION: This Court has jurisdiction over the parties and the subject matter as a result of the following:

a. RESIDENCY: Petitioner was a bona fide resident of Davis County, Utah, for at least three (3) months immediately preceding the commencement of this action.

b. MARRIAGE STATISTICS: Petitioner and Respondent were married on August 8th, 2014 in Seattle, Washington and separated on September 1st, 2024.

3. GROUNDS: During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

4. REAL PROPERTY: The parties acquired one parcel of marital real property during the course of the marriage, located at:

a. 4706 W 1100 S West Point, UT 84015

Said marital real property will be awarded to Petitioner. The Respondent will sign all documents necessary to transfer the real property into the Petitioners' name. The Parties will indemnify and hold harmless on another for all encumbrances, mortgages, or liens placed on real property from all creditors that the parties obtained individually. The Respondent will sign a quit claim deed granting and transferring any and all ownership, equity, and interest to the Petitioner.

5. CHILDREN: There are no children and no child are expected.

6. PROPERTY: There is marital property to be divided; each party shall retain sole ownership of the property currently in their possession except as otherwise agreed. The Respondent shall be awarded the 2022 Ford Bronco Sport and the 1988 Jeep Comanche. The Respondent will assume the loans on the vehicles and remove the Petitioner from any financing, documents, accounts, or other similar effects as soon as possible. The Respondent must refinance and remove Petitioner from any loans related to the vehicles within 1 year from the date of signing. If the Respondent does not or cannot obtain refinancing; and does not or cannot remove the Petitioner from any documents creating obligation for the Petitioner, the Respondent must sale the vehicles and apply any proceeds to the auto loans. The Respondent will hold the Petitioner harmless to any deficiency's, debts, or other obligations relating to these vehicles. The Petitioner shall be awarded all other vehicles.

7. RETIREMENT ACCOUNTS: Upon information and belief, the parties have divided any and all interest in any retirement accounts, any undivided retirement accounts or interest as of the date of the separation shall remain in each prospective party's name.

8. ALIMONY: No future, past, or current alimony should be awarded.

9. DEBTS AND OBLIGATIONS: The parties stipulate that each party will be responsible for the marital debt they incurred during the marriage. The parties stipulate that any debt or obligation will be assumed by the party who retains the asset or use benefit, regardless of if it was incurred jointly. If any martial debt exists of which neither party is familiar, then the party who incurred that debt should pay for that debt. Each party shall be responsible for any debts they may have incurred since the parties' separation. Neither party should hereafter incur any

debts, obligations, or liabilities on the other party's credit or do anything for which the other party may be legally liable. Pursuant to UTAH CODE ANN. 15-4-6.5, the parties should provide to their appropriate creditors notice pursuant to said statute by service of a copy of the Decree of Divorce that the parties; marriage has been Annulled or Divorced and further advise said creditors of their current address to take advantage of said statute that no report of the debtor's repayment practices or credit history may be made regarding the joint obligation after the creditors have notice of the Court's order unless the creditor had made a demand on the debtor for payment because of failure to make payments by the other debtor who is ordered by the Court to make payments. The parties should inform any creditors (of joint obligation) of the allocation of responsibility for payment herein and to keep any such creditors informed of their current addresses for purposes of notification. The parties will hold harmless each other to any creditor. Upon information and belief, the vehicles in the Respondents possession are the only two vehicles with auto loans, and those vehicles shall remain in his possession. Upon information and belief, the auto loans to be refinanced and assumed are with America First Credit Union (Ford Bronco Sport), and Ascent Credit Union)1988 Jeep Comanche). If the Respondents name is on any loan or financial document for those vehicles, the Petitioner shall promptly remove the Respondent. Both parties shall sign all necessary documents related to this provision.

10. **INCOME TAX RETURN:** The parties should file sperate tax returns starting with the 2026 tax year.

11. **COSTS AND ATTORNEY'S FEES:** Each party should pay any fees and expenses for

attorneys they have incurred if this matter is not contested.

12. TEMPORARY RESTRAINING ORDER: Each party is restrained from disposing or changing the character of any of the assets of the marriage other than those expenses necessary for reasonable daily living expenses.

- a. Each party is restrained and prohibited from harassing, making demeaning statements about, or in any other way bothering the other party either at work or at home, through third parties, and in no case, making any damaging statements about the other party.
- b. Each party is restrained from harassing or bothering the other either at home, work or at any other location by any means or through any person whatsoever.

13. HEALTH, ACCIDENT AND DENTAL INSURANCE: The parties should take care of their own insurances.

14. SIGN ALL PAPERS: Each party should be ordered to sign all papers, documents, titles, deeds, etc., necessary to effectuate the transfer of real and personal property by and between the parties as set forth.

15. NOTICE TO CREDITORS: Each party should be ordered to notify all respective creditors regarding the court's division of debts, assignment of payment liabilities and the name and current address of both parties in accordance with Utah Code Annotated § 15-4-6.5.

16. COST OF ENFORCEMENT: The parties stipulate and agree that if either party violates any clause or court order contained within this agreement, the violating party shall be responsible for paying all reasonable attorneys' fees and related costs incurred by the non-violating party in

enforcing compliance with this agreement.

****** The Court's electronic signature and seal will appear at the top of the first page upon
signature and entry by the Court ******

Approved as to content and form.

/s/Justin Elder affixed with permission

Justin Elder Petitioner

Dated: 5/12/2026

Approved as to content and form.

/s/Haden Karas Affixed with Signature on File

Haden Karas

Dated: 5/22/2026