



Kelli J. Larson, Bar #12150

Pearson | Butler

1802 South Jordan Parkway, Suite 200

South Jordan, Utah 84095

Tel: (801) 495-4104

Email: kelli@pearsonbutler.com

Attorney for Janelle Maxwell

IN THE SECOND DISTRICT COURT IN AND FOR DAVIS COUNTY - STATE OF UTAH	
IN THE MATTER OF THE MARRIAGE OF JANELLE MAXWELL, Petitioner, and BYRON JASON MAXWELL, Respondent.	DECREE OF DIVORCE Case No.: 264700013 Judge: Joseph Bean Commissioner: Christina Wilson

The above-captioned matter came on regularly for consideration by the court without hearing. Pursuant to the *Stipulation and Settlement Agreement* a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE:

1. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

Provisions Relating to Debts and Obligations

1. 2. The only jointly held debt is related to the marital home and is addressed below. If any joint debt is discovered in the future, that debt shall be paid by the party that incurred it.

2. 3. Each party is solely responsible for the debts held in his or her separate name. Janelle is solely responsible for the student loans in her name. BJ is responsible for the debt on his Nissan Titan.

3. 4. Each party will indemnify, defend and hold the other party harmless regarding the debts in his or her own name.

Provisions Relating to Personal Property

1. 5. **Vehicles:** Janelle is awarded the 2020 Toyota RAV 4 for which there is no debt. BJ will sign the title over to Janelle within 14 days of May 4, 2026. BJ is awarded the Nissan Titan, subject to the debt thereon. BJ will obtain his own car insurance no later than June 1, 2026.

2. 6. **Personal Property:** Each party is awarded the items in his or her control as separate property, except Janelle is awarded the following items from the marital home:

Vases	1 propane tank	Stock pot lid (she already has pot)
Xbox with controllers, cables	Halloween Décor	½ of the Tomato Cages
Camp Chef	1 propane tank	Napkin Holder

½ of Gardening Hand Tools	Soil Tester	Ankle weights
Strainer Set	Battery powered candles	½ of Black with gold trim dishes
Witches Hat	Apple corer/peeler	Deep fryer
Cloth Ice Packs	Back Buddy	Blue and white cooler
Portable AC Unit with cords and parts	Big purple Yoga Ball	Camping gear in black tub and clear tub
Costco Camp chair	Folding blue camp chair	

Janelle is also awarded the following items, which BJ is not certain of their location. BJ will look for them and provide them to Janelle if they are located. In the event they are not located, then BJ has no further obligation to provide them to Janelle:

Roasting Pan	Young Frankenstein DVD	Wok
Navy blue serving platter	Butterfly/Car Tie Blanket Janelle made in high school	

1. 7. Janelle will come to the marital home to retrieve these items on May 16, 2026 at 2 pm. Janelle will return the garage door opener and key to BJ at that time.

2. 8. **Accounts:** There are no jointly held checking, saving or

investment accounts. Each party is awarded the accounts in his or her name as separate property.

3. 9. **Businesses:** During the course of the marriage, the parties have acquired an interest in a business entity known as Maxwell Massage. Janelle is awarded all right, title and interest in said business entity, including any inventory, assets, or receivables associated with the business, subject to Janelle being responsible for and holding Byron harmless from any payables, encumbrances or other obligations associated with said business.

Provisions Relating to Retirement Accounts

1. 10. **Retirement Accounts:** The parties shall equally divide the balance of BJ's Elevate 401(k) through the date of the divorce. Janelle is responsible for engaging an attorney to prepare and execute a QDRO to divide said account and should do so within three months of entry of the Decree of Divorce in this matter. The parties will be equally responsible for the lawyer fees for preparing and submitting the QDRO. The parties shall equally share any fees assessed by Elevate for the implementation of the QDRO. Janelle is entitled to market gains and losses on her portion of the retirement funds until the account separation occurs.

Provisions Relating to Real Property

1. 11. **Real Property:** During the course of the marriage, the parties have acquired an interest in real property, commonly known as 154 North

575 East, North Salt Lake, UT 84054.

2. 12. BJ is awarded the use and possession of the home. He is solely responsible for timely making the mortgage, utility, tax, and insurance payments on the home. Further, BJ will remove Janelle from the water and sewer bills within 14 days of May 4, 2026. BJ will hold Janelle harmless regarding all obligations on the home.

3. 13. Within 90 days of May 4, 2026, BJ pay Janelle \$45,000.00 as her portion of the equity from the home and as a global settlement. BJ will remove Janelle's name from the mortgage obligation within 1 year of May 4, 2026. In conjunction with receipt of this equity payout and her name being removed from the mortgage, Janelle will execute a quit claim deed in favor of BJ.

4. 14. In the event that BJ has not paid Janelle her equity within 90 days, or in the event BJ has not removed Janelle's name from the mortgage obligation within one year, the home shall be immediately listed for sale with an agreed upon realtor. If the parties cannot agree upon a realtor, Janelle will provide three names to BJ and he will select one within 7 days. In preparing the home for sale, BJ is solely responsible for returning the home to a condition comparable to prior to separation, including but not limited to patching holes in walls. The parties should follow the recommendations of the realtor in setting a listing price and in accepting or rejecting offers. Upon

sale of the home, Janelle will be entitled to \$45,000.00 or one-half the equity whichever is more.

Miscellaneous Provisions

1. 15. **Restraints:** Each party is restrained from bothering, harassing, or annoying the other party. Neither party will go to the other party's residence or place of employment without written permission.
2. 16. **Alimony:** Neither party will be awarded alimony from the other. Each party waives and relinquishes his/her right to claim alimony against the other, now or in the future, regardless of circumstances
3. 17. **2025 Tax Filing:** The parties shall file a joint 2025 tax return. The parties will provide their 2025 tax information to Scott Ivins within 14 days of May 4, 2026. The parties will equally share any tax preparation fees assessed by Scott Ivins. The parties will equally share any state or federal tax refund. Janelle is responsible for any state or federal liability from their joint 2025 filing.
4. 18. **Attorney's Fees:** Each party is responsible for his or her own attorney's fees.
5. 19. **Delivery of Documents:** Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court.

**[END OF COURT ORDER. SEE TOP OF FIRST PAGE FOR COURT
ENDORSEMENT]**

APPROVED AS TO FORM AND CONTENT:

/s/ D. Michael Nielsen

D. Michael Nielsen

Attorney for Byron Jason Maxwell

**Electronically signed with permission given on 6/16/2026*

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL
PROCEDURE**

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Janelle's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of June 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

D. Michael Nielsen

mikenielsonlaw@gmail.com

Attorney for Byron Jason Maxwell

/s/ Tyra West

Tyra West

Paralegal for Kelli J. Larson