



Kenton Walker, #16179
RCG Law Group
 10619 South Jordan Gateway, Suite 100
 South Jordan, Utah 84095
 Tel: (801) 893-2887
 Email: kenton@rcglawgroup.com
Attorney for Carrie Brooks

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

In the Matter of the Marriage of:	DECREE OF DIVORCE
CARRIE BROOKS, Petitioner, and	
STUART SCOTT BROOKS, Respondent.	Case No. 264700420 Judge: David Williams Commissioner: Julie Winkler

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation and Property 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 as follows:

1. Carrie Brooks is awarded a Decree of Divorce from Stuart Scott Brooks on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.
2. Carrie Brooks is a resident of Davis County, State of Utah, and has been for three months immediately prior to filing this action.
3. During the marital relationship, the parties have resided in the state of Utah, and this court has jurisdiction over both parties pursuant to Utah Code 81-4-402.
4. Carrie Brooks and Stuart Brooks were married on July 6, 1996, in Salt Lake City, Utah, and are presently married. The parties currently reside together.

5. There are no minor children born as an issue of the parties' relationship, and none are expected.

6. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship and will be awarded a Decree of Divorce based on the grounds of irreconcilable differences.

DEBTS AND OBLIGATIONS

7. During the course of the marriage, the parties acquired certain debts and obligations. Carrie is unaware of any joint debts. Each party will be ordered to pay the debt(s) in their own name and hold the other party harmless therefrom. If any joint debts are discovered, then the party who incurred the debt will be responsible and liable for it.

8. Each party will assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e., credit cards, student loans, utility bills) incurred by that party after the filing of the instant Petition.

9. Pursuant to Utah Code 81-4-406(4), the parties will notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses within 30 days of entry of the Final Decree of Divorce.

The parties that any debts incurred jointly to pay legal expenses related to this Divorce, will be the sole responsibility of the party incurring the debt.

PERSONAL PROPERTY

10. **Personal Property:** The parties will execute any and all documents necessary to transfer title and ownership of the vehicles awarded herein. Stuart will execute all documents necessary to transfer the Hyundai Tucson and Buick La Crosse into Carrie's sole name, and Carrie will

execute all documents necessary to transfer the Hyundai Sonata into Stuart's sole name. The parties will complete execution of the respective certificates of title and related transfer documentation within 30 days following entry of the Final Decree of Divorce. Thereafter, each party will timely register, insure, and assume sole responsibility for the vehicle awarded to them within 30 days of the Final Decree of Divorce.

11. Secured Debt: Each party being awarded property will also be responsible for the debt associated therewith.

12. Accounts: The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The parties will be awarded the accounts as follows and as more fully described in ***Exhibit 1:***

<i>Account</i>	<i>Approximate Balance</i>	<i>Award To</i>
URS Retirement Pension 3676 Carrie	Unknown	Divide Pursuant to Woodward
URS 401(k) 3676 Carrie	\$21,759.80	Carrie
Key Bank – 9920	\$ to be determined at time of Decree	Divide equally with Stuart to remove his name from account.
URS 401(k) 8268 Stuart	\$426,789.07	Divide Equitably 1 See <i>Exhibit 1</i>
URS Pension 8268 Stuart	Unknown	Divide Pursuant to Woodward
FedEx 401(k) – Vanguard 3111	\$10,029.47	Stuart

13. Personal Belongings: Stuart will leave all property in the home except his personal belongings, his grandmother's chair and clock and any family heirlooms that belong to him from their China hutch, giant toolbox in garage, dresser, bed, nightstand, table and tv located in his bedroom.

14. Businesses: During the course of the marriage, the parties have not acquired an interest in

any business entities.

RETIREMENT ASSETS

15. The parties agree to retain Rori Hendrix to prepare and facilitate the division of the FedEx retirement benefits and the four (4) URS 401(k) and pension accounts through the preparation and implementation of all necessary Qualified Domestic Relations Orders ("QDROs") and/or Domestic Relations Orders ("DROs"). The parties will commence the QDRO/DRO process immediately upon execution of this Stipulation and Settlement Agreement and will provide to Rori Hendrix, within seven (7) days of signing this Agreement, the fully executed Marital Settlement Agreement and all other documents, disclosures, authorizations, and information reasonably requested or otherwise necessary to complete the preparation and implementation of such orders. The parties further agree to provide any additional requested documents or information no later than seven (7) days after such request is made by either party or Rori Hendrix. The parties acknowledge that Stuart's anticipated retirement date from the Granite School District is July 1, 2026, and agree to cooperate in good faith to complete the QDRO/DRO process as expeditiously as possible before that date or as soon thereafter the date as possible.

16. The parties agree that the Stuart's URS pension and Carrie's URS pension will be divided via domestic relations orders based on calculations pursuant to the Woodward formula on the date of entry of a Final Decree of Divorce.

17. The parties will be awarded their share of any retirement accounts, excluding pensions as described herein based on the value of the accounts on June 7, 2026, and as more fully described in *Exhibit 1*.

18. Carrie will be awarded an amount of \$62, 911.33 as of June 7th, 2026, from Stuart's largest 401(k) account, the URS 401(K) account ending in 8268, via a domestic relations order. Carrie's awarded benefit will not be adjusted for gains and losses.

19. The costs and fees associated with preparation and processing of the QDROs and/or DROs will be paid from the parties' joint checking account, unless otherwise mutually agreed in writing.

20. Stuart agrees to maintain Carrie as a designated beneficiary on his Granite School District life insurance policy pending final approval and implementation of the URS pension division by the applicable URS retirement system. Said beneficiary designation will remain in effect until written confirmation of final approval of the pension split and related DRO implementation has been received from URS.

REAL PROPERTY

21. During the marriage, the parties acquired an interest in real property, commonly known as 1402 North 900 East Bountiful, UT 84010, the Marital Home.

22. Carrie will refinance the existing mortgage encumbering the Marital Home solely into her name within ninety (90) days following entry of the Final Decree of Divorce and will thereafter be solely responsible for all obligations associated with said mortgage and property.

23. Stuart will vacate the Marital Home and remove all personal property within 30 days following completion of the refinance of the mortgage into Carrie's sole name. Upon vacating the residence, Stuart will surrender possession of the property to Carrie in substantially clean condition, ordinary wear and tear expected.

24. Until Stuart vacates the Marital home and Carrie completes refinancing or sale of the

marital home, including transfer of title into her name only in the event of a refinance, the parties will split all expenses related to the home such as mortgage, taxes, insurance, maintenance and all utilities equally.

25. The parties agree that the value of the Marital Home will be considered to be \$547,600.00 for purposes of calculating each party's share of equity in the home.

26. Upon completion of the division and distribution of the parties' respective 401(k) accounts, Carrie will pay Stuart the sum of \$123,750.00 as an offset in her award from Stuart's URS 401K ending in 8268. Said payment represents Stuarts agreed-upon share of the equity in the Marital Home, inclusive of an amount intended to account for anticipated tax consequences associated with the division.

27. Stuart will execute any and all documents necessary to effectuate transfer of his interest in the marital residence to Carrie, including but not limited to a Quitclaim Deed. Stuart agrees to appear and cooperate with the closing of the refinance of the Marital Home the day that Carrie schedules closing of the refinance, to execute such documents and facilitate completion of the refinance and transfer. Carrie agrees to provide Stuart notice of the closing time, date and location at least three (3) days prior to its occurrence.

28. In the event any escrow proceeds, mortgage overpayments, lender refunds, or other residual funds associated with the original mortgage are returned following payoff or refinance of the existing loan, the parties will cooperate in endorsing and negotiating such funds within 30 days of receipt, and said funds will thereafter be divided equally between the parties.

29. If Carrie is unable to secure refinancing or assume the loan(s) in the timeframe provided above, then the real property will be sold as soon as reasonably practicable by a realtor of

Carrie's choosing. In the event the real property must be sold, the equity will be awarded to Stuart in the amount of \$123,750.00 as outlined above. All remaining equity, calculated by subtracting any and all expenses of the sale and all mortgages or liens against the property from the sale price of the home will be awarded to Carrie.

MISCELLANEOUS

30. Spousal Support: The parties agree that no spousal support will be awarded to either party.

31. Contingent Property Settlement Award: Only in the event that Stuart does not retire from the Granite School District on or before July 1st, 2026, and begin to receive payments from URS Pension 8268 or he does retire and begins to receive full and undivided payments from the Granite School District pension, URS Pension 8268, and Carrie has not begun to receive her monthly payment from Stuart's URS Pension 8268, the parties agree that Stuart will pay Carrie an amount of \$2,315.50, in lieu of her share of the pension benefit, within 72 hours upon receipt of his benefit payment, per month each month until Carrie begins to receive benefits from Stuart's URS Pension 8268, as described above, or for a period of ten years beginning from the date of entry of a Final Decree of Divorce, whichever term is shorter.

32. Future Income and Assets: Stuart will be awarded , as his separate property, the one time bonus, back pay and Corebridge 403(b) account anticipated to be paid to him from the Granite School District in September of 2026 as long as the parties have executed this Agreement and a Final Decree of Divorce has been entered in this case.

33. Taxes: Both parties will file 2026 taxes separately and not jointly.

34. Restoration of Maiden Name: Carrie's name will be restored to her Full Maiden Name,

if she so chooses.

35. Mutual Restraining Order: The parties will be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

36. Utilities: The parties will reasonably cooperate and execute any documentation necessary to remove the other party's name from all jointly held accounts and services, including but not limited to utility accounts, cable and internet services, streaming subscriptions, cellular phone accounts, automobile insurance policies, and any similar jointly maintained obligations, within 30 days following entry of the Final Decree of Divorce or upon refinance or sale of the Marital Home, whichever comes later. Any outstanding balances, termination fees, prorated charges, or final amounts due associated with the closure, transfer, or modification of such accounts will be divided equally between the parties unless otherwise expressly agreed in writing.

37. Health and Dental Insurance: The parties will reasonably cooperate and execute any documentation necessary to remove the other party's name from any health insurance plans covering the other party within 30 days of the entry of the Final Decree of Divorce. Any outstanding balances, termination fees, prorated charges, or final amounts due associated with the closure, transfer, or modification of such policies will be the responsibility of the primary insured party on the policy.

38. Any out of pocket healthcare expenses incurred by a party until the date of entry of the Final Decree of Divorce, will be the financial responsibility of the party that incurred the expense.

39. Costco Account: The parties joint Costco Wholesale Membership/Account will be closed within 30 days following entry of the Final Decree of Divorce. The parties will cooperate

in completing any documentation necessary to terminate the account, and any refunds, credits, or remaining balances associated therewith will be divided equally between the parties unless otherwise agreed.

40. Key Bank Joint Checking Account – 9920: Stuart agrees to sign and deliver all documents necessary to remove himself from the account and leave the account solely in Carrie's name in accordance with the requirements and duties listed herein.

41. Landline Phone Number – 9703: Stuart agrees to sign and deliver all documents necessary to remove himself from the landline phone number within three (3) days of the Final Decree of Divorce and leave the number solely in Carrie's name in accordance with the requirements and duties listed herein.

42. Delivery of Documents and Duty to Sign Documents: Each party will be 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. Will a party fail to execute a document within 30 days of the entry of the Final Divorce Decree unless otherwise agreed upon by the parties in writing, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

43. The court will grant such other and further relief as it may deem just and appropriate in this matter.

44. Dispute Resolution: The parties agree to make a good-faith effort to resolve any dispute arising out of or relating to this Decree, including disputes concerning the interpretation,

implementation, or enforcement of its terms, before seeking relief from the Court. In the event the parties are unable to resolve a dispute between themselves, the parties will participate in at least one mediation session with a mutually agreed-upon mediator before filing any motion relating to the disputed issue. The costs of mediation will be shared equally unless otherwise agreed in writing or ordered by the Court.

45. If mediation is unsuccessful or if a party refuses to participate in mediation within thirty (30) days of a written request, either party may seek appropriate relief from the Court. The prevailing party in any matter brought before the Court will be awarded their attorney fees for having to bring the matter before the Court.

46. Disclosure: The parties acknowledge that each has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and that this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

47. Full Settlement: Contingent on the court entering final orders fully consistent with the terms hereof, this Agreement is intended to fully and finally resolve both parties' pending petitions for divorce. The terms set forth herein are intended to affect a full and complete settlement of all claims and disputes between the parties and supersedes any prior oral or written agreements between them. Both parties acknowledge that this Agreement is a compromise settlement agreement resolving disputed claims, and that the terms hereof cannot be construed as

an admission of any kind of fault or wrongdoing on the part of either party. Without limiting the generality of the foregoing, each party hereby represents and warrants that he/she/they: has conducted all discovery that he/she/they wishes to conduct and is satisfied that he/she/they has adequate information to settle this case; has carefully read this Agreement and had ample opportunity to discuss the terms hereof with independent legal counsel of his/her/their own choosing; understands the foregoing and intends and agrees to be bound hereby of his/her/their own free will and volition (free from duress, coercion, or undue influence of any kind); and attests that the above terms are fair, equitable, reasonable.

48. No Construction Against Drafter: Each of the parties understands, acknowledges, and agrees that they have contributed to drafting this Agreement, and specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/Melanie Cook

Melanie Cook

Attorney for Stuart Brooks

Electronically signed by Kenton Walker

With permission from Melanie Coo

CERTIFICATE OF SERVICE

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

Melanie Cook

Attorney for Stuart Scott Brooks

/s/ Angie Hammon

Angie Hammon

Paralegal for Kenton Walker

EXHIBIT 1

PROPERTY DIVISION OFFSET WORKSHEET FOR DIVORCE PROCEEDINGS

State of Utah

Parties

Husband: Stuart Brooks

Wife: Carrie Brooks Marriage Date July 6, 1996 Valuation Date June 7, 2026

Husband's Retirement Date

July 1, 2026 (Granite School District)

PURPOSE

This Property Division Offset Worksheet is prepared for purposes of the divorce of Stuart Brooks and Carrie Brooks and is intended to summarize the division of marital retirement assets, the home equity offset, the fixed-dollar retirement transfer, and the treatment of the parties' URS

defined benefit pensions.

DEFINED CONTRIBUTION RETIREMENT ACCOUNTS

Asset Owner Balance as of 6/7/2026

URS401(k) Stuart Brooks \$426,789.07

FedEx 401(k) Stuart Brooks \$10,029.47

URS401(k) Carrie Brooks \$21,759.87

Total Defined Contribution Assets \$458,578.41

HUSBAND'S SEPARATE PROPERTY

Description Amount

Premarital portion of Stuart Brooks' URS 401(k) \$41,736.00

Separate Property Confirmed to Husband: \$41,736.00

MARITALDEFINED CONTRIBUTION ESTATE

Description Amount Marital portion of Stuart Brooks' URS 401(k) \$385,053.07 Stuart Brooks' FedEx 401(k) \$10,029.47

Carrie Brooks' URS 401(k) \$21,759.87

Total Marital Defined Contribution Estate \$416,842.41

EQUALMARITALSHARE

Description Amount Total Marital Defined Contribution Assets \$416,842.41 Equal

Share Per Party (50%)\$208,421.21

HOME EQUITY OFFSET

Description Amount

Stuart Brooks' equity interest in marital residence awarded to Carrie Brooks \$123,750.00

Offset through retirement division (\$123,750.00)

Additional cash payment due \$0.00

Agreed Offset

The parties agree that Carrie Brooks shall retain the marital residence. Stuart Brooks' equity interest in the residence, calculated at \$123,750.00, is satisfied through his retention of additional retirement assets. No separate cash equalization payment shall be required.

DISTRIBUTION OF MARITAL RETIREMENT

Description Amount

Carrie Brooks' equal marital share \$208,421.21 Less home equity offset retained by Stuart
Brooks (\$123,750.00) Adjusted retirement award to Carrie Brooks \$84,671.21 Less Carrie
Brooks' existing URS 401(k) (\$21,759.87 Transfer Due from Stuart Brooks' URS 401(k)
\$62,911.33

QDRO/ DRO CALCULATION (DEFINED CONTRIBUTION ACCOUNT)

Fixed Dollar Award

Description Amount

Fixed amount awarded to Carrie Brooks from Stuart Brooks' URS 401(k) \$62,911.33

Defined Contribution DRO Provision

Carrie Brooks shall be awarded a fixed dollar amount of \$62,911.33 from Stuart Brooks' URS
401(k) account.

This amount is based upon the account balances reflected on statements dated June 7, 2026.

The award is intended to be a fixed dollar amount and not a percentage interest. The amount
incorporates the agreed home equity offset and is intended to fully satisfy the retirement
equalization between the parties with respect to the defined contribution accounts identified

herein.

FINALAWARDS

STUART BROOKS (HUSBAND)

Asset	Amount
-------	--------

URS 401(k) after transfer	\$363,877.74
---------------------------	--------------

FedEx 401(k)	\$10,029.47
--------------	-------------

Total Retirement Assets Retained	\$373,907.21
----------------------------------	--------------

Additional Awards

- Premarital URS 401(k) interest of\$41,736.00 confirmed as separate property.
- Benefit of the agreed \$123,750.00 home equity offset.
- No further home equity payment due from Carrie Brooks.

CARRIE BROOKS (WIFE)

Asset	Amount
-------	--------

URS 401(k) \$21,759.87

Transfer from Stuart Brooks' URS 401() \$62,911.33

Total Retirement Assets Retained \$84,671.20

Additional Awards

- Sole ownership of the marital residence.
- No additional payment due to Stuart Brooks for the residence beyond the agreed offset

URS DEFINED BENEFIT PENSIONS

NOT INCLUDED IN THE ABOVE DOLLAR CALCULATIONS

The parties acknowledge that the calculations contained in this worksheet are based solely upon the three defined contribution retirement accounts identified above and do not include any valuation, actuarial calculation, cash-out value, or division of either party's URS defined benefit pension.

STUART BROOKS' URS PENSION

A separate URS Domestic Relations Order shall be prepared and submitted for Stuart Brooks'

URS defined benefit pension.

The pension shall be divided using:

- Woodward Formula (Utah coverture fraction)
- Separate Interest methodology
- Allocation of applicable COLA adjustments
- Allocation of future post-retirement cost-of-living increases attributable to the awarded share

CARRIE BROOKS' URS PENSION

A separate URS Domestic Relations Order shall be prepared and submitted for Carrie Brooks' URS defined benefit pension.

The pension shall be divided using:

Woodward Formula (Utah coverture fraction)

- Separate Interest methodology
- Allocation of applicable COLA adjustments
- Allocation of future post-retirement cost-of-living increases attributable to the awarded share

REQUIRED PENSION ORDERS

Division

Method

COLA

Stuart Brooks' URS

Pension

Carrie Brooks' URS Pension

Yes Woodward

Formula

Yes Woodward

Formula

Separate

Interest

Separate Interest

Included

Included

FINAL DIVORCE SUMMARY

Defined Contribution Accounts

Party Award Stuart Brooks \$373,907.21 Carrie Brooks \$84,671.20

URS Defined Benefit Pensions

Pension	Division Method
---------	-----------------

Stuart Brooks' URS

Pension

Carrie Brooks' URS Pension

Separate URS ORO using Woodward Formula, Separate Interest, and COLA allocation

Separate URS ORO using Woodward Formula, Separate Interest, and COLA allocation

SETTLEMENT STATEMENT

The parties, Stuart Brooks and Carrie Brooks, agree that the division of the three defined contribution retirement accounts is fully reflected in this Property Division Offset Worksheet.

The parties further acknowledge that both parties possess separate URS defined benefit pension interests and that each pension shall be divided through a separate URS Domestic Relations Order. Each URS pension shall be divided using the Woodward Formula, awarded as a Separate Interest, and shall include the recipient's proportional share of applicable Cost-of-Living Adjustments (COLA) and other retirement benefit increases permitted by URS and Utah law.

The fixed transfer from Stuart Brooks' URS 401(k) to Carrie Brooks shall be \$62,911.33, based on account balances as of June 7, 2026.