



08/03/26

Shaun Ensign
Petitioner
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**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
DAVIS COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

SHAUN DENISE ENSIGN,

Petitioner,

And

JOHN CALVIN ENSIGN,

Respondent.

DECREE OF DIVORCE

Civil No. 254700516 DA

Judge David J. Williams
Commissioner Julie Winkler

The Petitioner, Shaun Denise Ensign, filed her *First Amended Verified Petition for Divorce* ("Amended Petition") on April 20, 2026, seeking a decree dissolving the marriage and marital relationship of the parties, which was entered into on or about May 26, 2017.

On June 11, 2026, the parties appeared personally and without counsel before the Honorable Julie Winkler, Court Commissioner, on the Petitioner's *Motion for Leave to File First Amended Verified Petition for Divorce*, filed April 20, 2026. At that hearing, the parties stipulated on the record to the filing of the Amended Petition. The Respondent further affirmed his agreement to execute all documents necessary to finalize this matter, including the Amended Petition, *Decree of Divorce*, and any related pleadings or documents required by the Court. The Court subsequently entered its *Findings of Fact*

and Order on First Amended Verified Petition for Divorce on July 22, 2026.

All supporting documents having been submitted and the court being fully apprised in the premises and the law, and the court having heretofore made and entered *Findings of Fact and Order on First Amended Verified Petition for Divorce*, does herewith ORDER, ADJUDGE AND DECREE AS FOLLOWS:

GRANTING OF DECREE DISSOLVING MARRIAGE

1. The Petitioner is hereby granted a *Decree of Divorce* upon the grounds of irreconcilable differences, dissolving the marriage of the parties entered into by them on May 26, 2017, in the city of Salt Lake City, Salt Lake County, State of Utah the same to become absolute and final upon entry of this *Decree of Divorce* by the Clerk of the Court.

ALIMONY

2. Both parties are capable of supporting themselves without financial assistance or support from the other. Therefore, it is hereby ordered that neither party shall be awarded alimony now nor at any time in the future.

CHILD CUSTODY AND SUPPORT

3. That no children were born or adopted as issue of the parties' marriage. Accordingly, there are no issues pertaining to the custody or support of minor children.

REAL PROPERTY

4. That during the course of the marriage, the parties acquired an interest in a home and the real property it is situated on, which property is located at 604 South 2925 West, Syracuse, Utah 84075.

5. It is hereby ordered that said home shall be listed for sale with a mutually agreed upon real estate agent and the home sold as soon as reasonably practicable and the

proceeds applied as follows:

- a. First, to pay the expenses of the sale;
- b. Second, to retire any and all mortgages and liens associated with the home;
- c. Third, the balance shall be divided equally between the parties; and,
- d. Last, from the Respondent's share of the net sale proceeds, the obligation for the Respondent's dental work of \$26,851.00 shall be paid to the Petitioner.

6. It is hereby ordered that the parties shall put the home into saleable condition as soon as possible, but no later than six (6) months from the date of this Decree, and follow the recommendation of the mutually agreed upon real estate agent as to any repairs which shall be made to the home, with the parties sharing the cost thereof. It is hereby ordered that this work shall be completed by the Respondent or contracted professional, with the Petitioner helping in any way she can. It is hereby ordered that, as needed, this work can be paid for with the second mortgage obligation of the home after mutual agreement of the amounts by both parties.

7. It is hereby ordered that until the home is sold, the Respondent shall be ordered to maintain and assume the mortgage payments, including homeowners' insurance, property tax, and reasonable maintenance costs.

8. It is hereby ordered that the Petitioner shall continue to pay the home equity line of credit (HELOC) and all necessary utilities, including Gas, Electric, and City Water.

9. It is hereby ordered that the parties shall each be responsible for their own

internet, cell phone, and cable services they currently use.

10. It is hereby ordered that upon the sale of the home and upon receipt of his share of the net sale proceeds, the Respondent shall be ordered to vacate the property within three (3) days to ensure a smooth transition to the new owners of the home.

PERSONAL PROPERTY

11. That during the course of the marriage, the parties acquired certain household goods, furnishings, fixtures, appliances, and other personal property.

12. It is hereby ordered that the parties shall retain and divide such property as mutually agreed, which the Court finds to be an equitable distribution thereof.

13. That the parties acquired an interest in motor vehicles, to-wit: a 2006 Chevrolet Silverado pickup truck (this was Respondent's prior to the marriage) and a 2015 Jeep Trailhawk.

14. It is hereby ordered that the Respondent shall be awarded the Chevrolet Silverado free and clear of any claim by the Petitioner subject to the underlying indebtedness thereon, holding the Petitioner harmless therefrom.

15. It is hereby ordered that the Petitioner shall be awarded the Jeep Trailhawk, free and clear of any claim by the Respondent.

16. It is hereby ordered that any items of personal property obtained or acquired by the parties since the date of separation on June 19, 2024, shall be awarded to the party who acquired said personal property, free and clear of any claim by the other subject to any underlying indebtedness thereon, holding the other party harmless therefrom.

17. It is hereby ordered that all property and all property rights which may be

vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came. It is hereby ordered that all property acquired prior to the marriage shall be awarded to the respective party who acquired said property.

BANK ACCOUNTS/CASH

18. That during the course of the marriage, the parties have acquired various bank accounts and financial assets.

19. It is hereby ordered that the parties shall each be awarded their own accounts and financial assets free and clear of any claim by the other.

20. It is hereby ordered that any joint accounts shall be closed, and the monies contained therein shall be awarded equally between the parties.

DEBTS AND OBLIGATIONS

21. That during the course of the marriage, the parties incurred various debts and obligations.

22. It is hereby ordered that the Petitioner shall be ordered to assume, pay, discharge, and hold the Respondent harmless from the following debts and obligations:

Debt:	Amount:
2nd Mortgage Mountain America C.U.	Until the home is sold as set forth herein above
Jeep Loan	\$5,600.00

23. It is hereby ordered that the Petitioner shall assume, pay, discharge, and hold the Respondent harmless from any other debts in her individual name.

24. It is hereby ordered that the Petitioner shall indemnify and hold the Respondent harmless on all debts and obligations Petitioner is ordered to pay. Such hold-

harmless requirement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

25. It is hereby ordered that the Respondent shall assume, pay, discharge, and hold the Petitioner harmless from any other debts in his individual name.

26. It is hereby ordered that the Respondent shall indemnify and hold the Petitioner harmless on all debts and obligations Respondent is ordered to pay. Such hold-harmless requirement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

27. It is hereby ordered that each party shall pay, discharge, and hold the other party harmless from those debts and obligations which they may have incurred individually since the date of the parties' separation on June 19, 2024.

28. It is hereby ordered that that pursuant to Utah Code Annotated §81-9-105, as amended, the parties shall be ordered to notify each of their creditors, and such notice shall inform each creditor which party is primarily liable for the debt with that creditor following the entry of this *Decree of Divorce* in this matter, and each party shall be required to give the creditor the name and address of both parties.

29. It is hereby ordered that if either party is obligated on a joint-secured debt, the payment of that debt shall remain current. It is hereby ordered that in the event that a payment is not made in a timely manner, the secured asset shall be placed for sale in order to protect the joint debtors. It is hereby ordered that a party who makes payments on a delinquent asset, which the other party is ordered to pay, shall be entitled to seek reimbursement of the payment of that debt in addition to interest and attorney fees from the other party who failed to timely pay the debt.

30. That the allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and shall be considered in the nature

of support to the other party. As a result, it is hereby ordered that the parties shall not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt. The parties shall understand that this provision may not be binding on the Bankruptcy Court.

31. It is hereby ordered that the parties shall each be required to make their best efforts to remove each other from any joint debts, obligations, loans, etc., by refinancing the debt, obligation, loan, etc., into their sole name.

TAXES

32. It is hereby ordered that the parties shall file joint federal and state income tax returns for the 2024 and 2025 tax years. It is hereby ordered that the parties shall share equally any tax refunds resulting from said tax filing and shall share equally any tax liability resulting from said tax filing.

MISCELLANEOUS PROVISIONS

33. That during the course of the marriage, the parties acquired an interest in retirement plans. It is hereby ordered that each party be awarded their respective plans, free and clear of any claim by the other.

34. It is hereby ordered that the Petitioner shall continue to maintain her policy of health, dental, and vision insurance through her place of employment, which currently covers the Respondent until entry of this *Decree of Divorce*. It is hereby ordered that the Petitioner shall further be required to continue payment of the current automobile insurance premiums covering the parties' vehicles until entry of this *Decree of Divorce*.

35. It is hereby ordered that the parties shall divide any accounts equally between them that were not disclosed. More particularly, in the event either party is

found to have concealed or hidden from or refrained from disclosing or revealing to the other any asset or liability of the parties, it is hereby ordered that the other party shall be entitled to (i) such asset free of any claim of the other party and/or (ii) complete indemnification from such party with respect to such concealed liability.

36. It is hereby ordered that the parties shall be mutually restrained and enjoined from bothering, harassing, annoying, threatening, or harming each other at either's place of residence, employment, or any other place. Both parties are hereby ordered to be civil and respectful in their communications with one another. Both parties are hereby ordered and restrained from making false allegations regarding the other party to professional licensing agencies, to DCFS, to police, Facebook, or other social networking sites, or otherwise in any public forum.

37. It is hereby ordered that each of the parties shall be ordered to execute and deliver to the other any documents necessary to implement the provisions of this *Decree of Divorce* entered by the Court. It is hereby ordered that should a party fail to execute a document within sixty (60) days of the entry of this *Decree of Divorce*, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70, Utah Rules of Civil Procedure. It is hereby ordered that any document executed pursuant to Rule 70 has the same force and effect as if executed by the disobedient party.

38. It is hereby ordered that the Petitioner shall have her maiden/former name, CARPENTER restored to her, should she so desire.

39. It is hereby ordered that each party shall be ordered to assume their own costs and attorney's fees incurred in prosecuting this action.

END OF ORDER

PURSUANT TO RULE 10, UTAH RULES OF CIVIL PROCEDURE, AND RULE 4-503, UTAH RULES OF JUDICIAL ADMINISTRATION, THE DATE, SEAL, AND SIGNATURE OF THE COURT APPEAR AT THE TOP OF PAGE ONE OF THIS DOCUMENT.

NOTICE PURSUANT TO RULE 7 (j)(4) OF THE UTAH RULES OF CIVIL PROCEDURE TO THE RESPONDENT:

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that the Decree of Divorce prepared by the Petitioner shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

DATED this 23rd day of July 2026.

/s/ Shaun Denise Ensign

SHAUN DENISE ENSIGN

Petitioner

APPROVED AS TO FORM this 29 day of July 2026.

/s/ John Calvin Ensign

JOHN CALVIN ENSIGN

Respondent

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Decree of Divorce was [X] Mailed, postage prepaid, and [X] Electronically Filed on the 23rd day of July 2026, to the following:

John Calvin Ensign
Respondent
604 South 2925 West
Syracuse, Utah 84075

/s/ Shaun Denise Ensign
SHAUN DENISE ENSIGN