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Attorneys for Kristin Smith - Petitioner

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

In the Matter of the Marriage of:	
KRISTIN SMITH <i>Petitioner</i>	DECREE OF DIVORCE
and,	Case No.: 264700165 DA
NICHOLAS SMITH, <i>Respondent</i>	Judge: Michael Direda Commissioner: Julie Winkler

The Petitioner, Kristin Smith, by and through counsel, Rachel K. Low, and the Respondent, Nicholas Smith, by and through counsel, Andrew Langeland have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

PARTIES, JURISDICTION & GROUNDS

1. Kristin and Nick are bona fide residents of Davis County, State of Utah, and have been for three (3) months immediately prior to the filing of this action.
2. Kristin and Nick were married on August 30, 2014, in Highland, Utah County, State of Utah and are presently married.
3. During the course of the marriage, the parties experienced irreconcilable differences that prevented the parties from pursuing a viable marriage relationship.
4. The parties shall be awarded a *Decree of Divorce* based upon irreconcilable differences, pursuant to Utah Code Ann. §81-9-405(1)(h), consistent with the terms and provisions contained herein.

JURISDICTION OVER MINOR CHILDREN

5. There are no minor children born as an issue of this marriage, and none are expected.

PERSONAL PROPERTY

6. During the course of the marriage relationship, the parties have acquired certain items of personal property. The parties shall equitably divide all personal property within sixty (60) days of the entry of the *Decree of Divorce*, unless otherwise stated herein. In the event the parties cannot agree to the distribution of personal property, all personal property in dispute shall be divided between the parties with an agreed upon third party present, with the parties alternating and choosing one item of personal property in dispute, or shall equally split the costs of a mediator to divide the property.

7. A party that is awarded an item of personal property is awarded the same free and clear of any right or claim to that item of personal property from the other party.

8. 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.

a. Both parties shall be allowed to keep the personal property items that they brought with them into the marriage, and/or the items the parties received as gifts from family members and each other.

9. During the course of the marriage relationship, the parties acquired a dog, River. The parties shall have possession of River on a schedule the parties can agree on, and shall equally split any and all vet expenses. If the parties are unable to agree, then the visitation schedule shall be as follows:

a. Kristin is entitled to one (1) day per week, including an overnight, with River. Kristin will give Nick timely prior notice of her designated days, but no less than one (1) week prior notice.

b. So long as Nick resides in his current residence, or in a residence of equal distance, Kristin shall pick up and drop off River at the beginning and end of her time with River.

c. If Nick relocates to a residence further from Kristin, the parties shall equally share in the transportation of River, with the party beginning his or her time with River doing the pick up.

- d. Kristin shall have the first option to provide care for River over any other third party if Nick is not available overnight to care for River, so long as Kristin is not working and willing to provide the transportation.

VEHICLES

10. Kristin is awarded the 2015 Chevrolet Equinox LTX, free and clear of any claim of interest from Nick.
11. Nick is awarded the 2019 GMC Sierra Denali, free and clear of any claim of interest from Kristin.
12. Each party shall be responsible to pay all maintenance and other costs associated with their respective vehicle, including but not limited to: insurance, registration fees, taxes, liabilities, gas, repairs, and general maintenance. Each shall indemnify and hold the other party harmless from any liability or costs related to this vehicle. If the vehicle is titled jointly, each party shall cooperate to sign over title to the other party within fourteen (14) days of the entry of the *Decree*.

REAL PROPERTY

13. During the course of the marriage, parties acquired real property including but not limited to a marital home located at 1998 West 2260 South, Woods Cross, Utah 84087.
14. Nick is awarded the home as his sole and exclusive property, and shall begin the process of assuming the mortgage within thirty (30) days of the entry of the *Decree of Divorce*.
15. Kristin shall sign any quit claim or warranty deeds or any other documents

necessary to transfer title or ownership of the property to Nick in an expeditious manner. To the extent possible, this shall be completed no later than thirty (30) days after entry of the *Decree of Divorce*.

16. Both parties are restrained from entering the other parties' residence without written consent of the other party.

BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES, INVESTMENT, RETIREMENT/PENSION ACCOUNTS

17. The parties' have acquired and continue to acquire certain Bank, profit sharing, stock options, bonuses, investment, life insurance policies, retirement and/or pension accounts during the course of the parties' marriage.

18. Each party is awarded his or her bank accounts in his or her own name.

19. The parties are each awarded his or her retirement accounts in his or her own name.

20. Nick is awarded the Baxter Credit Union (BCU) Checking and Savings accounts currently held in both parties' names.

21. The joint Chase checking account ending in #1890 is awarded to Nick.

22. At the time of separation in January 2024, the joint Chase savings account ending in #5442 had approximately \$5,604.84 in it, and currently has a balance of approximately \$5,490.94. Kristin is awarded one-half of the current balance of the savings account in the amount of \$2,780.00.

23. The parties shall cooperate in removing Kristin from the joint accounts or closing the accounts within thirty (30) days of the entry of the *Decree of Divorce*.

24. A party not awarded an asset (or account) waives any claim or right as to that

asset (or account) and the party awarded the asset (or account) is awarded that asset free and clear of any claim or right as to that asset. If the account or asset is jointly titled or such that both parties are on said account or asset, then the party not awarded that asset or account will not use that account or asset and will cooperate to immediately remove their name and access from the account and/or asset.

BUSINESS INTERESTS

25. The parties' have not acquired certain business interests during the course of the parties' marriage, and a division is not necessary.

DEBTS AND OBLIGATIONS

26. During the course of the marriage relationship, the parties acquired certain debts.

27. Each party will assume, indemnify, and hold the other harmless from liability on the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Citi Bank (Costco) Credit Card [approximately \$14,966.68 owing]	Kristin
Southwest Credit Card [approximately \$36,843.02 owing]	Kristin
Best Buy Credit Card [approximately \$6,261.07 owing]	Nick
Amazon Chase Visa Credit Card [approximately \$3,995.89 owing]	Nick
Apple Credit Card [approximately \$3,047.94 owing]	Nick
Nick's 401k Loan [approximately \$22,564.06 owing]	Nick
Greensky Loan [approximately \$22,270.45 owing]	Nick

28. Pursuant to Utah Code Ann. §§15-4-6.5, 81-3-105 and 81-4-501 (2024 as amended), the parties shall provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

29. Therefore, the party not obligated to pay a joint obligation shall:

- a. Send a copy of the Decree of Divorce to each creditor he or she is not required to pay as soon as possible;
- b. Notify the joint creditor of the current address for each party;
- c. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

PROPERTY SETTLEMENT

30. The parties agree to a one-time lump sum property settlement agreement. Nick shall pay to Kristin \$143,000.00 within four (4) months of the entry of the *Decree of Divorce*. This lump sum property settlement addresses the marital assets, debts, and disparity of income between the parties.

31. If Nick fails to pay the \$143,000.00 within four (4) months of the entry of the *Decree of Divorce*, the marital home shall be listed for sale and Kristin shall be paid from the proceeds of the sale of the home.

ALIMONY

32. Neither party is awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

RESTRAINING ORDERS

33. Both parties shall be restrained from threatening, harassing, bothering, or harming the other party at their respective homes and current or future place of employment.

34. Each party shall be restrained from obtaining any new debt or credit in the name of the other party and from incurring any new debt on any joint account.

35. Both parties shall be restrained from using the other parties' likeness or image on social media, online or take out credit in the other parties' name.

36. The parties are restrained from dissipating, transferring or in any way disposing of marital assets or accounts in contravention of this agreement.

MISCELLANEOUS

37. Name: Kristin shall be restored to her maiden name of "Madsen" if and when she so desires.

38. Attorney's Fees: Each party shall assume his or her own costs and attorney's fees incurred in this action.

39. No dispute arising from or related to the *Decree of Divorce* shall be presented to the Court without a good faith attempt by both parties to resolve the issue through mediation or another mutually agreeable method of dispute resolution.

40. If any dispute arising from or related to the *Decree of Divorce* is submitted to the Court, the prevailing party may be awarded his attorney fees and costs associated with prosecuting or defending the dispute.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure a true and correct copy of the above Order was served by being emailed on the 30th day of July 2026, to the following parties. Notice of objections to this order must be submitted to the Court and counsel within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

ANDREW LANAGELAND
Attorney for Respondent
Email: Andrew@MillarLegal.com

JR LAW GROUP, PLLC

/s/ Rachel K. Low

RACHEL K. LOW
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of August 2026, I caused a true and correct copy of the foregoing *Divorce of Divorce* to be sent to the following by the method indicated below:

E-FILE:

ANDREW LANGELAND
Attorney for Respondent

JR LAW GROUP, PLLC

/s/ Kaylee Schriever

KAYLEE SCHRIEVER

Paralegal for Kaylee Schriever