

The Order of the Court is stated below:

Dated: September 01, 2026
02:11:21 PM

/s/ JOSEPH BEAN
District Court Judge



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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 JOSEPH CLARENCE MYERS, Petitioner, and KRISTIE MYERS, Respondent.	DECREE OF DIVORCE Case No. 254700315 DA Discovery Tier: 4 Judge Joseph M. Bean Commissioner Julie Winkler
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THIS MATTER came before the Honorable Joseph M. Bean of the above-entitled Court, neither party appearing in front of Judge Bean, but Respondent having entered her *Declaration as to Residency and Grounds*, and the parties having properly executed a *Stipulation to Decree of Divorce*, filed herein, and the Court, having heretofore entered its Findings of Fact and Conclusions of Law, and good cause appearing therefor, **IT IS HEREBY, ORDERED, ADJUDGED AND DECREED:**

GRANTING OF DIVORCE

1. Petitioner is awarded a decree of divorce severing the bonds of matrimony between the parties herein.

CHILDREN

2. The parties have five children, none of which are minors.

ASSETS AND DEBTS

3. As part of a global resolution of all issues related to the parties' competing Petitions for Divorce, the parties agree upon the following division of the marital estate:

a. **Real Property:** During the parties' marriage, the parties acquired interest in certain real property located at 2261 West 550 North, West Point, Utah 84015. The real property acquired by the parties during their marriage, including any equity or marital interest therein, shall be awarded to Kristie free and clear of any claim by Joseph. Kristie shall solely and independently assume all debt, costs, liabilities, and obligations associated with the property, holding Joseph harmless for any and all liability thereon. Kristie shall prepare and deliver a quit claim deed transferring any and all of Joseph's interest in the real property to Kristie within 10 days of signing this Agreement. Joseph shall sign the quit claim deed within 10 days of entry of the Decree of Divorce.

b. **Personal Property:** The parties have already divided personal property and therefore each party is awarded the personal property currently in their possession. Specifically, the parties shall be awarded the following:

i. Joseph shall be awarded the following assets, and shall be hereafter responsible for any debts, ongoing payments, and costs associated with such assets, holding Respondent harmless for any and all liability thereon: 2017 Subaru Forester

ii. Kristie shall be awarded the following assets, and shall be hereafter responsible for any debts, ongoing payments, and costs associated with such assets, holding Petitioner harmless for any and all liability thereon: 2022 Toyota Camry

c. The parties shall refinance vehicles and sign titles or other appropriate documentation within 60 days to ensure vehicles are awarded to the proper party and the other party's name has been removed from any ownership or responsibility associated with the vehicle. The parties shall send proof to the other party that they have successfully removed the other party's name from ownership or responsibility associated with the vehicle within 60 days.

d. The parties shall each be awarded any and all checking, savings, credit, or other accounts, held in their respective names. The parties still have a joint checking account used to pay the house expenses which account shall be awarded to Kristie. Except for the aforementioned joint account, the parties shall not incur additional charges on any joint accounts.

e. **Debts:** The parties shall be solely responsible for the following debts and approximate amounts, including any ongoing payments or costs associated with such debts, holding the other harmless thereon:

i. Joseph

1. TSP Loan at (approximately \$9,000);

2. Federal Income Tax Debt owed to the IRS (approximately \$133,000) which Joseph claims has been paid;
3. Utah State Income Tax Debt (approximately \$15,000);
4. Goldenwest credit card debt (approximately \$300);
5. Capital One credit card debt (approximately \$22,000); and
6. Capital One credit card debt (approximately \$8,000).

ii. Kristie – none.

iii. If either party is obligated on a debt the other party's name is on, the payment of that debt must remain current. For secured debt that the other party's name is on, in the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the other party from further harm. If the other party makes payment on a delinquent debt in order to protect his or her credit rating, that party may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from party that was obligated to pay such debt.

iv. The parties acknowledge that Kristie is employed with the IRS and that any tax liability owing in her name may present a risk to her employment. As such, the parties agree that they will take any action, including paying the entirety of the IRS tax debt, to ensure any IRS debt does not threaten Kristie's employment.

v. The parties agree that Joseph will be solely responsible for any audits and/or tax liability related to the parties' tax filings from 1991 to 2024 tax years.

vi. Each party shall be responsible for any debt individually incurred after the date of separation (including, but not limited to, medical expenses for the parties' adult children which Joseph has agreed to pay), or any debt in their own names not otherwise listed herein.

vii. The parties shall be ordered to notify their respective creditors in a reasonable and timely manner regarding their respective assumption and liability of their separate debts and obligations.

f. **Retirement Accounts: (IRAs and TSP):** Joseph shall be awarded 100% of his Edward Jones IRA and his Thrift Savings Plan accounts. Joseph shall also be awarded the sum of \$18,000.00 from Kristie's Thrift Savings Plan and \$27,000.00 from Kristie's Edward Jones IRA. These funds shall be transferred to Joseph's Edward Jones IRA. Joseph shall be responsible for the costs of having a QDRO prepared if necessary to transfer these funds. Kristie shall be awarded the remaining funds in her Edward Jones IRA and Thrift Savings Plan.

g. **Pensions:**

1. Boeing Pension Value Plan (PVP): Kristie shall be awarded 50% of Joseph's interest in the Boeing Pension Value Plan determined by multiplying the entire benefit by a fraction whose numerator is the number of months of creditable service Joseph performed during the marriage, and whose denominator is the total number of months of creditable service Joseph performed. The parties shall each pay one-half (1/2) of the costs of dividing this pension by QDRO or other transfer mechanism. Further, Kristie shall be awarded all survivor benefit rights of the Boeing Pension Value Plan (PVP) as a former spouse, which

benefits shall be ordered through another specific QDRO. The parties shall each pay one-half (1/2) of the costs of awarding the survivor benefits by Qualified Domestic Relations Order.

2. Federal Employees Retirement Systems (FERS): Kristie shall also be awarded 50% of Joseph's FERS pension plan determined by multiplying the entire benefit by a fraction whose numerator is the number of months of Federal civilian and military service Joseph performed during the marriage and whose denominator is the total number of months of Federal civilian and military service Joseph performed. Kristie shall also be awarded a former spouse survivor annuity under 5 U.S.C. Section 8341 (h)(1). The parties shall each pay one-half (1/2) of the costs of dividing this pension by COAP or other transfer mechanism.

j. Kristie shall also be entitled to the Basic Employee Death Benefit as defined at 5 USC Section 8422(b) should Joseph die prior to his retirement from government service.

k. For any QDRO, COAP, or other transfer documents that need to be prepared, within ten (10) business days from the date of signing of this Stipulation, the parties shall make all good faith efforts to exchange and provide all necessary documents to Attorney James Woodall so that he can prepare the QDRO, COAP or other transfer documents.

ALIMONY & LIFE INSURANCE

4. **Alimony:** Kristie shall be awarded a sum of \$3,442 per month as alimony from Joseph. This obligation shall commence October 1st, 2026, and shall continue for seventeen (17) years or through and including September, 2043. Joseph's alimony obligation shall terminate upon Kristie's remarriage, cohabitation, death, or Joseph's death, whichever first occurs. While

he is being paid every two (2) weeks, or twenty-six (26) payments per year, Joseph shall pay this alimony obligation in the sum of \$1,589.00 per paycheck. When he is not being paid every two (2) weeks, Joseph shall pay alimony one half on or before the 5th day of each month, and the other half on or before the 20th day of each month. Joseph shall set up an automatic withholding account through his employer to have the alimony directly deposited into an account designated by Kristie. It is expressly agreed upon herein that even if Joseph retires at whatever age, he shall continue to pay the sum of \$3,442.00 to Kristie as set forth above, however, the amount of the first FERS pension payment that Kristie receives as a result of Joseph's retirement shall be the ongoing monthly amount taken from that alimony amount (and which amount shall not include any COLA increases to the pension amount) so that Joseph shall pay the difference to keep the alimony the same.

5. Joseph shall reinstate his Federal Government Life Insurance (FEGLI) policy within sixty (60) days of the entry of the Decree of Divorce herein, or provide another life insurance policy, with a death benefit amount of \$280,000.00, naming Kristie as the sole beneficiary thereon. This obligation shall continue until Joseph reaches the age of sixty-two (62) unless he continues to be employed by the Department of Defense, in which case this obligation shall continue until he retires but shall only continue until he reaches the age of age sixty-five (65) and has retired. If Joseph retires at age sixty -five (65) or later, he shall elect the 75% FEGLI reduction option inasmuch as there will be no more premiums and shall continue to name Kristie as the beneficiary thereon. Joseph shall provide current and updated verification of the same and that Kristie is continually listed as the beneficiary thereon. If Joseph fails to timely

reinstate the FEGLI insurance, he shall be ordered to obtain another life insurance policy with the same conditions as the foregoing.

6. Joseph shall name Kristie as a 100% primary beneficiary on his IRA Roth, Traditional IRA, and TSP accounts so long as he is not remarried. If he does remarry, Joseph shall name Kristie as a 50% beneficiary on his IRA Roth, Traditional IRA, and TSP accounts. Joseph shall also ensure that Kristie is listed as a beneficiary of Joseph's FERS Pension and is granted survivor benefits pursuant to a court order acceptable processing COAP plan. Joseph shall provide proof that Kristie is listed as a beneficiary on the foregoing accounts, plans and pension by January 1st of each and every year.

MISCELLANEOUS

7. Mutual Restraining Order

a. **Non-Disparagement:** The parties shall refrain from making knowingly false statements or statements made with malicious intent about the other party that are reasonably likely to cause reputational harm. Nothing in this provision shall prohibit either party from:

i. Discussing their own experiences, perceptions, or factual events with licensed mental health professionals, medical providers, clergy, or counselors for purposes of treatment or support;

ii. Communicating freely with legal counsel, accountants, financial advisors, mediators, or court-appointed professionals;

iii. Making truthful statements of fact, without embellishment or

insult, when reasonably necessary for personal, legal, financial, or safety-related reasons; or

iv. Communicating with the parties' adult children, provided such communications are factual, non-inflammatory, and do not involve name-calling, threats, or encouragement of harassment.

v. For purposes of the foregoing provisions, "disparagement" shall mean statements that are knowingly false or made with reckless disregard for the truth, and shall not include truthful statements, expressions of personal opinion, or communications made in confidential or professional settings. This provision shall be interpreted narrowly and shall not be construed to restrict lawful speech, prevent either party from seeking support or advice, or impose continuing control over either party's personal expression.

b. **Harassment/Abuse:** Both parties are mutually restrained from engaging in harassment, stalking, coercion, or threatening conduct toward the other party, or from committing any act of domestic violence or abuse as defined under Utah law. For purposes of this decree, "harassment" means a course of conduct directed at the other party that would cause a reasonable person substantial emotional distress and that serves no legitimate purpose, including but not limited to coercive behavior, manipulation, guilt-based pressure, or repeated unwanted communications after a boundary has been clearly stated. This provision does not prohibit lawful communication expressly permitted elsewhere in this decree, incidental contact in public places, or communications reasonably necessary for legal, financial, or property-related matters when conducted in compliance with Section (f).

c. **Third-Party Conduct:** Neither party shall knowingly encourage, direct,

or authorize a third party to engage in conduct that would violate subsection (a) if committed by that party. No party shall be held responsible for the independent actions or statements of third parties over whom they have no control. This provision does not impose a duty to monitor, police, or prevent the lawful speech or conduct of others.

d. **Identity Misuse and Disclosure of Personal Information:** Neither party shall knowingly use the other party's name, likeness, image, identifying information, or credit for the purpose of fraudulently obtaining credit, opening accounts, or securing services. Neither party shall knowingly disclose, publish, distribute, or provide the other party's non-public personal identifying information to any third party, where such disclosure is reasonably likely to expose the other party or their family members to identity theft, fraud, scams, harassment, or financial harm. "Non-public personal identifying information" includes, but is not limited to, Social Security numbers, dates of birth, financial account information, login credentials, non-public home or work addresses, telephone numbers, email addresses, or copies of identifying documents. This provision does not prohibit disclosures required by law or court order, or disclosures made to legal, financial, or medical professionals in a confidential setting.

e. **Online and Social Media Use:** Neither party shall knowingly use the other party's name, likeness, image, identifying information, or photographs in a manner that is false, misleading, or intended to harass, including for impersonation or commercial purposes, without the other party's consent. This provision does not prohibit incidental appearance in group photographs, historical images, lawful court filings, or other lawful uses not intended to harass or misrepresent. Any existing online content that violates this provision shall be removed.

f. **No-Contact at Residence and Workplace:** Neither party shall appear at, enter upon, remain at, or linger near the other party's residence or workplace, whether in person or otherwise, except with the express prior written consent of the other party, or unless that party has work obligations in the same vicinity. This prohibition is absolute as to the other party's residence and workplace and is not dependent on intent, including conduct undertaken for the purpose of harassment, intimidation, surveillance, or coercion. For purposes of this provision, harassment includes any attempt to pressure, manipulate, or override the other party's consent, including guilt-based messaging, coercive behavior, or repeated or persistent requests to obtain permission to appear at the other party's residence or workplace after consent has been withheld or not granted. This provision does not prohibit incidental or unavoidable contact in public places unrelated to the other party's residence or workplace, attendance at lawful public events, or presence at locations where both parties may independently have a lawful reason to be present, provided such contact is not harassing, threatening, intimidating, or coercive.

g. **Limited Communication:** The parties shall communicate with one another only as reasonably necessary to address matters directly related to the implementation or enforcement of this decree or property settlement. All such communications shall be conducted exclusively by email, shall be civil and concise, and shall not include personal commentary, emotional pressure, accusations, or matters unrelated to the limited purpose of the communication. Repeated, coercive, manipulative, or guilt-based communications, including repeated requests after a response has been given or consent has been withheld, shall constitute harassment and are prohibited.

8. **Cooperation:** Both parties shall cooperate with each other, through counsel or otherwise, to effect change in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail.

9. **Last Name:** Kristie shall be restored to her maiden name, if she so desires.

10. **Full and Adequate Disclosure:** Each party affirms and acknowledges that he and she have made an adequate and full disclosure of his or her assets. Any nondisclosure may subject the non-disclosing party to sanctions including, but not limited to, attorney's fees and costs involved in uncovering and pursuing an interest in the undisclosed asset, forfeiture of the entire or part of the asset to the other party, etc..

11. **Attorney Fees and Costs:** The parties shall each be responsible for their own attorney fees and costs heretofore incurred in this matter.

12. **Severability:** In the event any provision of this Decree is found by the Court to be invalid, illegal, or unenforceable, this shall not be grounds to vacate this Decree as a whole and such provision shall be severed from the Decree and the remainder of the Decree shall remain in full force and effect. The parties agree that the severed provision shall be replaced with a provision that reflects the original intent of the parties as closely as possible, consistent with applicable law,

and the enforceability of the remaining provisions of this Decree shall not be affected.

-----END OF ORDER-----

Approved as to Form:

/s/ Joseph Clarence Myers

Petitioner

(Signed by Joseph Lee Nemelka with
express written consent of Joseph
Clarence Myers given via email on
August 24th, 2026.)

In accordance with the Utah State District Courts Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order along with the court's seal and the date the order was executed by the court.

RULE 7 NOTICE

You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing **Order** will be submitted for signature at the expiration of seven (7) days unless written objection is filed within that time period.

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of August 2026, I caused a true and correct copy of the foregoing to be ☐ E Filed, ☐ mailed, postage prepaid, ☐ hand-delivered, ☒ sent via Email to:

Joseph Clarence Myers
70 South State Street
Clearfield, Utah 84015
caverjoe1000@gmail.com

/s/ Joseph Lee Nemelka