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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: PAUL SWENSON BURKE, Petitioner, and DARCY LYNN SOWARDS, Respondent.	DECREE OF DIVORCE Case No. 264700648 Judge David J. William Commissioner Julie Winkler
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The Petitioner having filed a Verified Petition for Divorce and the parties having reached a final resolution by filing a Stipulation and Settlement Agreement resolving all issues; the Court having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised in the premises, now therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. DECREE OF DIVORCE. The parties shall be granted a Decree of Divorce, final upon entry, terminating the bonds of matrimony heretofore existing between the parties upon the mutual grounds of irreconcilable differences.
2. MARRIAGE STATISTICS: The parties to this action are husband and wife having been married on November 8, 2013, in San Diego County, Coronado, California.
3. JURISDICTION: The Petitioner has been a resident of Davis County, Utah for a period of three (3) or more months immediately prior to the filing of the Verified Petition for Divorce.
4. VENUE: The Petitioner has resided in the State of Utah and Jurisdiction and venue regarding the divorce action are appropriate in this Court pursuant to the UTAH CODE §78B-3-101.5 and §81-4-203.
5. NO MINOR CHILDREN: There have been no children born of this marriage.
6. MILITARY STATUS: Respondent is a member of the United States Army Reserves and works as a civilian for the United States Army at Landstuhl Regional Medical Center in Landstuhl, Germany. Petitioner is not in the United States Military
7. GROUNDS: The parties shall be awarded a Decree of Divorce based upon irreconcilable differences of the marriage.
8. ALIMONY: Neither party should be awarded alimony from the other party, and this is contemplated as part of a lump-sum property settlement, as a waiver of current and future claims of alimony.

9. LUMP-SUM PROPERTY SETTLEMENT: In lieu of paying a monthly alimony award to Petitioner, Petitioner shall be awarded the entire Charles Schwab One Account [Acct No. xxx-6041] in the approximate amount of \$436,899.86 as of August 26, 2026. Until the Decree of Divorce is entered, neither party shall withdraw, remove, transfer, borrow against, encumber, dissipate, or otherwise dispose of any funds or assets held in the Charles Schwab One Account from or after August 26, 2026. Petitioner shall be awarded the account in its entirety, together with all increases or decreases in value attributable to market performance, investment gains or losses, dividends, interest, or other ordinary account activity occurring on or after August 26, 2026.

10.Any change in the value of the account resulting from a withdrawal, transfer, dissipation, or other removal of funds by either party shall not be treated as a market-related increase or decrease. Any funds improperly withdrawn, transferred, dissipated, or removed from the account after August 26, 2026 shall be restored to the account or otherwise credited to Petitioner in full.

11. MARITAL HOME: During the course of the marriage, the parties have not acquired any interest in real property, including any marital home or homestead. Therefore, there is no real property subject to equitable distribution or division in this proceeding.

12. PERSONAL PROPERTY: Each party shall be awarded all personal property currently in his or her possession, custody, or control.

13.To the extent any personal property remains subject to division, the parties shall divide such property by mutual agreement. In the event the parties are unable to reach an agreement,

they shall participate in mediation to resolve any disputes regarding the division of such property._

14. STORAGE UNIT IN SEATTLE: Petitioner shall be granted reasonable access to the storage unit located on the military installation in the state of Washington for the purpose of identifying and retrieving the personal property awarded to him under this Agreement. Petitioner shall be awarded, as his sole and separate property, the following items presently located in the storage unit: (a) the two (2) air-conditioning units; (b) the refrigerator; (c) Petitioner's skateboard; (d) all artwork contained in the storage unit; and (e) all of Petitioner's personal belongings and effects, including any such items that are intermixed with other property in boxes, containers, or otherwise stored within the unit.

15. The parties shall reasonably cooperate with one another to arrange Petitioner's access to the storage unit and shall execute or provide any authorization, documentation, identification, sponsorship, or other information reasonably necessary to permit access to the military installation and storage unit. The parties shall coordinate a mutually agreeable date and time for Petitioner to retrieve the property, taking into consideration any access restrictions, security requirements, or other requirements imposed by the military installation.

16. Neither party shall remove, dispose of, sell, transfer, conceal, damage, or otherwise impair any of the property awarded to Petitioner under this paragraph before Petitioner has been provided a reasonable opportunity to retrieve it. Respondent shall not unreasonably interfere with or delay Petitioner's access to or retrieval of the property awarded to him.

17. SEPARATE PROPERTY: All property, intellectual property and all other property rights which may be vested in either party as a result of acquisition prior to marriage, family inheritance, trusts or similar sources should be awarded to the party from whom the property came or to the party from whose family it came, so long as the separate property has not been co-mingled with marital funds or lost its separate character.

18. PETITIONER'S INHERITANCE ACCOUNT: Petitioner shall be awarded, as his sole and separate property and free from any claim by Respondent, the entire Chase Savings Account ending in 6970, together with all funds presently held therein. The parties acknowledge and agree that the funds held in this account are derived from inheritance proceeds received by Petitioner as a result of the deaths of his father and mother and constitute his separate property. The Chase Savings Account, including any interest, earnings, appreciation, or other increases attributable to the inherited funds, shall not be subject to division between the parties. Respondent waives and relinquishes any right, title, claim, or interest in or to the Chase Savings Account or the funds held therein.

19. PETITIONER'S PREMARITAL CHARLES SCHWAB ROLLOVER IRA: Petitioner shall be awarded, as his sole and separate property and free and clear of any right, title, claim, or interest of Respondent, the entire Charles Schwab Rollover IRA ending in [xxx-8525]. The funds held in this account are derived from retirement and/or investment benefits earned and accumulated by Petitioner through his employment with Delta Air Lines between approximately 1991 and 2003, prior to the parties' marriage.

20. PETITIONER'S PREMARITAL NEW YORK LIFE INSURANCE: Petitioner shall be awarded, as his sole and separate property and free and clear of any right, title, claim, or interest of Respondent, the entire New York Life Insurance Policy ending in [xxx-3882]. The funds held in this account are derived from a gift from Petitioner's grandfather when he was a minor.

21. PETITIONER'S JOHN HANCOCK ACCOUNT: Respondent shall be awarded the marital portion of Petitioner's John Hancock Electrical Workers 401(K) Savings Plan as follows:

a. Award of Marital Portion. Petitioner Paul Swenson Burke, is a participant in the Electrical Workers 401(K) Savings Plan. Respondent shall be awarded fifty percent (50%) of the marital portion of Petitioner's Electrical Workers 401(K) Savings Plan, determined as provided below. Petitioner shall be awarded the remaining balance of the Electrical Workers 401(K) Savings Plan as his sole and separate property.

b. Marital Portion. For purposes of dividing the Electrical Workers 401(K) Savings Plan, the marital portion shall consist of the portion of Petitioner's Electrical Workers 401(K) Savings Plan account attributable to contributions made during the parties' marriage, together with the investment earnings, gains, losses, appreciation, and depreciation attributable to those contributions.

c. The parties were married on November 8, 2013, and the marital period for purposes of this division shall end on entry of the Decree of Divorce [i.e. signed by the Judge].

d. Calculation of Petitioner's Award. Respondent's award shall be calculated as follows: $50\% \times$ (the value of Petitioner's Electrical Workers 401(K) Savings Plan attributable to contributions made between November 8, 2013 and the Decree of Divorce, together with all investment earnings, gains, losses, appreciation, and depreciation attributable to those marital contributions through the date the award is processed by the Electrical Workers 401(K) Savings Plan). Contributions made by Petitioner before the date of marriage or after the agreed marital cutoff date, together with the investment earnings, gains, losses, appreciation, and depreciation attributable solely to those separate contributions, shall remain Petitioner's sole and separate property and shall not be included in Respondent's award.

e. Gains and Losses Pending Distribution. Respondent's awarded share shall be adjusted for all investment earnings, gains, losses, appreciation, and depreciation attributable to Respondent's share from the applicable valuation or calculation date through the date the Electrical Workers 401(K) Savings Plan processes the division and distributes or transfers Respondent's award. Neither party shall receive a windfall or suffer a loss solely because of the passage of time between entry of the Decree and processing of the division.

f. No Loans, Withdrawals, or Dissipation. Until Respondent's interest has been fully segregated and distributed pursuant to the appropriate Qualified Domestic Retirement Benefits Court Order, Petitioner shall not withdraw, transfer, borrow against, encumber, dissipate, change the character of, or otherwise take any action with respect to the Electrical Workers 401(K) Savings Plan that would reduce or impair Respondent's awarded interest. Nothing in this paragraph shall prohibit ordinary market fluctuations or investment gains or losses within the Electrical Workers 401(K) Savings Plan.

g. Retirement Benefits Court Order. The parties shall cooperate in the preparation and submission of a separate Retirement Benefits Court Order ("QDRO") acceptable for processing by the Electrical Workers 401(K) Savings Plan and consistent with the terms of this Agreement and the Decree. The QDRO shall identify the parties and Petitioner's Electrical Workers 401(K) Savings Plan account as required by applicable federal law and Electrical Workers 401(K) Savings Plan regulations and shall direct payment of Respondent's awarded interest in a form that the Electrical Workers 401(K) Savings Plan will honor.

h. If the Electrical Workers 401(K) Savings Plan determines that the QDRO or any provision of the Decree is not acceptable for processing, the parties shall cooperate in promptly preparing and submitting an amended or replacement order containing such language as is reasonably necessary to effectuate the division contemplated by this Agreement, without altering the substantive economic interests awarded to either party.

i. Transfer and Tax Treatment. Respondent's Electrical Workers 401(K) Savings Plan award shall, at Respondent's election and to the extent permitted by applicable federal law and Electrical Workers 401(K) Savings Plan regulations, be transferred or rolled over directly into an eligible retirement plan or individual retirement account designated by Respondent. Each party shall be responsible for any taxes attributable to distributions ultimately received by that party. Neither

party shall take any action intended to cause the other party to incur avoidable taxes, penalties, or early-withdrawal consequences.

22. VEHICLES: Petitioner should be awarded the 2025 Subaru Crosstrek currently in his possession, together with all right, title and interest therein, free and clear of any claim by Respondent. Petitioner shall be responsible for acquiring insurance on this vehicle within seventy-two (72) hours after execution of this Stipulation by both parties.

23. Respondent should be awarded the 2020 BMW 430i currently in her possession, together with all right, title and interests therein, free and clear of any claim by Petitioner.

24. DEBTS: Each party shall be solely responsible for any debts, obligations, and liabilities incurred in his or her own name, including but not limited to credit card debts. Each party shall pay, indemnify, and hold the other party harmless from any such debts.

25. FINANCIAL/BANK ACCOUNTS: The financial accounts shall be awarded as follows:

Financial Institution	Awarded to:
USAA Checking [xxx-9146]	Paul
USA Saving [xxx-8397]	Darcy
Chase Checking [xxx-8731]	Paul
Navy Federal Account [xxx-6732]	Darcy
Wise Europe [xxx-2130]	Darcy
Community Bank [xxx-9319]	Darcy

26. USAA ACCOUNTS AND EQUALIZATION TRANSFER: As part of the parties' negotiated, fair, and equitable division of their marital estate and financial accounts, Respondent,

Darcy Lynn Sowards, shall transfer the sum of \$143,000.00 from her USAA account ending in [xxx-8397] into the parties' joint USAA Checking Account ending in [xxx-9146] within seventy-two (72) hours after execution of this Stipulation by both parties.

27. Upon completion of the \$143,000.00 transfer, Petitioner, Paul Burke, shall be awarded the entire balance of the joint USAA Checking Account ending in [xxx-9146], including the \$143,000.00 transferred by Respondent, as his sole and separate property, free and clear of any claim, right, title, or interest of Respondent. The \$143,000.00 payment and transfer is an integral part of the parties' overall equitable division of the marital estate and shall constitute a property distribution and not alimony, support, income, or a loan between the parties.

28. Following the transfer, the parties shall promptly cooperate and execute any documents required by USAA to remove Respondent's name from the joint USAA Checking Account and place the account solely in Petitioner's name. If USAA will not permit Respondent's name to be removed from the existing account, Petitioner shall be entitled to transfer the entire account balance into an account held solely in his name, and the parties shall cooperate in closing the joint account.

29. Until Respondent's name has been removed from the joint account or the account has been closed, Respondent shall not withdraw, transfer, spend, encumber, or otherwise exercise control over any funds in the joint USAA Checking Account, including the \$143,000.00 transferred pursuant to this provision.

30. Except for the required \$143,000.00 transfer, Respondent shall be awarded the remaining balance, if any, in her USAA account ending in [xxx-8397] as her sole and separate property, free and clear of any claim by Petitioner.

31. RESPONDENT'S THRIFT SAVINGS PLAN: Petitioner shall be awarded the marital portion of the Respondent's Thrift Saving Plan as follows:

a. **Award of Marital Portion.** Respondent, Darcy Lynn Sowards, is a participant in the federal Thrift Savings Plan ("TSP"). Petitioner shall be awarded fifty percent (50%) of the marital portion of Respondent's TSP account, determined as provided below. Respondent shall be awarded the remaining balance of the TSP as his sole and separate property.

b. **Marital Portion.** For purposes of dividing the TSP, the marital portion shall consist of the portion of Respondent's TSP account attributable to contributions made during the parties' marriage, together with the investment earnings, gains, losses, appreciation, and depreciation attributable to those contributions.

c. The parties were married on November 8, 2013, and the marital period for purposes of this division shall end on entry of the Decree of Divorce [i.e. signed by the Judge].

d. **Calculation of Petitioner's Award.** Petitioner's award shall be calculated as follows: $50\% \times$ (the value of Respondent's TSP attributable to contributions made between November 8, 2013 and the Decree of Divorce, together with all investment earnings, gains, losses, appreciation, and depreciation attributable to those marital contributions through the date the award is processed by the TSP). Contributions made by Respondent before the date of marriage or after the agreed marital cutoff date, together with the investment earnings, gains, losses, appreciation, and depreciation attributable solely to those separate contributions, shall remain Respondent's sole and separate property and shall not be included in Petitioner's award.

e. **Gains and Losses Pending Distribution.** Petitioner's awarded share shall be adjusted for all investment earnings, gains, losses, appreciation, and depreciation attributable to Petitioner's share from the applicable valuation or

calculation date through the date the TSP processes the division and distributes or transfers Petitioner's award. Neither party shall receive a windfall or suffer a loss solely because of the passage of time between entry of the Decree and processing of the division.

f. No Loans, Withdrawals, or Dissipation. Until Petitioner's interest has been fully segregated and distributed pursuant to the appropriate Retirement Benefits Court Order, Respondent shall not withdraw, transfer, borrow against, encumber, dissipate, change the character of, or otherwise take any action with respect to the TSP that would reduce or impair Petitioner's awarded interest. Nothing in this paragraph shall prohibit ordinary market fluctuations or investment gains or losses within the TSP.

g. Retirement Benefits Court Order. The parties shall cooperate in the preparation and submission of a separate Retirement Benefits Court Order ("RBCO") acceptable for processing by the Thrift Savings Plan and consistent with the terms of this Agreement and the Decree. The RBCO shall identify the parties and Respondent's TSP account as required by applicable federal law and TSP regulations and shall direct payment of Petitioner's awarded interest in a form that the TSP will honor.

h. If the TSP determines that the RBCO or any provision of the Decree is not acceptable for processing, the parties shall cooperate in promptly preparing and submitting an amended or replacement order containing such language as is reasonably necessary to effectuate the division contemplated by this Agreement, without altering the substantive economic interests awarded to either party.

i. Transfer and Tax Treatment. Petitioner's TSP award shall, at Petitioner's election and to the extent permitted by applicable federal law and TSP regulations, be transferred or rolled over directly into an eligible retirement plan or individual retirement account designated by Petitioner. Each party shall be responsible for any taxes attributable to distributions ultimately received by that party. Neither party shall take any action intended to cause the other party to incur avoidable taxes, penalties, or early-withdrawal consequences.

32. RESPONDENT'S FEDERAL CIVILIAN RETIREMENT BENEFITS (FERS):

Petitioner shall be awarded the marital portion of the Respondent's Federal Civilian Retirement Benefits (FERS) as follows:

a. Identification of Retirement Benefit. Respondent, Darcy Lynn Sowards, has accrued retirement benefits through her civilian employment with the United States Government under the Federal Employees Retirement System ("FERS"). The parties agree that the portion of Respondent's FERS retirement benefits accrued during the marriage constitutes marital property and shall be divided as set forth herein.

b. Petitioner's Share of Marital Portion. Petitioner shall be awarded fifty percent (50%) of the marital portion of Respondent's FERS retirement benefit. The marital portion shall be determined by applying a coverture fraction to Respondent's gross monthly FERS annuity, with: (a) the numerator being the total number of months of Respondent's creditable federal civilian service under FERS occurring during the marriage, beginning on November 8, 2013 and ending on the entry of the Decree of Divorce; and (b) the denominator being the total number of months of Respondent's creditable federal civilian service used by the Office of Personnel Management ("OPM") in calculating Respondent's FERS retirement annuity.

c. Petitioner's share shall therefore equal: $50\% \times (\text{Months of Creditable FERS Service During the Marriage} \div \text{Total Months of Creditable FERS Service}) \times \text{Respondent's Gross Monthly FERS Annuity}$.

d. Respondent shall be awarded as her sole and separate property the remaining portion of her FERS retirement benefit, including the portion attributable to creditable federal civilian service occurring before the marriage or after the agreed marital cutoff date.

e. Direct Payment by OPM. The parties intend that Petitioner's awarded share be paid directly to Petitioner by the United States Office of Personnel Management to the fullest extent permitted by federal law. The parties shall cooperate in the preparation and entry of a separate **Court Order Acceptable for Processing ("COAP")** that complies with 5 C.F.R. Part 838 and effectuates the division of Respondent's FERS retirement benefits provided for in this Agreement.

f. The provisions concerning Respondent's FERS retirement benefits are governed by **5 C.F.R. Part 838** and are intended to be drafted and construed in accordance with the terminology used therein.

g. **Post-Divorce Employment and Service.** Respondent shall retain as her sole and separate property the portion of her retirement benefit attributable to creditable civilian federal service performed after the entry of the Decree of Divorce. Petitioner's percentage interest shall not increase as a result of additional months or years of federal civilian service performed by Respondent after that date, except that Petitioner's marital share shall be calculated using Respondent's retirement annuity as ultimately determined by OPM and the coverture fraction stated above.

h. **Commencement and Duration of Payments.** Petitioner's entitlement to direct payment shall commence when Respondent's FERS annuity becomes payable and at such time as payment to Petitioner is authorized under applicable federal law and OPM regulations. Petitioner's payments from Respondent's employee annuity shall continue for so long as authorized under applicable federal law and the Court Order Acceptable for Processing.

i. **Refund or Withdrawal of Retirement Contributions.** Respondent shall not withdraw, refund, transfer, assign, or otherwise take any action concerning her FERS retirement contributions or benefits for the purpose of defeating, diminishing, or impairing Petitioner's marital interest awarded under this Agreement. If Respondent becomes eligible to receive a refund of employee contributions before retirement, the parties shall cooperate in obtaining such additional orders as may be necessary to preserve Petitioner's awarded marital interest to the extent permitted by federal law.

j. **Court Order Acceptable for Processing.** The parties shall cooperate in the preparation, execution, entry, and submission of a separate COAP to OPM. If OPM determines that the COAP is not acceptable for processing, the parties shall cooperate in promptly preparing and obtaining entry of an amended or replacement order containing such provisions as are necessary for acceptance and processing by OPM, provided that any amendment shall preserve the substantive economic division agreed upon by the parties.

33. RESPONDENT'S MILITARY RETIREMENT: Petitioner shall be awarded the marital portion of the Respondent's Reserve Military Retirement as follows:

a. Identification of Retirement Benefit. Respondent, Darcy Lynn Sowards, has accrued retirement benefits through her service as a member of the United States military. . The parties acknowledge that the portion of Respondent's military retirement accrued during the marriage constitutes marital property and shall be divided between the parties as provided herein.

b. Division of Marital Portion. Petitioner shall be awarded fifty percent (50%) of the marital portion of Respondent's disposable military retired pay, as that term is defined by the Uniformed Services Former Spouses' Protection Act ("USFSPA"), 10 U.S.C. § 1408.

c. Because Respondent's retirement includes a period of time in the Reserve Component, the marital portion shall be determined based upon the retirement points earned by Respondent during the marriage.

d. Petitioner's share shall be calculated by multiplying fifty percent (50%) by a fraction, the numerator of which is the total number of Respondent's creditable retirement points earned during the parties' marriage, from November 8, 2013 through the entry of the Decree of Divorce, and the denominator of which is Respondent's total number of creditable retirement points used to calculate the disposable military retired pay subject to division under applicable federal law.

e. Accordingly, Petitioner's marital share shall be calculated as follows: $50\% \times (\text{Respondent's creditable retirement points earned during the marriage} \div \text{Respondent's total creditable retirement points}) \times \text{Respondent's disposable military retired pay subject to division}$.

f. Respondent's Separate Interest. Respondent shall be awarded, as her sole and separate property, the remaining portion of her military retirement, including the portion attributable to retirement points earned before the marriage and, to the extent excluded from the divisible benefit under applicable federal law, retirement points earned after the marital cutoff date.

g. Federal Limitations and Frozen Benefit Rule. The parties acknowledge that the division and payment of Respondent's military retired pay are subject to the USFSPA, including 10 U.S.C. § 1408, and other applicable federal statutes

and regulations. To the extent federal law requires Respondent's disposable retired pay to be calculated using Respondent's retired pay base, creditable retirement points, rank, years of service, or other applicable factors existing as of the date of the parties' divorce, the parties intend that the award to Petitioner comply with those requirements while preserving Petitioner's fifty-percent (50%) interest in the marital portion of the retirement benefit to the fullest extent permitted by federal law.

h. Cost-of-Living Adjustments. Petitioner's share of Respondent's disposable military retired pay shall receive all cost-of-living adjustments and other adjustments applicable to Petitioner's awarded percentage to the extent provided by federal law. The parties intend that Petitioner's awarded share increase or decrease proportionately with adjustments applicable to the divisible retired pay from which her award is calculated.

i. Commencement of Payments. Petitioner's right to receive his share of Respondent's military retired pay shall commence when Respondent becomes entitled to receive military retired pay and payments to Petitioner are authorized under applicable federal law. Nothing herein shall require Respondent to commence receiving retired pay before she is eligible to do so under federal law.

j. Direct Payment Through DFAS. The parties intend that Petitioner's awarded share be paid directly to Petitioner by the Defense Finance and Accounting Service ("DFAS") to the fullest extent permitted by the USFSPA and other applicable federal law.

k. The parties shall cooperate in the preparation, execution, entry, and submission of a separate Military Retired Pay Division Order containing all information and findings required by DFAS to implement the division provided for herein.

l. DFAS-Compliant Order. The Military Retired Pay Division Order shall state Petitioner's award using a formula acceptable to DFAS and shall include Respondent's applicable retirement points and such additional information concerning Respondent's rank, pay grade, years of service for basic pay purposes, retired pay base or High-3, and other information as DFAS may require based upon Respondent's date of entry into military service and retirement status.

m. The parties shall promptly exchange and cooperate in obtaining Respondent's military records, including Respondent's Retirement Point Statement, necessary to determine the number of creditable retirement points earned during the marriage and the other information necessary to prepare a DFAS-compliant order.

n. Cooperation and Amended Orders. If DFAS determines that the Military Retired Pay Division Order is not acceptable for processing, the parties shall cooperate in promptly preparing and obtaining entry of an amended or replacement order containing such additional or revised language as DFAS requires, provided that any amendment shall preserve, to the fullest extent permitted by federal law, the substantive division of the marital portion of Respondent's military retirement agreed upon by the parties.

34. BUSINESS INTERESTS: The parties have no business interests subject to division in this proceeding.

35. SKYMILES/AIRLINE MILEAGE PLANS: Each party should be awarded his/her SkyMiles, or equivalent airline mileage plan, account in his/her name.

36. TAXES: The parties should file separately their 2025 and 2026 taxes.

37. TITLES AND COOPERATION: Each of the parties shall be ordered to cooperate, execute and deliver any titles to vehicles and any other documents necessary to implement the provisions of the Decree of Divorce entered by this Court. If there are any titles that have been lost or misplaced, both parties shall cooperate in executing documents for a replacement title.

38. FULL DISCLOSURE OF ASSETS: The parties represent and warrant that they have made a full and complete disclosure to one another of all assets, accounts, property, and financial interests in which either party has or claims any legal, equitable, beneficial, marital, or separate-

property interest, and that this Agreement is intended to constitute a full and final division of all property and assets of the parties.

39. Except as otherwise expressly provided in this Agreement, each party shall retain as his or her sole and separate property the assets specifically awarded to that party herein.

40. If, after execution of this Agreement or entry of the Decree, an asset, account, property interest, financial interest, or other item of property is discovered that existed as of the date of this Agreement and was not disclosed and was not expressly divided or otherwise addressed by this Agreement, the Court shall retain jurisdiction to determine the nature, ownership, and value of the omitted asset and to make an equitable disposition thereof.

41. If the Court determines that a party failed to disclose, concealed, transferred, dissipated, or otherwise withheld information concerning an asset subject to disclosure or division, the Court may award all or any portion of the undisclosed or concealed asset to the other party, together with any appreciation, income, earnings, proceeds, or other benefits attributable to that asset, as the Court determines equitable and appropriate.

42. Nothing in this provision shall limit either party's right to seek any other remedy available under applicable law arising from the nondisclosure, concealment, transfer, or dissipation of property, including an award of attorney fees and costs where authorized by law. The Court shall retain continuing jurisdiction to enforce this provision and to enter such further orders as may be necessary to accomplish the parties' intended full and final division of their marital estate.

43. ATTORNEY FEES: Each party shall pay their own respective costs and attorney fees incurred from their individually held accounts.

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Electronically SIGNED by the Court, as shown at the top of this Order

Approved as to form:

/s/Darcy Sowards (Electronic Signature on File)
DARCY SOWARDS
Respondent

RULE 7 NOTICE

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

CERTIFICATE OF SERVICE

I hereby certify that I emailed and e-filed and therefore served a true and correct copy of the foregoing, ***Decree of Divorce*** this 31st day of August, 2026, to the following:

Darcy Lynn Sowards

Email: dlsowards@yahoo.com

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GLAN-MUNCHEILER
GLAN-MUNCHELIER, AE 6690

/s/ Melanie Adams Cook