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

In the Matter of the Marriage of:

MICHAEL JAMES BOONE,
Petitioner,

and,

DELYS ARYANN BOONE,
Respondent.

DECREE OF DIVORCE

Civil No. 254701710
The Honorable David J. Williams
Commissioner Christina Wilson

THIS MATTER having come before the Court pursuant to the parties' Stipulation and Settlement Agreement (the "**Agreement**") [Dkt. No. 65], the Court having reviewed and approved that Agreement, the Court having reviewed the file and all relevant pleadings and documents therein, the Court having made and entered its Findings of Fact and Conclusions of Law, which incorporate by reference the terms of the Agreement, and the Court otherwise being fully informed in the premises, hereby ORDERS, ADJUDGES, and DECREES:

1. Jurisdiction. This Court's exercise of jurisdiction is proper under, among other authorities, Utah Code Ann. § 81-4-104 (regarding divorces), Utah Code Ann. § 78A-5-102 (general jurisdiction of district courts), and Utah Code Ann. § 81-8-101 et seq. (the Uniform Interstate Family Support Act ("UIFSA")).

2. Venue. Venue is proper in this District Court under, among other authorities, Utah Code Ann. § 78B-3-307 and Utah Code Ann. § 81-4-203.

3. Decree of Divorce. The parties, Petitioner, MICHAEL JAMES BOONE (“**Michael**” or “**Petitioner**”) and Respondent, DELYS ARYANN BOONE (“**Delys**” or “**Respondent**”) are hereby granted a Decree of Divorce, final upon entry, severing the bonds of matrimony heretofore existing between them on the grounds of irreconcilable differences.

3. No Children. The parties have no children within this marriage.

4. Real Property. During the course of the marriage, the parties acquired a marital home located at 576 S 1425 W in Layton, UT 84041. The parties acknowledged that Petitioner has executed a quitclaim deed conveying all his right, title, and interest in the marital residence to the Respondent. Respondent is hereby awarded the marital residence as her sole and separate property and is hereby entitled to all equity therein, free and clear of any claim by Petitioner.

5. Effective immediately, Respondent shall be solely responsible for and shall pay the mortgage, property taxes, homeowner’s insurance, utilities, maintenance, repairs, and all other expenses associated with the residence in a timely manner. Respondent shall indemnify and hold Petitioner harmless from any liability, claim, loss, damage, or expense arising from the property or mortgage obligation.

6. Respondent shall refinance the existing mortgage to remove the Petitioner within a period of forty-eight (48) months from the entry of the Decree of Divorce. If refinancing is not possible within that timeframe, then the residence shall be listed for sale and sold at fair market value. Upon sale, Respondent shall retain all net proceeds. Petitioner has waived any claim to the equity or proceeds. The Court accepts Petitioner’s waiver.

7. Personal Property. Each party shall receive and keep as his or her own separate property, all personal property brought into the marriage, or separate property received during the marriage by gift, inheritance, or devise that was not gifted to the other party or intermingled in the marriage.

8. All other personal property acquired during the marriage shall be divided between the parties equally, as they can agree. If they cannot agree, then parties shall attend mediation to divide the property equally as a stand-alone issue.

9. Travel Memberships. The parties acknowledged the existence of a travel membership with World Platinum Travel, Member ID No. 1587979. Effective upon entry of the Decree of Divorce, all rights, title, interest, benefits, privileges, and obligations associated with the membership are hereby awarded to Respondent as her sole and separate property. Petitioner relinquished and waived any claim, ownership, interest, or rights associated with the membership and the Court accepts Petitioner's waiver. Respondent shall be solely responsible for all future membership fees, assessments, dues, charges, obligations, and liabilities associated with the membership and shall indemnify and hold Petitioner harmless from any such expenses or claims arising after the entry of the Decree of Divorce. The parties shall execute any documents that are reasonably necessary to transfer the ownership of the membership to Respondent and remove Petitioner from the membership records.

10. The parties acknowledged the existence of a second travel membership with Global Discovery Vacations, Member ID GD017589. Effective upon entry of the Decree of Divorce, all rights, title, interest, benefits, privileges, and obligations associated with the membership are hereby awarded to Petitioner as his sole and separate property. Respondent

relinquished and waived any claim, ownership, interest, or rights associated with the membership and the Court accepts Respondent's waiver. Petitioner shall be solely responsible for all future membership fees, assessments, dues, charges, obligations, and liabilities associated with the membership and shall indemnify and hold Respondent harmless from any such expenses or claims arising after the entry of the Decree of Divorce. The parties shall execute any documents that are reasonably necessary to transfer the ownership of the membership to Petitioner and remove Respondent from the membership records.

11. Family Photos. The parties shall make available to each other for copying (the expense of which should be equitably divided), all family pictures, videos, and other family memorabilia in his/her respective possession, the original copies of which shall be promptly returned to the party presently in possession thereof.

12. Silver & Delta Fidelity 401(k) Account. The parties acknowledged that during the marriage approximately 2,080 ounces of silver and/or silver products (including but not limited to coins, bars, rounds, and bullion) (collectively, the "Silver") was purchased using marital funds and constitute marital property. As part of the negotiated division of marital assets, Respondent is hereby awarded all rights, title, and interest in the Silver, including full possession and ownership, free and clear of any claim by Petitioner. The Silver shall be awarded to Respondent in its current "as-is" condition, with no warranties or representations regarding purity, authenticity, valuation, or physical condition. Respondent acknowledged she currently possesses all the Silver.

13. In consideration for the Silver, Petitioner is hereby awarded all rights, title, and interest in his Delta Fidelity 401(k) account, including all balances, contributions, gains, and

associated retirement assets, free and clear of any claim by Respondent. Respondent expressly waived any right to a QDRO or any division of Petitioner's Delta Fidelity 401(k). The Court accepts Respondent's waiver.

14. This exchange is intended by both parties to constitute a fair and final equalization of marital property pursuant to Utah Code § 30-3-5. Each party waived any future claim to the asset awarded to the other under this section. The Court accepts these waivers.

15. Bank Accounts. The parties have always had their own bank accounts, which are hereby awarded to the party whose name is associated with it, free and clear of any claim by the other party.

16. Debts. Other than the mortgage, the parties do not have any debt in the other's name. Accordingly, the parties shall each be responsible for all debts incurred during the marriage that is in their own name, and shall indemnify and hold the other party harmless therefrom.

17. Any jointly titled credit card or other credit accounts shall be closed and re-opened in either party's respective individual name.

18. Each party shall assume responsibility for the debts they have personally accrued or been ordered to pay herein, and the responsible party shall hold the other party harmless for any and all liability thereon.

19. Each party shall be responsible for any debt individually incurred after the date of separation. If there exists any other marital debts that are not known at this time, those debts shall be paid by the party who incurred such debt or split equally if incurred jointly.

20. Pursuant to UTAH CODE ANN. §30-3-5(c)(ii), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses, and shall refinance any debt that is in the other party's name into solely his/her own name within 60 days. The mortgage loan on the marital residence is expressly excluded from this Section, as the Petitioner shall remain on said loan for a period of forty-eight (48) months pursuant to the provisions set forth above

21. Retirement. The parties own multiple retirement accounts. Respondent has a Charles Schwab account that is fully premarital and shall be awarded to her. Petitioner shall be awarded the Fidelity Delta 401(k) account as part of the parties' negotiated settlement in consideration of Respondent receiving the Silver. Petitioner has a URS Pension from a previous employer he is currently receiving. The pension shall be divided equally between Petitioner and Respondent. The remaining accounts shall be divided as follows:

Retirement Account	Marital Portion	Petitioner Share	Respondent Share
Robinhood (DeLys)	\$650.00	\$0.00	\$650.00
Robinhood (Michael)	\$4,941.80	\$4,941.80	\$0.00
Jackson (Michael)	\$7,639.46	\$3,841.73	\$3,841.73
Fidelity Delta (Michael)	\$70,779.97	\$70,779.97	\$0.00
URS 401k (Michael Core)	\$11,031.90	\$5,515.95	\$5,515.95
URS 457k (Michael Core)	\$3,299.26	\$1,649.63	\$1,649.63
URS 401k (Michael Schwab)	\$81,471.24	\$40,735.62	\$40,735.62
URS 457k (Michael Schwab)	\$12,426.93	\$6,213.46	\$6,213.46

Totals	\$192,284.56	\$133,678.16	\$58,606.39
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22. The parties shall utilize a neutral third-party attorney to draft the necessary orders to divide the above. They shall equally divide the costs for the same and work directly with the attorney to provide them with the relevant documents to divide the same.

23. Business Interests. Petitioner owns a small S Corporation, a computer-related side business. The S Corporation, including all assets, interests, and benefits associated therewith, are hereby awarded solely to Petitioner as his separate property, subject to him assuming all debts and liabilities associated therewith and indemnifying and holding Respondent harmless therefrom. Respondent is hereby released and exempted from any and all liability, obligation, debt, or claim arising from or related to the S Corporation, whether existing now or in the future.

24. Cooperation. The 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.

25. Attorney Fees. Each party shall bear their own attorney fees and costs.

26. Documents. Each party is hereby ordered to sign all necessary documents, deeds, or conveyances as are needed to transfer property, vehicles or other assets as divided by the Decree of Divorce. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

27. Maiden Name. Respondent may be restored to her maiden name, if she so desires.

END OF DECREE OF DIVORCE.

****EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE DATE AND
SEAL AT THE TOP OF THE FIRST PAGE****

Approved as to Form:

MICHAEL JAMES BOONE
Petitioner

CERTIFICATE OF SERVICE AND RULE 7 CERTIFICATION

Notice is hereby given that, pursuant to Rule 7 of the Utah Rules of Civil Procedure, Respondent intends, without further notice to Petitioner, to file with the Court the within and foregoing, if no objection thereto is filed within the time prescribed by Rule 7.

This certifies that I caused a true and correct copy of the foregoing to be delivered, via email, to the following this 8th day of September, 2026.

MICHAEL JAMES BOONE
Petitioner
michaeljboone@hotmail.com

/s/ Taryn N. Evans