The Order of the Court is stated below:
Dated: October 05, 2026 04:06:21 PM **/s/** MICHAEL S. EDWARDS
District Court Judge

Jayson F. Henderson, #9762
EDGMON HENDERSON LAW
1472 North Main Street
Bountiful, Utah 84010
Telephone: (801) 294-9990
Facsimile: (801) 294-9993
Email: jaysonfh1@gmail.com
Attorney for Petitioner

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

In the Matter of the Marriage of: SARAH BAKER, Petitioner, and JOSEPH BAKER, Respondent.	**DECREE OF DIVORCE** Case No. 264701214 Judge: MICHAEL EDWARDS Commissioner: JULIE WINKLER

This matter came before the Court for decision upon the Stipulation and Marital Settlement Agreement (the "Stipulation") executed on September 29, 2026, by Petitioner, SARAH BAKER ("Petitioner"), who is represented by her counsel, Jayson F. Henderson of Edgmon Henderson Law, and Respondent, JOSEPH BAKER ("Respondent"), who appears pro se. The Court, having made and entered its Findings of Fact and Conclusions of Law, and good cause appearing, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

Divorce

1. Petitioner is hereby awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences pursuant to Utah Code Ann. § 81-4-405(1)(h), and the bonds of matrimony heretofore existing between Petitioner and Respondent are hereby dissolved. This Decree of Divorce shall become final upon entry.

2. The parties' Stipulation is approved, adopted, and incorporated herein by this reference, and the parties are ordered to comply with its terms as set forth in this Decree.

Children

3. The parties have no minor children, and no children are expected. Child custody, parent-time, and child support are not at issue in this proceeding.

Alimony

4. No alimony is awarded to either party.

Real Property

5. During the course of the marriage, the parties jointly acquired an interest in certain real property located at 975 Rothbury Court, North Salt Lake, Utah 84054 (the "marital home").

6. The parties shall immediately attempt to sell the marital home without listing it on the MLS or using a real estate agent.

7. In the event the parties are unable to sell the marital home within sixty (60) days from September 29, 2026 (the date of the Stipulation), without listing it on the MLS or using a real estate agent, the parties shall list the marital home for sale on the MLS and use a mutually agreed-upon agent within ninety (90) days from September 29, 2026, and shall thereafter accept the highest and/or most reasonable offer.

8. Upon the sale of the marital home, the parties shall immediately pay off in full at closing the balance of the home loans, being the first mortgage with Newrez (approximately $275,000) and the home equity line of credit ("HELOC") with Utah First Credit Union (approximately $86,677).

9. With the equity proceeds from the sale of the marital home, prior to division, the parties shall pay all real estate commissions, closing costs, and marital debts at closing.

10. As to the remaining net proceeds from the sale of the marital home, Respondent shall receive the initial $65,000.00 from the net proceeds at closing in lieu of asserting any claim against Petitioner’s retirement accounts (past, present and future), including, but not limited to, her Thrift Savings Plan (TSP) account and Federal Employees Retirement System (FERS) account, taking into account all credits and offsets applicable to Respondent’s retirement accounts, social security disability benefits, Veterans Affairs (VA) pensions and/or disability benefits.

11. As to the remaining net proceeds from the sale of the marital home, after Respondent receives the initial $65,000.00 from the net proceeds at closing as set forth above, Petitioner shall receive fifty percent (50%) of the remaining net proceeds at closing and Respondent shall receive fifty percent (50%) of the remaining net proceeds at closing.

12. Respondent shall be awarded sole and exclusive occupancy of the marital home during the pendency of this action or until the marital home is sold, whichever occurs first.

13. Respondent shall be solely responsible for any and all financial obligations and liabilities pertaining to the marital home (e.g., mortgages, loans, liens, utilities, insurance,

maintenance, taxes and/or any other obligations relating to said real property, as applicable), until the marital home is sold.

Personal Property

14. During the marriage, the parties acquired various items of personal property (including furniture, appliances, household goods, equipment, tools, fixtures, supplies, electronics, belongings, etc.). The parties shall make an equitable distribution of said personal property on a 50/50 basis and, if they are unable to do so, they shall attend at least one session of mediation. If there is still no agreement, either party may bring the matter before the Court.

15. The parties shall equitably divide all items of personal property subject to any indebtedness thereon and take immediate action to indemnify and hold the other harmless thereon.

16. Each party shall execute applicable property transfer deeds within fourteen (14) days of entry of the Decree of Divorce.

17. Petitioner is hereby awarded the 2023 Toyota Tacoma, subject to any indebtedness thereon.

18. Respondent is hereby awarded the 2005 Dodge Ram, subject to any indebtedness thereon.

19. Respondent is hereby awarded the Lund boat and trailer (valued at approximately $20,000), subject to any indebtedness thereon, and offset by Respondent solely taking on the various debts assigned to him below.

20. Respondent shall maintain the status quo and continue to pay all obligations in connection with all such personal property during the pendency of this matter.

21. Respondent shall be responsible for all payments associated with the vehicles, boats and trailers awarded to him and all obligations relating thereto (i.e., loans, maintenance, repairs, registration, insurance, etc.).

22. Both parties shall execute any and all documents necessary to effectuate the assignment, sale, refinance and/or transfer of any such items of personal property.

Financial Accounts

23. The parties shall equitably divide on a 50/50 basis any and all cash, checking accounts, savings accounts, HSA accounts, refunds, brokerage accounts, stocks, funds, investments, businesses, business interests, crypto currencies, payment processing accounts, memberships, rewards, financial accounts and the like.

24. The parties shall equitably divide on a 50/50 basis any and all funds in the parties' Horizon Credit Union checking account (Account # XX377 001) and Horizon Credit Union savings account (Account # XX377 000). The parties shall open their own separate, individual accounts and, after dividing the full account balances from their joint accounts, the parties shall close said joint accounts within fourteen (14) days.

Retirement

25. Each party is hereby awarded her and his own retirement accounts and benefits (including, but not limited to, pensions, IRAs, 401(k)s, 457 accounts, TSP, FERS, profit sharing plans, annuities, social security disability, VA benefits, etc.). Each party expressly waives any claim (past, present and future) to the other party's retirement and/or retirement survivor benefits.

26. Consistent with the foregoing waiver, nothing in this Decree awards either party any interest in, or any former spouse survivor annuity or survivor benefit under, the other party's retirement accounts or benefits, including Petitioner's TSP and FERS accounts.

Other Property

27. Petitioner and Respondent are each hereby awarded any and all personal property not mentioned herein currently in her or his respective possession, custody and control, with the debts and liabilities pertaining thereto, or as the parties can otherwise agree.

28. All property and property rights which may be vested in either party as a result of a family inheritance, trust, or similar source are hereby awarded to the party from whose family it came.

29. Any and all marital assets not specifically listed herein shall be equitably divided as the parties can agree. If the parties cannot agree, they shall be divided by the Court.

Life Insurance

30. Neither party is required to maintain and/or obtain life insurance in her or his name naming the other party as beneficiary. Each party shall maintain and/or obtain life insurance in her or his name, naming the parties' adult children as beneficiaries.

Debts

31. During the course of the marriage, the parties incurred miscellaneous debts and obligations. The debts and obligations incurred during the marriage, including all family expenses, shall be allocated between the parties in an equitable manner and divided as the parties have agreed or as the parties can agree in connection with the division of property. The debts and obligations of the parties are allocated as follows:

Petitioner Debts

a. Petitioner shall assume, pay, defend, indemnify and hold Respondent harmless from any debt or obligation she has incurred in her name at any time since separation.

b. Petitioner shall be 100% responsible for and shall pay the total loan owed to Signature Federal Credit Union on the 2023 Toyota Tacoma (approximately $33,827).

c. Petitioner shall be 100% responsible for and shall pay the total loan owed on her TSP obligation (approximately $7,000).

d. Petitioner shall indemnify and hold Respondent harmless from any creditor claims against Respondent for the debts assigned to Petitioner.

Respondent Debts

e. Respondent shall assume, pay, defend, indemnify and hold Petitioner harmless from any debt or obligation he has incurred in his name at any time since separation.

f. Respondent shall be 100% responsible for and shall pay the total loan owed to Golden West Credit Union on the 2005 Dodge Ram (approximately $16,500).

g. Respondent shall be 100% responsible for and shall pay the total amount(s) owed on the parties' credit card obligation, including the amount owing on the Sapphire Preferred Card, Account # XXXX XXXX XXXX 5486 (approximately $10,415).

h. Respondent shall be 100% responsible for and shall pay the total car loan owed to Utah Community Credit Union (UCCU) on the adult child's vehicle (approximately $5,000).

i. Respondent shall indemnify and hold Petitioner harmless from any creditor claims against Petitioner for the debts assigned to Respondent.

Joint Debts

j. Petitioner and Respondent shall jointly assume and pay Petitioner's student loan debt owed to MOHELA, Account # XXXXXXXX54-1 (approximately $28,286), until paid in full or forgiven. The current monthly payment is $290.00, so each party shall pay $145.00 per month.

k. Petitioner and Respondent shall jointly assume, and Respondent, while in exclusive occupancy of the marital home, shall pay, the first mortgage on the marital home to Newrez (approximately $275,000), until paid in full.

l. Petitioner and Respondent shall jointly assume, and Respondent, while in exclusive occupancy of the marital home, shall pay, the HELOC on the marital home to Utah First Credit Union (approximately $86,677), until paid in full.

32. Petitioner shall indemnify and hold Respondent harmless on all debts and obligations Petitioner is ordered to pay, and Respondent shall indemnify and hold Petitioner harmless on all debts and obligations Respondent is ordered to pay.

33. The parties shall provide notice to their respective creditors and obligees regarding the Court's division of debts, obligations, and/or liabilities within fifteen (15) days of entry of the Decree of Divorce.

34. Any jointly-titled credit card or financial obligation shall be closed and re-opened in either Petitioner's or Respondent's respective individual name, as assumed and/or allocated.

35. During the pendency of this matter, Respondent shall maintain the status quo and continue to pay any and all debts in connection with this marriage, including, but not limited to, health insurance, personal property insurance, homeowner's insurance, life insurance, cell phone coverage, home loans, auto loans, personal loans, utilities, taxes and other ongoing obligations. The parties shall endeavor to pay off their joint debts following the sale of the marital home.

Taxes

36. The parties shall file joint tax returns, state and federal, for tax year 2026. The parties shall jointly pay any and all taxes owed or owing in connection therewith, and shall equally divide any refunds. For all tax years thereafter, the parties shall file separately, and Petitioner shall be solely entitled to claim the parties' children as dependent(s)/exemption(s), provided there exists a basis for doing so.

Restraining Orders

37. Respondent is hereby enjoined and restrained from disposing of, selling, transferring, secreting, altering, encumbering, or otherwise depleting any of the marital estate and any assets therein during the pendency of this action.

38. Respondent is hereby enjoined and restrained from abusing, harming, threatening, annoying or bothering Petitioner, or Petitioner's family, in any manner whatsoever. Methods of

harassment include, but are not limited to, excessive unsolicited telephone calls, electronic contacts, social media posts, emails, texts, private messages, etc., and unplanned visits at Petitioner's place of residence.

39. Respondent is hereby permanently restrained from harassing, defaming, stalking, disparaging, vilifying or demeaning Petitioner or Petitioner's family at any time.

40. Respondent is hereby enjoined and restrained from trespassing upon Petitioner's residence, and is only permitted entry on said property as agreed by the parties, scheduled in advance by the parties, and only with a police escort for the purpose of removing personal items and belongings.

Attorney Fees and Costs

41. Respondent shall pay and/or reimburse Petitioner at least one-half of any attorney fees and costs incurred herein within thirty (30) days of execution of the Stipulation (i.e., on or before October 29, 2026).

Miscellaneous

42. Petitioner reserves the right to have her maiden name restored, as applicable, if she so desires.

Dispute Resolution

43. In the event a future dispute arises regarding a provision of the Decree of Divorce and the parties are unable to reach a resolution, the parties shall enter mediation, splitting the costs thereof 50/50, before instituting any legal action with the Court.

Implementation

44. Each party shall cooperate in the implementation, execution and delivery of any and all documents and/or orders of the Court, including providing to the other party any and all documents and/or signatures necessary in connection therewith.

45. Each party shall execute such deeds, contracts, agreements or other transfers or conveyances as may be necessary to transfer the property or things awarded herein.

46. Should a party fail to execute a document necessary to implement a provision of the Stipulation and this Decree of Divorce, the other party may bring a Motion to Enforce (without having to attempt to resolve the matter through mediation) at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same effect as if executed by the disobedient party.

47. Each party shall cooperate with the other, through counsel or otherwise, to effectuate changes in titles to property divided herein, to change names and responsibilities of payment upon the debts, and to cooperate in each and every way necessary or proper.

48. Any and all property and money received or retained by either party pursuant to this divorce shall, upon entry of the Decree of Divorce, be deemed the separate property of such party free and clear of any right, interest or claim of the other party, including the right to inherit or be named hereafter as a beneficiary, except as specifically awarded herein, and each party shall have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to her or him.

49. The parties shall cooperate in the copying and exchange of family photographs, electronic files and keepsakes.

General Provisions

50. The Stipulation supersedes and replaces all prior stipulations, agreements and understandings, oral or written, by and between the parties.

51. Modification or waiver of any of the terms of the parties' agreement shall not be valid unless made in writing, signed by the parties, and subsequently approved by the Court. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default of the same or a similar nature.

52. The Stipulation and all rights and obligations of the parties thereunder shall be interpreted and construed in accordance with the laws of the State of Utah.

53. If any term, paragraph, or provision of the Stipulation or this Decree is held by a court to be invalid or unenforceable for any reason, the remainder shall continue in full force and effect, and the court shall interpret said sections in a manner consistent with the terms therein.

In accordance with the Utah State District Court Efiling Standard No. 4 and Rule 10(e) of the Utah Rules of Civil Procedure, this document does not bear the handwritten signature of the Judge, but instead displays an electronic signature and date at the upper right-hand corner of the first page.

SO ORDERED

[Order becomes effective on the date of electronically added signature and seal on page one]

*** END OF DOCUMENT ***

Prepared and Submitted by:

Dated: October 2, 2026.

/s/ Jayson F. Henderson
Jayson F. Henderson
Attorney for Petitioner

Approval as to Form and Content:

Dated: October 2, 2026.

/s/ Joseph Baker
Joseph Baker
Respondent
Pro Se
[permission to sign electronically given to counsel on 10/2/2026]

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of October, 2026, I caused to be served via email and efiling (GreenFiling), a true and correct copy of the foregoing DECREE OF DIVORCE to all counsel and/or unrepresented parties of record, including, as follows:

JOSEPH BAKER
Respondent
Pro Se
Email: localjoe1@hotmail.com

/s/ Jayson F. Henderson
Jayson F. Henderson
Attorney for Petitioner