The Order of the Court is stated below:
Dated: October 19, 2026 04:01:52 PM **/s/** RONALD G. RUSSELL
District Court Judge

David J. Hatch #14057
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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: TRISHA KRUEGER, And AMBER KRUEGER.	**DECREE OF DIVORCE** Civil No. 254701255 Judge Ronald Russell Commissioner Julie Winkler

Pursuant to the *Stipulation and Settlement Agreement* a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

Debts and Obligations

2. Both parties shall assume, pay and hold the other harmless from liability on all debts and obligations incurred by the parties after their date of separation, July 1, 2025 unless otherwise allocated herein.

3. Amber shall assume full responsibility for the debts and obligations borne solely in her name and shall indemnify and hold Trisha harmless from any claims, costs, or liabilities arising therefrom.

4. Trisha shall assume full responsibility for the debts and obligations borne solely in her name and shall indemnify and hold Amber harmless from any claims, costs, or liabilities arising therefrom.

5. Trisha shall assume sole responsibility for, and shall indemnify and hold Amber harmless from any and all joint debts and obligations incurred by the parties during the marriage, unless otherwise allocated herein.

a. As an equitable allocation of the parties' marital debts, Amber shall pay to Trisha the sum of $35,000.00. Said payment shall be made within sixty (60) days of the signing of the *Stipulation and Settlement Agreement*.

i. Amber intends to obtain a hardship distribution from her 401(k) account to satisfy this obligation. In the event Amber experiences a documented delay in the processing of such hardship distribution or loan by URS that is beyond her reasonable control, Amber shall be granted an additional thirty (30) days to complete payment. Amber shall provide reasonable documentation of the delay to Trisha upon request.

6. All debts and obligations not identified shall be the responsibility of the party

who incurred the particular debt.

Provisions Relating to Financial Assets

7. During the course of the marriage, the parties acquired financial assets, including,

but not limited to, joint and separate checking, savings, and investment accounts. Each party shall be awarded all financial accounts titled solely in that party's name, free and clear of any claim by the other party.

8. Any joint checking, savings, or other cash accounts with a remaining balance

shall be divided equally between the parties, and the accounts shall thereafter be closed. Any joint checking, savings, or other financial accounts with a zero balance shall be closed immediately.

Personal Property

9. During the course of the marriage, the parties acquired certain items of personal

property.

10. Amber shall be awarded the 2021 Toyota 4-Runner and 2010 Nissan Titan subject to any and all financial obligation associated therewith, and free from any claim of interest by Trisha.

11. Trisha shall be awarded, the 2023 Toyota RAV4, all motorcycles, and all

Banshee vehicles, subject to any and all financial obligation associated therewith, and free from any claim of interest by Amber.

12. **Pets:** Amber shall be awarded sole ownership and possession of the dog, Yolie.

13. The parties have mutually divided their personal property and have reached an agreement regarding the distribution of all items of personal property. *See Exhibit A.*

14. The parties mutually agree that Trisha shall retrieve the personal property awarded to her on Sunday, June 28, 2026 at 10:00 a.m. Prior to the scheduled retrieval, Amber shall place all personal property awarded to Trisha that is currently located within the residence in the basement area for pickup. Any personal property awarded to Trisha that is currently stored in the garage shall be relocated to the side yard of the property and made available for retrieval.

15. To minimize conflict between the parties, Amber and Trisha shall have no direct contact during the retrieval process. Amber may designate a support person or third party to facilitate and oversee the exchange of personal property.

16. Except as necessary to access and remove the personal property awarded to her from the basement, Trisha shall not enter any other portion of the residence. Trisha shall promptly remove all personal property awarded to her on the agreed upon retrieval date and shall leave the premises upon completion of the retrieval.

17. Each party shall cooperate in good faith to ensure the orderly and timely

exchange of the awarded personal property.

18. The parties shall assume any debts and obligations related to any property they

are awarded and shall indemnify and hold the other harmless from the same.

19. 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.

Real Property

20. During the course of the marriage, the parties acquired certain real property

located at 3334 W 2050 S Syracuse, Utah 84075.

21. Amber shall be awarded the marital residence, as her sole and separate property,

free and clear of any claim or interest by Trisha, as long as the following conditions are met:

a. Amber refinances both the first and second mortgages into her sole name within one (1) year of the signing of the *Stipulation and Settlement Agreement*;

b. Amber shall pay her assigned portion of the marital credit card debt as outlined in Paragraph 7.

22. If Amber fails to make reasonable efforts to refinance the property within the one

year period or fails to pay her assigned portion of the marital debt in accordance with Paragraph 7, the marital residence shall be listed for sale. Upon sale, the net equity shall be divided equally between the parties, with Trisha receiving fifty percent (50%) of the net equity and Amber receiving fifty percent (50%).

23. If Amber makes good-faith efforts to refinance the property within the one year

period but is denied refinancing, the marital residence shall be listed for sale. Amber shall immediately list the home for sale at the expiration of the one year period, the home shall be listed at a reasonable price with the input and advice of the realtor listing the home, and shall make all good faith efforts to sell within a reasonable period of time. Upon sale, Amber shall be awarded all equity from the sale of the property, free and clear of any claim by Trisha.

24. Trisha shall fully cooperate in transferring her interest in the property to Amber,

including executing a Quitclaim Deed at the time of refinance or sale, and any other documents reasonably necessary to effectuate the transfer of title. Trisha shall execute all required documents within fourteen (14) days of receiving the documentation from Amber and shall take any additional actions necessary to complete the transfer. In the event Trisha fails to execute said documents, Amber may submit an ex-parte motion, pursuant to Rule 70 of the UTAH RULES OF CIVIL PROCEDURE, and the Court may direct the Clerk of the Court to execute said necessary documents.

Business Interests and Related Assets

25. The parties have acquired no known interest in any businesses during the course

of the marriage.

Alimony

26. Trisha shall pay to Amber the sum of $2,500.00 per month for a period of thirty-six (36) months. Said payments shall commence on July 1, 2026, and shall continue on the same day of each month thereafter until the expiration of the thirty-six (36) month term, unless otherwise modified or terminated by further order of the Court or as otherwise provided herein.

27. Trisha shall make all alimony payments in a timely manner and in accordance

with the terms of this Decree. Timely payment of alimony is a material term of this agreement because consistent and documented receipt of alimony payments is necessary to establish Amber's income for mortgage underwriting and refinancing purposes. Any alimony payment that is more than 15 days late will restart the one year period Amber has to refinance the home.

28. Unless the Decree of Divorce specifically provides otherwise, the order of alimony shall automatically terminate upon the remarriage of the spouse receiving alimony, by the establishment by the paying spouse that the receiving spouse is cohabiting with another person, the death of either party, or the expiration of the 36 month term outlined above.

Retirement Accounts, Pensions, and Related Assets

29. Both parties have accrued benefits in retirement accounts, pensions, or other

related assets. Amber shall maintain interest in her own accounts, and Trisha shall abandon all claims to Amber's account upon entry of the parties' Decree of Divorce. Likewise, Trisha shall maintain interest in her own accounts, and Amber shall abandon all claims to Trisha's account upon entry of the parties' Decree of Divorce.

Personal Conduct and Mutual Restraints

30. That the following restraining orders shall issue:

a. Neither party shall commit, try to commit or threaten to commit any form of violence against the other. This includes stalking, harassing, threatening, physically hurting, or causing any other form of abuse.

b. Neither party shall commit, attempt to commit, or threaten to commit any form of violence, abuse, intimidation, harassment, or coercion against the other party or any third party associated with, related to, residing with, employed by, representing, or otherwise connected to either party.

c. The parties may engage in civil communication with one another, however, any communication must be done via email only.

d. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations.

e. Neither party shall use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.

f. The parties are each mutually restrained from going to or entering the other party's residence or place of employment, except for an appropriate business purpose.

Taxes

31. The parties shall file a separate federal and state income tax return for the 2026

tax year and shall not file a joint return for such tax year.

Attorney's Fees

32. Each party shall be solely responsible for her own attorney's fees and costs incurred in connection with this action.

33. If either party violates any terms of the Decree, once approved by the Court, and

shall court action become necessary, the party found by the Court to be in contempt or otherwise in violation of the Decree shall reimburse the prevailing party for all reasonable attorney's fees and costs incurred in enforcing the Decree.

Other

34. Trisha shall be restored the use of her former name, "Trisha Lee Elvin" or "Trisha Lee Merrill".

35. The parties acknowledge and agree that the proposed final orders documents

shall not be submitted to the Court for signature prior to October 2, 2026.

36. Effective upon execution of the *Stipulation and Settlement Agreement*, each party shall have thirty (30) days to transfer into her sole name any accounts for automobile insurance, utilities (including gas and electric service), and cellular telephone service. Thereafter, each party shall be solely responsible for all premiums, costs, fees, charges, and expenses associated with such accounts maintained in her name.

37. Within 30 days of the signing of the *Stipulation and Settlement Agreement*, Amber will execute all documents necessary to transfer Trisha's phone number to her.

38. The month following the entry of the Decree of Divorce, each party shall be responsible for obtaining and maintaining her own health insurance coverage and shall have no obligation to provide health insurance coverage or support to the other party.

39. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree of Divorce.

40. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM:

/s/ Olivia Lewis
Olivia Lewis

Date: October 7, 2026
Electronically signed with permission

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Amber's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of October 2026, I caused to be served a true and correct copy of the foregoing ***DECREE OF DIVORCE*** via electronic mail to:

Olivia Lewis
Olivia.L@burtonlawfirmpc.com
Attorney for Trisha Krueger

/s/ David J. Hatch

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