FILED
NOV 02 2026
SECOND
DISTRICT COURT

Edmund Randy Etimani
Name
6163 S 1275 E
Address
South Ogden, Utah 84405
City, State, Zip
801-644-7615
Phone
eetimani@gmail.com
Email

SECOND Judicial District DAVIS County

Court Address 800 WEST STATE STREET, P. O. BOX 769, FARMINGTON, UT, 84025

In the Matter of (select one)	**Divorce Decree**
[x] the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case)	264701371 Case Number JOSEPH BEAN Judge JULIE WINKLER Commissioner (domestic cases)
Edmund Randy Etimani (name of Petitioner) and Jennifer Etimani (name of Respondent) Other parties (if any)	

The court decrees:

Divorce

1. Edmund Randy Etimani is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Edmund Randy Etimani. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Edmund Randy Etimani** and **Jennifer Etimani** do not have any children together.

- We do not have any children together who are minors. A minor is a child under 18 who has not been married or otherwise emancipated.
- We are not expecting a child.
- We do not have incapacitated adult children together who are eligible for child support, or, **Edmund Randy Etimani** is not asking for child support for any adult child who is eligible for child support.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

3. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

4. Vehicles will be divided as follows:

a.
Year: **2013**
Make: **Ford**
Model: **F150**
VIN: **N/A**
Owner (before divorce): **Edmund Etimani and Jennifer Etimani**
Current value: **$10,000.00**
Amounts Estimated: **no**
Ownership After Divorce: **This vehicle shall be awarded to Edmund as his sole and separate property. Upon execution of this Decree, Jennifer shall sign the title over to Edmund's name alone and shall execute any other document necessary to complete the transfer. Edmund shall be solely responsible for all costs associated with the vehicle, including registration, insurance, maintenance, and Jennifer shall indemnify and hold Edmund harmless from any claim arising from her prior interest in the vehicle.**
Loan: **N/A**

b.
Year: **2021**
Make: **Ford**
Model: **Explorer**
VIN: **N/A**
Owner (before divorce): **Edmund Etimani**
Current value: **$20,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **This vehicle shall be awarded to Jennifer as her sole and separate property. Upon execution of this Decree, Edmund shall sign the title over to Jennifer's name alone and shall execute any other document necessary to complete the transfer. Jennifer shall be solely responsible for all costs associated with the vehicle, including registration, insurance, maintenance, and any loan or lien, and Edmund shall indemnify and hold Jennifer harmless from any claim arising from his prior interest in the vehicle.**

Loan: **N/A**

c.

Year: **2014**

Make: **Cadillac**

Model: **XTS**

VIN: **N/A**

Owner (before divorce): **Edmund Etimani and Jennifer Etimani**

Current value: **$10,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **This vehicle is driven by the parties' son, and it is the parties' intention that ownership of the vehicle be transferred to him. Neither party retains any ownership interest in the vehicle as against the other. Upon execution of this Decree, both parties shall execute the title and any other document necessary to transfer the vehicle into their son's name. Edmund shall carry the registration and insurance on the vehicle and shall be responsible for all costs associated with it. Each party shall indemnify and hold the other harmless from any claim arising from the vehicle or its operation.**

Loan: **N/A**

d.

Year: **2017**

Make: **Nissan**

Model: **Rogue**

VIN: **N/A**

Owner (before divorce): **Edmund Etimani and Jennifer Etimani**

Current value: **$10,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **This vehicle is driven by the parties' daughter, and it is the parties' intention that ownership of the vehicle be transferred to her. Neither party retains any ownership interest in the vehicle as against the other.**

Upon execution of this Decree, both parties shall execute the title and any other document necessary to transfer the vehicle into their daughter's name. Jennifer shall carry the registration and insurance on the vehicle and shall be responsible for all costs associated with it. Each party shall indemnify and hold the other harmless from any claim arising from the vehicle or its operation.

Loan: **N/A**

Bank and credit union accounts

5. Bank and credit union accounts will be divided as follows:

a.

Account Number: **5423**
Account Type: **Checking**
Institution Name: **USAA**
Address: **Unknown**
Date Opened: **N/A**
Balance (US Dollars): **$100.00**
Estimated: **no**
Owner: **Jennifer Etimani**
Co-Owner(s): **N/A**
Divide as follows: **Jennifer Etimani should be awarded the entire balance of $100.00 from this money.**

b.

Account Number: **0000**
Account Type: **Checking**
Institution Name: **USAA**
Address: **Unknown**
Date Opened: **N/A**
Balance (US Dollars): **$100.00**
Estimated: **no**
Owner: **Edmund Randy Etimani**
Co-Owner(s): **N/A**
Divide as follows: **Edmund Randy Etimani should be awarded the entire balance of $100.00 from this money.**

c.

Account Number: **8703**
Account Type: **Checking/Saving**
Institution Name: **USAA**

Address: **Unknown**
Date Opened: **N/A**
Balance (US Dollars): **$100.00**
Estimated: **no**
Owner: **Edmund Randy Etimani and Jennifer Etimani**
Co-Owner(s): **N/A**
Divide as follows: **The parties maintain a joint checking account used as a household bill account, from which the monthly mortgage payment on the marital residence is automatically debited. Before the account is closed, the parties shall transfer the mortgage payment and all other recurring debits and deposits to an individual account designated by the party responsible for that obligation under this Decree. The parties shall complete these transfers no later than 30 days after entry of this Decree, and shall not close the account until the transfers are confirmed. Any remaining funds shall be divided as the parties mutually agree, or equally if they do not agree. The parties shall then close the account. Neither party shall thereafter draw upon the account, and each shall be solely responsible for, and shall hold the other harmless from, any charge or overdraft caused by that party's own activity.**

d.
Account Number: **0000**
Account Type: **Checking/Savings**
Institution Name: **PenFed**
Address: **Unknown**
Date Opened: **N/A**
Balance (US Dollars): **$100.00**
Estimated: **no**
Owner: **Edmund Randy Etimani**
Co-Owner(s): **N/A**
Divide as follows: **Edmund Randy Etimani should be awarded the entire balance of $100.00 from this money.**

Stock, bond, securities, or money market fund accounts

6. The stock, bond, securities, or money market fund accounts will be divided as follows:

a.
Account Number: **0000**
Account Type: **Investment account**
Instituition Name: **Robinhood**
Address: **Unknown**

Date Opened: **N/A**
Balance (US Dollars): **$71,000.00**
Estimated: **no**
Owner: **Edmund Randy Etimani**
Co-Owner(s): **N/A**
Divide as follows: **The parties acknowledge that the investment account held in Edmund's name, with an approximate value of $71,000.00, is a marital asset. Within 30 days of entry of this Decree, Edmund shall withdraw funds from that account sufficient to pay two credit card balances awarded to Jennifer under this Decree, a combined balance of approximately $10,000, and shall pay those balances directly to the creditors or Jennifer as outlined. Edmund shall provide Jennifer proof of payment within fifteen days of doing so. The remaining balance of the account is awarded to Edmund as his sole and separate property, free of any claim by Jennifer. The parties state their shared intention that Edmund will preserve the remaining balance for the eventual benefit of the parties' children. This statement is a recital of intent only and creates no obligation enforceable by either party or by any third party.**

7. This other property will be divided as follows:

The parties have elected not to itemize their household and personal property, and no inventory or schedule is attached to this Decree. The parties shall divide all household furniture, furnishings, appliances, tools, electronics, and personal effects as they mutually agree, and each party is awarded the items in that party's possession following the division. Any item neither party retains may be sold, with the proceeds divided as the parties mutually agree. Each party is awarded any wedding or engagement ring in that party's possession as separate property. Neither party claims an inheritance.

Debts

8. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.
Account Number: **0185**
Institution Name: **Marriott Visa**
Address: **N/A**
Amount owed on debt (in US Dollars): **$13,973.48**
Minimum Monthly Payment (in US Dollars): **$100.00**

Owner: **Jennifer Etimani**

The debt will be paid as follows: **Jennifer holds this account in her individual name and the parties agree that within 30 days of entry of this Decree, Edmund shall pay Jennifer $6927.00 which shall be applied towards this debt, from the Robinhood investment account held in his name. Edmund shall provide Jennifer proof of payment within fifteen days. Following payment, Jennifer shall be solely responsible for any further charges, interest, or fees incurred on either account, and shall indemnify and hold Edmund harmless from any liability arising from them.**

b.

Account Number: **7407**

Institution Name: **Prime Visa**

Address: **N/A**

Amount owed on debt (in US Dollars): **$3,073.41**

Minimum Monthly Payment (in US Dollars): **$100.00**

Owner: **Jennifer Etimani**

The debt will be paid as follows: **Jennifer holds this account in her individual name and the parties agree that within 30 days of entry of this Decree, Edmund shall pay this balance in full, directly to the creditors, from the Robinhood investment account held in his name. Edmund shall provide Jennifer proof of payment within fifteen days. Following payment, Jennifer shall be solely responsible for any further charges, interest, or fees incurred on either account, and shall indemnify and hold Edmund harmless from any liability arising from them.**

c.

Account Number: **3005**

Institution Name: **Delta AMEX**

Address: **N/A**

Amount owed on debt (in US Dollars): **$5.00**

Minimum Monthly Payment (in US Dollars): **$30.00**

Owner: **Edmund Etimani**

The debt will be paid as follows: **Edmund Randy Etimani will pay the entire debt. Edmund Randy Etimani will provide a copy of the divorce decree to the lender.**

d.

Account Number: **4739**

Institution Name: **Costco Citi Visa**

Address: **N/A**
Amount owed on debt (in US Dollars): **N/A**
Minimum Monthly Payment (in US Dollars): **N/A**
Owner: **Edmund Etimani**
The debt will be paid as follows: **Edmund Randy Etimani will pay the entire debt. Edmund Randy Etimani will provide a copy of the divorce decree to the lender.**

e.
Account Number: **1009**
Institution Name: **AMEX**
Address: **N/A**
Amount owed on debt (in US Dollars): **$127.00**
Minimum Monthly Payment (in US Dollars): **N/A**
Owner: **Edmund Etimani**
The debt will be paid as follows: **Edmund Randy Etimani will pay the entire debt. Edmund Randy Etimani will provide a copy of the divorce decree to the lender.**

Installment Loan Debt

a.
Account Number: **9522**
Institution Name: **Signature Loan**
Address: **N/A**
Amount owed on debt (in US Dollars): **$4,415.00**
Minimum Monthly Payment (in US Dollars): **$100.00**
Owner: **Jennifer Etimani**
The debt will be paid as follows: **Jennifer Etimani will pay the entire debt. Jennifer Etimani will provide a copy of the divorce decree to the lender.**

Real property

9. The parties acquired the following real property during the marriage:

a.
Description: **Primary Home**
Address: **1954 Deer Run Drive, South Weber, Weber, Utah 84405 United States**
Tax ID: **000000**
Legal Description: **Unknown**
Date property acquired: **Jan 1, 2001**
Names on title: **Edmund and Jennifer Etimani**

Original cost: **$500,000**
Current value: **$576,000.00**
Property values estimated: **no**
Disposal: **The parties own real property described as (the "Residence"). The Residence is titled in both parties' names and is subject to a first mortgage, with an approximate principal balance of $414,374.93 as of the date of mediation. The Residence shall be sold and the net proceeds divided as set forth in this provision. Neither party shall sell, transfer, encumber, or list the Residence except as provided herein. Jennifer shall have exclusive use and occupancy of the Residence from the date of this Decree until closing of its sale. Before listing, the parties shall complete limited improvements to the Residence, including patio work, the scope and cost of which shall be mutually agreed upon in writing. The parties shall fund those improvements by one of two methods. Under the first method, each party shall pay one half of the cost directly as incurred. Under the second method, the parties shall jointly obtain a home equity line of credit or second mortgage secured by the Residence, the balance of which shall be paid in full from the sale proceeds at closing before any equity is distributed to either party. Neither party shall encumber the Residence unilaterally, and both parties shall sign any loan obtained under the second method. The parties shall list the Residence for sale no later than June 30, 2027, and may list it earlier by mutual agreement. The parties shall mutually agree upon the listing agent, the initial list price, and the acceptance of any offer, and neither party shall unreasonably withhold agreement. Each party shall cooperate fully and shall timely execute all documents reasonably necessary to complete the listing, sale, and closing of the Residence. Any repair required as a result of inspection, or negotiated with a buyer as a condition of sale, shall be shared equally by the parties and paid from the sale proceeds at closing before any equity is distributed. If either party advances the cost of such a repair before closing, that party shall be credited one half of the amount advanced from the proceeds at closing. At closing, the proceeds of the sale shall be applied in the following order: first, to payment in full of the first mortgage; second, to payment in full of any home equity line of credit or second mortgage obtained to fund the pre-listing improvements described above; third, to closing costs, title and escrow fees, and real estate commissions; and fourth, to reimbursement of any repair credit owed under this provision. The remaining net proceeds shall then be divided equally between the parties, fifty percent (50%) to Edmund and fifty percent (50%) to Jennifer. This provision constitutes the parties' complete agreement regarding the Residence. Upon closing of the sale and distribution of the net proceeds as set forth above, neither party shall have any further claim against the other with respect to the Residence.**

i.

Creditor: **N/A**
Names on mortgage: **Edmund Etimani and Jennifer Etimani**
Date mortgage acquired: **Jan 1, 2001**
Mortgage balance: **$414,375.00**
Monthly payment: **$2,494.00**
Mortgage values estimated: **no**
This mortgage will be paid as follows after the divorce: **Upon the execution of the decree Jennifer shall be solely responsible for the monthly mortgage payment, including any escrowed amounts, and for all utilities, routine maintenance, and ordinary upkeep of the Residence during her occupancy. Payments made by Jennifer under this provision shall not create any lien, credit, or claim for reimbursement against Edmund or against the sale proceeds. Edmund Randy Etimani will provide a copy of the divorce decree to the lender.**

Alimony

Jennifer Etimani's Financial Need

10. **Jennifer Etimani**'s net income (after taxes) is **$6,666.67** per month. This amount is based on these sources of income:

Monthly Current Income

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	$ 6666.67
Rental income	$ 0
Business income	$ 0
Interest	$ 0
Dividends	$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	$ 0
Worker's Compensation	$ 0
Social Security Disability	

(SSDI)	$ 0
Supplemental Security Income (SSI)	$ 0
Social Security (Other than SSDI or SSI)	$ 0
Private Disability Insurance	$ 0
Unemployment benefits	$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	$ 0
Veteran's Benefits	$ 0
Alimony (from a prior marriage)	$ 0
Child Support (from a prior order)	$ 0
Payments from civil litigation	$ 0
Victim restitution	$ 0
Utah Cash Assistance	$ 0
Family Employment Program (FEP), etc.	
Federal Cash Assistance	$ 0
Temporary Assistance for Needy Families (TANF), etc.	
Financial support from household members	$ 0
Financial support from non-household members	$ 0
Trust income	$ 0
Annuity income	$ 0
	$ 0
	$ 0
Total Gross Monthly Income	$ 6666.67

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	$ 0
State Income Tax	$ 0
Municipal Income Tax	$ 0
FICA	$ 0
Medicare	$ 0
Total Monthly Tax Deductions	$ 0

11. **Jennifer Etimani's** current reasonable monthly expenses are as follows: NA

Rent or Mortgage	$ 0
Real estate taxes (if not included in mortgage)	$ 0
Real estate insurance (if not included in mortgage)	$ 0
Real estate maintenance	$ 0
Food and household supplies	$ 0
Clothing	$ 0
Automobile payments	$ 0
Automobile insurance	$ 0
Automobile fuel	$ 0
Automobile maintenance	$ 0
Other transportation costs (public transportation, parking, etc.)	$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	$ 0
Telephone	$ 0
Paid television, cable, satellite	$ 0

Internet	$ 0
Credit card payments	$ 0
Loans and other debt payments	$ 0
Alimony from previous marriages	$ 0
Child support	$ 0
Child care	$ 0
Extracurricular activities for children	$ 0
Education (children)	$ 0
Education (self)	$ 0
Health care insurance	$ 0
Health care expenses (excluding insurance listed above)	$ 0
Other insurance _____	$ 0
Entertainment	$ 0
Laundry and dry cleaning	$ 0
Donations	$ 0
Gifts	$ 0
Union and other Dues	$ 0
Garnishment or income withholding order	$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	$ 0
Other _____	$ 0
Other _____	$ 0
Total current monthly expenses	$0

12. **Jennifer Etimani**'s marital monthly expenses (expended during the marriage) are as

follows: NA

Rent or Mortgage	$ 0
Real estate taxes (if not included in mortgage)	$ 0
Real estate insurance (if not included in mortgage)	$ 0
Real estate maintenance	$ 0
Food and household supplies	$ 0
Clothing	$ 0
Automobile payments	$ 0
Automobile insurance	$ 0
Automobile fuel	$ 0
Automobile maintenance	$ 0
Other transportation costs (public transportation, parking, etc.)	$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	$ 0
Telephone	$ 0
Paid television, cable, satellite	$ 0
Internet	$ 0
Credit card payments	$ 0
Loans and other debt payments	$ 0
Alimony from previous marriages	$ 0
Child support	$ 0
Child care	$ 0
Extracurricular activities for children	$ 0
Education (children)	$ 0
Education (self)	$ 0

Health care insurance	$ 0
Health care expenses (excluding insurance listed above)	$ 0
Other insurance _____	$ 0
Entertainment	$ 0
Laundry and dry cleaning	$ 0
Donations	$ 0
Gifts	$ 0
Union and other Dues	$ 0
Garnishment or income withholding order	$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	$ 0
Other _____	$ 0
Other _____	$ 0
Total marital monthly expenses	$0

13. The difference between **Jennifer Etimani**'s monthly net income (including child support) and monthly expenses is **$3500.00** based on **marital** expenses. This is **Jennifer Etimani**'s monthly financial need.

Edmund Randy Etimani's Ability To Pay

14. **Edmund Randy Etimani**'s net income (after taxes) is **$12,065.00** per month. This amount is based on these sources of income.

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	$ 0
Rental income	$ 0
Business income	$ 0
Interest	$ 0

Dividends	$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	$ 4967
Worker's Compensation	$ 0
Social Security Disability (SSDI)	$ 2800
Supplemental Security Income (SSI)	$ 0
Social Security (Other than SSDI or SSI)	$ 0
Private Disability Insurance	$ 0
Unemployment benefits	$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	$ 0
Veteran's Benefits	$ 4298
Alimony (from a prior marriage)	$ 0
Child Support (from a prior order)	$ 0
Payments from civil litigation	$ 0
Victim restitution	$ 0
Utah Cash Assistance	$ 0
Federal Cash Assistance	$ 0
Financial support from household members	$ 0
Financial support from non-household members	$ 0
Trust income	$ 0
Annuity income	$ 0
_____	$ 0
_____	$ 0

Total Gross Monthly Income $ 12065

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	$ 0
State Income Tax	$ 0
Municipal Income Tax	$ 0
FICA	$ 0
Medicare	$ 0
Total Monthly Tax Deductions	$ 0

15. **Edmund Randy Etimani**'s current reasonable monthly expenses are as follows: NA

Rent or Mortgage	$ 0
Real estate taxes (if not included in mortgage)	$ 0
Real estate insurance (if not included in mortgage)	$ 0
Real estate maintenance	$ 0
Food and household supplies	$ 0
Clothing	$ 0
Automobile payments	$ 0
Automobile insurance	$ 0
Automobile fuel	$ 0
Automobile maintenance	$ 0
Other transportation costs (public transportation, parking, etc.)	$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	$ 0

Telephone	$ 0
Paid television, cable, satellite	$ 0
Internet	$ 0
Credit card payments	$ 0
Loans and other debt payments	$ 0
Alimony from previous marriages	$ 0
Child support	$ 0
Child care	$ 0
Extracurricular activities for children	$ 0
Education (children)	$ 0
Education (self)	$ 0
Health care insurance	$ 0
Health care expenses (excluding insurance listed above)	$ 0
Other insurance _____	$ 0
Entertainment	$ 0
Laundry and dry cleaning	$ 0
Donations	$ 0
Gifts	$ 0
Union and other Dues	$ 0
Garnishment or income withholding order	$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	$ 0
Other _____	$ 0
Other _____	$ 0

Total marital monthly expenses $0

16. The difference between **Edmund Randy Etimani**'s monthly net income and monthly expenses (including child support) is **$12,065.00**. This is **Edmund Randy Etimani**'s ability to pay alimony each month.

17. **Edmund Randy Etimani** and **Jennifer Etimani** have been married for **25** years and **6** months.

18. The value of real property during the marriage is **$576,000.00**

19. The value of personal property during the marriage is **$50,000.00**.

Alimony Payment

20. **Edmund Randy Etimani** will pay **Jennifer Etimani $3,500.00** in alimony each month.

21. These are the reasons for this amount: **This amount is based on Jennifer's budget and her financial need, considered together with the parties' respective incomes and Edmund's ability to pay, consistent with the factors set forth in Utah Code Ann. § 81-4-204. The parties have elected an award of alimony in lieu of any division of Edmund's military retired pay. The parties acknowledge that the term of this award does not exceed the length of their marriage.**

22. Alimony will start the month immediately following entry of the divorce decree.

23. The payment schedule will be:

a. **Beginning upon execution of this Decree, Edmund shall pay Jennifer alimony of $3,500.00 per month, due on or before the fifth day of each month, for a period of twenty-four years. Payment shall be made by automatic allotment to an account Jennifer designates in writing. No payment shall be made in cash. This amount is based on Jennifer's budget and her financial need, considered together with the parties' respective incomes and Edmund's ability to pay, consistent with the factors set forth in Utah Code Ann. § 81-4-204. The parties have elected an award of alimony in lieu of any division of Edmund's military retired pay. The parties acknowledge that the term of this award does not exceed the length of their marriage. Alimony shall terminate upon the remarriage of Jennifer, upon her cohabitation as provided under Utah law, or upon the death of either party, whichever occurs first.**

24. **Edmund Randy Etimani's** alimony obligation will end the earliest of the following:

- **24** years and **0** months.

- If **Jennifer Etimani** dies.
- If **Jennifer Etimani** remarries.
- If **Jennifer Etimani** cohabits. Cohabitation must be proven in court before **Edmund Randy Etimani** stops paying alimony.

Retirement money

Retirement money – retirement accounts

25. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

26. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.
Account Number: **7148**
Plan Name: **Roth IRA**
Plan Administrator: **Charles Schwab**
Company Name: **Charles Schwab**
Address: **Unknown**
Date Opened: **Jan 1, 2023**
Plan Value: **$7049**
This plan is in the name of: **Jennifer Etimani**
Divide as follows: **The entire account should be awarded to Jennifer Etimani.**

b.
Account Number: **7149**
Plan Name: **Roth IRA**
Plan Administrator: **Charles Schwab**
Company Name: **Charles Schwab**
Address: **Unknown**
Date Opened: **Jan 1, 2024**
Plan Value: **$21602**
This plan is in the name of: **Jennifer Etimani**
Divide as follows: **The entire account should be awarded to Jennifer Etimani.**

Retirement money - pensions

27. The parties have retirement money. The owner of the retirement money (Plan Participant) must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

28. In the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **none**
Plan Name: **Military Retired**
Plan Administrator: **Unknown**
Company Name: **Unknown**
Address: **Unknown**
Date Opened: **Jan 1, 2000**
Plan Value: **$4967**
This plan is in the name of: **Edmund Randy Etimani**
Divide as follows: **Edmund receives military retired pay in the approximate gross amount of $4,967.00 per month. This retired pay is combat related and is not subject to federal income tax. The parties acknowledge that Edmund is medically retired and that this retired pay, together with his VA disability compensation and his Social Security benefit, constitutes his entire monthly income. The parties expressly agree that Edmund's military retired pay shall not be divided. The entirety of the retired pay is awarded to Edmund as his sole and separate property. Jennifer knowingly and voluntarily waives any claim, right, title, or interest she may have in Edmund's military retired pay, whether as marital property, as a former spouse benefit, or otherwise, and waives any right to seek division of that retired pay at any time in the future. The parties further acknowledge that Social Security benefits are not subject to division as marital property under federal law, and that any derivative benefit Jennifer may become eligible to receive based on the parties' marriage is a matter of federal law and is not affected by this Decree. The parties acknowledge that they were married for more than ten years during which Edmund performed more than ten years of creditable military service, and that Jennifer therefore could have sought a division of retired pay payable directly through the Defense Finance and Accounting Service. Jennifer expressly declines to do so. The parties further acknowledge that Edmund declined Survivor Benefit**

Plan coverage at the time of his retirement and that no such coverage is in effect. The parties have instead agreed to the spousal support award set forth elsewhere in this Decree, which the parties acknowledge was calculated using Edmund's full monthly income, including his military retired pay. Because the retired pay is counted as income for that purpose, it is not also divided as an asset. No Military Pension Division Order, Retirement Benefits Court Order, Qualified Domestic Relations Order, or any other supplemental or implementing order is required or shall be entered with respect to Edmund's military retired pay. Neither party shall submit any order, application, or claim to the Defense Finance and Accounting Service or to any other agency seeking division of, or payment from, that retired pay.

Retirement money - military

29. **Edmund Randy Etimani** is entitled to receive or is currently receiving member's military retirement pay. **Edmund Randy Etimani** will receive their entire military retirement pay.

Additional provisions

30. The parties will adhere to the following additional provisions:

a.

Additional Provision: **The parties filed jointly for tax year 2025 and are current on all tax obligations. Filing status for tax year 2026 is determined by each party's marital status on December 31, 2026. The parties anticipate being divorced by that date and each shall file separately. Real property taxes on the marital residence are abated based on Edmund's disability status, and no property tax deduction is anticipated. Any mortgage interest deduction available for tax year 2026 shall be divided equally between the parties. If no such deduction is available, this sentence is inoperative. Each party is solely responsible for any tax liability arising from that party's own income and separately awarded assets. The parties are directed to consult a tax professional regarding capital gains on the eventual sale of the residence.**

b.

Additional Provision: **Any debt, loan, or credit account opened by either party in that party's individual name on or after November 2025, the parties' date of separation, is that party's sole responsibility. Each party shall indemnify and hold the other harmless from every debt assigned to that party under this Decree, including any resulting collection action, deficiency, or damage to credit.**

c.

Additional Provision: **Any debt, loan, or credit account opened by either party in that party's individual name on or after November 2025, the parties' date of separation, is that party's sole responsibility. Each party shall indemnify and hold the other harmless from every debt assigned to that party under this Decree, including any resulting collection action, deficiency, or damage to credit. Except as necessary to enforce this Decree, each party bears that party's own attorney fees and costs. If either party brings a frivolous action against the other, the prevailing party shall recover reasonable attorney fees and costs. Each party releases the other from all claims arising out of the marriage that are not expressly addressed in this Decree. Each party represents that they have fully and accurately disclosed all assets and debts. If either party has failed to disclose a material asset or debt, the other party may reopen this matter as to that item, and the court may award it in full to the party who did not conceal it. Each party shall execute all documents and take all actions reasonably necessary to carry out this Decree, including title transfers, account closures, and any refinance or loan paperwork.**

d.

Additional Provision: **Max, the parties' dog, is awarded to Jennifer, conditioned on her securing housing with suitable access given the dog's age. If Jennifer is unable to secure suitable housing, Edmund has the right of first refusal and Max is awarded to Edmund.**

e.

Additional Provision: **Within thirty days of the date of mediation, the parties shall separate their auto insurance into individual policies and their cell phone service into individual accounts. Each party shall thereafter be solely responsible for the premiums and charges on that party's own policy and account. Each party shall carry one of the parties' adult children on that party's auto policy, corresponding to the vehicle awarded to that party under this Decree. The parties may exchange which child each carries by mutual written agreement. Edmund retains the Costco membership and Jennifer retains the Sam's Club membership, and each shall pay the associated fee.**

Duty to sign documents

31. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days,

the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

11-2-26
Date

Signature ▶ Joseph M. Bean

Judge Joseph M. Bean

Date

Signature ▶

Commissioner

Approved as to Form.

Other Party Signature ▶ JEtimani
ID BLEPeVBX7KBErn4aoKtHzT72

Other Party Name Jennifer Etimani

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.
Name: **Jennifer Etimani**
Method of service: **Email**
Address: **jetimani1@gmail.com**
Date of Service: **Oct 24, 2026**

Signature ▶

10/12/2026
Date

Edmund R. Etimani
ID RZ72iECc2m6AkYZmgCX4gVro

Edmund R. Etimani

Printed Name