**The Order of the Court is stated below:**
**Dated:** November 06, 2026 11:48:13 AM **/s/** MICHAEL S. EDWARDS
District Court Judge

Aaron R. Harris (12111)
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**IN THE SECOND JUDICIAL DISTRICT COURT**
**DAVIS COUNTY, STATE OF UTAH**

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| *In the matter of the marriage of*<br>CAROLINE ANASTASIA ANDRE,<br>Petitioner,<br><br>and<br><br>BENJAMIN NEIL KITZMILLER,<br>Respondent. | **DECREE OF DIVORCE**<br><br>Case No. 264701434<br>Judge Michael Edwards<br>Commissioner Julie Winkler |

This matter comes before the Court for entry of a Decree of Divorce. On October 2, 2026, the parties entered into a Stipulation and Settlement Agreement ("Agreement"), which is a full and final resolution to all matters and issues arising from this divorce action. The Court, having reviewed the filed documents, and based on its Findings of Fact and Conclusions of Law,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

**1.** Divorce: Petitioner shall be awarded a decree of divorce from Respondent based on the terms and provisions contained in this Stipulation.

**2.** The parties were married on April 24, 2021 in American Fork, Utah. The parties separated on September 23, 2026.

**3.** No children have been born as issue of this marriage.

**4.** Irreconcilable differences have arisen between the parties which make continuation of the marriage impossible.

**5.** Alimony: Neither party shall receive alimony.

**6.** 2026 Taxes: The parties shall file separate 2026 tax returns. Each party is solely responsible for his or her own 2026 tax debt and/or each party is entitled to his or her own 2026 refund, if any.

**7.** Marital Home: During the parties' marriage, they acquired certain real property, located at 8 N 350 E, Farmington, UT 84025 (the "marital home").

a. All right, title, and interest in the marital home shall be awarded to Ben free and clear of any claim from Caroline.

b. Ben shall be solely responsible for all outstanding obligations secured by and associated with the marital home. Ben shall indemnify and hold Caroline harmless from all of the obligations he is responsible for hereunder.

c. Ben shall pay $15,000 to Caroline to resolve any and all claims Caroline may have in the marital home. To that end, Ben shall pay Caroline $15,000 within 30 days of her signing of this agreement. This obligation to transfer $15,000 is in addition to, and separate from, the other cash transfer obligations set forth below.

d. Ben shall refinance or fully assume the mortgage loan and remove Caroline's name within 365 days after the entry of the Decree of Divorce.

Caroline shall cooperate with the refinance or assumption and provide any necessary documents requested by the title insurance company, including a Quit Claim Deed or other release documents. Ben shall be responsible for any costs of the refinance or assumption.

e. Caroline shall execute a quitclaim deed conveying her interest in the marital home to Ben within 30 days after her name is removed from the mortgage loan.

f. If, after 365 days, Ben has not refinanced or fully assumed the mortgage loan, the marital home shall be promptly listed for sale. The parties shall cooperate in good faith with the listing and sale of the marital home and shall timely execute all documents and take all actions reasonably necessary to market, sell, and close on the property. Ben shall be responsible for any costs of the listing and sale of the marital home.

g. Until Caroline's name is removed from the mortgage loan, Ben shall not take out any loans on the home, including HELOC loans or similar loans/liens, or make any adjustments to the mortgage loan without Caroline's written consent.

h. Caroline shall have online, view-only access to the mortgage loan account until her name is removed.

i. Ben shall take every reasonable action necessary to prevent late payments, default, foreclosure, negative credit reporting, and collection activity.

i. If Ben misses a mortgage payment, he alone shall be responsible for resolving the debt, but Caroline shall have the option to make any payments that Ben has missed. If Caroline makes such payments, Ben shall owe her 125% of each payment that Caroline makes, and that payment shall be due within 30 days of the date on which Caroline makes a payment that Ben has missed.

ii. Ben shall notify Caroline immediately if a default or missed payment occurs.

j. If Ben does not fulfill the obligations in this ¶ 9, Caroline may seek enforcement by filing a motion with the Court; if she does so and prevails, Ben shall also be responsible to pay the reasonable attorney fees and costs that she incurs.

k. Caroline shall vacate the marital home no later than 120 days after signing this Agreement.

**8.** Assets to Caroline: Caroline shall receive possession and ownership of the following assets and items of personal property:

a. 2014 Mazda 6;

b. 2017 Yamaha XT 250 motorcycle;

c. Gigi (Aussie-doodle);

d. Del and LG monitor; and

e. Canon camera.

**9.** Assets to Ben: Ben shall receive possession and ownership of the following assets and items of personal property:

a. 2017 GMC Canyon;

b. 2005 Suzuki motorcycle;

c. Projector and screen;

d. Trailer; and

e. Alienware monitor.

**10.** Other personal property: The furnishings and household items have already been mostly divided. Any remaining personal property subject to division shall be divided as the parties agree.

**11.** Financial accounts:

a. Each party is awarded the accounts held in his or her separate name.

b. Ben is awarded the Mountain America checking account.

c. Ben is awarded the Mountain America savings account.

d. Ben shall transfer $23,000 to Caroline from the Mountain America accounts within 30 days of the execution of this stipulation.

e. Ben is awarded the Fidelity Boeing 401k account.

f. Ben is awarded the Voya Cognizant Belcan 401k account.

g. Ben shall transfer to Caroline a total of $21,913 from the Fidelity and Voya 401k accounts, with Ben retaining discretion to determine the amount withdrawn from each account, provided that the total amount equals $21,913.

Ben shall transfer the funds to Caroline within 120 days of the entry of the Decree of Divorce.

h. Within 60 days of the signing of this Agreement, the parties shall sign any document required to remove their name from the other party's accounts.

**12.** Debts to Caroline: Caroline shall assume all liability for, and make all payments on, any credit cards in Caroline's name.

**13.** Debts to Ben: Ben shall assume all liability for, and make all payments on, the Chase credit card. Ben shall remove Caroline's name from the account within 14 days of the execution of this stipulation.

**14.** Each party shall be solely responsible for the debts and obligations secured by and associated with the vehicle awarded to that party.

**15.** Attorney's Fees: Each party is responsible for his or her own attorney' s fees.

**16.** Miscellaneous: Neither party shall use the other party's name, likeness, image, or identification to obtain credit, open an account for service, to post to websites such as Facebook or other social media, or otherwise use the other party's credit or personal information.

*******END OF ORDER*******
**EXECUTED AND ENTERED BY THE COURT AS INDICATED**
**BY THE STAMP AND SEAL AT THE TOP OF THIS PLEADING**

Approval as to form:

*/s/ Ben Kitzmiller**

BENJAMIN KITZMILLER

*Respondent*

**Signed by Aaron Harris with permission from Mr. Kitzmiller via email on 11/5/2026.*