



Jared T. Hales, #10767  
Kim Read, #19995  
**McCONKIE HALES & JONES, PLLC**  
4055 South 700 East, Suite 205  
Salt Lake City, UT 84107  
Telephone: (801) 883-9649  
Email: Jared@mcconkiehales.com

*Attorneys for Petitioner*

---

**IN THE THIRD JUDICIAL DISTRICT COURT,  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

---

IN THE MATTER OF THE MARRIAGE  
OF:

LING YU,

Petitioner,

and

XUN SUN,

Respondent.

**DECREE OF DIVORCE**

Case No. 264901343

Judge Robert Faust  
Commissioner Joanna Sagers

---

BASED UPON the Verified Petition, the Stipulation and Settlement Agreement (the "Agreement") entered into by the parties and on file with the Court, the Affidavit of Jurisdiction and Grounds, and the Court, having previously entered Findings of Fact and Conclusions of Law and being fully advised in the premises;

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

1. Petitioner is awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to be final upon entry
2. **Postnuptial Agreement.** On June 27, 2025, the parties entered into a valid Postnuptial Agreement. A copy of the Postnuptial Agreement is attached to the Agreement as Exhibit "A" and incorporated herein by reference.
3. **Spousal Support.** Respondent shall pay to Petitioner monthly spousal support of Fifteen Hundred Dollars (USD \$1,500.00), payable on the first day of each month by direct deposit into an account designated by Wife or other traceable method agreed upon by the parties.
4. **Duration of Spousal Support.** As part of the Parties' global resolution, spousal support shall be indefinite in duration, subject to modification or termination only upon the first of the following events, as recognized by law: Petitioner's remarriage; the death of either party; or a substantial, continuing and unforeseeable change in circumstances as determined by the Court.
5. **Retirement Accounts.** As part of the Parties' global resolution, all retirement accounts accumulated by Respondent during the marriage including, but not limited to, state university retirement plans, any 401(k), 402(b), pension plans, and similar retirement vehicles: Petitioner shall be awarded one-half (50%) of the marital portion of each such retirement account, calculated from the date of marriage through the date of

separation (June 11, 2025), together with any gains or losses attributable thereto.

**6.** During the course of the marriage, Petitioner acquired a retirement account through Fidelity ending in x0658 with an approximate balance of \$1,591. Petitioner shall be awarded her retirement account free and clear of any claim by Respondent.

**7.** During the course of the marriage, Respondent acquired a retirement account (401A) through TIAA ending in x2840 and a retirement account (403b) through TIAA ending in x2841. All of the funds in both accounts are marital and shall be divided equally between the parties (50% to each) as of the date the Decree of Divorce is entered with each party entitled to any gains or losses on his or her share of the retirement accounts from the date of entry of the Decree until the assets are divided. If there are any other retirement accounts owned by Respondent, the account(s) shall be divided in the same manner as the 401(A) and 403(b). If Respondent is found by the Court to have intentionally withheld the identity of the funds, 100% of the non-disclosed fund shall be awarded to Petitioner. Respondent will not withdraw any funds and/or take any loans from any of his retirement accounts until the funds have been divided.

**8. QDRO.** The parties shall cooperate as follows:

- a. A Qualified Domestic Relations Order (QDRO) or equivalent domestic relations order as required by the

applicable plan, shall be prepared and submitted for court approval;

b. Petitioner shall pay the cost of preparation of any QDRO or equivalent orders unless otherwise agreed herein;

c. Respondent shall cooperate fully and provide all statements and documentation necessary for QDRO preparation, including recent account statements;

d. Petitioner's awarded interest shall be independent and direct, and shall not be subject to unilateral modification by Respondent, to the extent permitted by the governing plan and applicable law;

e. Petitioner's interest shall not be affected by Respondent's retirement timing, remarriage or death, except as otherwise required by the applicable plan or federal law;

f. Nothing shall require any retirement plan to provide any benefit, option, or form of payment not otherwise available under the plan or permitted by law.

**9. Division of Other Marital Property.** The parties have previously divided all other items of personal property including furnishings and personal belongings, and financial accounts. All property, except as otherwise stated herein, shall be awarded to the party in possession of the property or in whose name the property is owned or titled. The parties have

no joint financial accounts. If any joint accounts are later discovered, those accounts will be equally divided between the parties.

**10. Real Property.** During the course of the marriage, the parties acquired a home and real property located at: 487 Pinecone Drive, Cedar City, UT 84720. The home is currently for sale. Upon the sale of the home, the proceeds shall be applied as follows:

- a. Pay off the existing mortgage(s);
- b. Pay the cost of sale (e.g. realtor fees, any closing costs paid by seller, any concessions paid by seller, etc.); and
- c. The remaining proceeds to be divided equally (50% to each) between the parties.

**11.** If the parties cannot agree on a sale price for the home, adjusting the sale price, whether to take an offer on the sale of the home, agreeing to any seller/buyer concessions, agreeing to make any repairs or upgrades, they shall follow the advice of the realtor.

**12.** Until the marital home is sold, Respondent shall be entitled to the exclusive use and possession of the home subject to paying the mortgage(s) and all expenses associated with the home (e.g. taxes, insurance, utilities, etc.).

**13. Debts.** Each party shall pay any debts held individually in his or her name except as otherwise stated herein. Both parties shall hold the other party harmless on any debt he or she is ordered to pay. If there are any later

discovered jointly held debts that are not addressed herein, the party incurring the debt will be liable for the payment of the debt and hold the other party harmless therefrom.

**14. Confidentiality and Non-Disparagement.** The parties shall maintain confidentiality regarding marital matters and the contents of this Agreement, except as disclosure may be required by law or court order. The parties shall be restrained from disparaging, defaming, or otherwise harming the reputation of the other in any public or private forum.

**15.** Each party shall be ordered to execute any documents necessary for carrying out the provisions of the Decree of Divorce or any other order entered by this Court.

**16.** Each party shall be ordered to pay his or her own attorney fees incurred herein unless otherwise ordered by the Court.

**\*\*\*\*\*END OF ORDER\*\*\*\*\***

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

Approved as to Form:

/s/ Xun Sun  
Signed by Jared T. Hales, with permission  
Xun Sun  
*Respondent*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 14<sup>th</sup> day of April, 2026, I caused a true and correct copy of the foregoing to be served, pursuant to Utah Rule of Civil Procedure 5(b), on the following person(s), by the means indicated herein.

Xun Sun  
*Respondent*  
sun@suu.edu

\_\_\_\_\_ U.S. Regular Mail  
\_\_\_\_\_ Hand Delivery  
\_\_\_\_\_ Facsimile Transmission  
X\_\_\_\_\_ E-filing/Emailing

/s/ Sarah Wells \_\_\_\_\_  
Sarah Wells