



Ben W. Lieberman (#11456)
LIEBERMAN SIEBERS & WOOD
1105 East 900 South, Suite 200
Salt Lake City, Utah 84105
Telephone: (801) 433-0695
E-mail: ben@9thSouthLaw.com

Attorneys for Petitioner

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

In the Matter of the Marriage of:

ANDREA LINDQUIST,

Petitioner,

and

ERIK LINDQUIST,

Respondent.

DECREE OF DIVORCE

Civil No. 264900488

Judge Kristine Johnson

Commissioner Russell Minas

The definitions that apply to this document are:

Petitioner: Andrea Lindquist (“Andrea” or “Petitioner”)

Respondent: Erik Lindquist (“Erik” or “Respondent”)

County of Residence: Salt Lake County, Utah

Date of Marriage: November 28, 1992 (the “Date of Marriage”)

Minor Child/ren: None

The parties have stipulated to all terms related to their divorce, as evidenced by the Settlement Agreement Re: Divorce filed with the Court on March 23, 2026. Based upon the parties’ agreement and the Findings of Fact and Conclusions of Law entered contemporaneously

herewith, the Court **GRANTS** the Petition as set forth below, **DECREES** that the parties are divorced on the grounds of irreconcilable differences and further **ORDERS** as follows:

TAXES

1. **Joint Tax Return.** The parties shall file joint tax returns for the tax year 2025. Erik shall pay the taxes owed, tax preparation fees, and any other penalties, interest, or costs related to the 2025 taxes.

PROPERTY AND DEBT DIVISION

2. **Real Property.** The parties owned a home at 1670 E Ridgemark Drive, Sandy, UT 84092 (“Marital Home”). The Marital Home was sold and closed on October 24, 2024. The parties have shared equally in the net proceeds from the sale, with such proceeds being deemed sole and separate property. During the parties’ legal separation, Andrea purchased real property located at 7213 S Viansa Court, Midvale, UT 84047 with her portion of the proceeds of the sale of the Marital Home. This property and all equity is awarded to Andrea, and Andrea is solely responsible for any debts or other obligations associated with this property.

3. **Vehicles.** The parties are awarded the vehicles in their possession and his and her sole and separate property. Each party is responsible for all associated debt, taxes, insurance, maintenance, and other costs, free and clear of any obligation by the other party, as his or her sole and separate obligation.

4. **Personal Property.** All personal property was divided by the parties during their legal separation. Property is awarded to the parties as previously divided and all claims related to personal property are now deemed resolved.

5. **Retirement Accounts.** The parties’ retirement accounts shall be divided equitably based on the account balances as of September 30, 2024. Contrary to the terms of the parties’

Temporary Separation Order, Erik liquidated an IRA in 2025. Erik shall be responsible for all taxes, penalties, and other fees and costs associated with the liquidation of this account. To compensate for the IRA liquidation, Andrea is awarded 100% of her retirement account, free and clear of any claim from Erik.

6. Pension. During the parties' separation, Erik was ordered to pay 50% of the net amount received from his pension to Andrea during the parties' separation. Erik shall continue to pay this amount until formal division of the pension and, upon request, shall provide information to Andrea needed to confirm past compliance. The marital portion (calculated using the date of marriage as the start of the marriage and the date of entry of the divorce decree as the end date of the marriage) of Erik's pensions shall be equally divided by a qualified domestic relations order per the *Woodward* formula. The costs of the preparation and administrative implementation of the division of the pension shall be divided equally. To compensate for the IRA liquidation, as well as any shortfall of pension payments through the date of this Stipulation, Andrea is awarded 100% of her pension, free and clear of any claim from Erik.

7. Non-retirement Financial Accounts. Each party is awarded the financial accounts in his and her name and possession.

8. Lawsuit. The parties shall subtract Erik's attorneys' fees and costs from the proceeds, and then share equally in the remaining proceeds received from Erik's pending employment lawsuit, should any such proceeds be received.

9. Beneficiary. Each party shall maintain the other as beneficiary on his and her retirement accounts, life insurance, pension, and anything else that has a beneficiary designation during their marriage.

10. Other Assets. Each party is awarded to any other assets in his and her exclusive name

and possession.

11. Debts. Each party is solely responsible for debts in his and her own name, including, without limitation, his and her respective student loans. There are no joint debts. Each party is prohibited from using each other's names and/or social security numbers to obtain any new debt without prior written consent.

12. Medical Insurance and Expenses. The parties shall each maintain their own medical insurance and are solely responsible for their own premiums and any uninsured expenses.

ALIMONY AND ATTORNEY FEES

13. Alimony. Erik shall pay \$2,500 to Andrea in monthly alimony. Alimony shall terminate on sooner of (a) the death of either party; (b) Andrea's remarriage or cohabitation; (c) December 31, 2040; or (d) an order of court providing for termination as set forth in such order.

14. Attorney's Fees. Any attorney's fees incurred by either party are solely the responsibility of that party.

DISPUTE RESOLUTION

15. Mediation Required. Should any dispute arise concerning anything related to the parties' marriage, the Settlement Agreement, and any resulting court orders, and the parties are unable to agree on a resolution, the parties shall attend mediation in good faith to attempt to resolve the dispute. If the dispute is not resolved by mediation, either party may apply to the Court for a determination

**THIS IS AN OFFICIAL COURT ORDER. THIS ORDER IS ELECTRONICALLY
SIGNED BY THE JUDGE AND/OR COMMISSIONER ON THE TOP OF THE FIRST
PAGE OF THE DOCUMENT AND ENTERED AS OF THE DATE.**

Approved as to form:

/s/ Gabrielle Jones (by BWL with permission)

Gabrille Jones

Attorney for Respondent