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

In the Matter of the Marriage of:

SCOTT DOUGLAS FOULGER,

Petitioner,

and

NIKKI LEE FOULGER,

Respondent.

DECREE OF DIVORCE

Civil No. 264900118

Judge: Amber M. Mettler
Commissioner: Renee Blocher

This matter came duly before the Court pursuant to the Motion of Scott Douglas Foulger ("Scott") for an entry of a Decree of Divorce. In support of this Motion, Scott and Nikki Lee Foulger ("Nikki") submitted a Stipulation and Property Settlement Agreement, Scott's Affidavit in Support of Jurisdiction, the pleadings on file herein, and

being fully apprised in the premises, and having entered its Findings of Fact and Conclusions of Law, has determined to accept the Stipulation and Property Settlement Agreement of the parties.

Accordingly,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. **Divorce**: The marriage of the parties is terminated, and each party is granted a Decree of Divorce to become final upon entry of this Decree.
2. **Children**: Scott and Nikki have no minor children born as issue of this marriage and none is expected.
3. **Personal Property**: During the course of the marriage, the parties acquired personal property. Scott is awarded the following property:
 - a. Lawnmower
 - b. Weed eater
 - c. Deep freeze
 - d. Outside patio set
 - e. Safe
 - f. Weight and Barbells
 - g. Bowflex
 - h. Living Room TV
 - i. Garage Items: Tool Box, Cabinet, Air Compressor

- j. Yard Items: Pressure Washer, Snowblower

Nikki is awarded the following:

- a. Master Bedroom Set
- b. Living Room Sofa
- c. Dining Room Table
- d. Downstairs TV
- e. Fridge
- f. Dog Kennel in bedroom
- g. Washer and Dryer

Nikki is awarded the remaining furniture and furnishings in the marital residence.

4. **Real Property:** During the marriage, Scott and Nikki acquired certain real property located at 5246 West Brundisi Way, Herriman, Utah 84096. Scott and Nikki retained Jerry Webber to appraise this property and divide this cost. Jerry Webber opined that the house is valued at \$665,000.00. The parties have accepted this valuation. On this property as of the date of the agreement, there is one mortgage: the first mortgage owing to PHH Mortgage in the sum of \$240,966.47. The equity in the house is \$424,033.53. The parties represent and warrant that there are no other encumbrances, liens, home equity line(s) of credit, or any other debt or financial obligation on this property. If it is later discovered that a party has encumbered this property, the party encumbering the property shall be solely responsible for that obligation from her or his

share of the equity in this property and otherwise and shall indemnify and hold harmless the other party from any encumbrance and/or financial obligation and/or liability.

The Court Orders the following:

- a. The parties shall list the home for sale with a mutually agreeable realtor and sell the house at a mutually agreeable price. Any related realtor costs and fees shall be shared equally. Both parties shall cooperate fully in the sale process and list the property within 14 days of the agreement or prior if the parties agree. The Agreement and the parties' obligations regarding the listing and sale of the Property shall remain in full force and effect until the sale of the Property closes, notwithstanding the entry of this Decree of Divorce.
- b. Both parties may continue to reside in the property until it is sold. Both parties shall continue to equally divide the mortgage payments, property taxes, utilities, and expenses associated with the house and maintenance of the house while they remain living in the property. At any time either party may choose to vacate the home, he or she may take the furniture, furnishings, and items he or she was awarded pursuant to paragraph 6 of the Stipulation. His or her financial responsibility shall cease at the time either party moves out of the residence and the financial responsibility for the mortgage and utilities shall revert to the party remaining in the

Property. If both parties vacate the property, then the parties shall continue sharing house related expenses and obligations equally and shall cooperate to keep the Property in showable condition until sold and shall cooperate with any requests from the Agent selling the Property.

- c. Once the house is sold, Nikki and Scott shall receive one-half of the net proceeds from the sale of the Property after payment of the PHH Mortgage, realtor fees and costs, and property taxes owed on the property.
- d. The parties shall share equally all realtor costs, commissions and fees, and other maintenance expenses related to the sale of the house.
- e. Scott shall work with Nikki to transfer all of the utilities, internet, TV, wifi, security system, garage codes.

5. **Savings, Checking, and Financial Accounts:** Scott and Nikki shall divide the following accounts as follows:

- a. Scott and Nikki shall divide the monies in the Cyprus Credit Union checking and savings account, ending “9748” equally, when either party vacates the home, or final closing and sale of the property is completed, whichever happens first in time.
- b. Scott is awarded the Cyprus Credit Union checking and savings

account, ending “3157”;

- c. Scott is awarded his HSA account, ending “0474.”
- d. Nikki is awarded the America First Credit Union checking account, ending “5582”;
- e. Nikki is awarded the Canyon View Credit Union checking and savings account, ending “6034”;
- f. Nikki is awarded the Security Service Federal Credit Union checking and savings account, ending “8000”;
- g. Nikki is awarded the Fidelity Investments investment account, ending “2074”; and
- h. Nikki is awarded her Hartford Basic Life Insurance policy, account ending “4445.”

6. **Retirement:** Scott and Nikki have accrued retirement interests during the course of the parties’ marriage. Scott is awarded the following account(s) to which Nikki shall not have a claim, neither now nor anytime in the future:

- a. Empower Retirement Salt Depot 401(k) Plan, account ending “9653.”

Nikki is awarded the following account(s) to which Scott shall not have a claim, neither now nor anytime in the future:

- a. T. Rowe Price 401(k) account; and
- b. Intermountain Health Pension Plan, ending “9771” to which Scott shall

not have a claim, neither now nor anytime in the future.

7. **Automobiles:** Scott is awarded the following vehicles and shall hold Nikki harmless on any and all debts and obligations associated with this vehicle: 1) 2021 GMC 3500 AT4. Nikki is awarded the following vehicle and shall indemnify and hold Scott harmless on any and all debts and obligations associated with this vehicle: 1) 2023 Land Rover Evoque. Both parties shall waive any claim or interest in the vehicle(s) the other party is awarded, including the value and/or equity, now or in the future.

8. **RZR UTV:** Scott is awarded the 2022 Polaris RZR UTV and shall assume the debt on the RZR, remove Nikki from any financial obligations, and remove Nikki from the loan and title, related to the RZR upon entry of this divorce decree. Upon execution of the Stipulation Scott shall assume and pay for all ongoing financial obligations, expenses, insurance costs and payments related to the RZR without contribution from Nikki.

9. **Debts and Obligations:** Scott shall assume the debt(s) he has accrued solely in his name. In addition, Scott shall indemnify and hold Nikki harmless on any and all debt(s) and obligations in his name.

Likewise, Nikki shall assume the debt(s) she has accrued solely in her name. In addition, Nikki shall indemnify and hold Scott harmless on any and all debt(s) and obligations in her name.

10. **2025 Taxes:** The parties shall file married filing jointly taxes for 2025 and

shall cooperate with each other and any accountants to complete the 2025 returns as soon as possible. The parties shall equally share in any refund or tax liability realized from the 2025 State and Federal returns.

11. **Credit Cards**: If Scott has any credit card(s) that reflect Nikki's name, he shall cancel or remove Nikki as an authorized user from said card(s) upon signing the Stipulation and Property Settlement Agreement. If Nikki has any credit card(s) that reflect Scott's name, she shall cancel or remove Scott as an authorized user from said card(s) upon signing the Stipulation and Property Settlement Agreement.

12. **Alimony**: Neither party is awarded alimony as each party is capable of self-support. In addition, alimony is barred now and forever.

13. **Medical/Health and Automobile Insurance**: Upon the signing of the Stipulation, each party shall obtain and commence paying his and her own medical/health and automobile insurance.

14. **Pets**: Nikki is awarded the parties' dog as well as the parties' cat.

15. **Attorney Fees**: Scott and Nikki shall pay his and her own attorney fees, expert fees, and costs incurred in this matter.

16. **Identity**: Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service or for any other purpose or pose as the other party on social media sites.

17. **Surname:** Nikki shall be restored to her surname of Lear if she so desires.

18. **Full Disclosure:** Each party warrants to the other that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury. The property referred to in the Stipulation and Property Settlement Agreement and this Decree of Divorce represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

19. **Execution of Documents:** Both parties shall sign and fully execute whatever documents are necessary to implement the provisions of the Stipulation and Property Settlement Agreement and Decree of Divorce. Should a party fail to execute a document within 30 days of the entry of this Decree of Divorce, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek that the court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

SIGNED BY THE COURT

As indicated by the electronic signature and seal atop page 1

APPROVED AS TO FORM

/s/ Steven Nemelka (electronically signed by Dena C. Sarandos, with permission)
Steve Nemelka

Attorney for Nikki Lee Foulger

DATED: April 23, 2026

CERTIFICATE OF SERVICE

I hereby certify that I am a member of and/or employed by the law firm of
BLACKBURN & STOLL, LC, 257 East 200 South, Suite 800, Salt Lake City, Utah
84111. On the 20th day of April, 2026, I caused a true and correct copy of the foregoing
DECREE OF DIVORCE to be served via the Utah State Courts' electronic filing
system, with notice to the following:

Steve Nemelka
NEMELKA & NEMELKA
stephen@nemelkalawgroup.com
Attorney for Nikki Lee Foulger

/s/ Tisha Wilson
Tisha Wilson