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<p><b>IN THE THIRD DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH</b></p>	
<p>In the Matter of the Marriage of:</p> <p>DO QUYEN PHU HONG, Petitioner, and</p> <p>KHIEM DUY TA, Respondent.</p>	<p><b>DECREE OF DIVORCE</b></p> <p>Case No. 264900794                      Judge: Barry Lawrence                      Commissioner: Renee Blocher</p>

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation and Property Settlement Agreement*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Do Quyen Phu Hong is awarded a Decree of Divorce from Khiem Duy Ta on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

WHEREAS, pursuant to the Service Members Civil Relief Act, both parties hereby certify that neither party is engaged in military service; and

WHEREAS, both parties stipulate to the jurisdiction of the above-entitled court, and

WHEREAS, it is the desire of the parties that a Decree of Divorce be granted in this

matter, and it is their desire to enter into this Agreement under which their respective financial and property rights, and all other respective rights and obligations arising out of the marriage shall be fully settled and resolved; and

WHEREAS, this is the final and only Agreement between the parties, and no other representation, oral or in writing, shall be binding upon them unless presented to and ordered by this court; and

WHEREAS, the parties hereto each warrant and represent that they are free from any disability or impairment which might interfere with his or her competence to know and understand the terms and conditions of this agreement and that each has had an opportunity to discuss this matter and this document with his or her own counsel; and

WHEREAS, the parties hereto have been, or having understood that it is their right to be, fully, separately, and independently apprised and advised of their respective legal rights, remedies, privileges, and obligations, arising out of the marital relationship or otherwise, by counsel of their own choice and selection; and

WHEREAS, the parties each warrant and represent to the other that they, and each of them, fully understand all of the terms, covenants, conditions, provisions, and other obligations incumbent upon each of them by virtue of this Agreement to be performed or contemplated by each of them hereunder, and each believes the same to be fair, just and equitable; and

WHEREAS, it is the intention of the parties to agree that a Decree of Divorce be entered in this matter; it is the parties' desire to enter into a binding agreement under which their respective rights, remedies, privileges, and obligations to each other shall be fully settled and

resolved.

NOW, THEREFORE, in consideration of these premises and of the covenants and promises contained herein, the parties hereby mutually agree as follows:

### **Jurisdiction and Grounds**

1. Do Quyen Phu Hong is a resident of Salt Lake County, State of Utah, and has been for three months immediately prior to filing this action.

2. During the marital relationship the parties have resided in the state of Utah and this court has jurisdiction over Do Quyen pursuant to Utah Code 30-3-1(2)(2008 as amended).

3. Do Quyen Phu Hong and Khiem Duy Ta were married on November 5<sup>th</sup>, 2005 in Orange County, California, and are presently married. The parties separated on or about April, 2023 and do not currently reside together.

4. There are no minor children born as an issue of the parties' relationship, and none are expected.

5. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship.

### **Debts and Obligations**

6. During the course of the marriage, the parties acquired certain debts and obligations. Do Quyen Phu Hong is unaware of any joint debts. Each party should be ordered to pay the debt(s) in their own name and hold the other party harmless therefrom. If any joint debts are discovered, then the party who incurred the debt should be responsible and liable for it

7. Each party should assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, student loans, utility bills) incurred by that party after separation.

8. **Secured Debt:** Each party being awarded property should also be responsible for the debt associated therewith.

9. Pursuant to Utah Code 81-4-406(4), the parties should notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

### **Personal Property**

10. **Accounts:** The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. Each party should be awarded any account held solely in that party's name. For any jointly held accounts, the value of those accounts should be verified as to the value at the date of the separation and the parties should equally divide all value. The parties should work together to divide the existing bank accounts and cooperate to remove each other's names from joint accounts.

11. **Personal Belongings:** Each party should be awarded their own personal belongings.

12. **Businesses:** During the course of the marriage, the parties have not acquired an interest in any business entities.

### **Retirement assets**

13. Neither party has acquired an interest in any retirement, pension, or profit-sharing account through their employment during the course of the marriage.

### **Real Property**

14. During the marriage, the parties have individually acquired an interest in real property, commonly known as 955 West Walden Hills Drive Murray, UT 84123 and 10138 Lanette Ave. Whittier, CA 90605.

15. It is reasonable, necessary and proper that Do Quyen be awarded the temporary and permanent exclusive use and possession of 955 West Walden Hills Drive Murray, UT 84123, and all right, title, and interest in said real property (including any reserve account) subject to assuming the mortgage obligation owing on the property, as well as the taxes and insurance associated with the property.

16. It is reasonable, necessary and proper that Khiem should be awarded the temporary and permanent exclusive use and possession of the exclusive use and possession of 10138 Lanette Ave. Whittier, CA 90605 property and all right, title, and interest in said real property (including any reserve account) subject to assuming the mortgage obligation owing on the property, as well as the taxes and insurance associated with the property and remove Do Quyen from the title of said property within 30 days of the entry of the Decree of Divorce.

### **Miscellaneous**

17. **Alimony:** Both parties to this action are able-bodied and employed, and neither party should be awarded any alimony from the other.

18. **Mutual Restraining Order:** The parties should be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

19. **Delivery of Documents and Duty to Sign Documents:** Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court. Should a party fail to execute a document within 30 days of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may 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.

20. **Interpretation/Applicability:** This document should be governed by Utah law in all respects. Any references to Utah statute herein should mean the Utah Code in effect as of the date of entry of the final order.

21. **Severability:** If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it should not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

22. The court should grant such other and further relief as it may deem just and appropriate in this matter.

23. **Disclosure:** The parties acknowledge that each has fully and completely disclosed

to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and that this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

24. **Full Settlement:** Contingent on the court entering final orders fully consistent with the terms hereof, this Agreement shall fully and finally resolve both parties' pending petitions for divorce. The terms set forth herein shall affect a full and complete settlement of all claims and disputes between the parties, and supersedes any prior oral or written agreements between them. Both parties acknowledge that this Agreement is a compromise settlement agreement resolving disputed claims, and that the terms hereof cannot be construed as an admission of any kind of fault or wrongdoing on the part of either party. Without limiting the generality of the foregoing, each party hereby represents and warrants that he/she/they: has conducted all discovery that he/she/they wishes to conduct and is satisfied that he/she/they has adequate information to settle this case; has carefully read this Agreement and had ample opportunity to discuss the terms hereof with independent legal counsel of his/her/their own choosing; understands the foregoing and intends and agrees to be bound hereby of his/her/their own free will and volition (free from duress, coercion, or undue influence of any kind); and attests that the above terms are fair, equitable, reasonable.

25. **No Construction Against Drafter:** Each of the parties understands,

acknowledges, and agrees that they have contributed to drafting this Agreement, and specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

### **CONCLUSIONS OF LAW**

Based on the foregoing Findings of Fact, the court now concludes as follows:

1. That this court has jurisdiction over the subject matter of this action and the parties to this action.
2. That Quyen is entitled to a Divorce and that such should become final upon its entry as provided by law.
3. That the provisions settling all issues in this action, as set forth in the Findings of Fact, are equitable and should be incorporated into the Divorce Decree.

**[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]**

### **APPROVED AS TO FORM AND CONTENT:**

Khlem Duy Ta  
Khlem Duy Ta, pro se  
*kduyta@yahoo.com*

### **NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE**

KHIEM DUY TA: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by Do Quyen Phu Hong's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

### **CERTIFICATE OF SERVICE**



I hereby certify that on this 30<sup>th</sup> day of April 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

**Khiem Duy Ta, *pro se***  
kduyta@yahoo.com

/s/ Angie Hammon  
Angie Hammon  
*Paralegal for Kenton Walker*