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IN THE THIRD JUDICIAL DISTRICT COURT,
STATE OF UTAH, COUNTY OF SALT LAKE
450 State St., Salt Lake City, Utah 84111

In the matter of the marriage of MARCOS D. FILIPPI, Petitioner, and LIANE MEDEIROS FILIPPI, Respondent.	DECREE OF DIVORCE Case No. 264900938 Discovery Tier: 4 Judge: Hon. James Gardner Comm.: Hon. Michelle Blomquist
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Before the Court is the above-captioned matter. The Honorable James Gardner is the presiding judge. Petitioner Marcos Filippi is represented by Joshua R. Lucherini, Esq. The default of Liane Medeiros Filippi has been entered. The Court previously entered Findings of Fact and Conclusions of Law in this matter. The Court, having reviewed the filings in this matter, and being otherwise fully advised, enters the following orders:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

DIVORCE AND GROUNDS

5. The parties have experienced irreconcilable differences.
6. The Court orders a dissolution of the parties' marriage on grounds of irreconcilable differences.

NO MINOR CHILDREN

7. The parties have no minor children together.

DIVISION OF PERSONAL PROPERTY

8. The parties' personal property shall be divided as they have already divided it.

DIVISION OF ASSETS

9. The parties' nonretirement financial accounts and other intangible assets shall be divided as they have already divided them.

DIVISION OF RETIREMENT ACCOUNTS & PENSION BENEFITS

10. The parties do not have any retirement assets and/or accrued benefits which are subject to division herein.

DIVISION OF REAL PROPERTY

11. The real property located at 1591 East 8685 South, Sandy, Utah, (hereinafter the "Marital Home") is subject to equitable division herein as it is part of the marital estate.

12. The parties shall do, and abide by, the following regarding the Marital Home:
 - a. The parties shall list the property for sale with a licensed real estate broker agreed upon by the parties for a reasonable price and for a reasonable period of time until the property is sold. If the parties cannot agree on which real estate broker to hire, Marcos shall have the final say.
 - b. The parties shall consider every reasonable offer from any prospective buyer and will accept the highest offer within a reasonable time.
 - c. The parties shall receive the following percentage shares of the equity realized from the sale of the property:

- i. Marcos: fifty (50) percent
 - ii. Liane: fifty (50) percent
- d. Equity shall be defined as the sale price of the property minus any encumbrances on the property and costs of sale, if applicable.
- e. The party occupying the Marital Home shall service any mortgage and/or home equity loan debt associated with the property until it is sold.
- f. Liane shall have the right to occupy the property until it is sold.
- g. The parties shall maintain the marital home in a show ready condition to be presented to any prospective buyer.
- h. Neither party will commit waste or otherwise diminish the value of the property.
- i. The parties shall share equally the cost of having the property appraised, if an appraisal becomes necessary.

DIVISION OF DEBTS

13. The parties did not incur any joint or marital debts or obligations during their marriage that need to be divided herein.

ALIMONY

14. Marcos shall pay Liane alimony in the amount of \$2,500 per month for a period of 438 months, that being the length of time that has elapsed between the date of their marriage and the date of their separation, with the first payment being due on the first day of the first month following the parties' divorce.

15. Marcos' alimony obligations shall terminate automatically in the event Liane cohabitates with a romantic partner or remarries.

16. Said amount of alimony is equitable considering the parties' marital standard of living and respective financial resources.

DIVISION OF BUSINESS ASSETS & DEBTS

17. The parties do not have any business assets or debts which are subject to division herein.

LIFE INSURANCE POLICIES

18. Neither party has any life insurance policies.

ATTORNEY'S FEES

19. Each party is responsible for his or her own attorney's fees and costs incurred herein.

20. A party who reasonably seeks assistance from the court to enforce a settlement agreement signed by the parties or orders issued by the court in this case and who substantially prevails shall be entitled to recover his or her attorney's fees and costs incurred in doing so.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE