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Attorney for Russell Shannon

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 RUSSELL J. SHANNON, Petitioner, and EIKO SHANNON, Respondent.	DECREE OF DIVORCE Case No. 264901053 Discovery Tier: 4 Judge: Hon. Robert Faust Comm.: Hon. Joanna Sagers
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Before the Court is the above-captioned matter. The Honorable Robert Faust is the presiding judge. Petitioner Russell Shannon is represented by Joshua R. Lucherini, Esq. Respondent Eiko Shannon is represented by Bryan Payne, Esq. 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

1. The parties have experienced irreconcilable differences.

2. The Court orders a dissolution of the parties' marriage on grounds of irreconcilable differences.

NO MINOR CHILDREN

3. The parties have no minor children together.

DIVISION OF PERSONAL PROPERTY

4. Russell shall receive the following personal property entirely:

- a. Russell's truck (Est. Value \$20,000)
- b. Bedroom furniture set, including a bed frame, mattress, headboard, 2 night stands, chair, dresser, and 3 lamps (Est. Value \$2,000)
- c. Living Room Furniture Set, including a couch, ottoman, rug, television, curtains, bar table, coffee table, and couch covers (Est. Value \$4,000)
- d. Kitchen additional organizer and shelving unit (Est. Value \$250)
- e. Patio Furniture (Est. Value \$500)
- f. Washer/ Dryer (Est. Value \$1,400)
- g. Tub (Est. Value \$470)

h. All remaining furniture in the Marital Home

5. Russell shall pay Eiko \$4,310, that amount being half the value of the furniture awarded to Russell.

6. In addition, each party shall receive the personal property they owned prior to the marriage.

DIVISION OF ASSETS

7. Russell shall receive the entirety of the funds in the following

nonretirement financial accounts and other intangible assets:

- a. Zions Bank Checking Acct. No. ****2203 (Est. Balance \$155,000)
 - b. Health Equity HSA Acct. No. ****2076 (Est. Balance \$8,500)
 - c. Etrade Investment Acct. No. ****9090 (Est. Balance \$130,000)
8. Eiko shall receive the entirety of the funds in the following

nonretirement financial accounts and other intangible assets:

- a. Golden West Bank Account (Est. Balance \$40,000)

DIVISION OF RETIREMENT ACCOUNTS & PENSION BENEFITS

9. Russell shall receive the following retirement assets and accrued benefits entirely:

- a. TIAA Retirement Acct. No. ****420 (Est. Balance \$71,000)

10. Eiko shall receive the following retirement assets and accrued benefits entirely:

- a. Eiko's Retirement Account (Est. Balance \$45,000)

DIVISION OF REAL PROPERTY

11. The real property located at 539 East Fireice Rose Lane, Sandy Utah (hereinafter "Marital Home") shall be awarded to Russell as his sole and separate property.

12. Russell shall pay Eiko \$8,000 within 45 days of the parties' divorce as her share of the equity in the marital home. Upon receipt of that payment, Eiko shall immediately execute a quitclaim deed in favor of Russell, conveying all of her right, title, and interest in the marital home.

13. Within 90 days Eiko executing the quit claim deed, Russell shall assume the promissory note associated with the Marital Home and shall thereafter be solely responsible for payment of the same.

DIVISION OF DEBTS

14. Russell shall pay the following debts and/or liabilities incurred or contracted for during the marriage:

a. Capital One CC (Est. Balance \$3,000)

15. Eiko shall pay the following debts and/or liabilities incurred or contracted for during the marriage:

a. Her credit card accounts

b. Her student loans (premarital)

ALIMONY

16. Neither party shall be awarded alimony for the following reasons:

a. Both parties are capable of providing themselves a standard of living similar to the marital standard of living.

b. The parties have only been married for 28 months.

c. The parties maintained separate financial accounts during the marriage.

d. The parties lived separately until August 2024, when they purchased the Marital Home.

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. Following the parties divorce, the parties shall be free to change the beneficiaries of, cancel, or permit to lapse any life insurance policies the own, including the following policies:

- a. Guardian / Employer Provided Life Insurance AD&D Policy No. 00080836, which has a death benefit of \$50,000, and currently has J. Shannon and B. Shannon listed as equal beneficiaries.
- b. Guardian / Employer Provided Life Insurance AD&D Policy No. 00080836, which has a death benefit of \$150,000, and currently has J. Shannon and B. Shannon listed as equal beneficiaries.
- c. United of Omaha Life Insurance BU Policy No. 1466486, which has a death benefit of \$250,000, and currently has J. Shannon and B. Shannon listed as equal beneficiaries.

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.

DUTY TO SIGN DOCUMENTS WHICH IMPLEMENT THE ORDERS OF THE COURT

21. Regarding documents necessary to implement the orders of the Court, the parties shall do, and abide by, the following:

- a. Both parties shall sign and fully execute whatever documents are necessary for the implementation of orders of the Court.
- b. If a party fails to execute a document within 60 days of the entry of the Court's order or 60 days of being requested to do so by the other party, whichever is later, the other party may bring an Motion to Enforce Order before the Court at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure.
- c. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

HEALTH INSURANCE

22. Following the parties' divorce, each party may remove the other party and that party's dependents from their respective health insurance policy.

NO CONTACT PROVISION

23. The parties shall have no direct or indirect contact except as expressly permitted herein. Neither party shall harass, threaten, intimidate, or disturb the peace of the other.

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

Dated:

/s/

Bryan Payne, Esq.

Representing Bryan Payne, Esq.

Signed by Joshua Lucherini with permission of Bryan Payne, Esq..

RULE 7(j)(4) NOTICE

Notice is hereby given that, pursuant to Rule 7(j)(4) of the Utah Rules Civil Procedure, a party may object to the form of the proposed order by filing an objection within 7 days after this order is served upon them. If no objection is timely filed, this order will be submitted to the Court for signature.

CERTIFICATE OF SERVICE

I certify that I served this Order on the following person(s) by the method, at the address, and on the date indicated below:

Person's Name: Bryan Payne, Esq. (Atty. for Respondent)

Service Method: Efiled

Service Address: Bryan.payne@salaslegal.com

Service Date: May 5, 2026

Dated: May 5, 2026.

/s/ Joshua Lucherini

Joshua Lucherini, Esq.