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

YAR BOL KIIR, Petitioner, vs. MICHAEL KUANY AKECH, Respondent.	DECREE OF DIVORCE Case Number: 234905145 DA Judge: Kristine Johnson Commissioner: Joanna Sagers
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Petitioner, by and through her counsel of record, Matthew Koyle and the Respondent represented through his counsel of record Michael D. Bassett, hereby submits the following Decree of Divorce. The court, having received and reviewed the file on record, and also having received and entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, does hereby ORDER, ADJUDGE, and DECREE as follows:

DECREE OF DIVORCE

The Petitioner shall be awarded a Decree of Divorce from Respondent upon the grounds of irreconcilable differences Utah Code 30-3-1(3)(h). The bonds of matrimony now and heretofore

existing between the parties are hereby dissolved. The divorce shall become final upon entry by the Clerk of the Court.

1. Petitioner and Respondent were married in the nation of Kenya on July 1st, 2015. The parties separated on April 2, 2023.
2. According to the marriage certificate obtained in the Republic of Kenya, the Petitioner's full legal name is Yar Bol Kiir Atem, and the Respondent's full legal name is Michael Kuany Akech. The parties desire that the caption of the case reflect the full legal name of the parties as it appears on their respective driver's licenses, passports, or marriage certificate.
3. This court has jurisdiction over this divorce proceeding pursuant to Utah Code § 30-3-1, *et. seq.* because the parties lived in Utah for at least three (3) months immediately preceding the filing of this action.

VENUE

4. Venue is proper in this court pursuant to UTAH CODE § 30-3-1(2) and because the parties lived in a marital residence within Salt Lake County, State of Utah, according to Utah Code 78B-15-605.

GROUND

5. Pursuant to Utah Code § 30-3-1(3)(h), the parties stipulate the divorce shall be granted on the grounds that the relationship between husband and wife is no longer possible.

CHILDREN (Utah Code 78B-15-101 et seq.)

6. The parties have no children and adopted no children during the marriage and no arrangements for child support are required.

HEALTH AND DENTAL INSURANCE

7. Neither party shall be responsible to pay or maintain health, dental or vision insurance on behalf of the other party. The parties may obtain such insurance upon themselves at their sole discretion and expense.

TAX EXEMPTION

8. Neither party shall have the right to claim the other as a dependent for the purposes of filing taxes. Beginning with the 2023 fiscal tax year, the parties shall file their own tax returns separately.

ALIMONY

9. Neither party shall be awarded alimony to be paid or received by the other party.

REAL PROPERTY

10. During the marriage the parties acquired an interest in real property located at 7136 W. Hawker Lane, West Valley City, Salt Lake County, State of Utah, 84128 (the “marital residence” or “real property”), with tax I.D., Parcel Number 14-27-152-010-0000. According to the county recorder’s office, both parties executed of deed of trust and promissory note for the purchase of the real property.

11. According to the mediation of the parties, the real property shall be awarded to Respondent, free and clear of any claim of the Petitioner, subject to an equitable interest or constructive lien in favor of Petitioner in the amount of \$99,500 (“Petitioner’s share of home equity” or “home equity payout”), which represents a fair and reasonable sum as negotiated by the parties through their respective legal counsel.

12. Respondent may, at his option, elect to keep the marital home as his sole and separate residence by paying or refinancing the marital residence to remove the Petitioner's name from ownership, and pay the Petitioner the sum of \$99,500 (Ninety-Nine Thousand, Five Hundred Dollars), which represents Petitioner's share of the home equity in the marital residence. Respondent shall have up to (6) months, or 180 days after entry of the final decree of divorce to complete the refinance of payoff to the Petitioner.
13. Upon Respondent's election to refinance or payoff the Petitioner's share of equity, and contemporaneous with the payment described above, the Petitioner shall cooperate to sign her name on any transfer of interest document, conveyance documents, such as a quitclaim deed or the like, requested of her by the Respondent or Respondent's assigns or designee, including but not limited to the Respondent's lender, mortgage officer, title officer, escrow officer, or other lending or banking representative to facilitate the refinance transaction and/or payment of the Petitioner's share of the equity.
14. Prior to any refinance, payoff, listing, or closing of the real property, the Petitioner and counsel for the Petitioner shall be provided a reasonable opportunity to review and approve the transaction documents to confirm compliance with the terms of this Decree. Such approval shall not reasonably be withheld.
15. Subject to the payout of the Petitioner's share of the home equity, the Respondent shall then be the sole and separate owner of the above real property at 7136 W. Hawker Lane, West Valley City, Utah, 84128, free and clear of any interest of the Petitioner. Upon receipt of Petitioner's payment of home equity described above, the Petitioner shall hold harmless and release Respondent from any interest in the marital home.

16. In the event the Respondent is unable to refinance the property out of the Petitioner's name or otherwise unable to pay, the parties agree to list and sell the property by selecting a mutually agreed upon brokerage and associated listing agent, to sell the home at current market pricing. Upon closing and recording of the property arising out of the sale, and after payoff of the selling costs, commissions, repairs, remodeling construction and/or maintenance needed (by mutual agreement of the parties to enhance sales value to facilitate a sale), mortgage, liens, and encumbrances, the first \$99,500 shall be distributed out of the net proceeds to the Petitioner with the remainder of the proceeds distributed to the Respondent, subject a reduction of 50% of each parties' share of the outstanding solar system debt, which is a marital debt and encumbrance recorded against the home.

17. The Respondent shall solely be responsible for all the monthly maintenance, upkeep, payments, costs and expenses related to the Marital Residence, utilities, and maintenance (other than any mutually agreed upon major repairs or remodeling efforts to enhance the sale) and shall hold the Petitioner harmless for all foregoing monthly payment obligations during the time period of the separation, divorce proceedings, Respondent's occupancy, until the Petitioner's share of equity is paid off, or property is refinanced, or sold.

18. The parties acquired marital consumer debt by purchasing a solar system attached to the real property ("the Solar Debt") at 7136 W. Hawker Lane, West Valley City and the debt is an encumbrance against the title. In the event the Respondent can payoff the Petitioner's share of equity or refinance to accomplish the same, the Respondent will assume all solar debt obligations in accordance with the award of the real property, free and clear of any debt, obligation, or interest or obligation of the Petitioner. However, if the home is sold, the solar debt will be paid

off equally in the sale as a mutual marital debt incurred during the marriage, reducing each parties' agreed upon share of the marital equity share by 50% of the outstanding solar debt.

19. Neither party shall be required to reimburse the other party for the rental of any property or premises rented or associated debt during the pendency of the divorce or the separation of the parties.

MOTOR VEHICLES

20. Petitioner is be awarded the 2013 Chevrolet Sonic that is currently in her possession, free and clear of any right, or claim of the Respondent. Petitioner shall be responsible for all insurance, registration fees, taxes, liabilities, fuel, repairs, and general maintenance.

21. Respondent is awarded the 2016 Acura MDX that is in his possession and shall be solely responsible for the loan on the vehicle, which upon information and belief is solely in Respondent's name. Respondent shall retain ownership of the Acura free and clear of any right, or claim of the Petitioner. Respondent shall be responsible for all insurance, registration, fees, taxes, liabilities, fuel, repairs, and general maintenance.

22. Respondent is awarded the 2004 Toyota Camry that is currently in Respondent's possession, and is Respondent's sole and separate property that precedes the marriage. Respondent shall retain ownership of the Toyota free of any right, title or claim of Petitioner.

PERSONAL PROPERTY

23. During the marriage, the parties acquired certain items of personal property, in addition to motor vehicles. It is reasonable and proper that the personal property acquired by the parties during their marriage should be divided as the parties have now divided it. Each party shall be awarded their own personal effects.

24. Respondent should be awarded the appliances and fixtures in the Marital Residence, including (but not limited to) the refrigerator, washer, dryer, dishwasher, which are attached to the home run with the land ownership.

25. Each party shall be awarded the items of which each party currently has possession, free and clear of any interest of the other party.

26. The furniture in the Residence should be divided according to whoever currently has possession of those items. Household goods, furnishings, fixtures, appliances, all utensils (including plates and cups), the TV stand and cabinets, the three set couch, all of the decoration items for the house, and her personal effects, should be divided according to how each party currently has possession, free and clear of any interest of the other party.

27. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources should be awarded to the party from whose family it came. All property acquired prior to the marriage should be awarded to the respective party who acquired said property.

28. Any traditional Dowry gift or other inducement to marriage occurring outside the State of Utah, or adjudicated outside of the State of Utah, is not subject to enforcement by this court.

29. Each party shall be awarded the marital rings, engagement jewelry, necklace as was given to them at the time of marriage, or during the marriage, or as the parties have currently divided them, free and clear of any interest of the other party.

DEBTS

30. The parties should be responsible for any debt associated with any item of personal property currently their possession, including vehicles, that are awarded to them and should hold the other party harmless therefrom for the debt associated with the item.
31. Any personal or marital debts occurring during the marriage not disclosed to the other party, shall become the sole responsibility of the party failing to disclose the debt, free from any obligation from the other party or right of contribution against the other party.
32. Each party should be awarded their personal financial accounts held solely in that party's name, free and clear of any claim, interest, or obligation of the other party.
33. Each party should be awarded their personal credit card and merchant accounts held solely in that party's name, free and clear of any claim, interest, or obligation of the other party.
34. Any jointly held merchant accounts, banking accounts, or other debts, other than the solar debt, should be dissolved and closed by the parties.
35. The parties should not obtain any new debt, accounts, or apply credit in the name of the other party.
36. Both parties should be restrained from doing anything to make the other party liable on any new debt of the other party or to damage the other party's credit.
37. The auto loan for the 2016 Acura MDX is the responsibility of the Respondent.
38. Each party should be responsible for their own personal debts and obligations occurring after separation.
39. Petitioner has two (2) student loans that are solely in her name. Petitioner shall be responsible for all payments on these loans and hold Respondent harmless therefrom.

40. If there are any other marital unsecured debts that are not known at the time of the stipulation, these debts should be paid by the party who incurred such debt.

41. Solar Debt. The Respondent will assume all solar debt, free and clear of any obligation of the Petitioner, subject to his ability to payoff and/or refinance. If he is unable to do so, the solar debt shall be split, reducing each parties' home equity payout by 50% of the outstanding debt at closing.

RETIREMENT PLANS

42. During the marriage, both parties acquired and maintained 401(K) retirement accounts through their respective employers. The parties agree that they should retain ownership of their own separate retirement accounts held in their name, free and clear of any right, title or claim against the other.

LIFE INSURANCE POLICIES

43. Each party is awarded the life insurance policy established by that party, including its cash value, free and clear of any the interest of the other party.

ATTORNEYS' FEES AND COSTS

44. Each party should be ordered to assume their own costs and attorney's fees incurred in prosecuting this action.

MUTUAL CIVIL RESTRAINING ORDER

45. Neither party should use the other party's likeness, identity, credit, or personal information for any inappropriate or unauthorized purpose.

46. The parties should not make any derogatory or negative statements about the other party to third parties.

47. Neither party should send to the other party any abusive emails, texts, or voicemails.

48. The parties should be ordered to be restrained from harassing, annoying, or committing, threatening to commit, or engaging in any conduct that could reasonably construed as any form of violence or domestic abuse against the other party or conduct that operates to bother or interfere with the other.

49. Both parties should not interfere with the employment of the other party in any way and should avoid the workplace of the other party.

50. After the decree of divorce is issued by this court, if dispute arises between the parties concerning the terms and conditions of the decree, they shall first participate in at least one session of mediation, a minimum of two hours, prior to returning to court to resolve their dispute.

51. Each of the parties should be ordered to execute and deliver to the other party, or their designee or assigns, any documents necessary to implement the provisions of the Decree of Divorce. Should a party fail to execute a document within a reasonable time to facilitate the terms and conditions of the Decree of Divorce, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70, Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same force and effect as if executed by the disobedient party.

52. The parties should execute and deliver to the other party in a timely manner any documents necessary to implement the provisions of the Decree of Divorce, which should be entered by the Court. Each party should be ordered to execute such deeds, contracts, agreements,

titles or other conveyances as may be necessary to transfer the property awarded to the parties in a timely manner.

53. In the event it becomes necessary for either party to retain legal counsel to enforce the terms and provisions of the Decree of Divorce by way of Order to Show Cause, Motion to Enforce, or other enforcement mechanism, the prevailing party should be entitled to reasonable attorneys' fees and costs to enforce the provisions of the Decree of Divorce, subject to the issue having been previously mediated in good faith.

54. That Petitioner should have her maiden/former name restored to her if she so desires, to Yar Bol Kiir Atem.

ENTIRE AGREEMENT

55. The parties represent that the stipulation is the complete expression of the parties' understanding of the terms and conditions, superseding all prior written and or agreements, merging all prior discussions, mediations, and negotiations, which are now integrated into this agreement.

DUTY TO SIGN DOCUMENTS

56. The parties will sign all documents necessary to comply with the decree within the time period specified within the decree of divorce. If a party fails to sign a document as required by the decree, the other party may ask the court to appoint the clerk of the court, or court appointee/designee, to sign the document or alternatively bring an enforcement action to pursue the same or similar relief against the non-complying party. (Utah Rule of Civil Procedure 70).

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

IT IS SO ORDERED.

BY THE COURT.

Per the Utah Rules of Civil Procedure Rule 10(e) of, the authority for entry of this order can be located at the top of page one of this document

Dated this 25th day of May, 2026.

Respectfully Submitted,

/s/ Michael D. Bassett, Esq. (Electronically Signed)
Attorney for Respondent

Approved as to form by counsel for the Petitioner:

/s/ Matthew B. Crane _____ (electronically signed with permission)
Matthew B. Crane
Attorney for Petitioner

RULE 7 NOTICE

Pursuant to U.R.Civ.P. 7(j)(2), any party to the case has (7) days after service of this proposed order or decree to file an objection upon the moving party, or ten (10) days if service is made by US Mail (see U.R.Civ.P. 6(c)). If no objection is filed within seven (or ten) days, the proposed order or decree will be submitted to the court for signature.

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of May, 2026 I served a true and accurate copy of the foregoing DECREE OF DIVORCE on the following named parties as indicated:

Third District Court
450 S. State Street
Salt Lake City, UT 84114

via e-filing

Matthew B. Crane
150 W. Commonwealth Ave., Suite 204

via e-filing

Salt Lake City, UT 84115
Matthew.crane@fordcranelaw.com

/s/ Michael D. Bassett, Esq.