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

In the Matter of the Marriage of:

JOHN KEVIN KENNEDY,

and

JAMES DAVID GAGE.

DECREE OF DIVORCE

Case No. 264901746

Judge Chelsea Koch

Commissioner Russell Minas

Pursuant to the *Stipulated Petition for Divorce* 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. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

Debts and Obligations

2. Both parties shall assume, pay and hold the other harmless from liability on all debts and obligations incurred by the parties after their date of separation, September 2, 2025 unless otherwise allocated herein.

3. The parties have no known outstanding marital debts or obligations.

4. All debts and obligations not identified herein shall be the responsibility of the party who incurred the particular debt.

Provisions Relating to Financial Assets

5. During the course of the marriage, the parties acquired financial assets, including, but not limited to, joint and separate checking, savings, and investment accounts.

6. John shall be awarded all such assets in his name free and clear of any claim by James.

7. James shall be awarded all such assets in his name free and clear of any claim by John.

8. Any joint financial accounts that may exist shall equally split any remaining assets equally.

Personal Property

9. During the course of the marriage, the parties acquired certain items of personal property.

10. The parties shall each be awarded the personal property previously divided between them. Any remaining items of personal property not yet divided shall be allocated by mutual agreement of the parties, who shall cooperate in good faith to effectuate such division.

11. John shall be awarded the 2019 Subaru Outback, subject to any and all financial obligation associated therewith, and free from any claim of interest by James.

12. James shall be awarded the 2018 Subaru Crosstrek, subject to any and all financial obligation associated therewith, and free from any claim of interest by John.

13. The parties shall assume any debts and obligations related to any property he or she is awarded and shall indemnify and hold the other harmless from the same.

14. All property and all property rights which may be vested in either party as

a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

Real Property

15. The parties acquired no real property during the course of this marriage, nor do they presently own an interest in real property.

16. During the course of the marriage, the parties acquired certain real property located at 694 N. Wall Street, Salt Lake City, Utah 84103.

17. John shall be awarded the marital home and real property as his sole and exclusive property. James shall be awarded an equitable lien against the property in an amount equal to one-half of the equity accrued as of the date of separation.

18. The parties agree that the fair market value of the residence located at 694 N Wall Street is \$625,000.00. From this amount, the following shall be deducted: (a) estimated closing costs in the approximate amount of \$47,000.00, and (b) the current mortgage balance in the approximate amount of \$231,000.00. After accounting for these deductions, John shall pay to James the sum of \$130,000.00 as part of the division of the parties' equity in the residence.

19. James shall retain his IRA/401(k), currently valued at approximately \$85,000.00. In addition, John shall transfer the sum of \$13,000.00 from his T. Rowe Price IRA to James. After said transfer, John shall retain the remaining balance in his T. Rowe Price IRA, currently estimated to be approximately \$10,000.00.

20. The parties further acknowledge the existence of a joint Wells Fargo credit

card debt in the amount of approximately \$12,250.00, which was incurred for stucco repairs to the residence. John shall be solely responsible for satisfying this debt and shall pay the balance in full using funds obtained through a home equity loan.

21. Beginning, May 1, 2026, John shall assume responsibility for making all payments on the existing mortgage encumbering the residence. James may continue to reside at the residence from time to time and shall pay rent in an amount agreed upon by the parties.

22. John has obtained a home equity loan in his own name, in part, to facilitate the buyout of James' interest in the property located at 694 N. Wall Street, Salt Lake City, Utah 84103 and to satisfy outstanding debt. Additionally, pursuant to the terms of the existing mortgage, John is entitled to request an assumption of the mortgage upon entry of the Decree of Divorce, at which time the mortgage holder will release James from liability thereunder.

23. Within one week of John transferring to James the \$130,000 for the home equity outlined in Paragraph 18 of this Order, James shall execute a Quit Claim Deed transferring James's interest in the property to John, John shall assume sole responsibility for the existing mortgage on the residence. John shall refinance the mortgage or otherwise secure James's release from any obligation under the current mortgage, and James shall be released from the mortgage contract by the mortgage lender.

24. James shall execute a Quit Claim Deed and/or any and all other documents necessary to assign all interest in the real property to John. In the event James fails to execute said documents, John may submit an ex-parte motion, pursuant to Rule 70 of the UTAH RULES OF CIVIL PROCEDURE, and the Court may direct the Clerk of the Court to execute said necessary documents.

Health Insurance

25. James shall remain on John's employer-provided health insurance through the summer of 2026, or until the entry of the Decree of Divorce, whichever occurs first, to the extent permitted by the terms of the insurance plan.

Business Interests and Related Assets

26. The parties have acquired no known interest in any businesses during the course of the marriage.

Alimony

27. Each party is fully capable of supporting himself and herself and therefore, neither party shall be awarded alimony at any time, and shall forever waive any such claim.

Retirement Accounts, Pensions, and Related Assets

28. The parties have acquired no interest in any 401k accounts, IRA's pension or profit sharing plans during the course of the marriage.

29. Both parties have accrued benefits in retirement accounts, pensions, or other related assets. Both parties shall maintain interest in their own accounts, and shall abandon all claims to the other's account upon entry of the parties' Decree of Divorce. Both parties shall remove the other as beneficiary from their accounts.

Personal Conduct

30. Both parties shall be permanently restrained from bothering, harassing, annoying, threatening, or harming the other at the other place of residence, employment or any other place. Both parties shall be civil and respectful in their communications with one another.

Taxes

31. In the event that the parties file a joint income tax return for the year 2025, any income tax refund received for said year shall be divided equally between the parties and any amount owed shall be divided equally between the parties.

Attorney's Fees

32. Each party shall assume his own costs and attorney's fees incurred in prosecuting this action.

Other

33. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree of Divorce.

34. Each party shall 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.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM:

/s/James David Gage

James David Gage

Date: June 11, 2026 via email

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

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 John Kevin Kennedy'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 11th day of June 2026, I caused to be served a true and correct copy of the foregoing ***DECREE OF DIVORCE*** via electronic mail to:

James David Gage

james.gage06@comcast.net

Respondent, pro se

/s/ Sara Sloniger

Sara Sloniger

Paralegal for David J. Hatch

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