



James M. Hunnicutt (9341)
DOLOWITZ HUNNICUTT & GIBBS
6465 S. 3000 E., Ste. 108
Salt Lake City, Utah 84121
Phone (801) 535-4340
jim@dolowitzhunnicutt.com
Attorney for Petitioner

**IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH**
450 South State St., Salt Lake City, Utah 84114

In the matter of the marriage of:

HOLLY K. WAMSLEY,

Petitioner,

and

HARVEY D. WAMSLEY,

Respondent.

DECREE OF DIVORCE

Civil No. 254901921 DA

The Honorable James Gardner

This matter came before the Court for a judicial settlement conference on June 19, 2026, conducted by the Honorable Chelsea Koch. Petitioner Holly Wamsley ("Holly") was present and represented by her counsel of record Jim Hunnicutt. Respondent Harvey Wamsley ("Harvey") was present and represented by his counsel of record Kelly White. The parties reached a full settlement agreement, which Judge Koch and the parties placed on the record. This written Decree of Divorce here memorializes the same, as follows:

1. Jurisdiction. Each party was an actual and bona fide resident of Salt Lake County, State of Utah, for all of the 90 days immediately prior to the commencement of this action. There is no dispute that this Court has jurisdiction over the parties and the subject matter of this case, and that

venue properly lies in this Court.

2. Divorce. The parties are granted a divorce, hereby severing the bonds of matrimony heretofore existing between the parties, effective immediately upon entry of this Decree of Divorce. Immediately upon entry of this Decree of Divorce, the parties are hereby restored to their prior status as single, separate, unmarried persons.

3. Grounds. The parties have experienced difficulties that cannot be reconciled and that have prevented them from pursuing a viable marriage relationship. They have grown apart respecting their goals and interests, they have both moved on emotionally, and they have been living separately and apart for many months. The Court here enters a Decree of Divorce between the parties on the grounds of irreconcilable differences.

4. Marriage Information. The parties were married to one another on March 16, 1990, in South Jordan, Utah, and remained married until entry of this Decree of Divorce.

5. Children. The parties have no minor children, and none are expected. The Court makes no orders regarding child custody, child support, or the like.

6. Alimony. Both parties have waived any claim of alimony. No alimony is awarded.

7. Real Property. The parties own one piece of real property, at 5279 S. Huntington Circle, Taylorsville, Utah (hereinafter the "Marital

Residence"). Harvey is awarded the Marital Residence, including all equity.

8. Cemetery Plots. The parties own four cemetery plots at Memorial Redwood Cemetery, which are awarded to Harvey.

9. Retirement Accounts & Benefits. Each party is awarded his or her own retirement accounts and benefits, except as provided here. Holly is awarded her 401(k) except for \$82,000 which shall be transferred to Harvey pursuant to a suitable QDRO. Harvey is awarded his 401(k) and Roth IRA with Ultradent, and his pension with Bucyrus Blades. Holly is awarded her Roth IRA. Regarding Holly's pension with Utah Retirement Systems ("URS"), Holly alone shall be entitled to receive 100% of those pension payments and Harvey shall have no right or entitlement respecting Holly's pension for a 9-year-period starting June 2026. Starting July 1, 2035, Harvey shall be entitled to start receiving a portion of Holly's pension benefits equal to 50% of the cash she would receive each month minus \$175.00 per month, pursuant to a suitable QDRO. In the event of Harvey passing away, 100% of Holly's URS pension benefits shall immediately revert to Holly. Each party alone shall be responsible for the income taxes associated with those retirement benefits that he or she receives.

10. Banking & Financial Accounts. Each party is awarded all of his/her other banking and financial accounts in his/her separate individual name.

11. Personal Property. Each party is awarded all items of personal

property presently in his or her possession. Without limiting the generality of the foregoing, Harvey is awarded the 2013 Kia Sportage, 1994 Ford XLT 250, and utility trailer, and Holly is awarded the 2006 Honda Accord and 2004 Coleman Microlite Trailer.

12. Debts & Liabilities. The parties have no joint debts. Each party alone shall pay and be entirely responsible for any and all credit cards and any and all other debts that are in his or her own individual name. Regarding any debts and/or other obligations assigned to one party under the terms hereof, he or she alone shall be responsible for the same, and shall defend, indemnify against liability, indemnify against loss, and hold harmless the other party from the same.

13. Responsibility for Assets. As to any and all assets awarded to a party under the terms of this document (including, but not limited to, real estate, motor vehicles, personal belongings, etc.), that party alone shall be fully responsible for all costs, liabilities, and/or any other obligations associated with such assets, including, but not limited to, debts, insurance costs, taxes, repairs, maintenance, upkeep, registration fees, liabilities, etc., as well as any costs or fees associated with transferring the asset to that party, and he/she shall defend, indemnify against liability, indemnify against loss, and hold harmless the other party from the same.

14. Name Change. Holly is hereby restored to her former name of Holly K Decker.

15. Cooperation. Within 7 days following entry of the Decree of Divorce, the parties shall exchange all necessary signed paperwork to carry out the division of assets stated in this document, i.e., Holly shall sign and deliver to Harvey a quitclaim deed for the Marital Residence, Holly shall sign and deliver to Harvey the paperwork to transfer ownership in the cemetery plots, Harvey shall sign and deliver to Holly title to the Honda Accord and Coleman Microlite, and Holly shall sign and deliver to Harvey title to the Ford XLT 250. The parties shall be obligated to cooperate with each other and to perform in good faith any and all other acts necessary to carry out the terms hereof.

16. Legal Fees. Each party shall pay his or her own attorney fees and legal costs incurred herein through the date of entry of the final Decree of Divorce.

17. Full Settlement. The terms stated herein shall fully and finally resolve this divorce matter. The terms set forth herein shall affect a full and complete settlement of all claims and rights in dispute between the parties as of June 19, 2026, and shall supersede any prior oral or written agreements between them.

SO ORDERED.

The Court's Stamp & Signature Appear at the Top of Page 1 of this Document.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this *Decree of Divorce* was served upon the following person on June 22, 2026 via e-mail. There was no objection and more than 7 days have passed. I hereby certify that another true and correct copy of this *Decree of Divorce* was served upon the following person on this 1st day of July, 2026 via e-filing:

Kelly O. White
Sandberg, Stettler, & White
kelly@ssw.law
Attorney for Respondent

DATED this 1st day of July, 2026.

/s/ James M. Hunnicutt
James M. Hunnicutt
Attorney for Petitioner