



IN THE THIRD JUDICIAL DISTRICT COURT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

450 S. State Street, Salt Lake City, Utah 84114

IN THE MATTER OF THE MARRIAGE OF:

LAURA JEAN MOHLMAN

Petitioner,

And

CHRISTOPHER PACHECO,

Respondent.

DECREE OF DIVORCE

Civil No. 25490155

Judge: Hon. Patricia Kuendig

Commissioner: Hon. Michelle Blomquist

Discovery Tier: 4

The above matter came before the Court by way of the Stipulation and Property Settlement Agreement for Decree of Divorce. The Court has made its Findings of Fact and Conclusions of Law. Based upon the documents on file in this case, being fully advised in the premises and for good cause appearing:

IT IS ORDERED, AJUDGED AND DECREED AS FOLLOWS:

It is hereby ordered that the Petitioner is given and granted a Judgment and Decree of Divorce from Respondent, to become final upon signature and entry by the Court. It is further ordered as follows:

GENERAL PROVISIONS

1. Each of the parties acknowledge that he or she has had a full and adequate opportunity to consult with legal counsel concerning the legal implications and consequences of the Stipulation and Property Settlement Agreement (or have waived their right to do so), and each party further acknowledges that he or she has entered into the Stipulation and Property Settlement Agreement of his or her own free will and choice and in the absence of duress, coercion, undue influence, or impairment caused by any prescription drug or medicine or other drugs or alcohol. Each party further acknowledges that his or her mental or cognitive abilities and functions are not impaired by reason of any mental, emotional or psychological illness, impairment or condition.

2. The Court found the acknowledgements and stipulations dependent upon and made in contemplation of the parties agreeing to and executing the Stipulation and Property Settlement Agreement and the same being approved by the Court. The parties acknowledge jurisdiction of this court, consent thereto, and agree that the court may enter judgment in accordance with the terms and conditions of the Stipulation and Property Settlement Agreement.

3. The parties acknowledge that the Agreement and other pleadings and documents contemplated herein were prepared by the attorney for one of the parties

solely as a matter of convenience. The papers represent the negotiated settlement by the parties and have been reviewed by both parties and their respective attorneys. The Stipulation and Property Settlement Agreement shall not be interpreted in favor of, or against either party due to the identity of the person or party who drafted the Agreement, any of the agreements leading up to the stipulation or any of the documents and papers contemplated by the Agreement. In the event of an ambiguity, if any, contained herein, neither party shall be entitled to any presumption or advantage based upon the identity of the person or their attorney who prepared these papers.

4. The Court finds that neither party is engaged in military service.

GROUND AND JURISDICTION

5. Petitioner is a bona fide resident of Utah County and has been for at least three months prior to the filing of the divorce action.

6. The parties are Petitioner and Respondent, having been married on December 22, 2017 in Salt Lake County, State of Utah and are presently married.

7. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

CHILDREN

8. The parties have no minor children and none are expected.

ALIMONY

9. Both parties are capable of caring for themselves and therefore, no alimony is requested or awarded to either party.

REAL PROPERTY

10. The parties jointly own the marital residence located at 6663 S. Plumrose Way, Taylorsville, UT 84123 which is currently listed for sale.

11. The parties shall cooperate in good faith to sell the property and shall follow the recommendations of the mutually selected real estate agent regarding listing price, price adjustments, and terms of sale.

12. The parties shall cooperate fully with the real estate agent and shall reasonably acquiesce to the agent's recommendations regarding listing price, price reductions, and any adjustments necessary to facilitate a prompt sale, with the mutual goal of selling the property as efficiently and expeditiously as possible.

13. All costs associated with the sale, including but not limited to realtor commissions, closing costs, and customary fees, shall be paid equally by the parties from the sale proceeds.

14. Respondent shall maintain the property in good and insurable condition pending sale, including maintaining utilities as reasonably necessary and ensuring the property remains in a condition suitable for showings and closing.

15. At closing, all encumbrances on the property, including the first mortgage, second mortgage, and HELOC, shall be paid in full. The remaining net equity shall then be divided equally between the parties.

16. Petitioner shall receive an additional equalization credit of \$630.50 related to the HSA allocation, and \$630.50 shall be deducted from Respondent's allocation.

17. Due to the fact that Petitioner was solely responsible for incurring the debt associated with the HELOC in the amount of \$25,000, Respondent shall receive an equalization payment of \$12,500 from Petitioner's share of the net proceeds.

18. Petitioner shall also will be responsible for payments on the HELOC until the marital real property is sold as described in the agreement.

19. By way of example only, if the property sells for \$535,000, the following shall occur:

- a. Sale Price: \$535,000
- b. Less First Mortgage: (\$340,000)
- c. Less Second Mortgage: (\$101,000)
- d. Less HELOC: (\$25,000)
- e. Net Proceeds: \$69,000
- f. Each party would initially receive \$34,500.
- g. After applying the HSA credit of \$630.50 to Petitioner and deducting \$630.50 from Respondent, and applying the HELOC equalization payment of \$12,500 to Respondent, the final distribution would be approximately:
 - i. Respondent: \$31,580.50
 - ii. Petitioner: \$6,580.50

RETIREMENT ACCOUNTS

20. The parties agreed and the retirement accounts shall be divided as follows:

21. Petitioner shall be awarded the sum of \$14,084.50, plus any market gains or losses through the date of transfer, from Respondent's 401(k) Fidelity account ending in 90262. Said transfer shall occur no later than sixty (60) days from the entry of the Decree of Divorce.

22. The parties shall share equally any fees associated with the transfer of said funds and any QDRO or similar order necessary to effectuate the division.

23. Respondent shall be awarded the Fidelity Cash Management account ending in 9606.

D. Respondent shall be solely responsible for any loan debt associated with his retirement account, including the remaining balance of the approximate \$10,000 loan taken against his 401(k)

PENSION ACCOUNTS

24. Respondent has two pension interests: A Discover Pension (Pension #1) and a Utah Retirement Systems (URS) Pension (Pension #2).

25. Rather than dividing both pensions and incurring additional QDRO costs, the parties agree and it is ordered as follows:

26. Petitioner shall be awarded 8.9% of Respondent's current monthly pension benefit from the URS pension, (Pension #2) based on the current monthly benefit amount. By way of approximation, this creates approximately \$255.96 per month if Respondent is receiving \$2,875.92 per month.

27. Respondent shall be awarded 100% of the Discover Pension (Pension #1), and Petitioner waives any and all claims thereto.

28. Any QDRO or similar orders necessary to effectuate the division of the URS pension shall be prepared and completed with cooperation of the parties within sixty (60) days of the entry of the Decree of Divorce.

29. In the event the documents are not timely effectuated, Petitioner's awarded share shall be deemed to commence as of the date of entry of the Decree of Divorce, regardless of when implementation is completed.

30. The parties shall share equally any fees associated with preparing and implementing any QDRO or similar order.

DIVISION OF DEBTS, ACCOUNTS, AND TAXES

31. Each party shall be solely responsible for any and all debts incurred in his or her individual name, including but not limited to credit cards, personal loans, and any other liabilities, whether disclosed or undisclosed, and shall indemnify, defend, and hold the other harmless therefrom.

32. Each party shall retain and be awarded all bank accounts, financial accounts, and funds held in his or her individual name, free and clear of any claim by the other.

33. Each party shall retain all personal property currently in his or her possession, free and clear of any claim by the other, and each party waives any interest in the personal property in the possession of the other.

34. Each party shall retain and be awarded his or her own vehicle and shall be solely responsible for any and all obligations associated therewith, including but not

limited to loans, insurance, maintenance, registration, and operation, and shall indemnify and hold the other harmless therefrom.

35. Each party shall be solely responsible for maintaining his or her own auto insurance and health insurance and shall indemnify and hold the other harmless from any claims, expenses, or liabilities arising therefrom.

36. Each party shall retain and be awarded his or her respective business interests, if any, together with all associated business income, expenses, assets, and liabilities, and shall indemnify and hold the other harmless therefrom.

37. The parties shall file their 2025 taxes separately and shall each be solely responsible for any tax liability incurred by them individually. Each party shall be entitled to retain any tax refunds issued to them individually.

38. For all tax years moving forward, each party shall be solely responsible for his or her own tax obligations and shall receive the benefit of any refunds attributable to them.

39. The parties represent that there are no other marital debts or liabilities known to them at this time other than those disclosed herein.

MUTUAL RESTRAININ ORDERS

40. Both parties will refrain from going to the other's residence.

41. Any further discussions regarding the implementation of Stipulation and Settlement Agreement shall be conducted through counsel for the parties.

MISCELLANEOUS

42. Name Change. Petitioner may, at her option, be restored to her former maiden name.

43. Attorneys Fees and Final Settlement. Each party shall be responsible for his or her own attorney's fees and costs incurred in this matter.

44. Full and Final Settlement. The parties acknowledge that each may have asserted claims against the other for reimbursement, back-owed expenses, or other financial obligations arising during the marriage or pendency of this matter. The parties agree to waive any and all such claims and fully release one another from any further financial obligations, except as expressly set forth herein. The Agreement constitutes a full and final settlement of all claims between the parties.

45. Full Disclosure. The parties acknowledge that they have made a full and complete disclosure of all assets and debts, including but not limited to the following accounts: Fidelity 401(k) account ending in 90262; Fidelity Cash Management account ending in 9606.

46. Each party entered into their Agreement freely and voluntarily, with full knowledge of the financial circumstances of the other.

47. Final Agreement: The parties Agreement is a complete settlement of all rights either party may have in the other's property, whether presently existing or hereafter acquired and the Stipulation and Property Settlement Agreement constitutes a complete and final resolution of any and all issues related to the Decree of Divorce.

48. Breach of Agreement: In the event either party to the Stipulation and Property Settlement Agreement defaults in his or her obligations herein, the party in default shall be liable to the other party for all reasonable expenses, including attorney fees and court costs incurred in the enforcement of the obligations created by the Stipulation and Property Settlement Agreement.

49. Modification of Agreement: No modification or waiver of any of the terms of the parties Agreement shall be valid, unless in writing and signed by both parties.

50. Choice of Law/Severability: All rights and obligations of the parties hereunder shall be construed according to the laws of the State of Utah. If any term, paragraph, or provision of the Stipulation and Property Settlement Agreement is held invalid or unenforceable for any reason, the remainder of the Stipulation and Property Settlement Agreement shall continue in full force.

51. Decree of Divorce: This Decree of Divorce shall be granted, final upon entry, severing the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences.

52. Execution of Documents. The parties are ordered to execute any documents necessary to carry out the provisions of the Decree of Divorce including any transfers of titles.

IT IS SO ORDERED.

END OF ORDER

The Court's electronic signature and seal will appear at the top of this document when signed and entered by the Court.

Approved as to form:

/s/Devin W. Quackenbush

Devin Quackenbush

Attorney for Petitioner

Approved as to form:

/s/ David C. Condie

David C. Condie

Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of July 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was filed with the Clerk of Court using the Utah Electronic Filing system, which will send notification of such filing to the following:

David C. Condie

12351 South Gateway Park Place

Suite D-700

Draper, UT 84020

Email: davidcondielaw@gmail.com

/s/Charlotte L. Bostwick

Paralegal at Quackenbush Legal, PLLC