



Angela G. Schroepfer, #20369
McCONKIE HALES & JONES
4055 South 700 East, Suite 205
Salt Lake City, Utah 84107
Telephone: (801) 883-9649
Email: angela@mcconkiehales.com
Attorneys for Petitioner

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

IN THE MATTER OF THE MARRIAGE OF: MAGGIE ELIZABETH KIRKHAM,	DECREE OF DIVORCE Case No.: 264901970 Judge: MAY Commissioner: MINAS
--	--

Petitioner,
AND

MITCHELL STOKER KIRKHAM,

Respondent.

The Court, having made and entered its Findings of Fact and Conclusions of Law, hereby ORDERS, ADJUDGES and DECREES that the bonds of matrimony and marriage contract between the parties are dissolved and the parties are awarded a Decree of Divorce on the ground of irreconcilable differences, to become final upon entry by the Court. The Court further ORDERS as follows:

Jurisdiction

1. Marriage information: Maggie and Mitchell are wife and husband, having been married on October 3, 2019, in Salt Lake City, Salt Lake County, Utah. The parties separated on or about April 1, 2026.

2. Residency: The parties are both residents of Salt Lake County, State of Utah, and that they have so resided from more than three (3) months immediately before the commencement of these proceedings.
3. General Jurisdiction: This Court has general jurisdiction over this matter pursuant to Utah Code §78A-5-102(1) and Utah Code §81-4-402(1).
4. Personal Jurisdiction: This Court has personal jurisdiction over the parties pursuant to Utah Code §78B-3-205 and Utah Code §78B-15-604.
5. Venue: Venue is proper in this Court pursuant to Utah Code §78B-3a-201 and Utah Code §81-4-203(1).

Grounds

6. The parties experienced difficulties during the marriage, which could not be reconciled, and which have prevented the parties from pursuing a viable marriage relationship. Accordingly, a decree of divorce shall be entered on the ground of irreconcilable differences.

Children

7. The parties have no minor children and that none are expected.

Premarital/ Inherited Property

8. Unless otherwise indicated herein, the parties shall each be awarded any and all interests that they may have in personal property that they acquired prior to the marriage. The have fully disclosed these interests to the other party.
9. Unless otherwise indicated herein, all property and all property rights which may be vested in either party as a result of family inheritance, trusts, business interests, or similar

sources shall be awarded to the party from whose family it came. The parties have fully disclosed these interests to the other party.

10. The parties acknowledge that they do not have any claim to the other's inheritance and expressly waive any interest in the other family's estates, assets, holdings, business interests, and trusts that may exist.

Personal Property

11. The parties acquired certain items of personal property during the marriage and that such shall remain as currently divided unless otherwise indicated as follows:

- a. Kitchen aid mixer is awarded to Maggie.
- b. Blue and White bowl made in Glassblowing is awarded to Mitchell.
- c. "Favorites" cookbook is awarded to Mitchell.
- d. All other joint property left in the parties' apartment is awarded to Mitchell.

12. Unless otherwise indicated herein, the parties shall each be awarded their own personal effects, and any items purchased specifically for their own individual use (e.g. skis, bicycles, etc.)

13. The parties shall have sole and exclusive ownership and possession of the personal property awarded to them herein, that they shall be solely responsible for any and all obligations and expenses associated therewith, and that they shall hold the other harmless with respect thereto.

14. To the extent that any personal property awarded to one party is titled or owned in the other party's name, the other party's name shall be removed no later than thirty (30) days

following entry of the Decree of Divorce and that each party shall cooperate and sign any document necessary upon presentment to remove their name from the title associated with the personal property at issue.

Real Property

15. The parties acquired no real property during the course of the marriage.

Financial Assets

16. The parties acquired financial assets during the marriage and that such shall be divided as set forth below:

- a. Intermountain Healthcare HSA XXXX is awarded to Maggie;
- b. Ally XXXX6798 is awarded to Maggie; and
- c. Chase XXXX3549 is awarded to Mitchell.
- d. 80% of the balance as of the date of Decree of Divorce of the Morgan Stanley IRA is awarded to Maggie. Neither party shall withdraw any funds prior to that time.
- e. 20% of the balance as of the date of Decree of Divorce of the Morgan Stanley IRA is awarded to Mitchell. Neither party shall withdraw any funds prior to that time.

17. Unless otherwise indicated herein, each party is hereby awarded all accounts in their own name.

18. Any and all joint accounts shall be closed following division as set forth herein.

Debts and Other Obligations

19. The parties acquired debt and other financial obligations during the marriage and that such shall be divided as set forth below.

20. Any student loan incurred by either party is the sole responsibility of the party that received the benefit of the education that the student loan provided. The other party shall be released and held harmless on that student loan debt.

21. Unless otherwise indicated herein, each party shall be responsible for any debt incurred in their own name.

22. The parties shall each be solely responsible for any debts or other financial obligations awarded to them herein and that they shall hold the other party harmless from any liability associated with those debts or other financial obligations.

23. The parties shall not incur any debt on any account or credit card awarded to the other and, to the extent that they do, they shall be solely responsible for such debt.

24. Pursuant to Utah Code §81-4-406(3(b)), the parties shall notify respective creditors or obligees regarding the division of debts, obligations or liabilities addressed herein and of the parties' separate, current addresses.

25. The parties shall refinance any debt awarded to them herein that is in the other party's name into solely their own name within three (3) months following entry of the decree of divorce.

Retirement

26. Each party is awarded the retirement assets accrued in their name, together with any accrued gains or losses thereon, free and clear of any claim by the other party, with the exception of the Morgan Stanley IRA, as referenced in Paragraph 16 above.

27. If necessary, a Qualified Domestic Relations Order (QDRO) or Domestic Relations Order (DRO) shall be prepared to divide the IRA account. Maggie shall cooperate and provide and

necessary documentation to Mitchell, including but not limited to: the plan administrator and contact information for said plan; the plan name and full account number; in order prepare said QDRO or DRO. The parties shall share the cost of any QDRO or DRO equally.

Taxes

28. The parties shall file married filing separately for the 2025 tax return.

29. The parties shall file separate individual tax returns for 2026 and for following years. The parties also shall each be awarded any amount refunded in connection with their individual tax returns and that they shall each be solely liable for any amount due and owing, holding the other harmless from the same.

Spousal Support

30. The parties have the ability to meet their financial needs, and neither party is awarded spousal support from the other.

Attorney Fees

31. The parties shall pay their own attorney fees.

Personal Conduct

32. The parties shall be mutually restrained from bothering or harassing the other.

33. The parties shall be mutually restrained from using the other's likeness or image in any way without express written consent of the other party.

Maiden Name

34. Maggie shall be restored the use of her maiden name, Maggie Elizabeth Gardner, if and when she so desires.

Breach of Agreement

35. If either party breaches the agreement, they may be liable to the other for the attorney fees of the other party related to enforcement efforts.

Choice of Law

36. The Stipulation, including its interpretation and its enforcement, shall be governed by the law of the State of Utah.

37. The divorce and its enforcement shall be governed by the law of the State of Utah.

Execution and Delivery of Documents

38. The parties shall act in good faith and cooperate to title the items awarded to them in a way that is consistent with the Stipulation and that they shall each be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Stipulation and the decree of divorce entered by the Court.

IT IS SO ORDERED.

** In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Decree of Divorce does not bear the handwritten signature of the Judge but instead displays an electronic signature at the upper right-hand corner of the first page of this Decree of Divorce. **

APPROVED AS TO FORM AND CONTENT

*E-signed by AGS with permission from Robert Henriksen
via email on July 31, 2026*

Robert M. Henriksen

Attorney for Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing document was served as indicated below, on this 3rd day of August, 2026, to the following:

Robert M. Henriksen
HENRIKSEN & HENRIKSEN
320 South 500 East
Salt Lake City, UT 84102
robert@henriksenlaw.com

() U.S. Mail, Postage Prepaid
() Hand Delivered
(x) Electronic Filing Notification
() E-mail

/s/ Angela Schroepfer_____