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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:

STEPHANIE MCDOWELL,
Petitioner,

And,

ERIC MCDOWELL,
Respondent.

DECREE OF DIVORCE

Case No.: 264901032
Judge: Amanda Montague
Commissioner: Michelle Blomquist

THE ABOVE-ENTITLED MATTER came before the Court pursuant to the parties' Stipulation ("stipulation" or "agreement") and the Findings of Fact and Conclusions of Law. Jurisdiction of the Court and Grounds were established by the declaration and stipulation filed with the Court. The Court has reviewed the parties' agreement and approves of the same. The Court, now being fully advised in the premises, having entered its Findings of Fact and Conclusions of Law and for good cause showing, makes its order as follows:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The Court has subject matter and personal jurisdiction and venue is proper.
2. The parties shall be granted a decree of divorce on the grounds of irreconcilable differences because the parties have been unable to resolve their marital problems, making the continuance of the marriage impossible.
3. Real Property.

- a. The marital property located at 996 Revere Circle Salt Lake City, Utah 84117 shall be awarded to Stephanie with all debts and liabilities commencing on August 1, 2026. Stephanie shall hold the other party harmless on all debts and liabilities associated with the home. Stephanie will get the utilities solely in her name by August 31, 2026. All of the equity therein is awarded to Stephanie. Eric shall move out of the marital home by August 31, 2026.
 - b. The marital property located at 884 Crestmont Avenue, Idaho Falls, Idaho shall be awarded to Eric with all debts and liabilities commencing on August 1, 2026. Eric shall hold the other party harmless on all debts and liabilities associated with the home. Eric will get the utilities solely in his name by August 31, 2026. All of the equity therein is awarded to Eric.
 - c. Neither party may incumber or take a loan out on either property until the other party is fully removed from the property.
4. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce. Signatures will be given within 5 business days of request.
 5. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be awarded such that the person receiving the item shall be responsible for any associated debt and liability with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded To:</i>
2016 Honda Ridgeline (Eric)	Eric

2015 Suzuki V-Strom (Eric)	Eric
2021 Ford Edge (Stephanie)	Stephanie
Cats	Stephanie

- a. All other marital personal property not listed herein shall be divided equitably between the parties as the parties may agree by the time Eric moves out of the marital home. If the parties cannot agree on the division of the personal property, they shall return to mediation, sharing the cost equally. If the parties still may not agree, the mediator shall serve as an arbitrator regarding the personal property and make awards thereon. All other awards in this case are fair and equitable and shall not be disturbed or considered in this division by the arbiter.

6. Debts. The parties do not have any outstanding marital debt. Thus, each party shall assume, indemnify, and hold the other harmless from liability on the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Debts in Eric's Name	Eric
Debts in Stephanie's Name	Stephanie

- a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards or joint assets.
- b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this document and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
- c. Delinquency in Payments: If either party is obligated on a joint debt, the payment of that debt must remain current. In the event that a payment is not paid in a

timely manner, the parties' assets must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

7. Retirement Accounts:

- a. The parties have the following retirement and investment accounts, which shall be divided equally, along with all accumulations and interest thereon as of the date of division, at the source:

Account	Approximate Balance
Fidelity Individual TOD (Eric- 6386) (Divided Equally from Account)	\$1,480
Fidelity Brokerage Link (Eric-1841) (Divided Equally from Account)	\$281,990
Fidelity Roth IRA (Eric- 5208) (Divided Equally from Account)	\$150,547
Fidelity Rollover IRA (Eric- 8337) (Divided Equally from Account)	\$1,045,330

- b. The parties shall equally divide the marital portion of the UUHC403b ending in 22315 and the UUHC403a ending in 22316 along with all accumulations and interest thereon as of the Decree of Divorce (and interest on each party's share after that). The parties agree that they will divide these two accounts with one QDRO with each party receiving 50% of the total funds. The division date shall be the entry of the Decree of Divorce. The parties shall use Fackrell & McLean Law to prepare the QDRO and shall equally split the cost associated with splitting the accounts or QDRO, if any.

8. Financial Accounts.

- a. The following accounts and funds therein will be awarded in full to Stephanie:

Account	Approximate Balance
Canyon View Credit Union- Checking (Stephanie)	\$2,566.67
Westmark- CD (1000)	\$10,420
Westmark- CD (1001)	\$10,420
Westmark- CD (1002)	\$10,420
Westmark- CD (1003)	\$10,420
Westmark- CD (1004)	\$10,420
Fidelity Roth IRA (Stephanie- 9699)	\$125,639
529 Account (She may use as she deems appropriate)	\$93,892.

- a. The following accounts and funds therein will be in full awarded to Eric:

Account	Approximate Balance
Sofi	\$1,102.00

- b. The following accounts will be divided equally between the parties as of the date of division, which shall be no later than August 31, 2026.

Account	Approximate Balance
Wells Fargo- Checking (Joint-8025)	\$6,398.00
Wells Fargo- Savings (Joint- 8487)	\$1,901.00
Westmark- Checking (Joint- 0020)	\$28,385
Westmark - Checking (Joint 6937)	\$6,748
Westmark- Savings (Joint- 375000)	\$795

9. Life Insurance. The parties are each awarded their respective Term Life Insurance Policies.

10. Name: Stephanie will have the option of restoring her name to Davidson.

11. Alimony. The property division in this case is being done in a way to cover Stephanie's need for support. Given all of the considerations herein, neither party should be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.
12. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.
13. Attorney's Fees and Costs: Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action through reasonable completion of the divorce case.
14. Both parties shall be mutually restrained from harassing, stalking, abusing, tracking, surveilling, swearing at, threatening, or demeaning the other party.
15. Each party shall be awarded all equity, debt, liability, possession, and tax consequence on anything they are awarded in this document unless otherwise specified.
16. Each party shall hold the other harmless from anything they are awarded.
17. The parties shall cooperate with the other, through counsel or otherwise, to effect changes in titles to property to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure the Court's orders are carried out

in every detail. Failure to cooperate may constitute contempt and the Court may order a non-cooperating party to pay attorney fees, pay a fine, serve jail time, among other remedies.

18. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this document. If a party fails to execute a document within sixty (60) days of the entry of the Court's order, the other party may bring an order to show cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same effect as if executed by the disobedient party.

19. Pursuant to U.C.A. § 15-4-6.5, 30-2-5, and 81-3-105, the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce. Therefore, the party not obligated to pay a joint obligation shall:

- (1) Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible;
- (2) Notify that joint creditor of the current address for each party;
- (3) Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt

unless the creditor has first made a demand for payment on the party who was not required to pay the debt.

20. The parties shall work together cooperatively via email to finalize the divorce case consistent with the terms herein. They will follow the timelines in Utah R. Civ. P. 7(j) in presenting proposed drafts and approving them within seven (7) days and filing them with the Court for ratification if no response is received.

--END OF DOCUMENT—

In accordance with the Utah State District Court E-Filing Standard No. 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge but instead displays an electronic signature at the upper margin of the first page of the order once signed.

Approved as to form:

/s/ Frank Mylar

FRANK MYLAR

Attorney for Respondent

Mr. Mylar authorized his electronic signature on August 10, 2026.

CERTIFICATE OF DELIVERY

I hereby certify that on this the 3rd day of August 2026, I caused to be delivered a true and correct copy of the foregoing proposed **DECREE OF DIVORCE** to the following:

Frank Mylar Attorney for Respondent	First Class U.S. Mail, Postage Prepaid Facsimile Transmission Personal Delivery ☒ E-Mail ☐ E-Filing
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/s/ Lexie Baker