



RUSSELL YAUNEY (13409)
MARCO BROWN (13156)
BROWN FAMILY LAW, LLC
8915 S. 700 E., Ste. 203
Sandy, UT 84070
Tel: 801.685.9999
Fax: 800.299.1016
russell.y@brownfamilylaw.com

Respondent's Attorney

IN THE THIRD JUDICIAL DISTRICT COURT
TOOELE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE
OF

MAREN PICKETT,

Petitioner,

&

SETH PICKETT,

Respondent.

**SWORN DECLARATION RE
GROUNDS AND JURISDICTION**

Case No. 254300201

Judge L Douglas Hogan

Commissioner Renee Bloche

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The above-entitled matter came before the Honorable L Douglas Hogan. The Respondent was represented by Russell YauneY. Petitioner was represented by Elenia M. Cozean.

The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, hereby enters the following:

ORDERED, ADJUDGED AND DECREED:

1. The parties are hereby awarded a Decree of Divorce, such to become final upon signature and entry herein.

Provisions Relating to Jurisdiction

2. Both Respondent and Petitioner are bona fide residents of Tooele County, State of Utah, and have been for three months immediately prior to the filing of this action.
3. The parties resided in the marital relationship in the State of Utah and therefore this Court has personal jurisdiction over Petitioner pursuant to Utah Code § 78B-3-205.
4. Respondent and Petitioner were married on 12 May 2000, in Maricopa County, Arizona and are presently married.

Provisions Relating to Grounds

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

Information Relating to the Children of the Parties

6. There are no minor children that will remain as of September 2026.

Provisions Relating to Debts and Obligations

7. The following debts and obligations will be paid off using the equity from the sale of the marital residence.

- a. Bank of America #9656;
 - b. Capitol One #6254;
 - c. CitiBank #4136;
 - d. CitiBank Joint #0175/5913 (same account, different card numbers);
 - e. CitBank Joint #2848;
 - f. Discover CC #7472;
 - g. Wells Fargo CC #9260;
 - h. MACU Joint CC #7680.
8. Any balances accrued after August 2, 2026 shall be paid by the individual who incurred the balance.
9. Seth will be solely responsible for Bank of America #5063 and the MACU signature loan 5198.
10. Any and all joint credit cards shall be closed within fourteen (14) days of the closing date of the sale of the home. To the extent needed, Seth shall cooperate with Maren in closing out any credit cards held in her name.
11. All remaining debts and obligations shall be the responsibility of the party who incurred the particular debt.
12. Pursuant to Utah Code § 81-4-204(e) the party responsible for the majority of a debt shall notify the respective creditor regarding the division of the debt, obligation, or liability herein, as well as the parties'

separate, current addresses. If the parties have an equal obligation, they shall both notify the creditor.

13. Each party shall indemnify and hold other party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.
14. In the event any income tax return of the parties filed on a married filing joint basis is audited, the parties shall be equally liable for any tax, penalty or interest assessed or shall be equally entitled to any refund.
15. For tax years 2024, and 2025, Seth shall be solely responsible for any and all costs associated with the tax preparation and filing. In the event of taxes owed, Seth shall be responsible for 100% of the debt. In the event of any refund, Seth shall receive 100% of said refund. Maren will fully cooperate in filing the taxes as Married Filing Jointly.

Provisions Relating to Personal Property

16. The parties shall duplicate any desired family pictures and videos, so each party has a copy. Seth will be responsible for digitizing the photos and then Maren will be awarded the physical prints.
17. Maren will be awarded the MACU 7680 Joint account, and Seth will be removed from the account. Any other joint accounts will be closed.

18. Seth is awarded 2011 Honda Odessey and 2010 Toyota Tacoma (for children's use) subject to any indebtedness thereon.
19. Maren is awarded the 2016 Ford Explorer, which has no debt.
20. Maren is awarded the following additional property beyond what she already has in her possession:
 - a. Master Room DVD Player and Remote
 - b. Norwex Mop and Pads
 - c. Upright floor cleaner
 - d. food storage
 - e. Digitize Photos
 - f. Small fireproof Safe
 - g. Rowenta Iron and Ironing Board
 - h. Colorado Burial Plots
21. The remaining personal property shall be divided as the parties have already divided it.

Provisions Relating to Real Property

22. During the course of the marriage, the parties acquired a home located at 1717 E Arrowhead Lane, Erda, UT 84074, more particularly described as LOT 14, ARROWHEAD ESTATES PUD 2ND AMENDED, A PLANNED UNIT DEVELOPMENT OF TOOELE COUNTY. OUT OF 18-11-6 FOR 2014 YEAR. 2.54 AC, or parcel number 18-050-0-0014.

23. Said real property shall be sold as soon as reasonably practicable and the proceeds of the sale shall be applied as follows:
24. First, pay expenses of sale;
25. Second, retire any and all mortgages and liens;
26. Third, pay the marital debts and obligations as described above;
27. Last, the balance remaining thereafter to be divided equally between the parties.
28. Both parties shall execute any necessary documents for the listing and sale of said real property. In the event a party fails to execute said documents, other party 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.

Process for Sale of Home

29. In listing the house for sale, the parties have agreed to use Joe Gordon as a realtor. The parties will sign and return the necessary contracts within 24 hours of receiving them.
30. The parties will instruct any realtor that both parties are to be treated as equal titleholders in the property, regardless of whether both parties are on the title.
31. Decisions regarding the sale of the home will be as the parties agree. If the parties do not agree, the parties will follow the recommendations of their realtor regarding listing price, reasonable offers, counteroffers,

reductions in price, etc. The parties will also follow the advice of their realtor regarding recommended preparation, repairs and maintenance necessary to sell the home for the best price and will split the reasonable costs (preparation, repairs and maintenance) equally from the proceeds at closing.

Provisions Relating to Alimony

32. Petitioner shall be awarded a sum of alimony in the amount of \$1,769 per month for 13 years, beginning October 1, 2026. However, if the house has not been sold, then the alimony will only accrue without Seth actually making the payment, with the amount accrued being paid to Maren out of Seth's share of the sale of the house. The alimony award is subject to all statutory provisions regarding alimony. After this time, both parties waive the right to seek alimony for any reason.

Provisions Relating to Pension and Retirement Related Assets

33. The parties shall equally divide the marital portion of all retirement, pension, 401k, and IRA, and will divide the amount with each receiving ½ of the marital portion as defined by the parties' date of marriage through Decree of Divorce. This shall include gains and losses and the parties agree to use Fackrell & McLean in preparation of the order(s). The parties shall equally split the cost associated with splitting the accounts, if any

Restraining Order

34. There is a cohabitant abuse protective order; *Pickett v. Pickett*, protective order, Third District Court – Tooele, case # 254300167. The protective order shall be dismissed once the house has been sold.
35. There is not likely to be a need for Seth or Maren to communicate, and unless there is an issue that is objectively necessary to communicate about, neither party shall casually contact the other or go to the residence of the other without the other party's express permission.
36. Both parties are restrained from bothering, harassing, annoying, threatening, or harming the other party at the other party's place of residence, employment or any other place. Any violation of any of the provisions of this restraining order may be deemed contemptuous, and the violating party may be punished accordingly.

Tax Benefits

37. Respondent shall be entitled to claim all exemptions for the parties' youngest Child for the purposes of filing federal and state income tax returns.

Attorney's Fees

38. Each party will be responsible for his/her own attorney fees.
39. For the purposes of the Soldiers' and Sailors' Civil Relief Act, 50 U.S.C. § 520, neither party is a member of the military.
40. Petitioner is restored the use of her former name, Maren Jensen, if she so desires.

41. The provisions of the Decree of Divorce should be interpreted using the principles of good faith and fair dealing and principles of reasonableness as determined by the Court.
42. Each party is 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.

In accordance with the Utah State District Court eFiling standards No 4, and URCP 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 along with the court's seal and the date and time the Decree of Divorce was executed.

Approved as to form

/s/ Elenia M. Cozean
Attorney for Petitioner
(signed by Russell Yauney with
permission from Elenia M. Cozean by email)