



Kari N. Dickinson, Bar #12495

Carr | Woodall

1309 W. South Jordan Pkwy., Suite 200

South Jordan, Utah 84095

Tel: (801) 254-9450

Email: kari@carrwoodall.com

Attorney for Petitioner

IN THE THIRD DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the Matter of the Marriage of DEVIN PORTER and STACY SCHNEIDER MCSHANE	DECREE OF DIVORCE Civil No. 264903549 Judge Linda Jones Commissioner Kim M. Luhn

The above-captioned matter came on regularly for consideration by the court without hearing. Pursuant to the *Stipulation and Property Settlement Agreement* a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. The Petitioner is awarded a Decree of Divorce from the Respondent on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

1. Debts: During the course of the marriage, the parties acquired certain debts and obligations.

2. Each party shall assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. *credit cards, utility bills*) incurred by that party after separation.

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

4. Personal Property: To the extent that the parties acquired personal property during the course of the marriage, each party is awarded the personal property currently in their name and possession.

5. Vehicles: To the extent that the parties acquired vehicles during the course of the marriage, each party should be awarded the vehicle currently in their possession.

a. The parties shall cooperate in removing themselves from title(s) on the vehicles the other party is awarded and exchange the title(s) and keys in their possession to the party awarded the vehicle(s) within 30 days of the final decree.

b. Each party shall be responsible for the debt, maintenance, and insurance on the vehicle(s) they are awarded, holding the other harmless therefrom.

6. Secured Debt: Each party being awarded property shall also be responsible for the debt associated therewith.

7. Accounts: The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The parties are awarded the accounts in their own name as their separate property, free and clear of any claim by the other party.

8. The Petitioner shall be removed from any joint bank accounts within a reasonable amount of time. The parties shall cooperate by providing documentation and signing whatever is necessary to remove the Petitioner from the joint ownership of the bank account ending in #7479. If the ownership of the account may not be changed, the joint account shall be closed within 30 days of the signing of the decree. Upon removing the Petitioner from the joint account(s) or the closing of the joint account ending in #7479, exactly \$27,634 is to be paid out from the joint account to Petitioner's personal bank account of his choosing.

9. Within 30 days of the signing of the Decree, and in consideration of the Respondent being awarded her own Fidelity stock account ending in #5852, the Respondent shall transfer \$7,272.52 in cash from an account of her choosing to an account of Petitioner's choosing.

10. Personal Belongings: Each party is awarded their own personal belongings.

11. Businesses: During the course of the marriage, the parties have not acquired an interest in any business entities.

12. All other personal property is subject to an equitable division.

13. Retirement Accounts: During the course of the marriage, the parties have acquired pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans. The retirement assets accrued during the marriage and to the date of separation shall be divided as set forth below.

- a. Petitioner shall be awarded his own 401k account with Fidelity ending in #2075 as his own separate property, free and clear of any claim by Respondent.
- b. Petitioner shall be awarded the account with WealthScapeInvestor.com (Osaic) ending in #0026 as his own separate property, free and clear of any claim by Respondent.
- c. Respondent shall be awarded her 401K account with Fidelity ending in #278Y and shall pay, in consideration, Petitioner a total of \$41,412.3 in cash within 10 business days from the date the Decree of Divorce is signed and entered.

14. Real Property: During the marriage, the parties have acquired an interest in real property.

- a. Copper Sea Cove Property: During the marriage, the parties have acquired an interest in real property, commonly known as 3948 Copper Sea Cove, South Jordan, 84009.

- i. This house was acquired during the marriage and is marital property.

The parties agree that a downpayment of \$24,000 was used that is also marital property. The parties agree and acknowledge this property has been sold. Within 30 days of entry of the Decree of Divorce, Stacy shall pay Devin \$12,000, which represents an equitable division of the equity in light of the property distribution set out herein.

- b. Garden Creek Way: During the marriage, the parties have acquired an interest in real property, commonly known as 2567 Garden Creek Way, West Jordan, UT 84088

- i. The parties agree that the total equity in the property equals \$111,003.
- ii. Respondent shall be awarded the temporary and permanent, exclusive use and possession of said property and all right, title, and interest in said real property, including any reserve account, subject to the mortgage obligation owing on the property and the taxes and insurance.
- iii. Respondent shall refinance the house into her own name, paying all expenses of the sale, mortgages, or liens against said real property, and shall pay Petitioner \$67,501.50. The sale or refinance should take

place within 120 days of the signing of the Decree. Respondent shall assume and hold harmless Petitioner on any and all obligations associated with the home.

c. Townhome Rental: During the marriage, the parties have acquired an interest in real property, commonly known as 3665 W 1700 N, Lehi, UT 84088.

- i. The parties agree that the total equity in the property equals \$152,169.29.
- ii. Petitioner shall be awarded the temporary and permanent, exclusive use and possession of said property and all right, title, and interest in said real property, including any reserve account, subject to the mortgage obligation owing on the property and the taxes and insurance.
- iii. Petitioner shall refinance the house into his own name, paying all expenses of the sale, mortgages, or liens against said real property, and shall pay Respondent \$76,084.64. The sale or refinance should take place within 120 days of the signing of the Decree. Petitioner shall assume and hold harmless Respondent on any and all obligations associated with the home.

15. Attorney's Fees: Both parties shall be responsible for their own attorney's fees and costs.

16. Delivery of Documents and Duty to Sign Documents: 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. Should a party fail to execute a document within 60 days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask 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 has the same effect as if executed by the disobedient party.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Stacy Schneider McShane

Stacy Schneider McShane (signed by Kari Dickinson with permission
of Stacy McShane via email)

Respondent, pro se

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

TO THE RESPONDENT: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Petitioner's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of August 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Stacy Schneider McShane

Respondent, pro se

/s/ Kari N. Dickinson

Kari N. Dickinson