

The Order of the Court is stated below:

Dated: September 04, 2026
03:13:11 PM

/s/ JEFF MANN
District Court Judge



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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 PAUL D. ELLIS, Petitioner, and ELIANA A. ELLIS, Respondent.	DECREE OF DIVORCE Case No. 244905433 DA Discovery Tier: 4 Judge Jeff Mann Commissioner Michelle Blomquist
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THIS MATTER came before the Honorable Charles A. Stormont of the above-entitled Court, neither party appearing in front of Judge Stormont, but Respondent having entered her *Declaration as to Residency And Grounds*, and the parties having properly executed a *Stipulation to Decree of Divorce*, filed herein, and the Court, having heretofore entered its Findings of Fact and Conclusions of Law, and good cause appearing therefor,

IT IS HEREBY, ORDERED, ADJUDGED AND DECREED:

GRANTING OF DIVORCE

1. Petitioner, Paul D. Ellis (hereinafter “Paul”), and Respondent, Eliana A. Ellis (hereinafter “Eliana”), are awarded a decree of divorce severing the bonds of matrimony between the parties herein.

MINOR CHILDREN

2. There are no minor children born as issue of this marriage and none are expected.

ALIMONY

3. Eliana is in need of alimony and Paul is capable of providing the same, therefore, Eliana is awarded alimony in the sum of \$2,000.00 per month that allows her to maintain the standard of living enjoyed during the marriage for a period of eight (8) years, unless otherwise terminated by Eliana’s remarriage or cohabitation. In addition to the foregoing, and as and for additional alimony, Paul shall pay to Eliana a lump sum payment of \$50,000.00 within sixty (60) days of his signing of this Stipulation, but no later than August 24, 2026.

REAL PROPERTY

4. The parties own no real property in the State of Utah to be divided by this court. However, the parties acquired land in Tonopah, Arizona. This land shall be sold as the parties can agree with both parties mutually agreeing on a realtor. Any net proceeds from the sale shall be equally split between the parties.

PERSONAL PROPERTY

5. During the marriage the parties have acquired certain items of personal property,

including retirement, profit sharing and pension plans, which shall be divided fairly and equitably, or as heretofore agreed upon between the parties. Further, Eliana shall be awarded the 2003 Ford Expedition free and clear of any and all claims of Paul, and Paul shall be awarded the 2016 BMW free and clear of any and all claims of Eliana and subject to any debt thereon, holding Eliana forever harmless therefrom. The parties shall each be awarded any and all personal property which was inherited or gifted to that party or which that party brought into the marriage and owned prior thereto.

6. Each party shall be awarded one-half (1/2) of the other party's retirement, stock options, profit sharing and/or pension plans that have accrued during the marriage. More specifically, the parties shall equally divide the following accounts or plans or funds:

- a. Charles Schwab-Accounts Nos. 4076, 1269, 4537, 1838 in the name of Paul D. Ellis.
- b. Kroger Account in the name of Paul D. Ellis.
- c. Zagg in the name of Paul D. Ellis.
- d. Capital Group Account in the name of Paul D. Ellis.
- e. HW Lochner Inc. 401(k) Plan in the name of Eliana A. Ellis.

The foregoing amounts shall be equally divided between the parties and the parties shall each immediately provide the most recent and updated statements for each and every of the foregoing assets and shall cooperate in the preparation of any necessary *Qualified Domestic Relations Orders* ("QDRO") or other documents necessary to divide the foregoing accounts.

DEBTS & OBLIGATIONS

7. During the marriage the parties have incurred certain debts and obligations which shall be the sole responsibility of Paul. More specifically, Paul shall assume 100% of the Cypress Credit Union debt, in the approximate sum of \$20,500.00, and shall immediately remove Eliana's name therefrom.

8. Paul shall indemnify and hold Eliana harmless on all debts and obligations Paul is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

9. Eliana shall indemnify and hold Paul harmless on all debts and obligations Eliana is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

10. The allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and is considered in the nature of support to the other party. As a result, the parties shall not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt. The parties understand that this provision may not be binding on the bankruptcy court.

11. Each party shall be solely responsible for any debt incurred by him or her after the date of divorce herein, holding the other party harmless therefrom.

12. The parties shall provide a certified copy of the final *Decree of Divorce* to all creditors pursuant to Utah Code Ann. § 81-4-406(3)(b) and do any follow-up necessary to

effectuate these statutes.

MISCELLANEOUS PROVISIONS

13. Each party shall be ordered to execute and deliver to the other party any documents (*e.g.*, deeds, titles, etc.) necessary to implement the provisions of the Decree of Divorce entered by the Court.

14. Each party warranted and affirmed that he and she has made full and complete accounting of any and all assets that that party has. If an asset is discovered that was not fully disclosed, or correctly identified herein, previous to the entry of the Decree of Divorce, that asset shall be subject to equitable division.

15. Eliana shall be restored to her former name “Eliana Aponte,” if she so chooses.

16. Each party shall pay his or her own attorney’s fees incurred in this matter.

-----END OF ORDER-----

In accordance with the Utah State District Courts Efiling Standard No. 4, and URCP Rule 10(e), this Order 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 Order along with the court’s seal and the date the order was executed by the court.

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of June 2026, I caused a true and correct copy of the foregoing to be ☐ E Filed, ☐ mailed, postage prepaid, ☐ hand-delivered, ☒ sent via Email to:

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\s\ Joseph Lee Nemelka