

FILED DISTRICT COURT
Third Judicial District

SEP 09 2026

SALT LAKE COUNTY

By _____ Deputy Clerk

Mikaela Miller
4823 W. Mossley Bend Drive
Herriman, Utah 84096
Phone: 801-330-6289
Email: mikaelamiller91@gmail.com
Self-represented Petitioner

IN THE DISTRICT COURT OF UTAH THIRD JUDICIAL DISTRICT SALT LAKE COUNTY	PROPOSED DECREE OF DIVORCE AND JUDGMENT Case No. 264904140 Judge Amber M. Mettler Commissioner Kim M. Luhn
In the Matter of the Marriage of: Mikaela Miller, Petitioner, and Richard Martin Miller, Respondent.	

Based on the Verified Petition, the parties' Stipulation and Joint Request for Entry of Decree, the Declaration of Jurisdiction and Grounds, the Findings of Fact and Conclusions of Law, and the entire record, IT IS ORDERED:

ORDERS AND JUDGMENT

1. Dissolution. The marriage of Mikaela Miller and Richard Martin Miller is dissolved. Each party is restored to the status of a single person when this Decree is signed.
2. Jurisdiction and procedural facts. The Verified Petition for Divorce was filed on August 7, 2026. The parties married on September 11, 2004, separated on January 3, 2026, and the statutory 30-day waiting period ended on September 6, 2026.
3. No child-related orders. The parties have one adult child, Camden Miller, and no minor or support-eligible child for whom an order is requested. No custody, parent-time, or child-support order is entered.
4. Names. Neither party requests restoration or change of name.
5. Approval and incorporation of Agreements. The Marital Settlement Agreement dated January 3, 2026, the Second Supplemental Agreement / Amendment dated July 28, 2026, and the Third Supplemental Agreement / Clarification dated August 5, 2026 are approved and incorporated into this Decree as if fully set forth. They are read together; each later express amendment controls the earlier provision it modifies. All other provisions remain unchanged. The Third Supplemental Agreement confirms that the January 3, 2026 Marital Settlement Agreement is the parties' final signed agreement notwithstanding the phrase 'working draft' on its first page. The Agreements survive as contracts to the extent permitted by Utah law.
6. Riverton primary residence. The real property at 13366 S 1300 W, Riverton, Utah 84065-5601 is awarded to Richard. Truist is the identified lender. Richard is solely responsible for the mortgage,

taxes, insurance, utilities, maintenance, and carrying costs and shall indemnify and hold Mikaela harmless. Mikaela shall have mortgage-view access until fully removed. Upon payoff or other transfer event stated in the Agreements, Mikaela shall execute the required deed. The delinquency, cure, consent, access, and protective provisions in the Agreements remain effective.

7. Riverton secondary parcel. The real property at 13400 S 1300 W, Riverton, Utah 84065 is awarded to Richard. Richard assumes any lien, HOA charge, or assessment and shall indemnify Mikaela. To the extent not already completed, the parties shall complete the deed and recording requirements stated in the Agreements.
8. California properties. The properties at 1018 Pascoe Road, APN 052-110-02-00-7; 902 Pascoe Road, APN 052-110-01-00-4; and AC 26 25 30, APN 052-121-13-00-9, all in Glennville, California 93226, are awarded to Richard. To the extent not already completed, Mikaela shall execute the grant deeds or other title documents required by the Agreements.
9. Herriman residence. The real property at 4823 W. Mossley Bend Drive, Herriman, Utah 84096 is awarded to Mikaela. United Wholesale Mortgage is the identified lender. Mikaela is solely responsible for the mortgage, taxes, insurance, HOA dues, utilities, maintenance, and carrying costs and shall indemnify and hold Richard harmless. Richard shall have mortgage-view access until fully removed. Upon refinance or payoff, title shall be completed as stated in the Agreements.
10. General refinance and debt-removal deadline. Every earlier general deadline in the Agreements for refinancing or removing the other party from secured debt is amended to 60 months from January 3, 2026, ending January 3, 2031. Unless extended by signed written agreement as permitted by the Agreements, if the responsible party cannot refinance, assume, pay off, or otherwise remove the other party by that deadline, the sale and cooperation provisions in the Agreements apply.
11. Separate Herriman 180-day protection. The general 60-month provision does not alter the separate Herriman protection. If Mikaela remarries or cohabits in a marriage-like relationship while Richard remains connected to the Herriman title, mortgage, loan, or other financial obligation, Mikaela shall, within 180 days, refinance, assume, pay off, sell, or otherwise remove Richard, unless the parties agree otherwise in writing. If removal is not completed, the parties shall cooperate to list the property or adopt another written solution that fully protects Richard.
12. Vehicles. The vehicles are awarded free and clear of the other party's claims as follows: to Mikaela, the 2019 Audi e-tron and 2015 Maserati GranTurismo; to Richard, the 2025 GMC Sierra, 2013 Maserati GranTurismo, 1992 Mini Rover Cooper, 2018 McLaren 570S, 2006 Ariel Atom, 2015 Ariel Atom, 2021 Ducati Streetfighter, and 2021 PJTM gooseneck trailer. The receiving party shall complete title and registration obligations and pay related fees as stated in the Agreements.
13. Vehicle-specific arrangements. The storage arrangement for Mikaela's 2015 Maserati, Richard's \$43,000 right of first refusal, the title-transfer obligation in the Second Supplemental Agreement, and Camden Miller's use arrangement for the 2013 Maserati remain in effect exactly as stated in the Agreements.

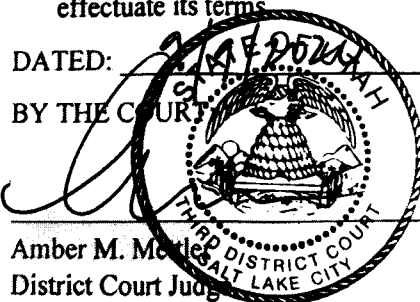
14. **Equipment.** The 2023 Sany SY60 excavator, New Holland Boomer 30 tractor, Kubota KX018-4 mini-excavator, and John Deere Skid Steer 320 are awarded to Richard.
15. **Financial accounts and household property.** The parties have reviewed and reconciled their financial accounts, intentionally omitted a separate financial-account exhibit, and jointly addressed the America First accounts as stated in the January 3 Agreement. Each party retains accounts in that party's name unless the Agreements state otherwise. Household goods and ordinary personal property have been divided by agreement.
16. **Retirement.** Each party retains that party's own retirement accounts. Mikaela retains her LPL Financial 401(k) and any other retirement accounts from prior or separate employers. Richard retains his LPL Financial 401(k). No QDRO or retirement transfer is required. The contribution and alimony-offset provisions in the January 3 Agreement remain effective.
17. **Businesses.** Richard is awarded 100 percent of Carrier SI, Inc. and L.D.M.R., Inc., including all ownership, goodwill, income, distributions, and company points, miles, rewards, or awards. Mikaela waives any ownership claim. Richard assumes the business liabilities and shall defend, indemnify, and hold Mikaela harmless. Richard shall continue best efforts to obtain Mikaela's written release from any business guarantee or obligation; the indemnity continues until she is released.
18. **Other debts and indemnity.** There are no additional debts beyond the obligations secured by property or vehicles and debts held in a party's own name, as stated in the Agreements. Each party is responsible for the obligations assigned to that party and shall indemnify and hold the other harmless.
19. **Periodic alimony/support.** Richard shall pay Mikaela \$3,000 per month for 60 months, followed by \$2,000 per month for 60 months, followed by \$1,000 per month for 60 months. Payments are due on the first day of each month beginning the first full month following the January 3 Agreement's Effective Date. Prepayment is allowed. Entry of this Decree does not restart or extend the agreed schedule, and all prior payments and prepayments shall be credited.
20. **Termination of periodic payments.** The periodic payments terminate upon the earliest of: completion or prepayment of all required periodic payments; Mikaela's remarriage; Mikaela's cohabitation in a marriage-like relationship as recognized under Utah law or determined by signed written agreement or court order; Mikaela's death; or Richard's death. Amounts that accrued before the terminating event remain due and collectible as provided in the Second Supplemental Agreement. Termination of periodic payments does not terminate or modify any property-settlement or other non-alimony obligation.
21. **Non-modification and no further support.** The amount and duration of the periodic-payment obligations are non-modifiable to the fullest extent permitted by Utah law, except to enforce them or as expressly allowed in the Agreements. Except as stated in the Agreements, neither party owes additional spousal support.
22. **Satisfied payments and Herriman contributions.** The \$35,000 reserve/cushion payment and home furnishing allowance have been satisfied. The Herriman earnest money, cash-to-close, closing costs,

and house-related contributions described in the January 3 Agreement are included in the overall settlement and are not subject to further reimbursement except as expressly stated in the Agreements.

23. Health insurance. Mikaela shall maintain Richard as an enrolled dependent on her employer-sponsored health-insurance plan through entry of this final Decree, subject to the plan's eligibility rules. Richard shall obtain replacement coverage when his eligibility under that plan ends. This provision replaces the earlier health-insurance language in the January 3 Agreement.
24. Other insurance and taxes. No life-insurance security is required unless the parties later agree in a signed writing. Each party is responsible for insurance and taxes associated with assets awarded to that party. The tax treatment of periodic payments is as stated in the Agreements and applicable law.
25. Privacy, access, and respectful communications. The residence-access, security-code, community-amenity, third-party title, confidentiality, privacy, and respectful-communication provisions in the Agreements are incorporated and ordered to the extent permitted by law.
26. Enforcement. The written-notice, cure, proof-of-payment, dispute-resolution, indemnity, prevailing party fee, stipulated-judgment, and other enforcement provisions in the Agreements are incorporated and may be enforced to the extent permitted by law.
27. Further documents. Each party shall promptly sign and deliver every deed, title, release, transfer, authorization, and other document reasonably necessary to carry out this Decree and the Agreements. The Court retains jurisdiction to enforce compliance.
28. Domestic Relations Injunction. The Domestic Relations Injunction issued in this case terminates upon entry of this Decree.
29. Fees and final judgment. Each party shall bear that party's own fees and costs except for enforcement fees available under the Agreements or applicable law. This Decree constitutes the final judgment of the Court, and the Court retains jurisdiction to enforce it and enter further orders necessary to effectuate its terms.

DATED: 9/9/2024

BY THE COURT



Amber M. Mott
District Court Judge

APPROVED AS TO FORM AND CONTENT

Date: 9/9/2024

Signature: [Signature]

Mikaela Miller, Petitioner

Date: 9/9/2026

Signature: [Signature]

Richard Martin Miller, Respondent