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IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR TOOELE COUNTY; STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF

MICHELLE WILSON,

PETITIONER

AND

DEVON WILSON,

RESPONDENT

DECREE OF DIVORCE

Civil No.254300598
Judge L. DOUGLAS HOGAN
Commissioner RENEE BLOCHER

Petitioner, MICHELLE WILSON ("Petitioner" or "Michelle") commenced this divorce action against Respondent, DEVON WILSON ("Respondent" or "Devon"), by filing a Petition for Divorce on December 30, 2025. The Court has received the parties' written Stipulation and Settlement Agreement, filed September 2, 2026. The Court has also received Respondent's Declaration of Jurisdiction and Grounds and has entered Findings of Fact and Conclusions of Law. Having reviewed the file in this matter and being otherwise fully advised, the Court hereby ORDERS, ADJUDGES, and DECREES as follows:

GROUND AND JURISDICTION

1. **Jurisdiction.** The parties are residents of Tooele County, State of Utah, and have been for more than three (3) months immediately preceding this action.
2. The parties entered a marital relationship on April 15, 2016.
3. **Divorce.** The parties are granted a divorce based on their irreconcilable differences, as provided for in Utah Code § 81-4-405(1)(h).
4. **Children.** There have not been any children born as issue of this marriage, and none are expected.

DIVISION OF ASSETS AND LIABILITIES

5. **Marital Property.** The parties shall sell the marital home located at 637 Mulberry Street, Stansbury Park, Utah 84074, including the hot tub and shed. The parties acknowledge that the home is subject to the following encumbrances:
 - a. AmeriaSave First Mortgage, approximately \$297,333;
 - b. UFirst Credit Union HELOCK, approximately \$101,923; and
 - c. Goodleap Solar Panel obligation, approximately \$24,276.
6. **Selection of Real Estate Agent.** Michelle's counsel shall propose three (3) qualified real estate brokers experienced in the Wasatch Front market. Devon shall select Brandon Streator of Kodiak Property Management as the listing agent. The parties shall cooperate fully with the selected agent and to follow the agent's professional advice regarding marketing, pricing, showings, and sale terms. Both parties shall execute all necessary documents to list, market, and sell the property in a timely manner.

7. **Use of Sale Proceeds.** The gross proceeds from the sale of shall be applied in the following order of priority:

- a. All real estate commissions, closing costs, title insurance, and escrow fees;
- b. Payoff of AmeriSave First Mortgage in full;
- c. Payoff of the UFirst HELOC in full; and
- d. Payoff of the Goodleap Solar Panel obligation in full.

Any remaining net proceeds shall be retained by the escrow agency pending further order of the Court or joint written instruction from the parties.

8. **Home Sale Deficiency.** The parties acknowledge that the current equity in the marital home is minimal, and the sale may result in a net deficiency after paying off the mortgage, HELOC, solar panel debt, and all closing costs and commissions.

If the net proceeds from the home sale are insufficient to pay off the AmeriSave Mortgage, UFirst HELOC, and Goodleap Solar Panel obligation in full, any resulting deficiency shall be the joint and equal responsibility of both parties. Each party shall pay exactly fifty percent (50%) of the deficiency.

Within thirty (30) days of receiving the closing statement and final accounting from the escrow agent, the parties (or their counsel) shall jointly calculate the deficiency amount and determine each party's fifty percent share. Payment shall be made by the party owing the deficiency directly to the escrow agent or as otherwise directed by the escrow instructions, within fifteen (15) days of notification of the amount owed.

Each party agrees that the deficiency allocation set forth herein is in addition to and separate from the debt allocations described in paragraph #9 below and does not modify those allocations. Each party shall cooperate in facilitating the home sale and shall not take any action to delay or prevent the sale in order to avoid their responsibility for the deficiency.

Devon commits to maintaining the mortgage current and cooperating with realtor and sale process, through closing. Any mortgage payment amounts, late fees, or other unpaid charges as of the closing of the sale shall be deducted from Devon's share of the net sale proceeds before application of the fifty percent (50%) deficiency split under paragraph 11 above.

9. Debt Allocation. The parties agree to the following allocation of marital debt. Each party shall be solely responsible for their allocated debts and shall indemnify and hold harmless the other party from any liability, collection actions, or credit reporting consequences. Each party shall execute any documents necessary to transfer account titles, remove authorized users, or otherwise effectuate the division.

Debt Description	Approximate Amount	Allocation & Terms
Camp Trailer Loan — UFirst Credit Union	~\$38,000	Devon assumes and retains trailer
Discover Card	~\$12,000	Devon assumes
CFNA Burt Brothers Credit Card	~\$1,500	Devon assumes
Wells Fargo Card #2	~\$1,800	Devon assumes
Honda Finance Auto Loan	~\$18,600	Michelle assumes; Michelle retains Honda Civic

Wells Fargo Card #1	~\$19,821	Michelle assumes (solely in her name)
Intermountain Medical Debt	~\$1,733	Michelle assumes (personal medical expenses)
Affirm Debt	~\$124	Michelle assumes

10 Vehicles. Each party shall retain the vehicle(s) as follows:

a. Honda Civic. Michelle shall retain sole ownership and possession of the Honda Civic, and shall assume the Honda Finance Auto Loan (~\$18,600). Michelle shall refinance the vehicle loan within three (3) months of the entry of this Decree to remove Devon's name from the title and loan. Michelle shall indemnify and hold harmless Devon from any liability or collection actions related to this loan. If Michelle fails to refinance within three months, Devon may seek enforcement through the Court.

b. Camp Trailer. Devon shall retain sole ownership and possession of the camp trailer (Forest River Rogue 25V) and shall assume the UFirst Auto Loan for the trailer (~\$38,000). Devon shall execute all documents necessary to transfer the title to his sole name.

11 Personal Property. Each party shall retain all personal property currently in their possession as of the date of separation (June 30, 2025), including but not limited to furniture, household items, electronics, and collectibles. Any disputes regarding specific items shall be resolved by mutual agreement of the parties or, if unresolved, by the Court upon motion.

12 Pets. Devon shall retain exclusive ownership and custody of the family dog, Clyde.

13 Retirement Accounts. The parties agree to divide their retirement accounts pursuant to the Woodward Formula, consistent with Utah law. The following accounts are subject to division:

- a.** Devon's 401(k) at Standard Retirement Services;
- b.** Michelle's URS State Pension; and
- c.** Michelle's URS State 401(k)/457 Account.

The parties shall cooperate in obtaining necessary account statements and plan information. Within sixty (60) days of the entry of this Decree, the parties shall exchange all relevant retirement and pension account information needed to calculate the marital portion under the Woodward Formula.

The Court shall issue one or more Qualified Domestic Relations Orders (QDROs) to effectuate the division of these accounts. Each plan administrator shall divide the accounts in accordance with the QDRO. The parties shall split the costs of QDRO preparation equally (50/50).

For purposes of the Woodward Formula calculation, any withdrawals made since the date of separation (June 30, 2025) shall be added back to the account balances as of that date.

14. 2025 Income Tax Returns. Michelle has filed her 2025 income tax return individually or the period January 1 – June 30, 2025, prior to separation. Each party shall be responsible for their own tax filings going forward. No joint return shall be required.

ALIMONY

15. Pursuant to Utah Code § 81-4-501, Devon shall pay to Michelle monthly alimony in the amount of eight hundred dollars (\$800.00) per month.

16. **Duration.** Alimony shall commence upon the closing of the sale of the marital home.

17. Alimony shall be paid monthly for a period of sixty (60) months (five years) from the date of commencement, unless terminated earlier pursuant to paragraphs 18 and 19 below.

18. **Automatic Termination.** Alimony shall terminate automatically upon the earliest occurrence of any of the following events:

- a. Michelle's remarriage;
- b. Michelle's cohabitation with a romantic partner;
- c. Michelle's death; or
- d. The completion of the sixty (60) months of payments.

Upon the occurrence of any of these events, alimony shall cease without further order of the Court. Devon shall petition the Court for termination or modification of alimony if he believes that one of the above conditions has been satisfied.

19. **Payment Terms.** Alimony shall be paid by direct deposit, check, or as otherwise agreed to by the parties. Payments shall be made by the 1st day of each month.

NAME CHANGE

20. Michelle may elect to restore her maiden name if she so desires.

ATTORNEY FEES AND COSTS

21. Each party shall pay their own attorney fees and court costs associated with this matter.

No party shall be liable to the other for attorney fees or costs.

CREDITOR NOTICE AND DOCUMENT EXECUTION

22. Each party shall, within sixty (60) days of the entry of this Decree, notify all creditors of the divorce and the allocation of debt as set forth herein. Each party shall execute all documents necessary to transfer account ownership, remove authorized users, release co-borrower liability, or otherwise effectuate the terms of this Decree.

23. Each party indemnifies and holds the other harmless from any collection actions, credit reporting consequences, or liability to debts allocated to that party. A breach of this indemnification clause shall result in contempt of court and attorney fees.

24. If Father seeks to modify any custody, legal custody, or parent-time provisions contained in this Stipulation and Settlement Agreement or any Decree of Divorce entered based upon this Agreement, Father shall be solely responsible for all costs associated with such modification, including but not limited to Father's own attorney fees and costs, as well as all reasonable attorney fees and costs incurred by Mother in defending against or responding to any motion or proceeding brought by Father. This provision shall not apply to modifications sought by Mother or to modifications agreed upon in writing by both parties.

ADMINISTRATIVE PROVISIONS

25. **Binding Effect.** Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within sixty (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.

26. Final Decree of Divorce. The parties hereby agree that the Court may enter, and jointly move the court to enter, the Findings of Fact and Conclusions of Law as well as a Decree of Divorce submitted in conformity with the terms of this Stipulation.

SO ORDERED.

SIGNED BY THE COURT

As indicated by the electronically added seal and date atop page 1
HONORABLE JUDGE L. DOUGLAS HOGAN
Third District Court

Notice Pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure

TO THE PARTIES: Notice is hereby given that pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure, that this proposed Order should be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

Dated: September 8, 2026

/s/ Alex Maynez

Alex Maynez
Attorneys for Respondent

APPROVED TO FORM:

/s/ Tim Donaldson

Signed by Alex Maynez with permission

Tim Donaldson
Attorney for Petitioner