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**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR  
SALT LAKE COUNTY, STATE OF UTAH**

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***In the matter of the marriage of:***  
NICHOLAS D. HEALY,

Petitioner,

and

JENNIFER HEALY,

Respondent.

**DECREE OF DIVORCE**

Civil No. 254903594

Judge Todd Shaughnessy

Commissioner Michelle Blomquist

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THE ABOVE-CAPTIONED MATTER having come before the above-entitled court upon motion, the Honorable Todd Shaughnessy presiding. The Court, having entered its Findings of Fact and Conclusions of Law, hereby **ADJUDGES, DECREES and ORDERS** as follows:

1. Petitioner is granted a divorce on the grounds of irreconcilable differences.

**ALIMONY**

2. Based upon Petitioner's ability to pay and Respondent's need, Petitioner shall pay to Respondent \$6,500 per month in alimony beginning the month following the sale of the home, until the first of the following:

- a. Respondent's remarriage or cohabitation;
- b. The death of either party;
- c. Alimony is paid for 12 years.

3. In addition, Petitioner shall give Respondent \$100,000 from his portion of the proceeds from the sale of the home.

#### **REAL AND PERSONAL PROPERTY**

4. During the marriage, the parties acquired real property located in Salt Lake city, Utah. The home shall be sold and the equity divided. The home shall be immediately listed for sale and Petitioner shall manage the sale of the home by owner and shall have until December 31, 2026 to sell it by owner. Should the home not sell, then the parties shall hire an agreed-upon realtor by January 2, 2027. Any agreed-upon repairs to the home shall be in writing and will be equally divided. The parties shall also follow the recommendation(s) of the realtor. The parties shall keep the home in reasonable show condition.

5. During the marriage, the parties have acquired various items of furniture, fixtures, appliances and household goods. The parties shall work together to reach an agreement on the division of the property. If they are unable to agree, then they shall attend at least one session of mediation. If they are still unable to agree, then either party may bring the matter before the Court. The foregoing notwithstanding, the following personal property shall be awarded as follows:

- a. Petitioner shall be awarded the Tesla, Ram Truck, Malibu boat, 4-wheeler, snowmobile, and Harley Davidson motorcycle.
- b. Respondent shall be awarded the Acura.

- c. The Vanderhall vehicle shall be sold and the proceeds equally divided.

#### **DEBTS**

6. There are no debts to be divided.
7. Pursuant to Utah Code §15-4-6.5(3)(b), both parties are authorized to provide notice to each creditor of the parties following the entry of the Decree of Divorce for the allocation of debts between the parties.

#### **RETIREMENT AND INVESTMENT ACCOUNTS**

8. During the marriage, the parties acquired retirement and investment accounts that shall be divided as follows:

| <b>ACCOUNT</b>                           | <b>DIVISION</b>                  |
|------------------------------------------|----------------------------------|
| Schwab account                           | Equally divide                   |
| Empower - Compunet                       | Equally divide                   |
| Empower - Presidio                       | Equally divide                   |
| Schwab IRA                               | Equally divide                   |
| Pitney Bowes annuity                     | Equally divide                   |
| Vanderhall Class C stock (87,898 shares) | 43,949 shares each               |
| Vanderhall common stock (250,828 shares) | 125,414 shares each              |
| Seek Labs                                | 1,376 to Nick, 1,377 to Jennifer |
| Jennifer's 403(b)                        | Award to Jennifer                |
| Trans America account                    | Equally divide                   |

9. The parties will hire a mutually-agreed upon third party to prepare the necessary QDRO's and will each pay one-half of the cost.

#### **BANK ACCOUNTS**

10. The parties' bank account shall be divided as follows (all division shall occur within seven (7) days of signing this agreement):

| ACCOUNT   | APPROX. BALANCE | DIVISION                                 |
|-----------|-----------------|------------------------------------------|
| AFCU 6934 | \$100.00        | Jennifer                                 |
| UCCU      | \$0.00          | Jennifer                                 |
| AFCU 2493 | \$10,910.00     | Equally divide                           |
| AFCU 6046 | \$333,460.00    | \$205,709.50 Jennifer, remainder to Nick |
| AFCU 7144 | \$39,799.00     | Equally divide                           |
| AFCU 7625 | \$505.00        | Equally divide                           |
| MACU 3783 | \$46,616.00     | Equally divide                           |

11. Any account not identified above and later discovered shall be equally divided.

12. The parties will each pay one-half of the cost of the purchase of a mutually-agreed upon vehicle for Savannah, which shall not cost more than \$18,000.

#### MISCELLANEOUS

13. Each party shall bear his or her own attorney fees and costs.

14. Respondent should be restored the use of her maiden name of Garrett should she so desire.

15. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree.

16. In the event either party fails to perform his or her obligations under the Decree of Divorce, that person shall be required to pay all costs and attorney fees of the other party incurred in enforcing the terms.

**\*\*\*END OF ORDER\*\*\***

**In accordance with Utah R. Civ. P. 10(e), this Order does not bear a handwritten signature, but instead displays an electronic signature on the first page, along with the Court's seal and the date the order was executed.**

APPROVED AS TO FORM:

/s/ Martin N. Olsen (With permission)  
Signed by David C. Blum with email  
permission from the above-named