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PRIVATE RECORD

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

In the Matter of the Marriage of:

KURSTEN J. GERTH,

Petitioner,

and

CARMEN F. GERTH,

Respondent.

DECREE OF DIVORCE

CIVIL NO: 264900496

JUDGE: AMBER M. METTLER

COMMISSIONER: JOANNA SAGERS

WHEREFORE, the Court has reviewed the Findings of Fact and Conclusions of Law, Mediated Stipulation and Settlement Agreement, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged and decreed as follows:

1. The parties will be granted a decree of divorce upon the grounds of irreconcilable differences.
2. The parties have no children together.
3. The marital home and real property located at 12169 Andrew Circle in Draper, Utah shall be handled as follows:

- a. The property shall be promptly listed for sale and sold. In connection with this, within one week of the date of this order, Kurt shall submit a list of three proposed realtors to Carmen (Cad Cauley shall not be on the list, nor any realtor he works directly with). Carmen shall select a realtor from the proposed list and shall notify Kurt of the selection in writing within one week of receipt of the list.
- b. Both parties must mutually agree to the listing price. All offers and/or counteroffers must be agreed upon by both parties in writing prior to being made to a potential buyer. No offer or counteroffer may be accepted without the prior written approval of both parties.
- c. Any repairs required by law as a condition to sell shall be shared equally by the parties.
- d. Both parties shall exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.
- e. Both parties may continue to reside in the property until it is sold, with Kurt being solely responsible for the mortgage payments and utilities. Both parties shall be equally responsible for routine/regular upkeep and maintenance in connection with the property; keeping the property in marketable condition.
- f. Upon the sale of the property, the sale proceeds shall be used to pay in full and retire the mortgage loan; together with paying the costs of the sale, including

closing costs and commissions. Once these obligations are satisfied, the parties shall divide the net sale proceeds as follows:

- i. Kurt is awarded the first of \$110,000.00 the net sale proceeds.
- ii. The remaining net sale proceeds after the award of \$110,000.00 to Kurt, shall be divided equally, with each party being entitled to one-half (1/2) of these remaining net proceeds.

4. With the exception of the property identified at Paragraphs 5 and 6 below, the parties agree to work cooperatively and in good faith in order to equitably divide items of personal property at the residence identified at Paragraph 3 above. In connection with this, the following shall apply:

- a. Any items which are agreed upon by the parties shall be awarded to the party whom it was agreed to receive the item.
- b. If the parties are unable to agree regarding any item, they will return to mediation first, before going to Court, to attempt to resolve any such dispute(s) in good faith. The mediator will be mutually agreed upon, with the parties to share equally the cost of the mediator.
- c. If the parties are unable to reach an agreement regarding any disputed item(s) in mediation, either party may have the issue of division and/or valuation of any disputed item(s) decided by the Court. In connection with any disputed item(s), the item(s) shall be safeguarded until there has either been a written agreement from mediation regarding the disputed item(s) or an order/decision from the Court regarding the disputed item(s).

d. In the event of a dispute or disagreement regarding any item(s) of personal property, such a dispute or disagreement is a standalone issue and will not form a basis to void or otherwise rescind or change any of the terms the global divorce settlement as set forth in this order. In connection with this provision, if it is necessary for the parties to return to Court in order to have a trial or other Court proceeding/hearing to address division of the personal property, the issue of division of the personal property is specifically reserved and shall therefore be subject to future order of the Court.

5. Carmen is awarded the 2020 Subaru Forester and Luna (dog) as her sole and separate property free and clear of any claim or interest of Kurt; subject to all debt, liability and encumbrance thereon, which she shall hold him harmless from. Within 30 days of the date of this order, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

6. Kurt is awarded the 2008 Toyota Tundra, 1972 Chevelle and enclosed trailer as his sole and separate property free and clear of any claim or interest of Carmen; subject to all debt, liability and encumbrance thereon, which he shall hold her harmless from. Within 30 days of the date of this order, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

7. The debts shall be divided as follows*:

a. Carmen

i. Any credit cards solely in her name and any debts incurred solely by her and/or in her name.

- ii. Her own medical and dental expenses.
 - b. Kurt
 - i. Any credit cards solely in his name and any debts incurred solely by him and/or in his name.
 - ii. His own medical and dental expenses.
 - 1. *Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.
 - c. The loan owing to Chase for the mortgage on the real property identified at Paragraph 3 above shall be handled as follows:
 - i. The loan is only in Kurt's name; however, both parties are obligated on the loan.
 - ii. Kurt shall continue to service the monthly mortgage payments on the loan pending sale of the property as addressed at Paragraph 3 above.
 - iii. In conjunction with sale of the property, the loan will be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligation.
 - d. The MACU Visa credit card linked with account #9590 (addressed at Paragraph 9(a) below) shall be closed when the other accounts are closed. There is a \$0 balance on this card. Neither party shall make any charges on or withdrawals or debits on the account.
8. Retirement/investment accounts will be handled as follows:

- a. Carmen is awarded the Vanguard IRA, Fidelity Brokerage account and MACU CD in her name as her sole and separate property, free and clear of any claim or interest of Kurt.
- b. The Ameriprise accounts in Kurt's name shall be handled as follows:
 - i. There are numerous Ameriprise accounts.
 - ii. Carmen is awarded the total sum of \$140,000.00 as and for her share of the collective accounts, to be effectuated as follows:
 - 1. The entirety of this sum awarded to Carmen shall be taken out of the "Tax Qualified Kursten Jonn Gerth IRA" account.
 - 2. No transfers, withdrawals or loans shall be made or taken from the "Tax Qualified Kursten Jonn Gerth IRA" account until the QDRO is implemented or the transfer to Carmen is completed.
 - 3. Any order/(Q)DRO and/or other form(s) required in order to effectuate the award to Carmen shall be prepared by Rori Hendrix, with the parties to share equally the preparation costs. The parties shall cooperate in order to provide to Rori any requested documents and information (including but not limited to statements) needed in conjunction with preparation, and shall also complete and sign any form(s) and/or other document(s) required in order to complete division of the account. Any division order and/or form(s)/document(s) shall be subject to both party's review and approval prior to being filed with the Court. The parties shall

share equally any fees charged by the plan in connection with implementation of division of the account.

4. After implementation of the QDRO or completion of the transfer to Carmen, the remaining balance of the "Tax Qualified Kursten Jonn Gerth IRA" account is awarded to Kurt as his sole and separate property free and clear of any claim or interest of Carmen.

iii. Kurt is awarded the entirety of all of the Ameriprise retirement accounts, other than the "Tax Qualified Kursten Jonn Gerth IRA" account as his sole and separate property free and clear of any claim or interest of Carmen.

9. The financial institution accounts shall be handled as follows:

a. The joint MACU checking, savings, money market and CD accounts (#9590) and checking and savings accounts (#6386) shall be closed, with the parties to divide equally the funds in these accounts. The parties shall cooperate in order to complete and sign any forms necessary to close the accounts, which shall be completed within 30 days of the date of this order. Neither party shall make any withdrawals, transfers or debits of any kind from the accounts.

b. Each party is awarded all financial institution accounts in their own names, together with all funds therein as their sole and separate property free and clear of any claim or interest of the other party.

10. Taxes shall be handled as follows:

a. All state and federal tax returns for 2024 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.

b. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt. In addition, Kurt shall be solely responsible for any and all tax liabilities relating to his business, should any tax issue relating to the business arise in the future in connection with a joint tax return.

c. Commencing with the 2025 calendar tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

11. Business interests of the parties shall be handled as follows:

a. Kurt is awarded the business "Gerth & Associates, LLC" as his sole and separate property free and clear of any claim or interest of Carmen. Kurt is awarded the business, together with all business interests, assets, equipment, accounts and property; which are awarded to him subject to any debt, liability and encumbrance thereon, which he shall hold Carmen harmless from.

b. Carmen is awarded the business “The Flowers Place, LLC” as her sole and separate property free and clear of any claim or interest of Kurt. Carmen is awarded the business, together with all business interests, assets, equipment, accounts and property; which are awarded to her subject to any debt, liability and encumbrance thereon, which she shall hold Kurt harmless from.

12. Kurt shall continue to be covered under Carmen’s health insurance coverage until entry of the decree of divorce. Once the decree is entered, Kurt shall be removed from the policy and is responsible for his own health insurance coverage at his sole cost.

13. Each party is solely responsible for their own automobile/insurance coverage and associated premiums on the vehicles awarded to them at their own cost. The existing joint auto insurance policy shall be segregated as necessary and transferred to the appropriate party. The parties shall cooperate in order to complete and sign any forms necessary to effectuate this provision, which shall be completed within 30 days of the date of this order.

14. There are no whole life insurance policies with any cash value. Each party is awarded all term life insurance policies owned by them, in their names, and/or issued/provided through their own employer and/or employment; with each party under an affirmative duty to change their beneficiary designations accordingly.

15. Commencing the first full month after the real property identified at Paragraph 3 above sells, Kurt shall pay alimony to Carmen in the sum of \$250.00 per month, to be paid until Kurt is approved for social security, at which time, upon verification of his approval, alimony shall terminate. Alimony shall be paid in one payment per month,

on or before the first of each month. Alimony shall terminate earlier than the term set forth herein upon the death of either party, or upon Carmen's re-marriage or co-habitation; whichever should first occur.

16. At her sole option and election, Carmen may be restored to her maiden surname of "Lopez".

17. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party). Any and all communication between the parties shall be civil. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

18. The parties shall each pay their own attorney fees and costs incurred in this matter.

19. The pretrial currently scheduled for 11/10/26 shall be stricken.

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

[SIGNATURE OF COURT TO APPEAR AT THE TOP OF PAGE ONE]

APPROVED AS TO FORM

/S/Keith Johnson

Keith Johnson

Attorney for Respondent

Signed electronically with permission

By Jacob K. Cowdin on 9.18.26

NOTICE

Please take notice that pursuant to Rule 7, of the Utah Rules of Civil Procedure, a copy of the foregoing document has been served to you in accordance with the Certificate of Service served concurrently herewith. This Document will be signed and entered by the Court unless objected to within seven days from the date on the Certificate of Service. Any objections must be filed prior to that time and served upon counsel.

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of September 2026, I caused to be served a true and correct copy of the foregoing via email to the following:

Keith Johnson
Attorney for Respondent

/S/Loyola D. Padilla
Paralegal