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

In the Matter of the Marriage of:	DECREE OF DIVORCE
SCOTT B. SIMMONS, Petitioner,	
and	
DEBRA J. SIMMONS, Respondent.	Case No. 264904429 Judge: LAURA SCOTT

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation and Property Settlement Agreement*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Scott B Simmons is awarded a Decree of Divorce from Debra J Simmons on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

**DEBTS AND
OBLIGATIONS**

1. During the course of the marriage, the parties acquired certain debts and obligations. The Debts should be divided as detailed below. Each party should be ordered to pay the debt(s) in their own name and hold the other party harmless therefrom. If any joint debts are discovered, then the party who incurred the debt should be responsible and liable

for it.

Debt	Approximate Balance	Responsible Party
Mortgage	\$102,301.07	SCOTT SIMMONS

2. Each party should assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, student loans, utility bills) incurred by that party after separation.

3. Pursuant to Utah Code 81-4-406(4), the parties should notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

PERSONAL PROPERTY

4. **Personal Property:** During the course of the marriage relationship, the parties acquired certain items of personal property which have already been divided.

5. **Secured Debt:** Each party being awarded property should also be responsible for the debt associated therewith.

6. **Accounts:** The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The value of those accounts should be verified as to the value at the date of the separation and the parties should equally divide all values. The parties should work together to divide the existing bank accounts and cooperate to remove each other's names from joint accounts. The parties should be awarded the accounts in their own name as their separate property, free and clear of any claim by the other party.

7. **Personal Belongings:** Each party should be awarded their own personal

belongings as they have already been divided.

RETIREMENT ASSETS

8. During the course of the marriage, both parties have acquired pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans. The retirement assets accrued during the marriage and to the date of August 1, 2026, should be divided and awarded as follows:

Account	Approximate Balance	Awarded To
SCOTT B. SIMMONS 401K (John Hancock Retirement Account)	\$137,741.48	½ to each party
DEBRA J. SIMMONS 401K (Guideline Retirement Account)	\$2,809.62	100% to Debra Simmons
DEBRA J. SIMMONS 401K (Capital Group – American Accounts)	\$1,749.6	100% to Debra Simmons
DEBRA J. SIMMONS IRA (Empower Account)	\$87,082.14	100% to Debra Simmons

9. A Qualified Domestic Relations Order or Domestic Relations Order should be issued as needed with the costs for such order being paid by SCOTT B. SIMMONS. (QRDO amount will be \$68,870.74). The individual whose name the retirement account is associated with should be responsible for preparing any and all paperwork and forms required to divide said account, and should do so within 90 days of entry of the Decree of Divorce in this matter.

REAL PROPERTY

10. During the marriage, the parties have acquired an interest in real property, commonly known as 7233 South Brittany Park Ave. West Jordan Utah 84084.

11. It is reasonable, necessary and proper that SCOTT B. SIMMONS, be awarded

the temporary and permanent exclusive use and possession of said real property and all right, title, and interest in said real property (including any reserve account) subject to assuming the mortgage obligation owing on the property, as well as the taxes and insurance associated with the property.

12. SCOTT B. SIMMONS will buy out DEBRA J. SIMMONS equity in the marital residence within 30 days of entry of the Decree of Divorce. The current market value of the home is \$360,000.00 determined by the tax notice as agreed by the parties. The current mortgage on the home is \$102,301.07. The equity in the home is \$257,698.93. Each party is entitled to ½ of the equity which is \$128,849.47. SCOTT B. SIMMONS will buy out DEBRA J. SIMMONS equity by delivering to her \$50,000 cash, forfeiting the interest he has in her retirement accounts. (\$45,820.68) and giving her a lien for the remainder (\$33,029). DEBRA J. SIMMONS shall be entitled to a lien on the home in the amount \$33,029 which represents balance of her share of the equity in the home. (See paragraph 22 below).

13. DEBRA J. SIMMONS should be ordered to quitclaim said property to SCOTT B. SIMMONS. In the event that DEBRA J. SIMMONS fails to execute a Quit-Claim Deed in favor of SCOTT B. SIMMONS, SCOTT B. SIMMONS may seek an order of the court transferring title of the real property to him, pursuant to Rule 70 of the Utah Rules of Civil Procedure. Upon quitclaim transfer, SCOTT B. SIMMONS should hold DEBRA J. SIMMONS harmless on any and all obligations associated with the home.

14. It is reasonable, necessary and proper that SCOTT B. SIMMONS be awarded the temporary and permanent exclusive use and possession of said real property and all right, title, and interest in said real property (including any reserve account) subject to assuming the

mortgage obligation owing on the property, as well as the taxes and insurance associated with the property.

15. DEBRA J. SIMMONS should be awarded a non-interest-bearing equitable lien in an amount equal to one-half of the equity of the current mortgage value listed on the tax notice, less \$50,000.00, less \$45820.68, which lien is payable upon the following events: Sale of the property. There is no deadline for SCOTT B. SIMMONS to sell the home.

16. The amount of equitable lien should be established by the parties agreed upon value of the house, less the mortgage owing, less \$50,000 cash paid to DEBRA J. SIMMONS, less ½ of DEBRA J. SIMMONS 401K.

Market Value of the Home	\$360,000.00
Mortgage Due on the Home	<u>\$102,301.93</u>
Current Equity in the Home	\$257,698.93
½ of the Current Equity of the Home	\$128,849.47
50,000 Cash Paid to Debra	-\$50,000.00
½ the Value of Guideline Retirement Acct	-\$1,404.81
½ the Value of Capital Group American Acct	-\$874.80
½ the Value of Empower Acct	<u>-\$43,820.68</u>
Amount of Lien Debra is entitled to	\$33,029.00

MISCELLANEOUS

17. **Delivery of Documents and Duty to Sign Documents:** Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court. Should a party fail to execute a document within **90 days** of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may 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.

18. Interpretation/Applicability: This document should be governed by Utah law in all respects. Any references to Utah statute herein should mean the Utah Code in effect as of the date of entry of the final order.

19. Severability: If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it should not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

20. The court should grant such other and further relief as it may deem just and appropriate in this matter.

WHEREFORE, SCOTT B. SIMMONS prays that a Decree of Divorce be granted pursuant to the terms set forth in this Petition.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact, the court now concludes as follows:

1. That this court has jurisdiction over the subject matter of this action and the parties to this action.
2. That Scott B Simmons is entitled to a Decree of Divorce and that such should become final upon its entry as provided by law.
3. That the provisions settling all issues in this action, as set forth in the Findings of Fact, are equitable and should be incorporated into the Decree of Divorce.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/Debra J Simmons, with permission

Debra J Simmons, *pro se*

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

DEBRA J SIMMONS: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by Scott B Simmons' counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of September, 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Debra J Simmons, *pro se*
jilleriis@gmail.com

/s/ Alyssa Bragais
Alyssa Bragais
Paralegal for Laura Fuller