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*Petitioner Attorney*

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

IN THE MATTER OF THE MARRIAGE  
OF

MARCELLA CATHERINE KENDALL,

Petitioner,  
&

ROBERT MORONI KENDALL, JR.,

Respondent.

**DECREE OF DIVORCE**

Case No. 264903888

Judge Robert P Faust

Commissioner Russell Y Minas

Petitioner, Marcella Kendall ("Marcie") through her attorney, Amy L Livingston, and Respondent, Robert Kendall ("Rob"), through his attorney, Eric Johnson, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on 24 September 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

**ORDERS, ADJUDGES, AND DECREES**

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

### **PROVISIONS REGARDING JURISDICTION**

2. Petitioner is a bona fide resident of Salt Lake County, State of Utah, and has been for three months immediately prior to the filing of this action.

3. Parties resided in the marital relationship in the State of Utah, or the acts complained of by Petitioner were committed by Respondent in the State of Utah; and, therefore, the Court has long-arm jurisdiction over Respondent pursuant to Utah Code, Section 78B-3-205.

4. Petitioner and Respondent were married on July 24, 1999 in Salt Lake City, Utah.

### **PROVISION REGARDING VENUE**

5. Venue is proper in this county according to Utah Code, Section 78B-3a-201 because the cause of action arose in this county.

### **PROVISION REGARDING GROUNDS**

6. During the course of the marriage, Parties have experienced difficulties that cannot be reconciled that have prevented Parties from pursuing a viable marriage relationship; therefore, a divorce shall be granted on the grounds of irreconcilable differences.

### **PROVISIONS REGARDING PARTIES' CHILDREN**

7. There are no minor children born as issue of this marriage.

### **PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS**

8. Parties shall abide by the following mutual restraining orders:
  - A. Parties shall not harass or threaten each other.
  - B. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations.

### **PROVISIONS REGARDING TAXES**

9. Parties shall consult their CPA concerning the filing alternatives available to them and if both parties agree, use the filing status they determine to be mutually advantageous. Any resulting tax liability, refund, deduction, credit or other tax consequence shall be allocated equitably.
  - A. Parties owe approximately \$33,000.00 in tax debt. The debt shall be split equally. Upon the sale of the Granbury house, Marcie's half of the debt will come from her portion of the equity, and Rob will pay the IRS debt via certified check when the house sells.

### **PROVISIONS REGARDING DEBTS AND OBLIGATIONS**

10. During the course of the marriage, Parties acquired certain debts and obligations. These debts shall be divided, as follows:

| DESCRIPTION              | APPROXIMATE AMOUNT | RESPONSIBLE PARTY: |
|--------------------------|--------------------|--------------------|
| Car Loan Lexus Financial | \$70,000.00        | Robert             |

A. If there are any other debts, the debt shall be the responsibility of Party incurring the debt.

B. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

C. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.

D. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

E. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

**PROVISIONS REGARDING PERSONAL PROPERTY**

11. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:

A. Parties shall be awarded vehicles as follows: (1) Marcie shall be awarded the Tesla 3 and (2) Rob shall be awarded the Lexus SUV. Each Party shall be responsible for all remaining payments due on the vehicle in their possession. Each Party shall remove other Party's name from the vehicle insurance policy as soon as practicable. Each Party shall remove other Party's name from the vehicle's title as soon as practicable. Each Party shall refinance the vehicle into his or her own name within sixty days of the entry of the Decree of Divorce. If Party is unable to refinance the vehicle within sixty days, then the vehicle shall be immediately placed for sale.

B. Rob shall pay Marcie \$100,000.00 for her portion of the gold and silver collections and Rob will retain the physical collection.

C. Parties shall be awarded half of the value of any joint bank accounts on the date of the separation. Parties shall be awarded the bank accounts in their own name.

D. Each Party shall be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

E. Parties shall duplicate any desired family pictures and videos, so each Party has a copy. Parties shall share the costs of duplication equally.

F. The remaining personal property shall be divided as Parties agree. If Parties cannot agree to a personal property division, Parties shall attend mediation.

### **PROVISIONS REGARDING REAL PROPERTY**

12. During the course of the marriage, Parties acquired real property located at 6947 Granbury Dr, South Jordan, Utah 84009, legal description: Lot 174 Daybreak Village 12 A Plat 1 AMD 11455-0840. The real property shall be listed for sale immediately, and Marcie shall retain the equity after all obligations and debts associated with the real property have been paid. Marcie shall be awarded sole possession and control of the home until it is sold. Rob shall continue paying all mortgage and other financial obligations regarding the real property until the sale of the home.

13. During the course of the marriage, Parties acquired real property located at 11056 Lake Run Road, South Jordan, Utah 84009, legal description: Lot 488, Daybreak South Station Multi Family #6, 11369-9516 11431-5911. The real property shall be listed for sale immediately, and Marcie shall retain the equity after all obligations and debts associated with the real property have been paid. Marcie shall be awarded sole possession and control of the home until it is sold. Rob shall continue paying all

mortgage and other financial obligations regarding the real property until the sale of the home.

#### **PROVISIONS REGARDING ALIMONY**

14. Neither party shall be awarded alimony.

#### **PROVISIONS REGARDING PENSION AND RELATED ASSETS**

15. Parties have acquired interest in defined contribution plans or defined benefit plans. In lieu of alimony payments, Marcie shall retain all retirement accounts in her name. The Northside Capital Investment Account shall be divided such that Marcie receives \$200,000.00 and Rob receives the remainder.

#### **PROVISIONS REGARDING MISCELLANEA**

##### **I. ATTORNEY'S FEES.**

16. Each Party shall be Ordered to assume his or her own costs and attorney's fees incurred in prosecuting this action

##### **II. OTHER.**

17. Marcie shall be restored to the use of her former name of Marcella Catherine Coutts, if she so chooses.

18. Each Party shall be Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s/ Robert Kendall  
Robert M Kendall (signed with permission)  
*Respondent pro se*

**CERTIFICATE OF SERVICE**

I hereby certify that on 22 September, 2026 I caused to be served a true and correct copy of the foregoing by email to the following:

Robert Kendall  
hawkeyeconst@yahoo.com  
Respondent pro se

/s/ Amy Livingston  
\_\_\_\_\_  
Amy Livingston  
*Petitioner's Attorney*