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Petitioner

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

In the Matter of the Marriage of:

STEVEN ARTHUR HILL,

Petitioner,

and

SHAWN KELLY HILL,

Respondent.

DECREE OF DIVORCE

Case Number: 264901601

Judge: Kara Pettit

Commissioner: Joanna Sagers

THIS MATTER comes before the Court on Petitioner's Verified Complaint for Divorce. The parties, having reached a written Stipulation and Settlement Agreement, the same having been received and approved by the Court; the Court, having previously entered its Findings of Fact and Conclusions of Law, and for good cause otherwise appearing:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED

Petitioner is hereby awarded a Decree of Divorce from Respondent, said Decree to become final upon its being signed by the Court and entered in the Office of the Third Judicial District Court Clerk.

STIPULATION

1. **Residence.** The parties are residents of Salt Lake County, State of Utah, and have been for at least three (3) months immediately prior to the commencement of this action.
2. **Marriage Information.** Steven and Shawn were married on May 12, 1990, and are currently married.
3. **Grounds for Divorce.** During the course of this marriage, the parties have experienced irreconcilable differences, making continuation of the marriage relationship impossible. A Decree of Divorce shall be entered, dissolving the bonds of matrimony.
4. **General Jurisdiction.** This Court has general jurisdiction over this matter, pursuant to Utah Code §78A-5-102(1).
5. **Personal Jurisdiction.** This Court has personal jurisdiction over the parties, pursuant to Utah Code §78B-3-205 and Utah Code §78B-15-604.
6. **Venue.** Venue is proper in this Court, pursuant to Utah Code §78B-15-605.
7. **Minor Children.** The parties do not have any minor children and none are expected.

INSURANCE

8. **Medical Insurance.** The parties shall be responsible for their own medical insurance upon entry of the Decree of Divorce herein.
9. **Life Insurance.** During the marriage, the parties acquired a whole life insurance policy with Everlake Life Insurance (policy #9842) on Steven's life with a death

benefit of \$50,000 and a cash value of \$1,912. Steven is awarded the life insurance policy, including the cash value, free and clear of any claim by Shawn.

ALIMONY

10. Steven shall pay Shawn alimony in the amount of \$1,750 per month, commencing August 1, 2026. The alimony is due one-half on the 5th and one-half on the 20th of each month. Steven's obligation to pay Shawn alimony shall automatically terminate upon the first to occur of the following: (i) the death of either party; (ii) Shawn's remarriage; (iii) Shawn's cohabitation, as defined under Utah law; or (iv) Steven attaining the age of sixty-seven (67) or retiring from employment, whichever occurs later.

ASSETS

11. **Business Interest.** Each party is awarded, as his or her sole and separate property, any and all right, title, and interest in any business, corporation, limited liability company, partnership, sole proprietorship, or other business entity that is titled in, owned by, or operated under that party's name. Each party shall be solely responsible for all assets, liabilities, obligations, and expenses associated with such business interests, holding the other harmless therefrom.
12. **Marital Home.** The marital home has been sold. Each party has previously received an advance distribution of \$25,000 from the sale proceeds. The remaining net sale proceeds, in the amount of \$266,264.54, are currently being held in escrow by the title company. The parties shall cooperate in executing any documents and taking any actions reasonably necessary to authorize the release of the escrowed funds. Upon receipt of the parties' executed instructions, the

title company shall disburse the remaining escrowed proceeds by paying one-half of the remaining net sale proceeds directly to Steven and one-half of the remaining net sale proceeds directly to Shawn.

13. **Vehicles.** The parties acquired vehicles during the marriage, which shall be awarded as follows:

<i>Vehicle Description</i>	<i>Awarded to:</i>
2014 Volkswagen Passat	Steven
2010 Ford F-150	Shawn
2008 Circle J Outback Horse Trailer	Shawn
Flatbed Trailer	Steven

- a. The parties shall sign over the title to any vehicles awarded to the other within thirty (30) days of signing this Stipulation. The parties will also give the other any keys, or key fobs for those vehicles within the same thirty (30) days. Each party shall be responsible for making sure that any vehicle awarded to them is properly registered in their own name after the transfer.
- b. Each party shall be solely responsible for any debts, liabilities, and auto insurance related to the vehicles awarded to them and shall hold the other party harmless therefrom.
- c. Steven waives any claim to funds received by Shawn for the sale of the 2011 Forest River Salem Series trailer.
14. **Personal Property.** The parties acquired personal property during the marriage. Each party is awarded the personal property which is now in their individual possession or under their individual control, except as otherwise indicated within this Stipulation.

15. **Bank Accounts.** Each party shall be exclusively awarded any and all bank accounts held solely in his/her name, free and clear from any claim by the other party. If any joint bank accounts remain open, the parties shall cooperate in closing the accounts within thirty (30) days of the signing of this Stipulation and shall equally divide the remaining balance in the accounts.
16. **Health Savings Account.** Steven is awarded his MotivHealth HSA account with an approximate balance of \$3,694, free and clear of any claim by Shawn.
17. **Retirement Accounts.** The parties acquired retirement accounts during the marriage, which shall be awarded as follows:

<i>Financial Institution</i>	<i>Approx. Balance</i>	<i>Awarded to</i>
Vanguard 401(k) Retirement Account	\$3,503	See subparagraphs (a) – (f) below
HCA Healthcare 401(k) Retirement Plan	\$397,109	See subparagraphs (a) – (f) below
Voya Deferred Compensation Plan	\$18,866	See subparagraphs (a) – (f) below
Empower Mountain View Staging 401(k) Retirement	\$94,013	See subparagraphs (a) – (f) below
Fidelity Brokerage Services IRA	\$26,705	See subparagraphs (a) – (f) below

- a. The retirement accounts shall be equally divided as of the date the Decree of Divorce is entered, including gains or losses on each party's awarded portion, through the date the division of the accounts occurs.
- b. Neither party shall borrow against or withdraw from the retirement accounts prior to the division of the accounts.

- c. For the retirement accounts that require a Qualified Domestic Relations Order (QDRO), the parties agree to have attorney Rori Hendrix prepare the Qualified Domestic Relations Orders (QDROs) needed for the division of the retirement accounts.
- d. The parties will equally share the costs associated with the preparation of the QDROs.
- e. In an effort to save money, the parties agree to reduce the number of QDROs to be prepared, if possible, so long as the retirement funds are equally divided.
- f. The parties shall mutually cooperate in releasing the necessary information for the preparation of the QDROs.

TAXES

18. The parties have not filed their federal and state income tax returns for the 2021, 2022, 2023, and 2024 tax years. The parties shall cooperate in the preparation and filing of joint federal and state income tax returns for these tax years within sixty (60) days of the signing of this Stipulation. Any taxes due for the 2021 through 2024 tax years shall be paid equally by the parties, and any federal or state tax refunds shall be divided equally between the parties.

DEBTS

19. The parties acquired debts during the marriage. Each party will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Acct. #</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Citibank Credit Card	****4115	Balance	Shawn
CVCU Visa Credit Card	****0549	Balance	Shawn

Citibank Credit Card	****8539	Balance	Steven
Citibank Credit Card	****4934	Balance	Steven
American Express Credit Card	****42007	Balance	Steven
Federal Student Aid Student Loans (the parties' children's student loans)	-	\$90,972	See subparagraph (a) below

- a. **Student Loan Debt.** Steven is a co-signer on the parties' children's student loan debt, which has an approximate outstanding balance of \$90,972 and is currently in default. Shawn agrees to contribute \$273 per month toward this obligation until the student loan debt has been paid in full, discharged, or otherwise resolved. Shawn shall pay Steven \$273 on or before the 5th day of each month. Steven shall remit the payment to the loan servicer and shall be responsible for ensuring that the payment is made. Upon satisfaction, discharge, or other resolution of the student loan debt, Steven shall promptly notify Shawn that no further payments are required under this provision. Steven shall provide Shawn with a quarterly accounting showing the payments made and the current status of the loan.
- b. **Joint Accounts.** Neither party will incur any additional liability on joint credit cards or any joint accounts.
- c. **Other Debts.** Any and all other debts and obligations shall be the sole and exclusive responsibility of the party who incurred the particular debt.
- d. **Creditors.** The parties understand that for joint debts, upon the entering of the Decree of Divorce, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

- e. **Notification to Creditors.** For any joint debts, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.
- f. **Delinquency in Payments.** If either party is obligated on a joint debt, the payment of that debt must remain current. A party who makes payment on a delinquent debt in order to protect his/her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.
- g. **Cell Phone.** Shawn shall remove her cell phone from Steven's cell phone plan within sixty (60) days of the signing of this Stipulation and shall be solely responsible for establishing and maintaining her own cell phone service thereafter. The parties shall cooperate in taking any actions reasonably necessary to effectuate the transfer or removal of Shawn's phone line from Steven's account.
- h. **Utilities.** Each party will timely ensure their utilities are in their own name and shall remove any automatic payments for their utilities from the other party's credit card or bank accounts.

MISCELLANEOUS

- 20. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the terms of this Stipulation.

21. **Asset Division/Financial Claims.** This Stipulation resolves the asset division and all financial claims either party has against the other through the date of the signing of this Stipulation.
22. **Mutual Restraining Order.** Both parties are mutually restrained from annoying, stalking, harming, harassing, or threatening the other party. The parties shall not enter the residence of the other party without permission from that party. Each party is restrained from posting any stories, pictures, or statements about the other party on any social media sites. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his/her best efforts to prevent third parties from such violations.
23. **Former Name.** An order should enter restoring Shawn to her former name of Shawn Kelly McElroy, should she so desire.
24. **Identity.** 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.
25. **Execution of Final Documents.** The parties agree that a final Decree of Divorce may be entered reflecting the terms of this Stipulation. Both parties shall sign and fully execute the final documents that are necessary to implement the provisions of the Decree of Divorce.
26. **Final Stipulation.** This Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of this

Stipulation shall have any force or effect. Steven and Shawn are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. Steven and Shawn are satisfied that the Stipulation is fair and reasonable. There are no questions Steven and Shawn have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this Stipulation.

27. **Full Disclosure.** Each party warrants to the other that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury and may allow a party to bring a claim regarding any undisclosed asset. The property referred to in this Stipulation represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.
28. **Attorney Fees and Costs.** Each party shall assume and pay his/her own costs and attorney fees incurred in this action.

[THIS DOCUMENT CONCLUDES HERE; COURT SIGNATURE TO FOLLOW.]

9/28/26

Date

Signature

Judge


Kara Pettit

Approved as to form and content the 11th day of August 2026.

/s/ Kimberly Read*

Kimberly Read

Attorney for Respondent

*electronically signed by Alexis Whelan with emailed permission from Kimberly Read dated August 11, 2026.

CERTIFICATE OF DELIVERY

I hereby certify that on the 6th day of August 2026, I delivered true and correct
copy(s) of the foregoing **DECREE OF DIVORCE** to the following party(s) via email:

Kimberly Read (19995)
McConkie Hales & Jones
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Salt Lake City, UT 84107
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Attorney for Respondent