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Attorney - Mediator
Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct

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

In the matter of the marriage of CRYSTAL KLUGE, Petitioner, and CHRISTOPHER KLUGE, Respondent.	DECREE OF DIVORCE Case No. 264904387 Judge: Kristine Johnson Commissioner: Michelle Blomquist
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The Petitioner, CRYSTAL KLUGE, and the Respondent, CHRISTOPHER KLUGE, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

PERSONAL PROPERTY

1. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.
2. During the course of the marriage, the parties acquired certain items of personal property. Said personal property shall be divided among the parties in a fair and equitable fashion as agreed upon by the parties.
3. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

VEHICLES

4. During the course of the marriage, the parties acquired vehicles. Said vehicles shall be divided as follows:

Vehicle	Awarded to Petitioner	Awarded to Respondent	Other
2022 Ford Mustang		X	Respondent shall be responsible for the loan against this vehicle.
2017 Ford Explorer	X		Petitioner shall be responsible for the loan against this vehicle.

5. Each party shall be responsible for the debts and liabilities related to their separate vehicles and shall hold the other party harmless from any liability associated therewith. The parties shall take all necessary steps to transfer the vehicles into their own names within thirty (30) days of the date of entry of the Decree of Divorce.

REAL PROPERTY

6. During the course of the marriage, the parties acquired certain parcels of real property.

7. The real property located at 2093 E. 9510 S., Sandy, Utah 84092 ("the marital residence") shall be listed for sale no later than August 1, 2026, with a licensed real estate agent mutually selected by the parties. The parties shall cooperate in good faith to complete the sale of the marital residence, including executing all documents reasonably necessary to facilitate the sale.

8. The parties shall follow the reasonable recommendations of the listing agent regarding the listing price, price reductions, marketing, showings, offers, negotiations, and all other matters related to the sale of the marital residence. In the event the parties disagree regarding any aspect of the sale, they shall defer to the reasonable recommendation of the listing agent.

9. Upon closing, the net sale proceeds, after payment of all mortgages, liens, customary closing costs, commissions, and other costs associated with the sale, shall be divided equally between the parties.

10. Within fourteen (14) days after Respondent receives his share of the net sale proceeds, Respondent shall pay to Petitioner a total of \$245,000, based on the following sums:

- a. \$100,000.00 as a lump-sum alimony buyout as further detailed below;
- b. \$100,000 as a lump-sum payout for any interest in Respondent's business, Lolo, as further detailed below;
- c. \$20,000.00 for the vehicle expense allocation; and
- d. \$5,000.00 as reimbursement for the agreed-upon surgery expense.

11. Additionally, within fourteen (14) days after Respondent receives his share of the net sale proceeds, Respondent shall pay the full balance of the credit card debt and tax debt allocated to Respondent as further detailed below. Said payments shall be made directly to the corresponding debtors.

BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,
INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS
INTERESTS

12. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

13. All of these accounts or assets shall be divided as follows as of the date of entry of the Decree of Divorce unless specified otherwise:

Account Description	Petitioner will Receive	Respondent will Receive	Other
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Bank accounts in Petitioner's name	100%		*See below
Bank accounts in Respondent's name		100%	*See below
Respondent's Charles Schwab ROTH IRA account ending 1098	\$20,000	Remainder of current value.	Parties shall initiate the transfer process within fourteen (14) days of the date of entry of the Decree of Divorce.
Petitioner's Charles Schwab Designated Beneficiary account ending 482		100%	

14. *Until the marital residence is sold and the sale has closed, Petitioner shall be authorized to access Respondent's checking account for the limited purpose of paying household expenses, distributing funds as necessary to maintain the parties' financial obligations, and managing the parties' ordinary financial affairs consistent with the parties' historical practice. Upon the closing of the sale of the marital residence, Petitioner's authority to access Respondent's checking account pursuant to this provision shall immediately terminate unless otherwise agreed to in writing by the parties.

15. Lolo Business:

a. Respondent represents that he owns a five percent (5%) ownership interest in Lolo, LLC. As part of the division of the marital estate, Petitioner is awarded a one-time lump-sum buyout of \$100,000.00 in exchange for any claim to Respondent's ownership interest in Lolo. Said payment shall be made from Respondent's share of the net proceeds from the sale of the marital residence, as provided elsewhere in this Decree. The title company is authorized and directed to

disburse the lump-sum business buyout payment directly to Petitioner from Respondent's share of the net sale proceeds at closing.

16. If necessary, a Qualified Domestic Relation Order (QDRO) or Domestic Relations Order (DRO) shall be prepared to divide these accounts. Any fees associated with the above orders shall be split evenly between the parties.

DEBTS AND OBLIGATIONS

17. During the course of the marriage the parties incurred certain marital debt; this debt shall be divided as set forth below.

Debt Description	Petitioner's Responsibility	Respondent's Responsibility	Other
Apple Mastercard ending 3506; Costco Citi Visa ending 8324; Blue AMEX ending 1003; Gold AMEX ending 1003; Discover card ending 5860; Discover card ending 0358; Affirm account ending 1YZX; Synchrony account ending 5640; and Paypal account ending 8212		100%	Respondent shall pay these cards in full within fourteen (14) days of the date of receiving his share of the net proceeds from the sale of the home.
IRS tax debt with the State of Utah		100%	Respondent shall be solely responsible for, and shall timely pay in full, all outstanding federal income tax liabilities owed to the

			Internal Revenue Service and all outstanding state income tax liabilities owed to the Utah State Tax Commission. Respondent shall indemnify and hold Petitioner harmless from any liability, interest, penalties, collection costs, attorney fees, or other expenses arising from or related to such tax obligations. This debt shall be settled and paid in full within fourteen (14) days of the date of receiving his share of the net proceeds from the sale of the home.
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18. Until the closing of the sale of the marital residence, Respondent shall permit Petitioner to continue using the parties' joint credit card accounts for reasonable and necessary living expenses, including groceries, ordinary household expenses, and reasonable expenses incurred for the parties' adult children, consistent with the parties' historical pattern of use. Neither party shall incur extraordinary, excessive, or unnecessary charges on any joint credit account without the prior written consent of the other party.

19. Upon the closing of the sale of the marital residence, Petitioner's authority to use the joint credit card accounts pursuant to this provision shall immediately terminate unless otherwise agreed to in writing by the parties.

20. Within fourteen (14) days following the closing of the sale of the marital residence, Respondent shall remove Petitioner as an authorized user, joint account holder, or otherwise from the Apple Mastercard, Discover ending in 0358, Visa ending in 9641, and Costco Citi Visa ending in 8698 and 8324 credit card accounts so that Petitioner has no further liability or access to such accounts.

21. Within the same fourteen (14) day period, Petitioner shall remove Respondent as an authorized user, joint account holder, or otherwise from all American Express, Discover ending in 5860, Affirm, Synchrony, and PayPal credit card accounts on which Respondent is listed.

22. Each party shall cooperate in executing any documents or taking any actions reasonably necessary to effectuate the removal of the other party from the foregoing credit card accounts.

23. Pursuant to §81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

LIFE INSURANCE

24. Within fourteen (14) days of the date of entry of the Decree of Divorce, both parties will cancel any life insurance policy that he or she may carry on the other parties' life.

25. Pursuant to UCA §81-4-406 (3)(d), to the extent either party owns a life insurance policy or annuity contract, such party has reviewed and, where appropriate, updated the list of beneficiaries associated with said policy or contract. Each party affirms that the

individuals currently designated as beneficiaries are, in fact, the intended beneficiaries following the entry of the Decree of Divorce. Each party further acknowledges and understands that if no changes are made to the beneficiary designations, the individuals currently listed shall remain the beneficiaries and shall receive any funds disbursed by the insurance company or annuity provider pursuant to the terms of the respective policy or contract.

ALIMONY

26. Respondent shall pay to Petitioner a one-time lump-sum alimony award in the amount of \$100,000.00. Outside of this one-time lump-sum amount, Petitioner waives all right to modify this alimony award in the future or otherwise request additional alimony. Said payment shall be made from Respondent's share of the net proceeds from the sale of the marital residence, as provided elsewhere in this Decree. The title company is authorized and directed to disburse the lump-sum alimony payment directly to Petitioner from Respondent's share of the net sale proceeds at closing.

TAX RETURN

27. If the parties' Decree of Divorce has not been entered on or before December 31, 2026, the parties shall file their 2026 federal and state income tax returns using the filing status of Married Filing Separately, unless otherwise mutually agreed in writing.

ATTORNEY'S FEES

28. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

29. Respondent shall continue to maintain the parties' adult children on his health insurance, automobile insurance, and cellular telephone plans for so long as such coverage is available and permitted under the applicable policies or service agreements. Respondent shall also remain solely responsible for payment of the parties' adult children's orthodontic expenses.

30. Respondent shall be entitled to claim the parties' adult children as dependents for federal and state income tax purposes for so long as he is legally eligible to do so under applicable tax law.

31. Both parties shall be mutually restrained from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

32. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

33. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement 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.

34. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached between the parties. The final documents were prepared as a service to both parties and shall not be interpreted against either as the “drafting party.”

35. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court 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.

36. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

37. Petitioner may be restored to her maiden name of Crystal Paola if she so desires.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT’S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM dated September 13, 2026

*E-signed by Wade Taylor
with permission of Crystal Kluge*

/s/ Crystal Kluge

CRYSTAL KLUGE

Petitioner

APPROVED AS TO FORM dated September 14, 2026

*E-signed by Wade Taylor
with permission of Christopher Kluge*

/s/ Christopher Kluge

CHRISTOPHER KLUGE
Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 12th day of September 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

VIA E-MAIL:

CRYSTAL KLUGE
Petitioner
Email: crystal.kluge@icloud.com

CHRISTOPHER KLUGE
Respondent
Email: chris.kluge@gmail.com

LAW OFFICES OF WADE TAYLOR
/s/ Wade Taylor

WADE TAYLOR
Attorney