The Order of the Court is stated below:
Dated: November 19, 2026 11:55:00 AM **/s/** L DOUGLAS HOGAN
District Court Judge

Mark R. LaRocco (12148)
INTERMOUNTAIN LEGAL, P.C.
2159 South 700 East, Suite 240
Salt Lake City, Utah 84106
Telephone: (801) 970-2800
Facsimile: (801) 951-4901
Email: mlarocco@intermountainlegal.net
Please cc: jlin@intermountainlegal.net

Attorney for Darlene Smith

IN THE THIRD JUDICIAL DISTRICT COURT
TOOELE COUNTY, STATE OF UTAH, TOOELE DISTRICT

In the Matter of the Marriage of: KRISTOPHER SMITH, Petitioner, and DARLENE SMITH, Respondent.	**DECREE OF DIVORCE** Case No. 264300215 Judge L. Douglas Hogan Commissioner Renee Blocher

The Court, having entered its Findings of Fact and Conclusions of Law, now hereby ORDERS, ADJUDGES, and DECREES as follows:

DISSOLUTION OF MARRIAGE AND GROUNDS

1. The parties are hereby awarded a Decree of Divorce due to irreconcilable differences, forever dissolving the bonds of matrimony heretofore existing between them, to become final upon signature and entry.

REAL PROPERTY

2. The parties acquired an interest in real property during the marriage located at 1075 W. Sagewood Dr., Stansbury Park, UT 84074 ("Marital Home").

3. The Marital Home shall be listed for sale with a licensed real estate agent mutually agreed-upon by the parties.

4. In the event that there are positive net sale proceeds from the sale of the Marital Home, the positive net sale proceeds, defined as the gross sale price less mortgage payoff(s), customary closing costs, and agreed-upon sale-related expenses, shall be divided equally between the parties.

5. However, the parties understand that it is likely that the remaining mortgage balance exceeds the value of the home.

6. In the event that the parties are unable to sell the home and obtain positive net sale proceeds, the parties shall seek through their lender to be approved for a short sale.

7. If the parties are unable to be approved for a short sale, then they shall bring cash to closing in order to pay off the lender to sell the home at a loss.

8. Whether the parties are approved for a short sale or a cash-to-closing sale or some other mechanism to sell the home on which the parties may agree, they shall each be one-half liable for all costs related to the sale of the home, including cleaning services (such as carpet), realtor costs, closing costs, and remaining mortgage balance payoff.

9. Darlene shall not be awarded or have any interest in the Louisiana property that Kristopher purchased with his cousin, and any interest that Kristopher has in this property shall remain with Kristopher, free and clear of any claim by Darlene.

VEHICLES

10. Darlene is hereby awarded the 2021 Toyota 4Runner free and clear of any claim from Kristopher, and Darlene shall be solely responsible for the insurance, registration, and any other costs and fees associated with that vehicle.

11. Kristopher is hereby awarded the 2014 Toyota Tundra and 2011 Forest River Lacrosse free and clear of any claim from Darlene, and Kristopher shall be solely responsible for the loan, insurance, registration, and any other costs and fees associated with these vehicles.

PERSONAL PROPERTY

12. The parties acquired various items of personal property during the course of the marriage.

13. Kristopher is hereby awarded all personal property currently in his possession.

14. Kristopher is hereby awarded his deer head, box of memorabilia, his keyboard, guitars, and recording equipment.

15. With the exception of the above, Darlene is hereby awarded all remaining items in her possession, including items at the parties' Utah storage unit.

16. If Kristopher desires any other items, he shall notify Darlene of this in writing with specific detail to identify the item, and she shall make her best efforts to find the items in the house or in the Utah storage unit.

17. For any item(s) awarded to Kristopher, he shall be financially responsible for picking up the item(s) or having the item(s) shipped to Kristopher.

18. If Kristopher intends to pick up any item(s) personally, he shall notify Darlene in advance.

19. Kristopher shall pick up any item(s) awarded to him within thirty (30) days. If he fails to pick up an item within thirty (30) days, then Darlene has discretion on what to do with the item.

20. Each party is hereby awarded any inheritance or gift property that was previously bequeathed or given to that party.

PETS

21. The dogs are hereby awarded to Darlene.

22. The parties shall cooperate to perform the following acts, if applicable:

a. Contacting the microchip company to update registration and contact information.

b. Updating the local county animal services license or registration.

c. Transferring the veterinary clinic account into Darlene's name.

23. The parties shall promptly fill out and provide any other paperwork necessary to ensure Darlene's ownership of and responsibility for the dogs.

FINANCIAL ACCOUNTS

24. The parties acquired various checking, savings, investment, retirement, pension, and other financial accounts during the course of the marriage, all of which shall be equitably divided in the full division of the marital estate as follows:

25. The following accounts are hereby divided in the following ways:

a. The remaining balance of $221.60 in the USAA Federal Savings Bank in the checking account, Account No. Ending in 1821, shall be split equally

between the parties, and the account shall be closed. This shall be done within three (3) days of both parties' signatures on the Stipulation.

b. The remaining balance of $23,040.86 in the USAA Federal Savings Bank in the savings account, Account No. Ending in 1392, shall be split equally between the parties, and the account shall be closed. This shall be done within three (3) days of both parties' signatures on the Stipulation.

c. The remaining balance in Kristopher's Crypto Account, which was approximately $5,291.22 on October 29, 2026, shall be split equally between the parties. Kristopher may choose to close the account or transfer one-half of the balance to Darlene and keep the remaining amount in his account. This shall be done within three (3) days of both parties' signatures on the Stipulation.

d. Kristopher L. Smith's Thrift Savings Plan (Uniformed Services) Account, Account No. 491870083 ("Kristopher's TSP Account"), shall be divided equally between the parties through a Retirement Benefits Court Order (RBCO), with the valuation date being the date of entry of the Decree of Divorce. As of July 27, 2026, the balance was approximately $155,633.12. The final amount awarded to Darlene Smith shall be adjusted for market gains and losses, so that each person receives 50% of the total balance in Kristopher's TSP Account at the time of distribution.

e. Kristopher Leon Smith's Charles Schwab Account, Account No. 8753-4942 ("Kristopher's Schwab Account"), shall be divided equally between the parties. As of October 29, 2026, the balance was approximately

$1,715.06. If Kristopher's Schwab Account is an employer-sponsored retirement plan like a Schwab 401(k) or pension, then the division shall occur through a Qualified Domestic Relations Order (QDRO), with the valuation date being the date of entry of the Decree of Divorce. If Kristopher's Schwab Account is a Traditional IRA or Roth IRA, then it may be transferred directly through a rollover incident to the divorce upon entry of the Decree of Divorce. The final amount awarded to Darlene Smith shall be adjusted for market gains and losses, so that each person receives 50% of the total balance in Kristopher's Schwab Account at the time of distribution.

f. Kristopher L Smith's Military Retirement Pay shall be divided pursuant to the Woodward formula, as follows: Darlene shall receive one-half or fifty percent (50%) multiplied by the total months of creditable military service during the marriage divided by the total months of creditable service at the time of the military retirement. Kristopher's gross Military Retirement Pay is subtracted by any statutory deductions, such as VA Waiver or VA Disability offset. This division shall occur through a Military Retired Pay Division Order (MRPDO) serviced through the Defense Finance and Accounting Service (DFAS). Darlene Smith shall receive payments directly from DFAS.

    i. Darlene Smith shall receive a proportionate share of all future Cost-of-Living Adjustments (COLAs) associated with her awarded

share of the pension, beginning from the date direct payments commence.

g. Kristopher verifies that he has not withdrawn, transferred, distributed, encumbered, or otherwise removed any funds from his TSP Account, his Schwab Account, or his Crypto Account since disclosure of the balance amounts in July and August 2026, and that he will not do so until the time through and including the division of the accounts through this Decree and subsequent necessary court orders.

h. The parties shall divide the cost of the RBCO, QDRO (Qualified Domestic Relations Order) and COAP (Court Order Acceptable for Processing) preparation equally and shall commence the process as soon as possible after entry of the Decree of Divorce, but no later than thirty (30) days following entry of the Decree of Divorce. Unless the parties mutually agree otherwise, the parties shall retain Rori Hendrix for this purpose.

i. Each party shall keep and be awarded all remaining accounts in their own names, free and clear of any claim by the other party.

BUSINESSES

26. Kristopher is hereby awarded Mad About Nothing Productions LLC, and any other business in his name, or which he has full or part ownership, free and clear of any claim by Darlene. Kristopher shall also be awarded all assets, inventories, accounts receivables, etc. related to any of his businesses, free and clear of any claim by Darlene. Kristopher shall also be responsible for any debts, liabilities, accounts payable, or any other obligations associated with any of his business, free and clear, indemnifying and holding Darlene harmless therefrom.

DEBTS AND OBLIGATIONS

27. The parties acquired various debts and obligations during the course of the marriage, which are hereby divided as follows:

a. Darlene shall be solely responsible for any debts in her name holding Kristopher harmless and indemnifying him therefrom.

    i. This includes, but is not limited to, the Capital One Credit Card, Account No. Ending in 5289.

b. Kristopher shall be solely responsible for any debts in his name holding Darlene harmless and indemnifying her therefrom.

    i. This includes, but is not limited to, the Furniture Row Synchrony Debt, Account No. Ending in 3333; Guitar Center Debt, Account No. Ending in 4287; and the Bass Pro Capital One Credit Card, Account No. Ending 0558.

c. The balance due from the parties' joint 2025 Tax Return was $7,357 owed to the IRS, $1,033 owed to Louisiana, and $3,267 owed to Utah, for a total of $11,657. Kristopher shall pay that entire balance of $11,657, indemnifying and holding Darlene harmless therefrom. To the extent that Darlene has made payments in order to protect their credit and prevent any future liens, Kristopher shall reimburse Darlene for those payments. As of August 27, 2026, Darlene has paid $5,389.78, and therefore Kristopher owes Darlene $5,389.78 for reimbursement[1]. This reimbursement shall occur within three (3) days of both parties' signatures on the Stipulation.

1 Darlene paid $497.48 to the IRS, $1,092.50 to the State of Louisiana, and $3,799.90 to the State of Utah.

d. The parties shall file their 2026 taxes separately, and thus, each party shall be awarded any 2026 tax refunds in his or her own name and each party shall be solely responsible for any 2026 tax liabilities or deficiencies in his or her own name.

28. Except as may be indicated above, if there are any joint debts in both parties' names, then the debt shall be the sole responsibility of the party who incurred the debt, indemnifying and holding the other party harmless therefrom.

29. Each party shall indemnify and hold the other party harmless from liability of any and all debts listed above.

30. Neither party shall incur any other debts, obligations or liabilities on the other party's credit or do anything for which the other party may be legally liable. Each party shall indemnify and hold the other harmless from loss and/or liability from the debts assigned herein, and their associated obligations or liabilities which may exist or come into existence in violation of the foregoing. Pursuant to Utah Code § 15-4-6.5, the parties shall provide a copy of the parties' Decree of Divorce to all creditors of the parties existing at the time of the entry of the decree of divorce.

31. If a party misses a loan payment on a property item that for which both parties are indebted, then (i) the other party may make a payment to protect his or her credit; (ii) the property item shall be immediately put up for sale; (iii) the net proceeds of the sale shall first be paid to the other party up to and including the amount(s) paid to protect his or her credit.

32. Neither party shall use the other's name, likeness, identity, or image to obtain credit or for any other purpose.

ALIMONY

33. There shall be no alimony as each party is capable of supporting himself or herself, and such as forever waived.

LIFE INSURANCE

34. Pursuant to U.C.A. Sec. 81-4-406(3), if a party owns a life insurance policy or an annuity contract, there is an acknowledgement by the Court that the party:

a. Has reviewed and updated, where appropriate, the list of beneficiaries;

b. Has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and

c. Understands that, if no changes are made to the policy or contract, the beneficiaries currently listed shall receive any funds paid by the insurance company under the terms of the policy or contract.

COOPERATION

35. Darlene and Kristopher shall cooperate with the other to effect change in titles to property to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail.

36. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce.

MUTUAL RESTRAINING ORDERS

37. The parties are hereby ordered not to stalk, harass, intimidate, annoy, abuse, or commit domestic violence against the other, or threaten to do or attempt to do any of the above.

38. Both parties are hereby restrained from defaming, demeaning, belittling, slandering, badmouthing, or disparaging the other party, or the other party's family members to

third parties or on any social media, including liking, following, posting, sharing, or otherwise promoting or distributing any content which could be perceived as violating any of the above provisions.

39. Both parties shall not create, commission, compose, or write any songs, lyrics, compositions, musical pieces, or any artwork about the other party, the other party's marriage, or the other parties' divorce, even if a party intends to sell this to another artist.

40. Both parties are hereby mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations.

DEFAULT

41. If either party fails to comply with any of the terms and conditions set forth in this document, the party in default shall be liable to the other party for all reasonable expenses, including attorney fees and costs, incurred in enforcing the terms and conditions of this document.

NAME CHANGE

42. Darlene shall be restored to the use of her maiden name "Mann" if she so desires.

ATTORNEY FEES

43. Each party shall pay his or her own reasonable attorney fees and costs incurred herein.

****THIS DOCUMENT CONSTITUTES A BINDING ORDER OF THE COURT WHEN IT BEARS THE JUDGE'S SEAL AT THE TOP OF THE FIRST PAGE****

RULE 7(j) NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, a true and correct copy of the above **DECREE OF DIVORCE** was served by the means indicated in the Certificate of Service attached hereto, on November 5, 2026, to the parties indicated therein. Notice of objections to this order must be submitted to counsel within seven days after service. Should no objections to this order be submitted to counsel within seven days after service, this Order should be presented to the Court for entry and signature.

/s/ Mark R. LaRocco
MARK R. LaROCCO
Attorney for Darlene Smith

CERTIFICATE OF SERVICE

I certify that on November 5, 2026, I served a true and correct copy of the foregoing **DECREE OF DIVORCE** with the Court causing service to be effectuated on the following via method indicated:

Jon Hogelin (UT-14981)
Attorney for Kristopher Smith
jon@salcidolaw.com
(*email*)

/s/ Jen Linschoten