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ATTORNEY FOR PETITIONER
CHARITY LYNNE BALCE

**IN THE SECOND JUDICIAL DISTRICT OF WEBER COUNTY,
OGDEN DEPARTMENT, STATE OF UTAH**

In the Matter of the Marriage of: CHARITY LYNNE BALCE, Petitioner, and JAY JOSEPH MULLIGAN BALCE, Respondent.	DECREE OF DIVORCE Case No. 264901092 Judge Jason Nelson Commissioner Brandon Richards
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The above-entitled matter came before the Court on the Petitioner's *Motion for Entry of Decree of Divorce* and *Petitioner's Declaration of Jurisdiction and Grounds*.

Petitioner and Respondent have signed a document entitled "Acknowledgment of Service of Process, Waiver, and Consent to Default Stipulation" in which Respondent has acknowledged the receipt of Petitioner's *Divorce Complaint*, waived the right to have a summons and the *Divorce Complaint* served upon him, waived the statutory time in which to answer or otherwise respond to the same, and consented to the Court entering a judgment against him by default. The Court therefore entered Respondent's default.

The Court, having made its findings of fact and conclusions of law, and being

otherwise fully advised, does hereby decree as follows:

DIVORCE

1. Petitioner is awarded a divorce from Respondent on the grounds of irreconcilable differences, the same to become final upon entry of this Decree.

CHILDREN

2. The parties have no minor children as issue of this marriage / relationship and none are expected.

ALIMONY

3. Respondent shall be ordered to pay to Petitioner the sum of \$725.00 per month as alimony, starting July 1, 2026.

4. Respondent shall be required to pay one-half ($\frac{1}{2}$) of the alimony by the 5th day of each month and one-half ($\frac{1}{2}$) by the 20th day of each month, with payments being due no later than the 5th and the 20th.

5. Alimony shall terminate upon the earlier of: (a) Petitioner's remarriage, cohabitation (as controlled procedurally and otherwise, and within the meaning of the statutes and case law of Utah governing termination of alimony upon cohabitation), or death; or (b) the length of the marriage.

LIFE INSURANCE

6. Respondent shall be required to maintain his current term life insurance policy (\$500,000 face value) with Military Benefits Association in full force and effect while any alimony obligation remains owing to Petitioner. Respondent shall designate Petitioner as the

sole beneficiary of the policy for so long as alimony remains owing. Respondent shall be required to provide proof of such life insurance within five (5) days of Petitioner's written request.

DEBTS

7. During the course of the parties' marriage, they have acquired certain debts and obligations which shall be dealt with as follows-

a. Petitioner shall be ordered to assume, pay, and hold Respondent harmless on the following: the debt owed on her Capital One credit card; and the mortgage, taxes, insurance, obligations (except GreenSky), and liabilities associated with the home and real property, located at 4452 South 2250 West, Roy, Utah 84067.

b. Respondent shall be ordered to assume, pay, and hold Petitioner harmless on the following: the debt owed to GreenSky (regarding the exterior upgrade on the home in Roy, Utah); the debt owed on his AMEX credit card; the debt owed on his Citi Card credit card; the mortgage, taxes, insurance, obligations, and liabilities associated with the townhouse, located at 2135 Carson Avenue, Unit # 3, West Haven, Utah 84401; and all other debts, obligations, and liabilities that are in his name.

c. Respondent is currently paying for Petitioner's cellular phone service associated with the telephone number (385) 600-8402. As part of the parties' property settlement, Respondent shall continue to pay for and maintain cellular service for that telephone number at a level of service substantially similar to the current service plan for a period of thirty-six (36) months beginning on the first day of the month following entry of the Decree of Divorce. Petitioner may, at any time and in her sole

discretion, elect to transfer the telephone number into a plan in her own name and responsibility, as such number is awarded to her above. In transferring the number, Respondent shall cooperate fully in completing the transfer, including signing any necessary documents and taking any actions reasonably necessary to effectuate the transfer of the number. If Petitioner does not elect to transfer the number earlier, the transfer shall occur at the conclusion of the thirty-six (36) month period.

d. As part of the property settlement herein, Respondent shall be required to continue paying Petitioner's term life insurance policy (\$500,000 face value) with Military Benefits Association, including all premiums necessary to keep the policy in full force and effect, so long as the beneficiary thereof is the parties' adult daughter, A.J.B.. Payments shall be made on time, and Respondent shall ensure that the policy does not lapse for any reason. The life insurance policy shall remain Petitioner's sole and separate property, and Petitioner may designate any beneficiary or beneficiaries of her choosing; however, if Petitioner designates any person other than A.J.B. as a beneficiary of the policy, except for a trust under which the proceeds of the policy are to be distributed solely for the benefit of A.J.B., then Petitioner shall become solely responsible for all premiums associated with the policy beginning on the first day of the month following such designation.

e. Except as otherwise provided in this document, each party shall be ordered to assume and pay their own debts incurred after the parties' separation on or about March 23, 2015.

f. Each party shall be restrained from incurring any debts, obligations and

liabilities on the other party's credit and also from doing anything for which the other party may become legally liable for.

g. Each of the parties shall notify the respective creditors or obligees regarding the foregoing division of debts, obligations, or liabilities and shall further notify such creditors or obligees of such party's current addresses.

h. Should either party fail to pay the debts or notify the respective creditors or obligees as ordered herein, this Court may hold such party in contempt and reopen the property division hereunder in order to compensate the party not in default for such failure to pay or notify, or fashion any other remedy which the Court deems fair and equitable, including awarding costs and attorneys fees incurred by such party as a result of the defaulting party's failure to comply.

PERSONAL PROPERTY

8. Except as specifically addressed otherwise herein, each party shall be awarded the personal property now in his or her possession. In particular:

a. Petitioner shall be awarded: the (385) 600-8402 phone number which is connected to Respondent's account with Verizon; Her term insurance policy Military Benefits Association; 2019 Buick Enclave; 2002 Oldsmobile Bravada; her wedding and anniversary rings; her jewelry; and her financial accounts at America First Credit Union (ending in xxx5705).

b. Respondent shall be awarded the: 2014 Acura; and his financial accounts at America First Credit Union (ending in xxx8361).

c. The parties have joint checking, savings, and money market accounts

(xxx7158) at America First Credit Union. Respondent shall be awarded the checking and savings accounts and the funds therein (except for \$3,033 as addressed below). The funds currently held in the money market account shall be reserved and used exclusively for A.J.B.'s wedding expenses.

d. The 2010 Mini Coupe shall be awarded to the parties' adult daughter, A.J.B..

RETIREMENT

9. Petitioner has a pension and a 403(b) retirement account through her current place of employment (i.e. St. Mary's Catholic Church). She also has a personal Roth Individual Retirement Account. Petitioner shall be awarded, as her sole and separate property, all the retirement accounts that she has, free and clear of any claim by Respondent.

10. Respondent has a 401(k) retirement account which he acquired with KBR, and also a personal Roth Individual Retirement Account, both of which he shall be awarded, as his sole and separate property, free and clear of any claim by Petitioner.

11. Respondent also has military retirement benefits, some of which he acquired through the marriage. Respondent has retired from the Air Force and is currently receiving retired pay. As such, starting as of July 1, 2026, Petitioner shall be awarded thirty-five percent (35%) of Respondent's disposable military retired pay. Respondent is eligible for cost of living adjustments to his retirement benefits. Petitioner shall receive the same percentage of all cost-of-living adjustments that Respondent receives.

a. Until Petitioner begins to receive her awarded share directly from the DFAS Respondent shall be required to pay directly to Petitioner the amount that she is

entitled to receive herein by no later than the 5th day of each month. If necessary, the parties will estimate what that amount is and once it is officially determined by DFAS then any under or over payments shall be immediately paid by one party (as the case may be) to the other party.

b. Petitioner shall be awarded and made as the irrevocable beneficiary of the Survivor Benefit Plan (SBP) benefits through Respondent's military retirement, at the full base amount of coverage, which is what Respondent warrants was the amount that was selected at the time he retired. Respondent must make the former spouse SBP election (i.e. claim Former Spouse SBP coverage) with the Defense Finance and Accounting Service (DFAS) and/or other required agencies, if any, within thirty (30) days of the date of the entry of the Decree of Divorce by completing and sending the "Survivor Benefit Plan (SBP) Election Statement for Former Spouse Coverage," Form DD 2656-1 (see the DFAS' website for further information [<http://www.dfas.mil/retiredmilitary/forms.html>]) and any other required forms and documents. So as to ensure that the former spouse SBP coverage is timely elected/deemed, the required form(s) must be sent via certified return receipt mail or if he is allowed to fax the same to the required agencies (presumably DFAS), then Respondent shall obtain a fax confirmation of the transmission having gone through successfully, and immediately provide to Petitioner a copy of the election and proof of delivery.

c. Petitioner shall be responsible for preparing the domestic relations order (DRO) to carry into effect the order of the Court with regards to the division of

Respondent's military retired pay.

d. Respondent shall be required to provide Petitioner with whatever information and documentation she requests in order to divide the retirement, and shall be required to work with Petitioner in preparing the necessary DRO and processing it through the Court and the plan administrator.

REAL PROPERTY

12. During their marriage the parties acquired a home and real property located at 4452 South 2250 West in Roy, Utah 84067. Petitioner shall be awarded this property free and clear of any interest of Respondent. Petitioner shall be required to assume or refinance the mortgage on this property into her own name within twelve (12) months of the entry of the Decree of Divorce so as to remove Respondent as an obligated party thereon.

Respondent shall be required to immediately sign a quitclaim deed in favor of Petitioner.

13. During their marriage the parties also acquired a townhouse located at 2135 Carson Avenue, Unit 3, West Haven, Utah 84401. Respondent shall be awarded this property free and clear of any interest of Petitioner. Respondent shall be required to assume or refinance the mortgage on this property into his own name within twelve (12) months of the entry of the Decree of Divorce so as to remove Petitioner as an obligated party thereon.

14. If a party should fail to assume or refinance the mortgage into their own name within the time set forth above, then that party shall be required to immediately place their awarded property on the market and sell it as reasonably practicable.

a. The proceeds of the sale shall be applied and divided between the parties as follows:

i. First, to pay expenses of sale;

ii. Second, to retire the mortgage thereon; and

iii. Third, the balance remaining thereafter shall be awarded to the party who was required to sell the property, free and clear of any claim by the other party.

b. Each party shall have full access to the realtor to receive answers to questions and obtain information regarding the sale of the property and shall receive all documents and information related thereto, including all offers, counteroffers, inspection reports, closing documents, and communications materially related to the sale transaction.

MISCELLANEOUS MATTERS AND ATTORNEY FEES

15. Respondent shall be responsible and liable for his own costs and attorney fees. Petitioner shall be allowed to withdrawal \$3,033 from the joint checking account at America First Credit Union to pay for her attorney fees and costs.

16. Each party shall be required to promptly make, execute and deliver any further assurance, releases, contracts, and instruments (i.e. whatever documents) that may be necessary to carry into effect the terms, covenants, conditions and provisions herein contained. If either party fails to comply with the provisions hereof, this document shall constitute an actual grant, assignment and conveyance of property and rights in such manner and with such force and effect as shall be necessary to effectuate the terms hereof and at the will of the non-disobedient party, he or she may bring an Order to Show Cause or Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other

person to execute the necessary documents 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.

BY THE COURT:

The Judge's electronic signature appears on the top of page 1¹.
District Court Judge

Decree of Divorce-
Approved as to Form and Substance.

Also, by signing below I give my approval and authorization to Attorney Jason F. Barnes to electronically sign my signature on my behalf when this document is e-filed with the Court. I understand that due to the requirement of the Court that this document must be submitted in RTF format, and that when it is converted, it may not look the same.

/s/ Jay Joseph Mulligan Balce
Jay Joseph Mulligan Balce,
Respondent, Pro Se
Date: 12 June 2026

1 In accordance with the Utah State District Court e-Filing standards No. 4, and URCP 10(e), this *Decree of Divorce* does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper-right-hand corner of the first page of this order along with the Court's seal and the date and time this order was executed.