

**The Order of the Court is stated below:**

**Dated:** August 19, 2026  
03:09:12 PM

/s/ REUBEN J. RENSTROM  
District Court Judge



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Attorney for Petitioner

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

**IN THE MATTER OF THE  
MARRIAGE OF**

**DECREE OF DIVORCE**

**MINDY GUNDERSON,**

**Petitioner,**

**Case No: 254900569**

**and**

**Commissioner: Brandon Richards**

**TREVOR RASMUSSEN,**

**Judge: Reuben J. Renstrom**

**Respondent.**

The Petitioner filed her Petition for Divorce on the 31<sup>st</sup> day of March, 2025. The Respondent filed his Answer and Counter-Petition for Divorce on the 19<sup>th</sup> day of November 2025. The Petitioner and Respondent both signed a Stipulation and Settlement Agreement on the 16<sup>th</sup> day of July 2026 following an agreement reached at a Judicial Settlement Conference held on July 15, 2026, with the Honorable Jason C. Nelson.

The Court having reviewed the Petitioner's Affidavit of Jurisdiction in Support of the Decree of Divorce, Stipulation and Settlement Agreement, and having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby

ORDER, ADJUDGE AND DECREE AS FOLLOWS:

**DECREE OF DIVORCE**

The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

**CHILDREN**

1. No children have been born as issue of this marriage; and no further children are expected.

**GLOBAL PROPERTY SETTLEMENT**

2. The parties reached a global property settlement and agreed to resolve all claims related to division of property, division of financial assets, and the division of debt based on the following terms and as further stated herein:

**PETITIONER'S AGREEMENT AND OBLIGATIONS:**

- a. The Petitioner is ordered to pay all expenses associated with the marital home including, but not limited to, mortgage obligations, utilities, insurance, and routine maintenance in a timely manner until the property is sold as set forth herein.

b. The Petitioner shall not be owed any monies for her claim for attorney fees associated with the Statement of Discovery Issues previously authorized by the Court.

c. The Respondent is awarded the following personal property acquired during the marriage: 2000 Toyota Tacoma (inoperable), 2002 Chevy Tahoe, 2006 Ford Mustang, F-450 passenger bus (inoperable), Echelon Boat (21 foot) with trailer, Porch swing, fossils, California King bedframe and 2 nightstands, Bedroom dresser, 1 television, patio fireplace, drum set and other items and equipment related to the music room, and tools already in the Respondent's possession, and all other joint marital property currently held in his use, possession, and control.

d. Respondent is awarded his financial accounts including his retirement savings accounts as presently held in his name.

RESPONDENT'S AGREEMENT AND OBLIGATIONS:

e. In exchange for the Petitioner's agreements set forth in subparagraphs (a)-(d) above, the Respondent is ordered to pay Petitioner a global property settlement in the amount of \$14,000.00. This global property settlement shall be paid to the Petitioner upon the sale of the marital home from Respondent's portion of the baseline equity as set forth in the Real Property section herein.

f. Petitioner is awarded possession and use of the marital home through the date of closing on the real estate sale as set forth in the Real Property section herein.

g. Petitioner is awarded the following personal property acquired during the marriage: 2016 Kia Forte, 1982 Honda Accord, 2007 Ford Explorer, 1980 Subaru, 1962 Chevy Nova, Toyota Corolla (inoperable) and all other joint marital property currently held in her use, possession, and control.

### **ALIMONY**

3. The parties are both physically capable of supporting themselves and no alimony is awarded to either party. Each party waives alimony now and in the future.

### **REAL PROPERTY**

4. During the marriage, the parties acquired real property located at 1005 Edgewood Drive South Ogden, Utah 84403 (“Property”).

Legal Description: Lot 46, ROLLING OAKS SUBDIVISION NO. 2, according to the official plat thereof, as recorded in the office of the Weber County Recorder

5. The Property shall be listed on the real estate market within fourteen (14) days to be sold in “as is” condition. The parties shall mutually agree to the listing price and other terms of the sale. If the parties cannot agree, they shall follow the recommendations of the realtor regarding the initial listing price, adjustments of the listing price, necessary improvements to the Property, counter-offers, and the acceptance of purchase offers.

6. The parties shall equally pay for any repairs deemed necessary by a lender or the parties’ realtor for the sale of the Property, provided such repairs are agreed in writing prior to incurring any associated expenses. The Petitioner shall pay the

initial costs up to \$5,000.00 and the Respondent shall reimburse the Petitioner for his one-half share of any such expenses from his portion of the baseline equity if necessary. Disputes over repairs shall be addressed in mediation prior to bringing the issue before the court with each party equally paying the initial costs of the mediation.

7. The Respondent may conduct a walk-through of the Property to document the condition of the home prior to listing the property on the real estate market. The Respondent shall be accompanied by the parties' realtor, his sister, or any other party mutually agreed upon by the parties.

8. Disputes over repairs and the apportionment of expenses shall be addressed in mediation prior to bringing the issue before the court with each party equally paying the initial costs of the mediation.

9. The parties are each ordered to remove their inoperable vehicles from the Property within thirty (30) days of signing this agreement. Petitioner may keep the 1980 Subaru Hatchback in the garage while the sale of the home is pending and shall remove the vehicle from the Property prior to closing.

10. If the parties cannot mutually agree to a realtor, Petitioner shall designate three (3) licensed realtors, and Respondent shall select one of those realtors within seven (7) days. If Respondent fails to select timely, Petitioner shall have the option to select one of the realtors from her original list.

11. Both parties shall execute any necessary documents to effectuate the real property division. If either party fails to execute said documents, the other party

may submit an ex-parte motion, pursuant to Rule 70 Utah R. of Civ. Proc., and the Court may direct the court clerk or the moving party to execute said documents.

**12.** The proceeds of the sale shall be applied as follows:

- a.** Pay expenses of the sale including realtor fees and closing costs;
- b.** Retire all mortgages and liens;
- c.** The down payment loan owing to David Gunderson in the amount of \$23,669.95.

**13.** After the payment of the obligations set forth in paragraph 12 above, the title company or closing company shall allocate the net equity from the sale of the residence one-half (1/2) to each party. From Respondent's share of the net equity, the title company or closing company shall pay the Petitioner the global property settlement in the amount of \$14,000.00, together with any additional credits due to Petitioner for Respondent's share of repair costs, if any, pursuant to paragraph 6 herein. After making such deductions and payments, the title company or closing company shall distribute the remaining balance of Petitioner's share directly to Petitioner and the remaining balance of Respondent's share directly to Respondent.

#### **PERSONAL PROPERTY**

**14.** The personal property of the parties shall be divided as follows.

- a.** Petitioner is awarded: 2016 Kia Forte, 1982 Honda Accord, 2007 Ford Explorer, 1980 Subaru, 1962 Chevy Nova, Toyota Corolla (inoperable) and all other joint marital property currently held in her use, possession, and control.

**b.** Respondent is awarded: all vehicles solely titled in his name; 2000 Toyota Tacoma (inoperable), 2002 Chevy Tahoe, 2006 Mustang, passenger bus (inoperable), Echelon Boat (21 foot) with trailer subject to the Global Property Settlement of the Parties.

**c.** Respondent is awarded the following property from the marital home: Porch swing, fossils, California King bedframe and 2 nightstands, Bedroom dresser, 1 television, patio fireplace, drum set and other items and equipment related to the music room, and tools already in the Respondent's possession, and all other joint marital property currently held in his use, possession, and control.

**d.** Respondent shall remove all vehicles and other personal property awarded to him from the marital home within 30 days of entry of the Decree of Divorce.

**15.** All property and all property rights which may be vested in either party because of family inheritance, trusts, or similar sources are awarded to the party from whose family it came.

**16.** Each party is awarded the premarital property acquired prior to marriage in their individual names as their sole and separate property unless otherwise stated herein.

**17.** Upon entry of the Decree of Divorce, the parties shall execute all documents necessary to transfer any awarded property into the other party's name.

**18.** If any personal property disputes shall arise after the Decree of Divorce has been entered, the parties shall participate in mediation to come to a resolution

between them regarding the division of the disputed property, the cost of said mediation to be equally born by the parties.

### **DEBTS AND OBLIGATIONS**

**19.** During the marriage the parties acquired debts and obligations owing to third parties which shall be paid as follows:

- a.** Each party shall pay their individually incurred debt in their own names.
- b.** Each party is responsible for paying the debts and obligations associated with any property awarded to them in the final Decree of Divorce and shall hold the other party harmless therefrom.
- c.** The parties are each responsible for the Down Payment loan owing to David and Sharon Gunderson in the amount of \$23,669.95 which shall be paid from the proceeds of the sale of the marital home as set forth in the Real Property section herein.

**20.** The responsible party shall hold the non-responsible party harmless on any debt or obligation associated with the debt. The responsible party shall not include any jointly incurred debt in any bankruptcy petition.

### **NOTICE TO CREDITORS**

**21.** Pursuant to Utah Code Ann §§ 15-4-6.5, 81-3-105 and 81-4-406(3), the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

Therefore, each party shall:

- a. Send a copy of the Decree of Divorce as soon as possible to each creditor he/she is not required to pay;
- b. Notify the joint creditor of the current address for each party;
- c. Inform the joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

### **INSURANCE**

22. Each party is responsible for their own health insurance and vehicle insurance.

### **LIFE INSURANCE**

23. If either party owns a life insurance policy or an annuity contract, the court, pursuant to Utah Code Ann. § 81-4-406(3)(d), shall acknowledge that the owner of the policy (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 will receive any funds paid by the insurance company under the terms of the policy or contract.

### **STOCKS, BONDS, RETIREMENT, AND PENSION RELATED ASSETS**

24. The Petitioner did not acquire interest in any retirement savings account during the marriage. The Respondent is awarded as his sole and separate property any stocks, bonds, mutual funds, retirement accounts or other pension-related assets, including his 401(k) account in the amount of \$45,592.12, free of any claim by the Petitioner.

#### **FINANCIAL AND BANKING ACCOUNTS**

25. The joint savings and checking account with Mountain America Credit Union, account ending 0828, shall be closed within sixty (60) days of entry of the Decree of Divorce. Any funds in the account at the time of closing, shall be equally divided between the parties.

26. The parties are each awarded their individual banking and financial accounts held in their individual names free and clear of any claim of the other party.

#### **TAX FILING**

27. The Petitioner and Respondent shall file their taxes individually for the tax year 2025 and each year thereafter.

#### **ATTORNEY'S FEES AND COSTS**

28. Each party is responsible for paying their individual attorney fees and costs incurred herein.

#### **RESTRAINING ORDERS**

29. The following restraining orders shall issue:

- a. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.
- b. 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 or her best efforts to prevent third parties from such violations.
- c. Neither party shall use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.
- d. Neither party shall use the other party's name, likeness, image, identification, or photographs to post to websites such as Facebook or other websites, without the other party's express permission. Any current use or posting of the other party shall be removed, unless the other party expressly consents to it remaining posted.
- e. Both parties are restrained from coming to the home, workplace, or places where the other party is known to be present without the other party's express permission.

#### **MISCELLANEOUS PROVISIONS**

- 30.** Each party is ordered to take any action, or to execute and deliver to the other party such documents, as is required to implement the provisions of the Decree of Divorce entered by the Court.

31. Unless otherwise stated herein, the parties waived any and all other claims they have against the other through the date of signing the Stipulation and Property Settlement Agreement.

**ENFORCEMENT AND MODIFICATION**

32. Prior to any Petition being filed to change any provision of the final Decree of Divorce, the parties shall make a good faith attempt to resolve disputed issues through mediation with a court-approved mediator with each party equally paying the mediation fees.

33. DEFAULT: If either party defaults in their obligations herein, the party in default shall be liable to the other party for all reasonable expenses, including reasonable attorney's fees and court costs incurred in the enforcement of the obligations created herein.

--END OF ORDER--  
*Signed as indicated at the top of page one*

DATED this 24<sup>th</sup> day of July, 2026.

Approved as to form and content:

/s/ \*Stephen Surman  
Stephen Surman  
Attorney for Respondent  
*\*e/s with written permission  
from Stephen Surman*