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*Attorney for Cheryleen Lynette McKay Simone*

**IN THE SECOND JUDICIAL DISTRICT COURT**

**COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT**

IN THE MATTER OF THE MARRIAGE OF:

CHERYLEEN LYNETTE MCKAY  
SIMONE

And

JAMES ARTHUR SIMONE

DECREE OF DIVORCE

Case No.: 264901077

Judge: Catherine Conklin

Commissioner: Brandon Richards

Cheryleen Lynette McKay Simone ["Cheryleen"] having filed a Petition for Divorce against James Arthur Simone ["James"], and the parties having reached a final resolution by filing a Stipulation and Property Settlement Agreement resolving all issues; and the Court having entered its written Findings of Fact and Conclusions of Law with this Decree;

**NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED**

**AND DECREED AS FOLLOWS**

1. **DIVORCE:** That the parties should be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.
2. **NAMES:** Because the parties share the same last name, they are referred to by their first

names to avoid confusion, meaning no disrespect by the apparent informality to-wit:

Petitioner [“Cheryleen”] and Respondent [“James”]. Janson v. Janson, 2019 UT App 106.

3. CHILDREN: The parties have no minor children.

4. REAL PROPERTY:

- a. The Parties agree that the marital residence located at 601 W 3650 S, Riverdale, Utah 84405 (the “Property”) shall be listed for sale unless James timely refinances the Property as set forth below. The Parties shall mutually agree in writing upon a licensed real estate agent to list the Property.
- b. The Parties acknowledge that the Property was appraised as of March 18, 2026, and that the appraised value was \$670,000.00.
- c. James shall have ninety (90) days from the date this Decree is entered to refinance the Property and pay Cheryleen her one-half share of the equity in the Property. For purposes of this paragraph, equity shall be calculated as the appraised value of \$670,000.00, less any outstanding mortgage balance, liens, or other encumbrances against the Property, unless otherwise agreed by the Parties in writing.
- d. The Parties shall equally divide any reasonable and necessary costs associated with James’s refinance of the Property.
- e. If James is unable to complete the refinance and pay Cheryleen her one-half share

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of the equity within ninety (90) days, the Property will be immediately listed for sale within fourteen (14) days of the end of the 90 day period.

- f. If the Property must be listed for sale, James shall provide the names of two qualified real estate agents to Cheryleen. The parties shall agree on one of the realtors.
- g. James shall take all reasonable and necessary steps to prepare the Property for listing and sale while the refinance is pending to not slow down the sale of the property, including decluttering, organizing, removing excess personal belongings, debris, accumulated items, and any other personal property not reasonably necessary for occupancy of the residence, and completing any other preparation reasonably recommended by the listing agent to facilitate the sale of the Property.
- h. James will be solely responsible for all costs associated with removing, hauling away, storing, disposing of, or otherwise clearing his personal property, belongings, debris, and accumulated items from the Property in preparation for listing and sale. Such costs shall not be considered shared sale preparation expenses.
- i. If James fails to prepare the Property for listing and sale within the ninety (90) day waiting period of the refinance period, or fails to remove personal property, belongings, debris, or accumulated items as reasonably necessary

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to place the Property in a marketable condition, Cheryleen will arrange for such services to be performed. Any reasonable costs incurred by Cheryleen for labor, hauling, junk removal, cleaning, or related services necessary to clear and clean the Property will be the sole responsibility of James and shall be reimbursed to Cheryleen from James's share of the sale proceeds at closing.

- j. Costs associated with repairs, improvements, or sale-related preparations recommended by the listing agent for the purpose of maximizing the marketability or value of the Property, including painting, carpet replacement, and similar repairs or improvements, shall be shared equally by the Parties unless otherwise agreed in writing.
- k. The parties shall cooperate with the selected real estate agent and take all actions reasonably necessary to have the marital residence listed for sale within fourteen (14) days of James's selection of the agent.
- l. The Parties shall cooperate fully in listing and selling the Property, including signing all documents reasonably necessary to effectuate the listing and sale, cooperating with showings, and following the reasonable recommendations of the listing agent regarding listing price, sale terms, repairs, staging, and marketing.
- m. James shall remain in the Property on a temporary basis pending refinance or sale.

During that time, James shall be responsible for ensuring that the Property is

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maintained in a clean, safe, and marketable condition.

n. Beginning on the first day of the month following entry of the Decree of Divorce, James

shall receive a credit of \$1,000.00 per month toward the mortgage and/or house payment obligations associated with the marital residence. Such credit shall continue each month until the residence is sold; however, the total credit shall not exceed \$5,000.00, representing a maximum of five (5) monthly credits.

o. Upon the sale of the marital residence, the total amount of credits received by James shall be deducted from the net equity of the residence and paid to James prior to the division of the remaining net equity between the parties.

p. Upon sale of the Property, the net sale proceeds shall be equally divided between the Parties. "Net sale proceeds" means the gross sale price less any outstanding mortgage balance, liens, prorated taxes, realtor commissions, and customary and reasonable closing costs.

5. PERSONAL PROPERTY: During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

a. To sell and be divided: (to be sold within 6 months of the entry of the decree of

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divorce)

- i. 2007 Hyundai Sonata, Cheryleen's half of what the vehicle is sold for will be paid out of James' portion of the equity of the home once the home sells or is refinanced. James shall provide a copy of the bill of the sale to Cheryleen as well.
  - ii. 2012 Hyundai Santa Fe. The Parties acknowledge that the 2012 Hyundai Santa Fe is currently being used by Bailey. Bailey shall continue to use the vehicle until she no longer needs or desires to use it, or until she elects to take title to the vehicle, if agreed upon by the Parties. If Bailey stops using the vehicle and does not take title to it, the vehicle shall be returned to the Parties and James shall have six (6) months from the date of return to sell the vehicle. Upon sale, James shall inform Cheryleen of the sale and the amount the vehicle was sold for and provide a bill of sale. James shall pay Cheryleen her half of the amount the vehicle was sold for from his portion of the equity of the home once the home sells or from the refinance. If James is unable to sell the vehicle within six (6) months, Cheryleen shall then have the opportunity to sell the vehicle, and the net sale proceeds shall be equally divided between the Parties.
- b. Cheryleen is awarded the following personal property free and clear of any claim by James:

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- i. All of her personal effects, i.e., toiletry and clothes, pre-marital property, gifts and inheritances;
- ii. Cheryleen is also awarded the personal property currently in her possession; and
- iii. Her 2018 Nissan Kicks;
- iv. The family room TV;
- v. Half the value of the 2013 Ford CMax (Her portion would be: \$3,000.00);
- vi. Half the value of the 2010 Ford Flex (Her portion would be: \$1,800.00);
- vii. Half the value of the family room couch and love seat (Her portion would be: \$200);
- viii. Half the value of the front room couch and love seat (Her portion would be: \$200);
- ix. Half the value of the washer machine (Her portion would be: \$100);
- x. Half the value of the dryer (Her portion would be: \$100);
- xi. Half the value of the kitchen table and six chairs (Her portion would be: \$100);
- xii. Half the value of the master bedroom TV (Her portion would be: \$75); and
- c. James is awarded the personal property currently in his possession free and clear of any claim by Cheryleen:
  - i. All of his personal effects, i.e., toiletry and clothes, pre-marital property,

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gifts and inheritances;

- ii. 2013 Ford CMax;
- iii. 2010 Ford Flex;
- iv. Family room couch and love seat;
- v. Entry room couch and love seat;
- vi. Washer machine;
- vii. Dryer machine;
- viii. Kitchen table and six chairs;
- ix. All his firearms;
- x. His musical instruments;
- xi. Master bedroom TV.

- d. In consideration of James retaining the items identified above for which Cheryleen is awarded one-half of the value, James shall pay Cheryleen a personal property equalization payment in the total amount of \$5,575.00. This amount shall be paid to Cheryleen from James's refinance of the marital residence or, if the residence is sold, from James's share of the net sale proceeds at closing, unless otherwise agreed by the Parties in writing.
- e. Any personal property not previously divided and remaining in dispute shall be equitably allocated between the parties by agreement. If the parties are unable to reach agreement, they shall engage in good faith efforts to resolve the dispute prior to

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seeking further relief from the Court.

2. BANK ACCOUNTS: The parties acknowledge that all joint financial accounts have been fully divided and resolved. Any remaining accounts held in each party's individual name shall be and remain that party's sole and separate property. Each party shall have no claim, right, or interest in the other party's individual accounts, and each party shall hold and maintain such accounts free and clear of any interest of the other.

3. DEBTS:

- a. The Parties shall each be solely responsible for any debts, obligations, liabilities, credit card balances, loans, or other financial obligations incurred by that Party on or after the date of separation, July 18, 2025, unless otherwise expressly provided in this Agreement.
- b. Each Party shall be solely responsible for any debt or obligation held in his or her individual name, and neither Party shall be responsible for the individual debts or obligations of the other Party.
- c. Each Party shall pay and hold the other Party harmless from any debt, obligation, collection activity, interest, penalty, fee, lawsuit, judgment, attorney fees, costs, or enforcement action arising from or related to any debt assigned to or incurred by that Party.
- d. James shall indemnify, defend, and hold Cheryleen harmless from any liability, claim, debt, obligation, collection activity, attorney fees, costs, or enforcement action

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arising from or related to any debt assigned to James or incurred by James.

- e. Cheryleen shall indemnify, defend, and hold James harmless from any liability, claim, debt, obligation, collection activity, attorney fees, costs, or enforcement action arising from or related to any debt assigned to Cheryleen or incurred by Cheryleen.
- f. Neither Party shall incur any additional debt, liability, or obligation in the name of the other Party, or on any joint account, after the entry of the Decree of Divorce.
- g. This allocation of debt is intended to be a full and final division of the Parties' marital and individual debts, except as otherwise expressly provided in this Agreement.

#### 4. ALIMONY:

- a. That alimony is awarded from James to Cheryleen in the monthly amount of \$800 per month.
- b. The alimony obligation shall continue for a period of ten (10) years.
- c. James's monthly alimony obligation shall commence on July 1, 2026, and shall continue until the earliest of the following events: (1) July 1, 2036; (2) Cheryleen's remarriage; (3) Cheryleen's cohabitation in a marriage-like relationship as defined by applicable law; or (4) the death of either party.
- d. That alimony shall be paid on the 1<sup>st</sup> of the month via Venmo or bank direct transfer, without the need for any request, reminder, invoice or demand from the recipient.

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- e. The alimony awarded herein is subject to modification only upon a substantial and material change in circumstances as provided by applicable law. No automatic reduction, suspension, or termination of alimony shall occur based solely upon changes in either party's income absent a written agreement of the parties or further order of the Court.
- f. The Parties expressly acknowledge that retirement by either Party during the ten-year alimony term is foreseeable and contemplated. Accordingly, the retirement of either Party, whether voluntary or anticipated, shall not constitute grounds for modification, reduction, suspension, or termination of the alimony obligation set forth herein absent the written agreement of the Parties or further order of the Court based upon a substantial and material change in circumstances other than retirement alone.

5. RETIREMENT BENEFITS/PENSION:

- a. JAMES PENSION:
  - i. The parties acknowledge that James has a pension through URS.
  - ii. The Parties acknowledge that James has a pension/retirement benefit through Utah Retirement Systems (“URS”). The Parties agree that James shall retain his URS pension and retirement benefit in his sole name, and that the Parties do not intend to divide James’s URS pension by QDRO or other domestic relations order at this time.

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- iii. Notwithstanding the foregoing, the Parties agree that Cheryleen shall remain designated as the survivor beneficiary and/or surviving spouse beneficiary of James's URS pension to the fullest extent permitted by URS and applicable law. James will not take any action to remove Cheryleen as the survivor beneficiary, change the survivor benefit election, or otherwise impair Cheryleen's right to receive survivor benefits upon James's death.
  - iv. The Parties shall cooperate in executing any forms or documents reasonably required by URS to maintain Cheryleen's survivor-benefit designation and to effectuate the intent of this provision.
  - v. If James was to remarry any pension payments will continue to go to Cheryleen.
- b. CHERYLEEN'S RETIREMENT: The parties agree that, in light of the length of the marriage and Cheryleen's role as a stay-at-home parent, Cheryleen shall retain her own pension and all rights to her individual Social Security benefits free and clear of any claim by James.
- c. ANNUITIES: Each Party shall retain, free and clear of any claim by the other Party, any annuity held in his or her own name. In consideration of the division of the Parties' annuities, Cheryleen shall receive an additional \$5,000.00 as an equalization payment. This amount shall be paid to Cheryleen from James's refinance of the marital residence or, if the residence is sold, from James's share of the net sale

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proceeds at closing.

- d. COOPERATION AND QDRO IMPLEMENTATION: The parties shall cooperate in good faith to prepare, execute, and submit any and all documents necessary to effectuate the division of James's pension, including a QDRO or similar order. Each party shall bear their own reasonable costs associated with securing such order unless otherwise agreed or ordered by the Court.

6. LIFE INSURANCE: The parties shall exchange complete information regarding any life insurance policies owned by either party, including face value, cash value, and beneficiary designations, for purposes of determining whether any adjustment or equitable allocation is necessary.

7. HEALTH INSURANCE:

- a. Cheryleen shall maintain health and dental insurance coverage for the children under 26-years of age, so long as such coverage is reasonably available to her. James shall reimburse Cheryleen for one-half of the monthly cost of the children's health and dental insurance premiums by the 1<sup>st</sup> of the month, commencing July 1, 2026 to be paid to Cheryleen via Venmo or bank direct transfer, without the need for any request, reminder, invoice or demand from Cheryleen.
- b. Cheryleen shall provide James with written documentation showing the monthly cost of the children's health and dental insurance coverage at least once per calendar year, and within thirty (30) days of any material change in the cost of such coverage.

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After Cheryleen provides documentation of the monthly premium amount, James shall pay his one-half share to Cheryleen on or before the first day of each month, unless otherwise agreed by the Parties in writing.

- c. The Parties shall equally divide all reasonable and necessary uninsured or unreimbursed medical, dental, orthodontic, vision, prescription, counseling, and mental health expenses incurred for the children. The Party seeking reimbursement shall provide proof of the expense and payment, and the other Party shall reimburse his or her one-half share within thirty (30) days after receipt of the documentation.

**8. MAIDEN NAME:** That Cheryleen is restored to her maiden name CHERYLEEN LYNETTE MCKAY, if and when she so desires.

**9. ATTORNEYS FEES:** Each party shall pay half of the attorney fees and costs incurred in this matter.

**10. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:**

- a. Each party shall immediately deliver all property awarded to the other party in their possession, and execute all documents/titles necessary to effectuate a property transfer as set forth herein, including automobile titles, tax forms and/or any other instrument necessary to carry out these terms.
- b. Each party shall immediately notify their respective creditors of these terms, the party obligated to each specific debt and make other such reasonable arrangements to implement these terms.

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- c. Unless otherwise agreed the foregoing shall be completed within 30 days of the entry of the Decree of Divorce.

**\*\*\* END OF DOCUMENT \*\*\***

**COURT SIGNATURE AND DATE APPEAR AT THE TOP OF FIRST PAGE**

**Rule 7 Notice**

Pursuant to Utah Rules of Civil Procedure 7(j)(4), the proposed Order will be filed with the above-entitled court seven days after service upon you and submitted to the District Court Judge for signature. Your Objection, if any, must be filed with the Court within seven (7) days after service.

**Approved as to form and content:**

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/James Simone

James Simone

Pro Se Respondent

**CERTIFICATE OF SERVICE**

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

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Jim Simone  
601 W 3650 S  
Riverdale, UT 84405  
Jimsimone25@gmail.com

X E-Mail  
Facsimile  
Hand delivery  
E-Filed

The foregoing was performed on this July 20, 2026.

/s/ Tammy Cragun  
Paralegal

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