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Attorney for Teresa Thompson

IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT

IN THE MATTER OF THE MARRIAGE OF:

STEVEN GARY THOMPSON

And

TERESA THOMPSON

DECREE OF DIVORCE

Case No.: 254901734

Judge: Jason Nelson

Commissioner: Brandon Richards

Steven Gary Thompson ["Steven"] having filed a Petition for Divorce against Teresa Thompson ["Teresa"], 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 shall 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 [“Steven”] and Respondent [“Teresa”]. Janson v. Janson, 2019 UT App 106.

3. CHILDREN: The parties have no minor children.

4. REAL PROPERTY:

- a. The parties agree that the real property located at 39 S. 4100 W., Ogden, Utah 84404 ("the Property") shall be listed for sale no later than September 1, 2026.
- b. Beginning September 1, 2026, and continuing until Steven permanently vacates the Property, the parties shall each be responsible for fifty percent (50%) of all expenses associated with the Property, including, but not limited to, mortgage payments, property taxes, homeowners insurance, utilities, homeowners association fees, and ordinary maintenance and repair expenses.
- c. That the parties shall take all reasonable and necessary steps to prepare the property for listing and sale.
- d. That Teresa shall provide the names of three qualified real estate agents to Steven, and Steven shall choose one within five (5) days of receiving the names.
- e. That the parties agree that the home will be sold “as-is”.
- f. That the parties shall cooperate in good faith with the listing, marketing, and sale of the Property and shall execute any documents reasonably necessary to facilitate the sale.

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- g. Upon the closing of the sale, all mortgages, liens, taxes, customary closing costs, and other expenses necessary to complete the sale shall be paid from the sale proceeds. After payment of such amounts, all net proceeds from the sale of the Property shall be awarded to Teresa as her sole and separate property, free and clear of any claim by Steven.
- h. The parties agree that Teresa's receipt of 100% of the net proceeds from the sale of the Property is in lieu of alimony. In consideration of receiving all net sale proceeds, Teresa waives any claim to past, present, or future alimony from Steven and any claim to Steven's earned or future bonuses. Steven shall retain 100% of any bonuses he receives, and Steven, in turn, waives any claim to any portion of the net proceeds from the sale of the Property.
- i. The parties intend this provision to constitute a full, final, and complete resolution of all claims either party may have to the Property and its sale proceeds.

5. ALIMONY:

- a. The parties acknowledge that Teresa has asserted a claim for alimony and that Steven disputes the amount, duration, and necessity of any alimony award.
- b. In consideration of the agreements contained in this Stipulation, including but not limited to Teresa's receipt of all net proceeds from the sale of the real property located at 39 S. 4100 W., Ogden, Utah 84404, Teresa hereby waives any claim for past, present, or future alimony from Steven.

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- c. Steven shall have no obligation to pay alimony to Teresa, and neither party shall have any claim against the other for alimony following entry of the Decree of Divorce.
- d. The parties intend this waiver of alimony to be full, final, and non-modifiable. The Court shall be divested of jurisdiction to award or modify alimony in the future.

6. PERSONAL PROPERTY:

- a. Property Awarded to Teresa:
 - i. Teresa shall be awarded all personal property owned by her prior to the marriage.
 - ii. Teresa shall be awarded all gifts received by her during the marriage.
 - iii. In addition, Teresa shall be awarded the following personal property, including but not limited to:
 - 1. 2009 Buick LaCrosse;
 - 2. Her wedding ring and all other jewelry in her possession;
 - 3. Washer and dryer;
 - 4. Her pedal bicycle;
 - 5. Front couch;
 - 6. Back couch;
 - 7. Two (2) of the three (3) fish mounts of her choosing;
 - 8. Her NordicTrack bike;

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9. All small kitchen appliances;
10. Freezer and all meat contained therein;
11. Flat-top grill;
12. Table, chairs, and outdoor fire pit set;
13. All salon equipment belonging to her;
14. Teresa may retain a reasonable selection of basic household and home-maintenance tools for her personal use;
15. Her Bed made by Steven and gifted to Teresa; and
16. All personal property currently in her possession.
17. As part of the equitable division of marital property, Teresa shall also receive one-half (1/2) of the fair market value of the boat and camper. The parties agree that the amount awarded to Teresa for these items shall be \$3,500.00 to be paid to Teresa within 60 days of the entry of the Final Decree of Divorce.

b. Property Awarded to Steven.

- i. Steven shall be awarded all personal property owned by him prior to the marriage.
- ii. Steven shall be awarded all gifts received by him during the marriage.
- iii. In addition, Steven shall be awarded the following personal property, including but not limited to:

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1. Ranger boat;
2. Camper;
3. TW 200 motorcycle;
4. Horse trailer;
5. Power washer;
6. Smoker;
7. His pedal bicycle;
8. His guns;
9. Gun safe;
10. Three elk head mounts;
11. Deer head mount;
12. His tools and workshop tools;
13. His Saddle gifted to him by Teresa; and
14. One fish mount, subject to Teresa's right to select two (2) fish mounts.

- c. Any firearms belonging to the parties' children shall be delivered to the respective child-owner and shall not be considered marital property subject to division.
- d. Any marital personal property not specifically addressed herein shall be equitably divided between the parties. In the event the parties are unable to agree upon the

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- distribution of any remaining personal property, they shall first participate in mediation prior to seeking relief from the Court.
- e. Until all property has been distributed, neither party shall sell, transfer, conceal, encumber, damage, dissipate, or otherwise dispose of any property that is subject to division.
 - f. All property awarded herein shall be exchanged and delivered to the receiving party within thirty (30) days following entry of the Decree of Divorce, unless otherwise agreed by the parties in writing.
 - g. The parties shall make a good-faith effort to agree upon the division and fair market value of any remaining personal property to be divided between them, including but not limited to household goods, furnishings, tools, equipment, collectibles, and other tangible personal property. If the parties are unable to agree upon the fair market value of any item of personal property, the parties shall first attempt to agree upon a mutually acceptable method of valuation, including appraisal, dealer valuation, comparable-market pricing, or other reliable valuation method.
 - h. If the parties are unable to agree upon the value or division of any disputed item within 30 days after entry of this Decree, then the disputed item shall be sold in a commercially reasonable manner. Unless otherwise agreed in writing, the sale shall occur through a mutually agreed private sale, consignment, auction, or online marketplace. The net proceeds of sale, after payment of any reasonable costs of sale,

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shall be divided equally between the parties, unless otherwise specifically provided in this Decree.

- i. Neither party shall unreasonably withhold consent to a commercially reasonable sale method, nor shall either party intentionally damage, conceal, dispose of, encumber, or diminish the value of any disputed item before sale. Until the disputed item is sold or otherwise divided by written agreement, the party in possession of the item shall preserve it in substantially the same condition, ordinary wear and tear excepted.

7. BANK ACCOUNTS:

- a. Each party is awarded, as his or her sole and separate property, all bank accounts and funds held solely in that party's individual name.
- b. The parties maintain the following joint financial accounts:
 - i. America First Credit Union; and
 - ii. Wasatch Peaks Credit Union.
- c. The parties shall equally divide all funds held in their joint accounts as of the date of execution of the Stipulation. Prior to such division, Teresa shall receive \$400 from the joint funds, representing funds she received from her separate 2025 tax return. After distribution of the \$400 to Teresa, the remaining balance in each joint account shall be divided equally between the parties, with each party receiving fifty percent (50%).

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- d. Neither party shall withdraw, transfer, spend, conceal, or otherwise dissipate funds from the joint accounts except by written agreement of the parties or further order of the Court.
- e. Following the equal division of the funds, the parties shall cooperate in good faith and take all steps reasonably necessary to close the joint accounts.
- f. Each party shall execute any documents and provide any information reasonably necessary to complete the division of funds and closure of the joint accounts.

8. BUSINESS:

- a. Teresa is awarded all right, title, and interest in and to her home salon business, including all business assets, equipment, inventory, accounts, goodwill, and any other property associated therewith, as her sole and separate property, free and clear of any claim, right, title, or interest of Steven.
- b. Steven shall execute any documents reasonably necessary to confirm Teresa's sole ownership of the business and any related assets.

9. DEBTS:

- a. Teresa shall be solely responsible for and shall timely pay the following debts:
 - i. Any and all debts incurred in her individual name on or after the parties' separation date of September 19, 2025; and
 - ii. The Discover Card account ending in 8376.
- b. Steven shall be solely responsible for and shall timely pay the following debts:

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- i. Any and all debts incurred in his individual name on or after the parties' separation date of September 19, 2025.
- c. Each party shall indemnify, defend, and hold the other harmless from any liability, claim, collection action, attorney fees, costs, interest, penalties, or damages arising from the debts allocated to that party under this Stipulation.
- d. The allocation of debts set forth herein is intended to be binding between the parties. In the event either party discharges an assigned debt in bankruptcy or otherwise fails to pay an assigned debt, that party's obligation to indemnify and hold the other party harmless shall remain enforceable to the fullest extent permitted by law.

10. RETIREMENT:

- a. The parties agree that all retirement benefits and retirement accounts accrued during the marriage constitute marital property to the extent provided by law, regardless of the name in which any such account or benefit is held.
- b. Each party shall be awarded fifty percent (50%) of the marital portion of the other party's retirement accounts and retirement benefits. The marital portion of each retirement account shall be determined pursuant to the Woodward formula, with the marital period beginning on the date of the parties' marriage and ending on the date of entry of the Decree of Divorce.

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- c. Within fourteen (14) days following entry of the Decree of Divorce, each party shall provide all statements, plan information, account information, and other documentation reasonably necessary to identify and determine the marital portion and value of each retirement account or retirement benefit held in that party's name.
- d. After the marital portion of the parties' respective retirement accounts has been identified and valued, the parties shall equalize their respective marital retirement interests so that each party receives one-half (1/2) of the total marital retirement benefits subject to division under this Stipulation.
- e. To minimize the expense and administrative burden associated with preparing multiple Qualified Domestic Relations Orders ("QDROs"), the parties agree that, to the extent permitted by the applicable retirement plan or plans, the division and equalization of the parties' marital retirement interests shall be accomplished through a single QDRO transferring the appropriate amount from Steven's retirement account to Teresa. The amount transferred shall be calculated after taking into account Teresa's equitable interest in the marital portion of Steven's retirement benefits and Steven's equitable interest in the marital portion of Teresa's retirement benefits.
- f. If a single QDRO cannot lawfully or administratively accomplish the intended equalization, the parties shall cooperate in preparing and entering such additional QDROs, domestic relations orders, transfer documents, or other instruments as are reasonably necessary to effectuate the equal division contemplated herein.

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g. Teresa shall be responsible for the reasonable fees and costs associated with the preparation of the QDRO or other domestic relations order necessary to effectuate the retirement division contemplated by this Stipulation.

h. Each party shall execute all documents and take all actions reasonably necessary to carry out the division and transfer of retirement benefits contemplated by this Paragraph. If either party fails to cooperate, the other party may seek appropriate relief from the Court, including an award of reasonable attorney fees and costs incurred in enforcing this provision.

11. TAXES:

a. The parties shall file their own tax returns separately from each other for the year of 2025 and forward.

b. That each will hold harmless and indemnify the other from any tax liabilities due to their own tax returns.

1. MAIDEN NAME: That Teresa is restored to her maiden name of TERESA THOMPSON, if she so desires.

2. ATTORNEY'S FEES:

a. Each party shall pay their own attorney's fees and costs.

b. That if either party defaults in his or her obligation hereunder or must seek relief from the Court in the enforcement or modification of the Decree of Divorce, the non-

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prevailing party should be liable to the other party for all reasonable expenses, including attorney fees and court costs actually incurred.

3. 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.
- c. Unless otherwise agreed the foregoing shall be completed within 30 days of the entry of the Decree of Divorce.

4. MUTUAL RESTRAINING ORDER:

- a. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.
- b. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove the child from any situation in which the other parent is being disparaged in any way.

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- c. The parties shall not make any disparaging remarks to/and/or contact the other party's work place or co-workers.
- d. The parties shall delete all pictures that are of an intimate nature and shall ensure that they are not distributed in any form.
- e. The parties shall no longer have access or use any passwords or accounts of the other person. The parties shall not electronically monitor the other person, such as air tags or other electronic monitoring devices. All permissions that have been previously been granted to access anything like e-mail, or subscriptions is hereby revoked. The parties are now totally separate entities.

1. ENFORCEMENT: If either Party is required to bring an action to enforce the terms of this Agreement, the prevailing Party shall be entitled to an award of his or her reasonable attorney fees and costs incurred in connection with such enforcement action.

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

COURT SIGNATURE AND DATE APPEAR AT THE TOP OF FIRST PAGE

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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/Olivia A. Lewis

Olivia A. Lewis

Attorney for Steven Thompson

CERTIFICATE OF SERVICE

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

Olivia A. Lewis
480 E. Winchester Street, Suite 200
Murray, UT 84107
Olivia.L@burtonlawfirm.com

E-Mailed
Facsimile
Hand delivery
E-Filed

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The foregoing was performed on August 18, 2026.

/s/ Tammy Cragun
Paralegal

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