The Order of the Court is stated below:
Dated: October 05, 2026 11:11:03 AM
/s/ MATTHEW J HANSEN
District Court Judge

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IN THE SECOND JUDICIAL DISTRICT COURT OF WEBER COUNTY

STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF: MARC AARON MONTGOMERY, v. JODI CHRISTINE MONTGOMERY.	**JUDGMENT OF LAW AND DECREE OF DIVORCE** Civil No: 254902103 DA Commissioner Brandon Richards Judge Matthew Hansen

THIS MATTER having come on before the Honorable Michael Edwards, Judge presiding, the papers appearing to be in order; Jodi Montgomery was duly served with a copy of the Verified Petition and a copy of the Summons and filed an Answer; whereas the parties have entered into a Stipulation settling all of their property rights, alimony, debts and obligations, attorney's fees, court cost and other kindred matters, and the Court having been fully informed in the premises, and having entered separate Findings of Fact and Conclusions of Law, enters the following,

NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. **Divorce**. The parties are granted a mutual Decree of Divorce from each other on the grounds of irreconcilable differences, same to become final upon signing and entry.

2. **ALIMONY.** Marc is ordered to pay Jodi $800.00 per month for alimony beginning the 25th of each month beginning the 1st of September 2026, then beginning the 1st of September 2028, alimony will be paid $700.00 per month and terminate after two more years for a total of four years of alimony. Alimony shall be paid by direct deposit from Marc to Jodi through electronic bank transfer. Alimony shall terminate earlier upon the remarriage of Jodi Montgomery, cohabitation as defined by law of Jodi Montgomery or the death of either party.

3. **DEBTS**. That responsibility for the parties' debts is ordered as follows:

(a) Marc Montgomery shall pay those debts in his name, one-half of the 2019 taxes owing and the full amount owing for the 2024 taxes to the Internal Revenue Service with its associated penalties and interest, and to indemnify, defend and hold Jodi Montgomery harmless therefrom.

(b) Jodi Montgomery shall pay those debts in her name, one-half of the 2019 taxes owing and the full amount owing for the 2023 taxes to the Internal Revenue Service with its associated penalties and interest and to indemnify, defend and hold Marc Montgomery harmless therefrom.

4. **MARC'S PERSONAL PROPERTY**. Marc is awarded those items of personal property currently in his possession, the television in his bedroom, television located in the upstairs family room, all small appliances that were purchased after the filing of the Divorce action, his guns, his tools, green Kayak and camping hear with the exception of the awning and

Jodi's camping chairs, together with his personal belongings and effects.

5. **JODI'S PERSONAL PROPERTY**. Jodi is awarded those items of personal property currently in her possession, the dogs named Walter, Hank and Herbie along with all of their belongings, small appliances with the exception of those that were purchased after the filing of this Divorce action, queen bed (upstairs), one king bed (upstairs), Samsung television in the downstairs family room, Vizio television that was located in the upstairs bedroom, large mixer, holiday decorations, cameras and camera lenses, sheets, towels, and washcloths from the upstairs bathroom, pots and pans, one crockpot, colorful knife set, all of her jewelry including her wedding set, white side tables, large and small lifetime folding tables, children's toys from the downstairs and garage, wood shelf in the downstairs family room, furniture and personal items in the downstairs bedroom, hope chest, large dresser, large kitchen cabinet, kitchen table and chairs, four-wheeler, Vizio Onn television located in her room, the awning, her camping chairs, washer and dryer, Jeep Grand Cherokee, together with her personal belongings and effects.

6. **NISSAN ALTIMA.** Marc is ordered to pay to Jodi the sum of $1,250.00 within one month of the signing of the Stipulation, in exchange for an award to him of the Nissan Altima. Any liens or monies owing on the Nissan Altima shall be taken care of by Marc and he is ordered to hold Jodi harmless and to indemnify her.

7. **REAL PROPERTY**. The parties own a home and real property located at 1034 West 4250 South, Riverdale, Utah 84405 which has been sold. All financial obligations of the home and real property shall be paid first and the remaining equity or sales proceeds shall be split evenly 50/50 between the parties.

8. **HOME INSURANCE**. Any refund received from the mortgage company

associated with the home insurance shall be equally divided between the parties within fourteen (14) days of receipt.

9. **RETIREMENT**. One or both of the parties has obtained pension and/or retirement benefits during the course of the marriage which have been fully disclosed. Jodi is awarded the sum of $123,000.00 from Marc's 401(k) with the Utah Retirement Systems. The parties shall work together in preparing an appropriate order for division of that 401(k) account.

The order(s)/(Q)DRO(s) and/or other forms required in order to effectuate division of the retirement shall be prepared by Rori Hendrix, with the parties to share equally the preparation costs. The parties shall cooperate in order to provide to Rori any requested documents and information (including but not limited to statements) needed in conjunction with preparation, and shall also complete and sign any forms and/or other documents required in order to complete division of the account. The division order shall be subject to both party's review and approval prior to being filed with the Court. The parties shall share equally any fees charged by any plan in connection with implementation of the division order. The parties should endeavor to complete this QRDO/order as quickly as is reasonably possible, but if the QRDO/order has not been completed within 90 days of the signing of this Stipulation due to the refusal of one party to participate in the retirement transfer process, the complying party may request the Court to compel the non-complying party to participate in the retirement transfer process.

10. **PENSION.** Marc's pension is awarded to him, free and clear of any interest of Jodi Montgomery based on the award of the 401K.

11. **FAMILY CABIN.** An additional $3,000 is ordered to be paid by Marc to Jodi Montgomery in cash in exchange for an award of the family cabin free and clear of Jodi

Montgomery. Marc is awarded his interest in the family cabin free and clear of any interest in Jodi.

12. **INCOME TAX RETURNS**. Marc Montgomery and Jodi Montgomery filed separate income tax returns for the 2025 tax year. Marc owes $3,814.86 for his taxes, and Jodi's 2025 refund has already been applied to back taxes. Marc is solely responsible for the $3,814.86 owed for the 2025 tax year. Jodi shall not be liable for this debt and Marc shall hold her harmless therefrom. The parties shall continue filing separate federal and state income tax returns for the tax years 2026 on.

13. **MUTUAL RESTRAINING ORDERS.** Both parties are mutually restrained from contacting, bothering or harassing the other party. Communication should be narrowly limited to written, civil communications necessary to effectuate the terms of this agreement.

14. **TRANSFER OF PROPERTY**. Each party or their heirs or assigns shall immediately deliver all property awarded to the other party in their possession and execute all documents and titles necessary to effectuate a property transfer as set forth in this Agreement, including automobile titles, tax forms and/or any other instrument necessary to carry out the intentions of this Stipulation and Property Settlement Agreement.

15. **NOTICE TO CREDITORS**. The parties are ordered to provide a certified copy of the final Order or Decree of Divorce to all creditors pursuant to Utah Code Annotated Sections 30-3-5(1)(c) and 15-4-6.5 and do any follow-up necessary to effectuate these statutes. With respect to either party who is not ordered to make payments under Utah Code Annotated Sections 30-3-5 and 30-4-3 on the joint obligations, no negative credit report under Utah Code Annotated Section 70C-7-107 and no report of the debtor's repayment practices or credit history

under Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of the Court's order as required under Utah Code Annotated Section 15-4-6.5(2), unless the creditor has made a demand on the joint obligor not ordered to pay the debt, for payment because of the failure to make payments by the joint obligor ordered to make the payments.

16. **ATTORNEY'S FEES**. Each party is to pay their own attorney's fees and costs.

17. **NAME CHANGE.** Jodi Montgomery shall hereinafter be known as Jodi Spens and will change her name where needed.

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THE COURTS ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT

APPROVED AS TO FORM AND CONTENT

/s/ Holly Christensen
HOLLY CHRISTENSEN
Attorney for Jodi Montgomery
(Signed by F. Kim Walpole
with permission of Holly Christensen)

CERTIFICATE OF MAILING

I hereby certify that on the 16th day of September 2026, I served a true and correct copy of the above and foregoing **JUDGMENT OF LAW AND DECREE OF DIVORCE,** by email to the following:

Holly Christensen Cowdin & Gatewood, LLC. Attorney for Jodi Montgomery 1785 East 1450 South, Suite 250 Clearfield, Utah 84015 support@cowdingatewood.com	__ U.S. Mail ___ Facsimile _X_ Email __ E-Filing ___ Other _____

/s/ F. Kim Walpole