The Order of the Court is stated below:
Dated: November 05, 2026 04:23:51 PM **/s/** H. CRAIG HALL
District Court Judge

RED LAW PLLC
1Trevor D. Osborn #14742
2666 North 400 East
North Ogden, Utah 84414
Telephone: (801) 477-0733
Email: trevor@redlawutah.com

Attorney for David Benstog

PRIVATE RECORD

IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR

WEBER COUNTY, STATE OF UTAH

In the Matter of the Child of: **BARBARA BENSTOG,** Petitioner, and **DAVID STANLEY BENSTOG,** Respondent.	**DECREE OF DIVORCE** Case No: 244901427 Judge: Craig Hall Commissioner: Catherine Conklin

The Court, having received the parties' Partial Stipulation for Divorce, and having conducted a bench trial on the remaining contested issues before the Honorable Craig Hall, District Court Judge, on October 1, 2026, and having entered Findings of Fact and Conclusions of Law on October 2, 2026, and based on the evidence presented at trial, hereby ORDERS, ADJUDGES, AND DECREES as follows:

JURISDICTION

1. The parties were both bona fide residents of Weber County, State of Utah, and had been for three (3) months immediately prior to the filing of this action in accordance with Utah Code §81-4-402(1).

2. Petitioner and Respondent are husband and wife, having been married on October 10, 1985, in Ogden, Utah.

GROUNDS

3. The parties shall be awarded a divorce from one another on the grounds of irreconcilable differences because the parties have been unable to resolve their marital problems, making continuation of the marriage impossible.

CHILDREN

4. The parties do not have any minor children.

ASSETS AND DEBTS

5. Real Property: The parties have a marital interest in real property located at 501 South 10,000 East, Huntsville, UT 84317 (“Huntsville Home”) and 312 East 350 North, Ivins, UT 84738 (“Ivins Home”).

6. Award of Ivins Home: The real property located at 312 East 350 North, Ivins, Utah 84738 ("Ivins Home") is hereby awarded to Petitioner, Barbara Benstog, as her sole and separate property, free and clear of any right, title, claim, or interest of Respondent, David Stanley Benstog. Barbara shall be solely responsible for all future mortgage obligations, utilities, maintenance, insurance, and tax liabilities associated with the Ivins Home going forward, and shall hold David harmless therefrom.

7. Award of Huntsville Home: Pursuant to the Partial Stipulation, the real property located at 501 South 10,000 East, Huntsville, Utah 84317 ("Huntsville Home") is hereby awarded to Respondent, David Stanley Benstog, as his sole and separate property, free and clear of any right, title, claim, or interest of Barbara. David shall be solely responsible for all future maintenance, utilities, insurance, and encumbrances associated with the Huntsville Home,

and shall hold Barbara harmless therefrom.

8. Execution of Conveyance Deeds: By October 16, 2026, David shall execute and deliver to Barbara's counsel a Quit Claim Deed relinquishing all interest in the Ivins Home. Simultaneously, Barbara shall execute and deliver to David's counsel a Quit Claim Deed relinquishing all interest in the Huntsville Home.

9. Satisfaction of Net Equity Buyout Payment: By November 1, 2026, David shall pay to Barbara the exact net real estate equity buyout payment of $478,506.05 ($610,000.00 baseline credit minus David's 50% 401(k) equalization credit offset of $131,493.95 based on Barbara's $378,983.09 balance vs. David's $115,995.19 balance). Payment shall be tendered via cashier's check or wire transfer into the trust account of Barbara's counsel.

10. Surrender of Huntsville Possession: Barbara shall surrender exclusive possession of the Huntsville Home to David by November 1, 2026, or upon receipt of the net equity buyout payment, whichever occurs first. During this occupancy transition period, Barbara shall maintain the Huntsville Home in good, clean condition and shall refrain from damaging or removing any property awarded to David.

11. 2026 Real Property Taxes: Pursuant to Paragraph 12 of the Partial Stipulation, the 2026 real property taxes for both the Huntsville Home and the Ivins Home shall be split equally (50/50) between the parties at the time tax payments fall due or at final buyout closing.

12. Personal Property Exchange: The parties shall fully cooperate through counsel to complete the exchange and retrieval of awarded personal property items identified in Exhibit A of the Partial Stipulation by November 1, 2026.

13. Additionally, David inherited various gold and silver from his brother. All gold and silver

shall be awarded to David, free and clear of any claim from Barbara. David shall also retain his separate interest in his inherited family cabin, free from any claim from Barbara.

14. The parties shall each be awarded the financial accounts held in their respective names. If applicable, the parties shall equally divide any and all joint checking, savings, credit, or other accounts, and shall not incur any additional charges on such joint accounts. After dividing the balance of such accounts, the accounts shall be closed.

15. Debts: The parties will each assume and hold the other harmless from liability on debts in their respective names.

16. Insurance Policies: As of the date this Stipulation is signed, the parties shall be responsible for their own health insurance coverage. The parties shall also be awarded their own life insurance policies and shall each be responsible for paying the monthly premiums on such policies going forward.

RETIREMENT ACCOUNTS

17. The parties shall be awarded the 401k accounts held in their respective names.

18. The parties shall each be awarded a *Woodward* share of one another's pensions. The parties shall utilize the services of Rori Hendrix to draft any necessary QDROs. The parties shall fully and timely cooperate with Rori's requests and share equally in the costs of her services.

ALIMONY

19. Neither party shall be awarded alimony, past, present or future.

TAXES

20. The parties will file their taxes for the 2026 tax year separately, with each party being solely awarded any refund or obligation associated with their own tax return.

MISCELLANEOUS

21. Adoption of Findings: This Order adopts by reference all other provisions of the Court's Findings of Fact, Conclusions of Law, and Order entered on October 2, 2026 that are not already included herein.

22. The parties are bound by the following mutual restraining orders:

a. Communication: The parties shall not communicate with each other directly. This provision shall remain in place indefinitely, and shall include events where both parties may be present. If the parties need to communicate information to effectuate the terms of this Agreement, they shall communicate through a third party or through their attorneys.

b. Harassment and Abuse: Both parties are mutually restrained from harassing, stalking, annoying, intimidating, or committing any act of physical abuse, emotional abuse, or domestic violence against the other party. Each party shall maintain a respectful distance and demeanor in any necessary interactions.

c. Property and Residence: Both parties are restrained from entering or coming onto the property or residence of the other party without express written permission. This includes refraining from driving by or loitering near the other party's home, workplace, or temporary residence unless specifically permitted by court order or for legitimate, court-approved purposes.

d. Financial Conduct: Both parties are restrained from incurring any debts or obligations in the name of the other party, disposing of jointly held property, or hiding, transferring, or destroying marital assets, except as permitted by written

agreement or court order.

e. Confidential Information: Both parties are restrained from disclosing or using any confidential or sensitive personal information obtained during the marriage (e.g., financial information, medical history, personal correspondence, passwords) for the purpose of harassment, manipulation, public exposure, or other illegitimate purpose.

f. Social Media and Public Statements: Both parties are mutually restrained from posting, sharing, or publishing any negative, derogatory, or disparaging comments, images, or information about the other party on social media platforms, blogs, forums, or any other public or semi-public medium. This includes but is not limited to Facebook, Instagram, X (formerly Twitter), TikTok, Snapchat, Reddit, and similar platforms. Both parties shall also refrain from encouraging or permitting third parties to make such posts on their behalf or with their knowledge.

g. Third Parties: Neither party shall induce, permit, or encourage third parties (including family, friends, or acquaintances) to take actions on their behalf that would violate any of these restraining orders. Each party shall take reasonable steps to prevent such third-party conduct.

23. Cooperation: Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect change in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to insure that the Decree of Divorce is

carried out in every detail.

24. General Catchall Compliance: All remaining ministerial tasks, accounts divisions, QDRO submissions to Rori Hendrix, tax filings, and document executions necessary to effectuate the Partial Stipulation and the Court's orders shall be fully completed by December 1, 2026.

25. Last Name: Barbara may be restored to her maiden name, if she so desires.

26. Attorney Fees and Costs: The parties shall each be responsible for their own attorney fees and costs.

27. Mediation: The parties understand that future modifications to this Agreement may become necessary and that prior to filing any petition to modify the parties are required to first attempt in good faith to reach an agreement concerning their issues through a court approved mediator.

*****END OF ORDER*****

ORDER BECOMES EFFECTIVE ON THE DATE OF THE ELECTRONICALLY ADDED SIGNATURE AND SEAL AT THE TOP RIGHT-HAND CORNER OF PAGE ONE.

Approved as to Form and Content:

_____
Mohammad Khan
Attorney for Barbara Benstog

NOTICE TO PARTIES

PLEASE TAKE NOTICE that the undersigned, Trevor D. Osborn, attorney for Petitioner, will submit this Decree of Divorce to the Judge for his/her signature upon the expiration of seven days from the date of this notice, together with three days for mailing, unless written objection is filed prior to that time, pursuant to Rule 7(j) of the Utah Code of Civil Procedure. Please govern yourself accordingly.

CERTIFICATE OF DELIVERY

I hereby certify that on this 19th day of October, 2026, I served a true and correct copy of the foregoing to the following via e-mail:

Mohammad Khan
Mohammad@cowdingatewood.com

/s/ Lizette Rodriguez