The Order of the Court is stated below:
Dated: November 17, 2026 08:12:14 PM **/s/** H. CRAIG HALL
District Court Judge

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

IN THE MATTER OF THE MARRIAGE OF: KIMBERLY SESSIONS GRIFFITH, Petitioner, vs. KENNY PETER MARSALA, Respondent.	**STIPULATED DECREE OF DIVORCE** Case No: 264901765 Judge: HALL Commissioner: RICHARDS

THIS AGREEMENT, is made and entered into voluntarily by and between KIMBERLY GRIFFITHS, Petitioner, and KENNY MARSALA, Respondent.

NOW THEREFORE, in consideration of the premises and of the covenants and promises contained herein, the above-named parties hereby stipulate, agree, concur, and warrant to the court as follows:

JURSIDICTION AND GROUNDS FOR DIVORCE

1. Petitioner has been a resident of Weber County, State of Utah, for more than three months prior to the filing of this action.

2. This court has jurisdiction over and authority to decide all issues of fact and law pertinent to this action, pursuant to U.C.A. §81-4-402(1) and/or other statues and rules pertinent to the disposition of this matter.

3. The parties were married on September 29, 2023 in Ogden City, Weber County, Utah.

4. During the course of this marriage the parties have suffered irreconcilable differences and they are no longer able to continue in the marriage.

5. The parties have separated but continue to reside together in the marital residence.

6. Petitioner should be awarded a *Decree of Divorce* from Respondent.

7. No children have been born or adopted of this marriage, and none are expected.

PUBLIC ASSISTANCE

8. Neither party receives public assistance.

TAXES

9. Each party shall be solely responsible for any tax liability attributable to their respective income, including retirement account distributions, for tax year 2026, and each party shall be entitled to any tax refund attributable to their respective income and withholdings.

10. Each party is to pay for or receive their own taxes for all subsequent years after 2026.

ALIMONY

11. Neither party is in need of alimony from the other, since both either can, or do already, work.

INHERITANCE

12. Each party should retain any inheritance each has acquired.

RETIREMENT

13. Petitioner shall be shall be awarded fifty percent (50%) of the marital portion of any and all retirement, pension, 401(k), 403(b), IRA, deferred compensation, profit-sharing, and other retirement or employment-related benefits accrued by Respondent during the marriage, including all gains, losses, interest, and other increases or decreases attributable to the marital portion through the date of distribution.

14. To the extent a Qualified Domestic Relations Order ("QDRO") or other similar order is required to divide or transfer such retirement benefits, Respondent shall be solely responsible for the preparation and submission of the necessary order(s) and shall pay one hundred percent (100%) of all fees, costs, and expenses associated with the preparation, review, approval, entry, and implementation of each QDRO or other required order.

ASSETS

15. Petitioner is to keep the 2010 Fusion.

16. Respondent is to keep the 2010 Corolla.

17. All other remaining property is to be divided as the parties have agreed, or may agree, by stipulation.

REAL PROPERTY

18. The parties have a joint ownership interest in the real property located at 4942 S. 475 W., Ogden, Utah 84405 (hereinafter referred to as the "Marital Home").

a. The Marital Home shall be appraised and listed for sale with a realtor selected by Petitioner no later than sixty (60) days after entry of the Decree of Divorce.

b. Pending the sale of the Marital Home, the parties shall continue to be equally responsible for the mortgage payments, property taxes, homeowners insurance, utilities and any other necessary expenses associated with the Marital Home, unless otherwise agreed upon in writing. The parties shall cooperate in maintaining the Marital Home in a reasonable condition for sale and shall not interfere with the listing, showing, or sale of the property.

c. Both parties shall cooperate in good faith with the sale of the Marital Home, including consideration of reasonable offers and execution of all documents necessary to complete the sale. Neither party shall unreasonably withhold consent to a bona fide offer consistent with the recommendations of the listing real estate agent.

d. Upon the sale of the Marital Home, the parties shall equally divide the net proceeds after payment of the mortgage, closing costs, realtor fees, and any other customary costs of sale.

e. The net proceeds shall be divided equally between the parties at closing through the title company or closing agent, unless otherwise agreed upon in writing.

DEBTS

19. The parties will be responsible for paying debts in their own names.

20. Petitioner is unaware of any other debts, but if there are, Respondent will pay them.

MUTUAL RESTRAINING ORDERS

21. The parties should be permanently restrained from bothering, harassing, annoying, threatening, or harming the other at any time and at any place.

DOCUMENTS

22. Each party should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the *Decree of Divorce*. Should a party fail to execute a document within 60 days of the entry of the *Decree* herein, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to rule 70 has the same effect as if executed by the disobedient party.

23. The Court orders that in the event that either party defaults in his or her obligations herein, or must seek relief from the Court in the enforcement or modification of the *Decree of Divorce*, the prevailing party should be entitled to all reasonable expenses, including attorney fees and court costs actually incurred for the relief sought in enforcing the *Decree of Divorce*.

24. Petitioner will pay for the attorney fees and court costs incurred through the course of this divorce unless Respondent contests this divorce. If so, Respondent should pay one-half (½) of Petitioner's attorney fees, or $3,000, whichever is greater.

End of Agreement – Signatures to Follow

DATED this 16th day of November, 2026

/s/ Kimberly Griffith
Signed electronically with permission
Petitioner

/s/ Kenny Marsala
Signed electronically with permission
Respondent

/s/ Chad B. McKay
Attorney for Petitioner

----Date and Court signature appear at the upper right corner of the first page of this document---

----------END OF ORDER----------

APPROVED AS TO FORM AND CONTENT:

/s/ Kenny Marsala
Signed electronically with permission
Respondent

CERTIFICATION OF SERVICE

I do hereby certify that on November 16th, 2026, I served a true and correct copy of the foregoing *Decree of Divorce* via E-Filing and in person (in office) to the following as indicated below:

KENNY MARSALA
Respondent

/s/ Heather Tezak

7 *Legal Assistant*