Dated: September 06, 2022

12:48:17 PM



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Petitioner's Attorney

# IN THE FOURTH JUDICIAL DISTRICT COURT UTAH COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF

Petitioner.

NOEL LYNN STARR ADAMSON,

&

CAMERON CHRISTIAN ADAMSON,

Respondent.

**DECREE OF DIVORCE** 

Case No. 224400294

Judge Thomas Low

Commissioner Marian Ito

Petitioner, Noel Adamson, through her attorney, G. Clayton Randle of Brown Family Law, LLC, and Respondent, Respondent, Cameron Adamson, through his attorney, Peter Kern, of The Law Offices of Peter Kern, PLLC, stipulate to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on August 24, 2022. From the records, files, and papers in this matter, the Court being fully advised, and having

previously made and entered its Findings of Fact and Conclusions of Law, now

# ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and the Parties are hereby awarded a Decree of Divorce from each other, to become absolute and final upon entry by the Court.

## PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

- 2. Parties shall abide by the following mutual restraining orders:
  - A. Parties shall not harass or threaten each other.
- B. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations.

#### PROVISIONS REGARDING TAXES

3. Parties shall file married, filing jointly for federal and state taxes for 2021. Any tax refund shall be divided evenly between Parties and any liability shall be paid by Cameron. Cameron shall indemnify and hold Noel harmless for any tax liability. Cameron shall provide the 2021 tax return to Noel no later than August 31, 2022.

# PROVISIONS REGARDING DEBTS AND OBLIGATIONS

4. During the course of the marriage, Parties acquired certain debts and obligations. These debts shall be divided, as follows:

DESCRIPTION	RESPONSIBLE PARTY:
Noel's AMEX Cash	Noel
Magnet Card	
Cameron's own	Cameron
card/account on Noel's	
AMEX Cash Magnet	
Card	
Noel's AMEX Delta	Noel
SkyMiles Gold Card	
Cameron's own	Cameron
card/account on Noel's	
AMEX Delta SkyMiles	
Gold Card	
Noel's AMEX Delta	Noel
SkyMiles Platinum Card	
Cameron's own	Cameron
card/account on Noel's	
AMEX Delta SkyMiles	
Platinum Card	
Chase Sapphire Credit	Cameron
Ċard	
Goldman Sachs Apple	Cameron
Credit Card	

- A. If there are any other debts, the debt shall be the responsibility of Party incurring the debt. Parties shall close any joint credit cards after the balances are paid.
- B. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

- C. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.
- D. As authorized by Utah Code Annotated, Section 30-3-5(2) (c)(ii), Parties shall notify respective creditors or obliges, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.
- E. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

# PROVISIONS REGARDING PERSONAL PROPERTY

- 5. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:
- A. Parties are hereby awarded vehicles as follows: (1) Noel is hereby awarded the 2015 Audi Q5 and (2) Cameron is hereby awarded any other vehicles in his possession. Each Party shall be responsible for all remaining payments due on the vehicle in their possession. Each Party shall remove other Party's name from the vehicle insurance policy as soon as practicable. Each Party shall remove other Party's name from the vehicle's title as soon as practicable. Each Party shall refinance the vehicle into his or her own name within ninety days of the entry of the Decree of Divorce. If

Party is unable to refinance the vehicle within ninety days, then the vehicle shall be immediately placed for sale and the Party shall be responsible for any remaining debt on the vehicle or be awarded the remaining equity.

- B. Cameron is hereby awarded Parties' dog.
- C. Each Party is hereby awarded the bank accounts held in his or her own name.
- D. Cameron is hereby awarded the Robinhood investment account.
- E. Each Party is hereby awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.
- F. Parties shall duplicate any desired family pictures and videos, so each Party has a copy. Parties shall share the costs of duplication equally.
- G. Noel is hereby awarded her interest/debt/note in her parents' business free and clear from any claim from Cameron or his family and any of their heirs and assignees, including any business entities owned by Cameron or his family. Cameron is hereby awarded any real estate investments held jointly with his parents (unless otherwise stated herein) free and clear from any claim from Noel.

H. The remaining personal property shall be divided as Parties have already agreed or as presently divided.

#### PROVISIONS REGARDING REAL PROPERTY

- 6. During the course of the marriage, Parties acquired real property located at 887 Horizon Drive, Lehi Utah, 84043, legal description: LOT 123, CROSSING AT TRAVERSE, PHASE 1 SUB AREA 0.196 AC. Cameron is hereby awarded sole possession and control of the home and shall be solely responsible for mortgage payments and all other financial obligations regarding the real property, including but not limited to the debt to Cameron's parents. Cameron shall prepare the required documents to release Noel from the debt to Cameron's parents.
- A. Cameron shall refinance all mortgages on, and transfer all obligations related to, the real property into his own name within ninety days of entry of the Decree of Divorce. Cameron shall be awarded all equity in the home.
- B. If Cameron is unable to refinance the real property within ninety days of entry of Divorce Decree or fails to make a mortgage payment before refinancing the mortgage, the real property shall be immediately listed for sale. Cameron shall be awarded all the proceeds from the sale of

the home. If Noel makes a house payment to protect her credit in the event of a late payment, Cameron shall reimburse Noel for the house payment.

#### PROVISIONS REGARDING ALIMONY

7. Neither Party shall be awarded alimony.

#### PROVISIONS REGARDING PENSION AND RELATED ASSETS

8. Parties have not acquired any interests in any retirement accounts. If Parties do have any interest in such accounts, each Party shall be awarded his or her own retirement accounts free and clear of any claim from the other Party.

#### PROVISIONS REGARDING BUSINESS INTERESTS

9. During the marriage, Parties created Monster Pup LLC, a California limited liability company. Parties shall dissolve the business. In the alternative, Cameron shall be awarded the business with its bank accounts, debts, assets and liabilities without claim by Noel. Cameron shall remove Noel's name from all Monster Pup LLC legal documents as soon as possible. Noel shall sign any documents necessary to facilitate the transfer of interest. Cameron shall hold Noel harmless from any and all liabilities associated with the business.

#### PROVISIONS REGARDING MISCELLANEA

ATTORNEY'S FEES.

10. Each Party is hereby Ordered to assume his or her own costs and attorney's fees incurred in prosecuting this action.

## II. OTHER.

- 11. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.
- 12. Noel shall be restored to the use of her former name of Starr, if she so chooses.
- 13. Each Party is hereby Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

# APPROVED AS TO FORM:

/s/ Peter Kern Peter Kern Respondent's Attorney Signed by Clay Randle with permission obtained via e-mail on 8/25/22 NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Peter Kern

As authorized by Utah Rule of Civil Procedure 7(j)(4)-(5), the

undersigned attorney will submit the foregoing Decree of Divorce for the

Court's signature upon the expiration of seven days from the date of this

Notice, unless written objection is filed prior to that time.

Dated August 25, 2022.

BROWN FAMILY LAW, LLC

/s/ G. Clayton Randle

G. Clayton Randle Petitioner's Attorney

# **CERTIFICATE OF SERVICE**

I hereby certify on 25 August 2022 I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Peter Kern peter@peterkern.lawyer Respondent's Attorney

/s/ G. Clayton Randle

G. Clayton Randle Petitioner's Attorney