

The Order of the Court is stated below:

Dated: January 29, 2024  
11:37:21 AM

/s/ CAMILLE NEIDER  
District Court Judge



TROY R. JENSEN, #09017  
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Attorney for Brian H. Fulmer, Petitioner

<b>IN THE SECOND JUDICIAL DISTRICT COURT, IN AND FOR WEBER COUNTY, STATE OF UTAH</b>	
<p>IN THE MATTER OF THE MARRIAGE OF:</p> <p>BRIAN H. FULMER, (PETITIONER)</p> <p>AND</p> <p>KRISTA L. NASH. (RESPONDENT)</p>	<p><b>DECREE OF DIVORCE</b></p> <p>CIVIL No. 234901403 DA</p> <p>JUDGE: CAMILLE NEIDER COMMISSIONER: CHRISTINA WILSON</p>

The Court having entered the Findings of Fact and Conclusions of Law hereby grants the Parties' Stipulation and Property Settlement. The Court hereby orders that the marriage that previously existed between the parties is dissolved.

Additionally, the Court enters the following orders:

CHILDREN:

1. Petitioner and Respondent do not have any minor children born during the marriage and none are expected.

DOMESTIC SUPPORT OBLIGATIONS

2. The Petitioner shall pay the Respondent alimony in the monthly amount of \$1,500.00 for a period of sixty months commencing January 1, 2024. Thereafter, the Petitioner shall pay the Respondent alimony in the monthly amount of \$1,000.00 for thirty-six months.

3. Alimony shall continue until the first of the foregoing events occurs:

- a. Respondent remarries.
- b. Respondent cohabitates.
- c. Either party dies.
- d. The length of the alimony obligation set forth above expires.

TAX FILING:

4. The parties shall file a joint tax return for the tax year 2023. Each party shall be responsible to pay any capital gains tax associated with their share of the sale of the Mantua lot. The Petitioner shall be responsible to pay the remainder of any tax obligation independent of the capital gains tax associated with the sale of the Mantua lot. In the event the parties receive a tax refund, the funds shall be equally divided between the parties.

DEBTS AND OBLIGATIONS:

5. The parties' debts and obligations shall be divided as follows:

a. Petitioner shall pay the Bank of America Credit card in the approximate amount of \$15,256.00.

4. Each party is ordered to pay and assume their own individual debts incurred in their individual names. Each party shall hold the other party harmless from any liability on these individual

debts. Notwithstanding, as part of the parties global property settlement agreed to in mediation, the Petitioner shall pay the Respondent \$3,500.00 to offset her individual debts set forth in her financial declaration as follows: America First Credit Union Visa in the approximate amount of \$5427.28, Amazon Prime Store Card in the approximate amount of \$5,355.86, TJ Maxx in the approximate amount of \$575.57, and America First Line of Credit in the approximate amount of \$945.35. The payment of \$3,500.00 shall be paid to the Respondent from the net equity from the sale of the marital home as set forth herein in paragraph 12.

5. CREDITORS: For any joint debts, upon the entering of the Decree of Divorce, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

6. DELINQUENCY IN PAYMENTS: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. A party who makes payment on a delinquent debt to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

DIVISION OF PROPERTY:

7. MARITAL PROPERTY: The parties acquired certain property during the marriage that shall be divided in an equitable manner including the following:

PETITIONER IS AWARDED:

a. All of the Petitioner's pre-marital property which is regarded as separate property and is not subject to division by the Court, including the 1996 Chevy Silverado.

b. 2004 Cadillac CTS (driven by Petitioner's daughter).

c. Inheritance received from Petitioner's father on or about November 3, 2022, which is deemed his sole and separate property.

d. All marital property currently held in the Petitioner's use, possession, and control except for the Respondent's personal property currently staged in the marital home and her property held at Mike's Airport Storage in Ogden, Utah.

**RESPONDENT IS AWARDED:**

e. All of the Respondent's pre-marital property which is regarded as separate property and is not subject to division by the Court.

f. 2023 Mazda CX5.

g. All marital property currently held in the Respondent's use, possession, and control and the Respondent's personal property currently staged in the marital home and her property held at Mike's Airport Storage in Ogden, Utah (including but not limited to the baby grand piano, plasma TV, art supplies, and home décor currently being used for the staging of the marital home).

h. To equalize the division of personal marital property, the Petitioner shall pay the Respondent the sum of \$2,297.00 as part of the parties' global property settlement agreed to in mediation. The payment of \$2,297.00 shall be paid to the Respondent from the net equity from the sale of the marital home as set forth herein in paragraph 12.

8. PENSIONS/RETIREMENT ACCOUNTS: The parties shall each be awarded their own individual pensions and retirement savings accounts to which they individually contributed free and clear of any interest or liability to the other party.

9. REAL PROPERTY: The parties acquired two (2) parcels of real property during the marriage:

a. Residential parcel located at 1612 Wasatch Drive, Ogden, UT 84403 which has been and is currently used as the marital home of the parties. (Hereafter referred to as "marital home")

Legal Description: **ALL OF LOT 27, LAKEVIEW RIDGE SUBDIVISION NO. 3, OGDEN CITY, WEBER COUNTY, UTAH**

b. Undeveloped parcel located at 690 S 150 E, Mantua, UT 84324. Recorded as Parcel No. 03-254-0020. (Hereafter referred to as "Mantua lot").

Legal Description: **LOT 5, JEPPESEN SUBDIVISION, PHASE 10, TOWN OF MANTUA, COUNTY OF BOX ELDER, STATE OF UTAH**

10. The Mantua lot was previously sold, and the net equity was equally divided between the parties. At the time of purchase, the Respondent contributed \$120,000.00 to the principal. As part of the parties' global property settlement, the Petitioner shall pay the Respondent one-half of her principal investment in the amount of \$60,000.00. The payment of \$60,000.00 shall be paid to the Respondent from the net equity resulting from the sale of the marital home as set forth herein in paragraph 12.

11. The marital home is currently listed on the market. At the time of purchase, the Petitioner contributed \$64,652.06 to the principal, which includes the \$1000.00 earnest money deposit. As part of the parties' global property settlement, the Respondent shall pay the Petitioner one-half of his principal investment in the amount of \$32,326.03. The payment of \$32,326.03 shall be paid to the

Petitioner from the net equity resulting from the sale of the marital home as set forth herein in paragraph 12.

12. The parties shall each cooperate with their realtor in all aspects regarding the sale of the marital home. Upon the sale of the marital home, the net equity shall be distributed to the parties as follows to conform with the parties' global property settlement agreed to at mediation:

a. The Respondent shall be paid \$3,500.00 to offset her individual debt as set forth in paragraph 4 above.

b. The Respondent shall be paid \$2,297.00 to equalize the division of personal property as set forth in paragraph 7(h) above.

c. The Respondent shall be paid \$60,000.00 to reimburse her principal investment in the Mantua lot as set forth in paragraph 10 above.

d. The Petitioner shall be paid \$32,326.03 to reimburse his principal investment in the marital home as set forth in paragraph 11 above.

e. The remaining net equity shall be equally divided between the parties.

13. FINANCIAL ACCOUNTS AND BANK ACCOUNTS: The parties are each awarded their individual financial and banking accounts as presently held, free and clear of any claim or liability to the other party.

14. LIFE INSURANCE: The parties are each awarded any life insurance policies in their individual name free and clear of any claim by the other party.

ATTORNEY FEES AND COURT COSTS:

15. Each party shall be responsible and liable for their own attorney fees, service fees, and court costs incurred in this divorce action.

MUTUAL RESTRAINING ORDER

16. Both parties are mutually restrained from speaking derogatorily about the other party in the party's presence. The parties shall not make disparaging remarks to one another, either verbally, in writing or otherwise. Both parties are mutually restrained from bothering, harassing, annoying, threatening, or harming each other at any time or in any place. As used in this paragraph, disparage means to say anything ill of the other party whether it is believed to be true or not.

17. Both parties are mutually restrained from using the likeness, image, or credit of the other party for any purpose.

MISCELLANEOUS PROVISIONS:

18. Each party is ordered to execute and cooperate in delivering to the other party and to the court any documents necessary to implement the provisions of this petition and the subsequent Decree of Divorce to be entered by the court. If a party fails to execute a document within sixty (60) days of the entry of the Decree of Divorce, the other party may bring an enforcement action at the expense of the disobedient party and ask 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 U.R.C.P. has the same effect as if executed by the disobedient party.

ENFORCEMENT AND MODIFICATION

19. Prior to any Petition being filed to change any provision of this final Decree of Divorce, the parties must make a good faith attempt to resolve the issue through mediation with a court-approved mediator.

20. DEFAULT: If either party defaults in his or her obligations hereunder, the party in default shall be liable to the other party for all reasonable expenses, including reasonable attorney's fees and court costs incurred in the enforcement of the obligations created herein.

SIGNED BY THE COURT: As indicated by the electronically added seal and date atop page 1  
HONORABLE JUDGE CAMILLE NEIDER, Second District Court Judge.

**END OF ORDER**

Approved as to Form:

/s/ Krista Leigh Nash - Date: January 24, 2024

Krista Leigh Nash  
Respondent

[Electronic Signature Submitted with Permission of Krista Leigh Nash, original adobesign signature on file with counsel]

#### RULE 7 NOTICE

You will please take notice that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, the foregoing will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

Dated January 24, 2024

/s/ Troy R. Jensen

TROY R. JENSEN

Attorney for Brian H. Fulmer, Petitioner

#### CERTIFICATE OF SERVICE

I hereby certify, on January 24, 2024, I served a copy of the foregoing DECREE OF DIVORCE and all attachments, to the following:



Krista L. Nash  
Respondent  
2964 N Sunset Dr  
Pleasant View, UT 84404  
Email: kristanash12@gmail.com  
[email and post]

Brian H. Fulmer  
Petitioner  
[email - address on file with counsel]

/s/ Troy R. Jensen  
TROY R. JENSEN  
Attorney for Brian H. Fulmer, Petitioner