

The Order of the Court is stated below:

Dated: June 09, 2023
01:47:07 PM

/s/ ANDREW H STONE
District Court Judge



Thomas R. King

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IN THE THIRD JUDICIAL DISTRICT COURT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of:

DECREE OF DIVORCE

JILLIAN DALLON,

Case No.: 234901945

And

Judge: Andrew Stone

JULIE MAUGHAN.

The parties in the above captioned case participated in a mediation on May 1, 2023 with Lisa Jones via Zoom. Jillian Dallon (hereinafter “Jillian”) was present and represented by her attorney, Thomas King. Julie Maughan (hereinafter “Julie”) was present and represented by her attorney, Danielle Hawkes. The parties reached a full and final resolution of all issues currently pending in their divorce case. The Court, having reviewed the Stipulation filed with the Court and being fully informed, made its Findings of Fact and Conclusions of Law and now ORDERS, ADJUDGES and DECREES as follows:

1. The parties are granted a decree of divorce, to be final upon entry.
2. There are no minor children as the result of this marriage or between the parties and none are expected.

REAL PROPERTY

3. The parties acquired real property located at 365 E. Westminster Avenue, Salt Lake City, Utah. The home shall be awarded as follows:

a. The parties will cooperate with one another to hire an agreed upon realtor and place the home on the market at an agreed upon price. The parties shall sell the home as is unless they agree upon certain repairs and pay for them equally and compensate one another for any sweat equity as agreed.

b. Once the home is sold, the parties shall first pay off the mortgage and HELOC and the sales costs. The parties shall then divide the equity equally.

c. Neither party may add any additional debt to the HELOC or mortgage before the home is sold unless otherwise agreed.

d. The parties will work together, cooperatively, to get the home in sale-ready condition and maintain it that way for showings and photos.

e. The parties will share the cost of the home including mortgage, insurance, taxes, and utilities until the home is sold.

f. Jillian shall have possession of the home until May 30, 2023. Jillian shall remove all of her possessions and throw away items by that time and leave the home in a clean and ready state for sale. Starting June 1, 2023, Julie will have possession of the home until July 9, 2023. By July 9, 2023, Julie shall remove all of her possessions and throw away items by that time and leave the home in a clean and ready state for sale. The parties shall list the home as soon as possible in this process according to the real estate agent's advice. After July 9, 2023, neither party will live in the home and both shall have access to maintain the home and keep it sale-ready. Both parties shall help maintain the home and yard and keep it sale-ready once neither lives there.

g. The parties shall equally divide the minimum HELOC payment until the home is sold.

h. The parties agree to place the home on the market as soon as possible, following the realtor's advice. If the home is sold before Julie has access, then Jillian shall provide her adequate access with Jillian not present so that Julie may retrieve her belongings.

PERSONAL PROPERTY

4. During the course of the marriage, the parties have acquired certain items of personal property. The parties shall divide the personal property as they can agree. If they cannot agree on the division of the personal property, then they shall return to mediation before filing a motion for the Court to divide them. If the Court is involved, the personal property shall be considered on its own because the rest of the agreement is equitable. Specifically, the parties shall be awarded, along with all debt, equity, and liability thereon, the following:

Description	Awarded To
Subaru Outback	Julie
Dodge Durango	Jillian
Cat named "Freddie"	Julie

SAVINGS, CHECKING, RETIREMENT, AND INVESTMENT ACCOUNTS

5. All of the accounts shall be awarded to the party in whose name they are held. Any accounts that are held in both parties' names shall be divided equally as of May 1, 2023. For the joint account that is used to pay the mortgage and utilities, the parties shall each put in enough money into that account each month until the home is sold to pay their half of the required payments. Any remaining funds after the home is sold will be divided equally, so long as both put in equal sums.

DEBTS AND OBLIGATIONS

6. All of the parties' debts are governed by the prenuptial agreement signed November 7, 2013. Therefore, all debts shall be awarded to the party in whose name they are held. Each party shall hold the other absolutely harmless from any debts in their name and shall indemnify the other against any action taken against them.

PROPERTY SETTLEMENT

7. As part of a property settlement agreement, Julie will pay Jillian \$20,000 in cash within thirty (30) days of the Stipulation. Julie will also transfer \$50,000 from her 401k account to Jillian via a QDRO. The parties will share the cost of preparation of the QDRO equally. The parties agree that this is an equitable division in this case taking into consideration the issues in this case and all other awards in the case.

ALIMONY

8. The parties are able to support themselves. Neither party shall be awarded alimony now or in the future.

MEDIATION

9. If there is a dispute between the parties, the parties should attend mediation prior to bringing the issue to the Court. Each party should attend the mediation and participate in good faith; and, mediation may be conducted by telephone. If the parties are unable to agree upon a mediator, the party requesting mediation should arrange for a mediator through the Administrative Office of the Courts. A written, signed record should be prepared of any agreement reached in mediation and a copy provided to each party. The parties should share the

cost of the mediator equally. A dispute should not be presented to the Court in this matter without a good faith attempt by both parties to first resolve the issue through mediation. The Court should retain the right to review mediation and to assess the costs thereof. Orders to Show Cause and emergency requests should be allowed to be filed without mediation if mediation is not practical given the time restraints.

EXECUTING DOCUMENTS

10. The parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this document. If a party fails to execute a document within sixty (60) days of the signing of the Stipulation, 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 should have the same effect as if executed by the disobedient party. The Court shall order attorney fees and costs for the compliant party.

COOPERATION

11. The parties shall cooperate with the other, through counsel or otherwise, to effect changes in titles to property 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 ensure the Court's orders are carried out in every detail. Failure to cooperate may constitute contempt and the Court may order a non-cooperating party to pay attorney fees, pay a fine, pay damages, pay interest, and serve jail time, among other remedies.

12. Each party shall hold the other harmless from any award they receive in this document.

ATTORNEY FEES

13. Each party shall pay their own attorney fees through the signing of the Stipulation and reasonable paperwork to finalize the case. In addition, the prevailing party to an action for breach of a term of a stipulation or order should be entitled to his or her attorney fees and costs.

Approved as to form:

/s/ Danielle Hawkes

Signed by Thomas R. King

with permissions of

Danielle Hawkes

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

The Court's signature and seal are shown at the top of the first page of this document.

CERTIFICATE OF SERVICE

I certify that on the 23rd day of May, 2023, a true and correct copy of the foregoing Decree of Divorce was electronically transmitted to the following:

Danielle Hawkes

danielle@hawkesfamilylaw.com

/s/ Thomas R. King