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**IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE CITY
DEPARTMENT,
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

MACEY LYNN KNIGHT,
Petitioner,

and

LARRY JOSEPH KNIGHT,
Respondent.

DECREE OF DIVORCE

Case No.: 244904137 DA
Judge: Adam Mow

Commissioner: Joanna B. Sagers

The parties, Larry Joseph Knight ("Larry") and Macey Lynn Knight ("Macey"), by and through their respective counsel, Kacie A. Bitzenburg of JR Law Group, PLLC representing Larry, and J. Ramzi Hamady of Ray Quinney & Nebeker P.C. representing Macey, entered into a *Stipulation and Settlement Agreement* that was filed with the Court on November 8, 2024. The Court, having received and accepted the parties' *Stipulation and Settlement Agreement*, reviewed the files herein, and being otherwise duly advised, and having previously signed and entered its *Findings of Fact and Conclusions of Law*, it is now:

ORDERED, ADJUDGED, AND DECREED

1. The parties' marital relationship is hereby dissolved, absolute and final by entry of this *Decree*.

PERSONAL PROPERTY

2. During the marriage relationship, the parties acquired certain items of personal property, which shall be divided as agreed upon by the parties. The parties shall divide these items on November 16, 2024, at 10:00 a.m. If the parties cannot agree, they shall make a list of disputed items and take turns choosing one item until the items are divided. The parties shall flip a coin to decide who makes the first choice, with the parties alternating thereafter.

3. The parties agree to divide the specific personal property items as follows:

a. Larry shall be awarded the following:

- i. 1990 Mazda Miata (Larry may pick this vehicle up on Saturday, November 9th. Macey shall remove the steering wheel lock prior to pick up);
- ii. 2014 Yamaha 1300;
- iii. 1983 Yamaha 550;
- iv. 1998 white 4Runner;
- v. 1981 Honda 4-wheeler;
- vi. 1998 Yamaha 4-wheeler;
- vii. 2014 Polaris RZR 1000;

- viii. 2019 carry-on 5x8 RZR trailer;
- ix. Torque wrench;
- x. Grinder (one of the two);
- xi. Car Rack;
- xii. Fabric Car Luggage Bag;
- xiii. Plastic buckets of food from Larry's father;
- xiv. Washer/Dryer;
- xv. Garage Freezer;
- xvi. Leather Couch;
- xvii. King Bed in Master;
- xviii. 2 Medium TVs from master and basement;
- xix. Ruger 9mm;
- xx. Glock 9mm;
- xxi. Coal Mineral Rights;
- xxii. Die Cast Car Collection; and
- xxiii. Professional Camera Equipment.

b. Macey shall be awarded the following:

- i. 1996 Ford Econoline Motorhome;
- ii. 2002 Toyota Tacoma truck;
- iii. 2007 Toyota Camry;
- iv. 4-wheeler Trailer;
- v. Dewalt Chop Saw;

- vi. Garage Fridge;
- vii. Fire Pit;
- viii. Fabric couch;
- ix. 2 twin beds;
- x. Large Living Room TV;
- xi. Smaller TV in weight room;
- xii. 380 Gun (Ruger Pistol);
- xiii. 22 Pistol;
- xiv. Shotgun;
- xv. Dog (Muffles);
- xvi. Grinder (one of two);
- xvii. Round Kitchen table; and
- xviii. All weight/exercise equipment.

c. The following personal property shall be divided equally between the parties:

- i. Any duplicate tools shall be divided equally between the parties, with each party retaining one of each duplicate tool. Any additional tools shall be divided equally as the parties can agree, taking turns as necessary.
- ii. Marital food storage;
- iii. 22 Ammo shells;

iv. Marital coins (contained in the parties' Safe in the marital home). The parties shall both be present when the Safe is opened and the coins are divided, and may enlist the assistance of a third party, with division to occur on Saturday, November 9, 2024, at 1:00 p.m.);

v. Gardening tools.

d. The Yamaha 225 Motorcycle shall be gifted to the parties' adult son, Keeton.

e. The parties shall divide their antiques equally, with each party keeping their own antiques.

f. Larry shall be awarded the Coal Mineral Rights, which he inherited from his parents.

g. Larry shall be awarded the coins he inherited from his father in the approximate amount of \$40,000 (contained in the parties' Safe in the marital home). Larry may pick these coins and the safe up on Saturday, November 9, 2024, at 1:00 p.m.

4. All property and all property rights which may be vested in either party because of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came, according to Utah law.

5. Both parties shall be allowed to keep the personal property items that they brought with them into the marriage, and/or the items the parties received as gifts from family members and each other, consistent with Utah

law, with the exception that Macey shall be awarded the round dining room table in the parties' marital home.

6. The parties shall cooperate to effectuate any and all documentation and to sign the titles over to each other as necessary to effectuate the award of property and other terms herein within ten (10) days of the entry of the *Decree*, or if there is a lienholder, when the loan is retired. As of November 10, 2024, Macey shall begin paying the car insurance associated with the Toyota Tacoma truck and Toyota Camry. Larry shall continue to pay the car insurance for the vehicles awarded to him.

REAL PROPERTY

7. The parties acquired real property during the marriage, including but not limited to a home located at 10273 Flanders Road, Sandy, Utah (the "Marital Home" or "Home"). The Marital Home shall be sold, and the proceeds shall be divided in a fair and equitable manner as outlined below. Both parties shall make best efforts to ensure that the home is placed on the market as soon as possible.

a. When the home is sold:

- i. First, the parties shall pay the cost of sale;
- ii. Second, Larry shall be awarded \$96,000, as credit for inheritance he contributed to retiring the mortgage in 2022;
- iii. Third, the net equity and sale proceeds shall be equally divided between the parties.

b. The parties shall select a mutually agreed upon Real Estate Agent to list the home for sale. Both parties shall follow the recommendation(s) of said Real Estate Agent for necessary repairs prior to the sale of the Home, sale price, acceptance price, and shall fully cooperate with facilitating a prompt sale of the Marital Home. The parties anticipate and agree that repairs shall be completed prior to the sale of the Home. All repairs shall either be mutually agreed upon in writing and/or as recommended by the Real Estate Agent. The Real Estate Agent must review the Home and make a recommendation as to necessary repairs, if any, prior to December 1, 2024. If a repair is agreed upon by the parties or recommended by the Real Estate Agent, Macey shall have the first right to elect or refuse to make the repairs. If Macey refuses to make the repairs, Larry shall have the opportunity to make the repairs. If neither party elects to make the repairs, they shall use a third party to make the agreed upon or recommended repairs. Any and all repairs shall be made prior to January 1, 2025. The Home shall be listed for sale no later than January 1, 2025 (or as the Real Estate Agent recommends). Cost of materials for agreed upon or recommended repairs shall be split equally, but no sweat

equity shall be reimbursed. No party shall sabotage or delay the listing or sale of the Home.

c. Macey shall remain in the Home until it is sold. During this time, Larry will continue to pay all bills associated with the Marital Home. Larry shall be entitled to be reimbursed for Macey's half of each month's Marital Home bills accruing from November 1, 2024, until the Home is sold. If the retirement funds are disbursed and divided before the Home is sold, Macey shall begin reimbursing Larry for her half of the monthly bills from her share of the retirement funds. Larry will provide Macey with a list of bill payments, and Macey must remit her reimbursement for each month by the 30th. This monthly reimbursement shall continue until the Home is sold. Upon the sale, any outstanding reimbursements will be settled.

RETIREMENT AND FINANCIAL ACCOUNTS

8. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts during the parties' marriage; these accounts shall be divided in a fair and equitable manner.

a. The parties separated as of June 2024. Separate bank accounts shall be awarded to the party whose name is on the account, as follows:

- i. Larry shall be awarded the Utah First Credit Union account in his name, and the Mountain America Credit Union account ending in 5687, the Mountain America Credit Union account ending in 1931, free and clear of any claim by Macey;
 - ii. Macey shall be awarded the Mountain America Credit Union account ending in 4572 and the America First Credit Union account ending in 8578, free and clear of any claim by Larry.
- b. The remaining joint accounts shall be equally divided and then closed by the parties. Specifically, the parties shall equally divide the funds in the Mountain America Credit Union account ending in 4346, Mountain America Credit Union account ending in 6834, and the America First Credit Union account ending in 5592.
- c. The parties shall equally divide all retirement, 401k, IRA, and annuity accounts. Specifically, the parties shall equally divide the Fidelity IRA, the Fidelity Roth, and the AuguStar accounts (approximate value of \$1,016,035). If necessary, the parties shall equally split the cost associated with dividing these accounts or the preparation of a QDRO, if any. These retirement funds shall be divided no later than January 1, 2025. Prior to the formal division of

these retirement funds, both parties shall receive $\frac{1}{2}$ of any withdrawals/disbursements made from the account commencing on November 1, 2024, and until the one-half division is completed.

d. The parties shall equally divide the Dominion Energy pension (current monthly payments of approximately \$215), with each party receiving one-half of the monthly payments and/or value of the monthly pension. The parties shall equally split the cost associated with dividing this account and/or the preparation of a QDRO, if any.

e. The parties shall each be awarded the term life insurance policies in their respective names.

DEBTS AND OBLIGATIONS

9. During the marriage, the parties incurred obligations and debts. Any marital debt shall be divided in a fair and equitable manner.

a. The following remaining marital debts shall be paid in full from the parties' retirement funds prior to the division of the retirement accounts as outlined above:

- i. Phone debt: approx. \$800.00;
- ii. Mountain America Visa credit card debt: approx. \$17,800.00.

b. Except as stated herein, any debt in Larry's individual name shall be awarded to him, holding Macey harmless

therefrom. Except as stated herein, any debt in Macey's individual name shall be awarded to her, holding Larry harmless therefrom.

c. Each party shall assume, discharge, pay, and indemnify and hold the other harmless from all credit cards, debts, liabilities, and obligations that she/he incurred in his/her separate name before and after the date of their separation (June 2024), except as otherwise expressly provided herein.

d. If a party fails to disclose any marital debt(s) herein, the party failing to disclose such debt(s) shall assume, discharge, pay, and indemnify and hold the other party harmless from any and all such undisclosed debt(s) and obligation(s). Notwithstanding the foregoing, pursuant to § 15-4-6.5(3)(b) of the Utah Code Annotated, either party shall provide notice to any of the parties' creditors following entry of the *Decree of Divorce* herein, which notice should indicate which party has assumed and is liable for the debt(s) owed to that creditor and providing that creditor with that party's address. Thereafter, the rights of the parties and the creditor(s) shall be governed by § 15-4-6.5(3) of the Utah Code Annotated (1953 as amended).

HEALTH INSURANCE

10. Macey shall be removed from Larry's health insurance as of the last

day of the month on the entry of the *Decree of Divorce*.

11. Larry will continue to provide health insurance for the parties' youngest son until he graduates from college.

TAXES

12. The parties shall file taxes jointly for the 2024 tax year, with each paying one-half of the liability or receiving one-half of the refund.

Accordingly, the *Decree of Divorce* shall enter no earlier than January 1, 2025.

RESTRAINING ORDERS

13. Both parties shall be restrained from threatening, harassing, bothering, or harming the other party at their respective homes, current, or future place of employment.

14. Each party shall be restrained from obtaining any new debt or credit in the name of the other party and from incurring any new debt on any joint account during the pendency of this action.

15. Both parties shall be restrained from using the other party's likeness or image on social media, online, or take credit out in the other party's name.

16. The parties shall be restrained from harassing each other by making or sending harassing, excessive, and/or derogatory phone calls, text messages, or emails.

MISCELLANEOUS

17. No dispute arising from or related to the *Decree of Divorce* shall be

presented to the Court without a good faith attempt by both parties to resolve the issue through mediation or another mutually agreeable method of alternative dispute resolution.

18. Macey shall be restored to her maiden name of Macey Lynn Morgan if she so desires.

19. Each party shall pay their own attorney fees and costs incurred in this matter.

DISCLOSURE

20. The parties affirm that each party has fully and completely disclosed to the other all assets and debts of every kind and nature known to him or her in which he or she may have an interest in whatsoever, that the *Stipulation and Settlement Agreement* encompasses and deals with all such assets and liabilities, and that there are no assets or liabilities, contingent or otherwise, that have not been disclosed in connection with the final settlement of this matter. The property referred to in the *Stipulation* represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly. Both parties understand and have agreed that any deliberate failure to provide complete disclosure may constitute perjury. To the extent that it is later discovered that there was not a full disclosure, the party entitled to disclosure shall be awarded sole ownership of any non-disclosed asset, and the non-disclosing party

shall be responsible to assume, pay, and hold the party entitled to the disclosure harmless from debt or obligation incurred.

DISPUTE RESOLUTION

21. If a dispute occurs between the parties regarding interpretation of the *Stipulation and Settlement Agreement* terms, the parties should mediate the issue before either party may initiate court action. The parties should equally pay the mediator's fees.

VIOLATION

22. In the event of a violation of the terms of the *Stipulation and Settlement Agreement*, the violating party shall pay the enforcing party's reasonable attorney's fees if the enforcing party substantially prevails.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 30th day of December 2024.

**E-signed by Kacie A. Bitzenburg
with permission of J. Ramzi Hamady*

/s/ J. Ramzi Hamady
J. RAMZI HAMADY
Attorney for Macey Knight - Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of December 2024, I caused a true and correct copy of the foregoing **DECREE OF DIVORCE** to be served upon the following by the method indicated below:

EMAIL:

J. RAMZI HAMADY
*Attorney for Macey Lynn Knight -
Petitioner*

JR LAW GROUP, PLLC

/s/ Kacie A. Bitzenburg
KACIE A. BITZENBURG
*Attorney for Larry Knight -
Respondent*