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*Attorney for Petitioner*

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**IN THE SECOND JUDICIAL DISTRICT COURT - OGDEN**

**IN AND FOR WEBER COUNTY, STATE OF UTAH**

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IN THE MATTER OF THE MARRIAGE OF:

CHERIE DENISE ANDERSON SESSIONS,

Petitioner,

and

RANDEL M SESSIONS,

Respondent.

**DECREE OF DIVORCE**

Civil No. 254900519

Judge Reuben J. Renstrom

Commissioner Catherine Conklin

THE ABOVE-ENTITLED MATTER comes before the Court for a final entry of the Decree of Divorce. The Court, having received the *Stipulation and Settlement Agreement* which was agreed to by the parties on April 16, 2025, and further pleadings in this matter, having entered appropriate *Findings of Fact and Conclusions of Law* consistent with the parties' *Stipulation and Settlement Agreement* finding said Agreement fair, equitable and in the best interests of the parties, and otherwise being fully advised in the premises, for good cause

appearing, does hereby ORDER, ADJUDGE AND DECREE as follows:

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 RELATING TO JURISDICTION**

1. Petitioner is a bona fide and actual resident of Weber County, State of Utah, and has been for more than three (3) months immediately prior to the commencement of this action.
2. Respondent is a bona fide and actual resident of Weber County, State of Utah, and has been for more than three (3) months immediately prior to the commencement of this action.
3. The parties were married on April 28, 1982, in Provo, Utah and are presently married. The parties separated on or about March 25, 2025.
4. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. §81-4-402(1); the parties are actual residents of the State of Utah and County of Weber.

#### **PROVISIONS RELATING TO GROUNDS**

5. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

#### **PROVISIONS RELATING TO CHILDREN**

6. The parties' children have all reached the age of majority. There are no minor children at issue in this marriage.

## **PROVISIONS RELATING TO ALIMONY**

7. Beginning May 2025, Respondent shall pay Petitioner \$1,000 a month in alimony for a term equal to the length of the marriage (515 months), but shall earlier terminate upon Respondent's death, or upon Petitioner's death, remarriage, or cohabitation with another person. Alimony payments shall be made via direct deposit to the account of Petitioner's choice. Petitioner shall inform Respondent of the account for direct deposit within 7 days of the date of divorce.

## **PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS**

8. During the course of the marriage, the parties have acquired certain bank and financial accounts. Said financial accounts shall be divided as follows:

- a.** The parties' joint financial accounts shall be equally divided and then closed. The parties may elect to grant the account to one of the parties by removing the name of the other after equal division.
- b.** Petitioner shall receive half of all investment accounts including Charles Schwab and Javelin.

9. Respondent shall change the distribution bank account of Petitioner's social security payments to the bank account of Petitioner's choosing.

10. After equal distribution of the accounts, each party shall retain the bank accounts currently in their name free and clear of any claim from the other.

## **PROVISIONS RELATING TO PENSION AND RETIREMENT ASSETS**

11. Respondent has investment accounts with Charles Schwab and Javelin as listed above. These accounts shall be awarded as follows:

**a.** The assets accrued in these accounts during the marriage and to the date of divorce shall be divided equally between the parties, one-half to each. A Qualified Domestic Relations Order or Domestic Relations Order shall be issued as needed with the costs for such order and for plan administration fees being split by the parties. Respondent shall be responsible for preparing any and all paperwork and forms required to divide said accounts and shall do so within 90 days of entry of the Decree of Divorce in this matter. Petitioner shall be listed as a surviving spouse under the terms of the plan.

12. Respondent has a pension with URS. The plan shall be awarded as follows:

**a.** Retirement assets accrued during the marriage and to the date of divorce shall be divided equally between the parties, one-half to each using the following formula

$$\frac{\text{years of service during marriage}}{\text{years of total service}} \times \text{monthly benefit} \times 1/2$$

**b.** A Qualified Domestic Relations Order or Domestic Relations Order shall be issued as needed with the costs for such order and for plan administration fees being split by the parties. The Respondent shall be responsible for preparing any and all paperwork and forms required to divide said accounts and shall do so within 90 days of entry of the Decree of Divorce in this matter. Petitioner shall be listed as a surviving spouse under the terms of the plan.

## **PROVISIONS RELATING TO BUSINESS INTERESTS**

13. During the course of the marriage, the parties have not acquired any business interests.

### **PROVISIONS RELATING TO PERSONAL PROPERTY**

14. During the course of the marriage, the parties acquired certain items of personal property, which shall be divided equitably as the parties agree.

- a.** Petitioner shall be awarded the 2014 Nissan Altima and all equity contained therein, free and clear of any claim from Respondent.
- b.** Respondent shall be awarded the 2007 Mazda 3 and all equity contained therein, free and clear of any claim from Petitioner.
- c.** The motor home shall be sold and the proceeds distributed equally between the parties.
- d.** Any inheritances, gifts, or assignments of any kind shall be retained by the party who received said inheritance, gift or assignment.

15. Each party shall be solely responsible for any maintenance, payments, or loans on the vehicle they are awarded.

16. Each party shall be removed from the title of the other's vehicle within 30 days of the date of Divorce, if applicable.

17. Other marital property shall be divided as the parties agree.

### **PROVISIONS RELATING TO REAL PROPERTY**

18. During the course of the marriage, the parties acquired certain real property to wit:

- a.** A home located at **255 W 2700 N Unit 31, Pleasant View, UT 84414.**

**b.** The marital home shall immediately be sold. The parties shall mutually agree on a realtor and seek the best sale price as recommended by the current housing market and the realtor. The proceeds from the sale of the home shall be divided as follows:

- i. Retire any and all mortgages or encumbrances;
- ii. Pay any and all closing costs and commissions;
- iii. Reimburse either party for any mutually agreed up repairs;
- iv. Evenly divide the proceeds between the parties.

### **PROVISIONS RELATING TO DEBTS AND OBLIGATIONS**

19. Each party shall be solely responsible for any and all debts incurred solely in his or her own name.

20. The parties shall be restrained from incurring any debt or obligation on any joint account and on any account in the name of the other party.

### **PROVISIONS RELATING TO MUTUAL NON-HARASSMENT**

21. The parties shall be subject to the following Mutual Restraining Order:

**a.** Both parties are mutually restrained from harassing, annoying, swearing at, demeaning, or otherwise bothering the other party in person or online. The parties shall refrain from speaking negatively about the other to the parties' adult children. Should the parties need to communicate, communication shall be respectful.

**b.** After separation, neither party shall enter the residence and/or work location of the other party unless they are invited to do so.

- c. Neither party shall access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities or medical accounts without permission from the other party.
- d. Neither party shall distribute the other party's image or personal information.
- e. Neither party shall conduct any sort of transaction or make any type of agreement to contact in the other party's name without permission from the other party.
- f. Both parties are restrained from tracking the location of the other party and/or causing a third party to do so.

#### **ATTORNEY'S FEES**

22. Respondent shall pay Petitioner \$1,250 to represent half of her attorney fees.

#### **MISCELLANEOUS PROVISIONS**

23. Trust: The Randel and Cherie Sessions Family Trust Dated August 5, 2024 shall be dissolved. Any assets listed herein contained within the trust shall be equally distributed (50/50) between the parties. Likewise, any Last Will and Testament of the parties shall be revoked and each party may sign a new Will should they so desire.

24. Petitioner may revert her last name to her maiden name of Anderson if so desired.

25. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the Decree of Divorce entered by the Court.

26. The Court shall grant other relief as the Court deems to be equitable.

#### **SO ORDERED**

**COURT SIGNATURE AT TOP**

**Approved as to Form:**

/s/ Randel M Sessions

Randel M Sessions  
Respondent  
(Signed with permission granted  
via email on April 21, 2025)

**CERTIFICATE OF SERVICE**

I hereby certify that on the 25th day of April, 2025, the office of Michael T. Thornock electronically filed the foregoing **DECREE OF DIVORCE** with the Clerk of the Court using the ECF system and sending automatic notification to the following:

Randel M Sessions  
[rsessions59@gmail.com](mailto:rsessions59@gmail.com)  
*Respondent*

/s/ Michael T. Thornock