



Amanda Bloxham #18314
Attorney for Carie Ruff
JESS COUSER FAMILY LAW, LLC
136 S. Main Street, Ste. A300
Salt Lake City, Utah 84101
385-217-7200
team@jcfamlaw.com

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

CARIE RUFF,

and

CHRISTOPHER GEORGE RUFF.

Civil No. 254901788

Judge Heather Brereton

Commissioner Michelle Blomquist

The above-captioned matter came on regularly for consideration by the court without hearing pursuant to Utah Code Ann. §81-4-406. Pursuant to the *Stipulation and Settlement Agreement*, filed May 12, 2025, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.
2. **REAL PROPERTY**. The parties acquired a parcel of property located at 4873 W. Henrys Fork Way, West Jordan, Utah (the “Marital Home”). The Marital Home shall be sold subject to the following:
 - a. The parties shall work together by utilizing their best efforts to effectuate the sale of the Marital Home and/or obtain the most value from the sale of the

property as possible, by following the recommendations of the real estate professional agreed-upon by the parties to assist them in selling the property.

b. The parties agree to use Joe Gordon, CDRE, as the Realtor to sell the home.

c. The parties shall follow the recommendations of the Realtor with regards to selling the Marital Home, including but not limited to, preparing the property to be listed on Utah MLS—such as making any reasonable or necessary modifications or repairs to the property, staging the property, taking pictures, determining the listing price, etc. Likewise, the parties will equally share in the costs associated therewith.

d. The Respondent shall move out of the Marital Home by June 8, 2025.

e. Beginning June 2025, because neither party will be living in the house, the parties shall equally share the monthly mortgage payment and the necessary monthly utilities including gas, electric, water, internet (Xfinity), and sewer/garbage until it sells.

i. Because the monthly utility bills are in Carie's name, she shall provide Chris with a copy of each of the monthly utility bills listed herein, he shall deposit his half of those bills into the "Chris" subaccount with Granite Credit Union within 14 days of receiving those bills. In the event that Chris is unable to fully reimburse Carie for his ½ share of the household expenses, his portion may be

deducted from the \$30,903 equalization payment that Carie will owe to Chris upon sale of the home.

f. After an offer is selected and the sale of the Marital Home is finalized, the parties shall equally divide the equity resulting from the sale, as follows:

- i. First, they shall pay off the mortgage on the Marital Home;
- ii. Second, they shall pay any realtor commissions, fees, or other obligations resulting from the sale process;
- iii. The remaining proceeds shall be divided in half with one share for each party, but the final division and disbursement of the net proceeds shall be subject to the following offset: in order to equalize the division of financial accounts and debts, Chris shall receive an additional \$30,903 from Carie's half of the net proceeds.

3. FINANCIAL ACCOUNTS: Each party shall be awarded the ownership and use

of the bank accounts in his or her sole name. The balances in the parties' accounts have been equalized by the additional funds from the proceeds of the account that will be paid to Chris. Chris will reimburse Carie by depositing monies into the sub-account labeled "Chris" for his share of household expenses until the house is sold. Carie will remove Chris's name from the Granite Credit Union Account ending in x7201 within seven (7) days of the sale of the home.

4. PERSONAL PROPERTY: The parties are each awarded their separate property, including any gifts, inheritance, or premarital property. Carie will be awarded the remaining

marital personal property in the home, with the exception of the following items that are awarded to Chris:

- a. Tempur-Pedic mattresses and the adjustable bed frames for each mattress;
- b. Nieka the dog;
- c. Couch from the Man Cave;
- d. Bedroom TV;
- e. Man cave TV;
- f. His Tools;
- g. Large mirror that he made;
- h. EuroSki exercise machine; and
- i. His personal effects.

5. **RETIREMENT ACCOUNTS**: During the marriage, the parties have acquired

interests in the following retirement accounts:

- a. Carie's retirement accounts and their balances include:
 - i. IHC 401k: \$265,200
 - ii. IHC Pension: ~ \$160,133
- b. Chris's retirement account and its balance includes:
 - i. Allotech Retirement: \$60,047
- c. In order to equalize the parties' retirement accounts, each shall be awarded the accounts in his/her name and Chris is awarded \$165,200 from Carie's IHC 401k account, with a valuation date as of today's agreement with said amount

adjusted for any market gains or losses from the date of valuation until the date the accounts are segregated. The remaining equalization will come from the additional payout from the sale of the Marital Home. The parties shall cooperate to have a QDRO prepared to transfer those funds to Chris. The parties shall equally share the cost of preparing the QDRO.

6. DEBTS AND OBLIGATIONS: The parties have accrued debt during their marriage.

The responsibility for the parties' debts shall be allocated as follows:

a. Carie shall be responsible for the following debts, and shall indemnify and hold Chris harmless therefrom:

- i. RC Willey, Acct. 9341 (\$3,772)
- ii. Synchrony / Mattress Firm (\$1,591)
- iii. Synchrony / Rheem (\$1,671)
- iv. 2018 IRS Tax Debt (\$2,350)
- v. Granite CU Credit Card (\$2,871)
- vi. Her student loans

b. Chris shall be responsible for the following debts, and shall indemnify and hold Carie harmless therefrom:

- i. Home Depot CC (\$91)
- ii. Apple CC (\$1,281)
- iii. PayPal CC (\$9,839)
- iv. His personal loan

c. Each party will be responsible for removing the other party's name from the accounts that they are awarded responsibility for above. The parties shall ensure that any debts in both names are paid off using his or her share of the proceeds from the sale of the Marital Home, and the other party's name is removed no later than two weeks after receiving his or her share of those sale proceeds. The parties will cooperate in all needed respects to implement this provision.

7. **ALIMONY:** Neither party is awarded any amounts as or for alimony.

8. **MUTUAL RESTRAINTS:**

- a. Any communication necessary to carry out the provisions of this divorce, shall be done through each parties' counsel of record.
- b. The parties shall be restrained from bothering, harassing, or disturbing the peace of the other party.
- c. The parties shall be restrained from going to the other party's residence without the prior written agreement obtained through counsel.

9. **FINAL DOCUMENTS:** Each party shall promptly at any time or times required,

make, execute, and deliver any releases, documents, and/or instruments that may be necessary to effectuate the covenants, conditions, and provisions contained in the resulting Decree of Divorce.

10. **TAXES:** The parties have a balance due from their 2018 taxes in the amount of

\$2,350.48. Carie is responsible for paying that balance due and shall ensure it is paid from her share of the proceeds from the sale of the Marital Home.

11. **FORMER NAME:** Carie Ruff may be restored to her former name of Carie Van

Leeuwen if she so desires.

12. **ATTORNEY FEES:** Each party shall pay any costs and/or attorney fees he or

she incurs in this matter.

[END OF DOCUMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Mindi Hansen

Mindi Hansen

Date: May 12, 2025 via email

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Carie's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of May 2025, I caused to be served a true and correct copy of the foregoing ***DECREE OF DIVORCE*** via electronic mail notice to:

Mindi Hansen

mindy@hplawslc.com

Attorney for Christopher George Ruff

/s/ Sara Sloniger

Sara Sloniger

Paralegal for Manda Bloxham

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