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Attorney - Mediator

*Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

**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 BOUALAY SOMCHANMAVONG, Petitioner, and LINDSEY MORRILL, Respondent.	DECREE OF DIVORCE Case No. 254901888 Judge: Corum Commissioner: Luhn
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The Petitioner, BOUALAY SOMCHANMAVONG, and the Respondent, LINDSEY MORRILL, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

PERSONAL PROPERTY

1. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.
2. During the course of the marriage, the parties acquired certain items of personal property.
3. Petitioner shall be awarded the following personal property:
 - a. Two dogs and one cat
 - b. Her respective computer
 - c. The bed
4. Respondent shall be awarded the following personal property:
 - a. His respective computer
 - b. Power tools
5. All other personal property shall be divided among the parties in a fair and equitable fashion as agreed upon by the parties.
6. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

VEHICLES

Vehicle	Awarded to Petitioner	Awarded to Respondent	Other
2007 Honda Accord	X		Petitioner shall be responsible for any loan against this vehicle.
2014 Subaru Crosstrek XV		X	Respondent shall be responsible for any loan against this vehicle.

7. Each party shall be responsible for the debts and liabilities related to their separate vehicles and shall hold the other party harmless from any liability associated therewith. The parties shall take all necessary steps to transfer the vehicles into their own names within 30 days of the date of entry of the Decree of Divorce.

REAL PROPERTY

8. During the course of the marriage, the parties acquired certain parcels of real property, including but not limited to:

- a. Home located at 4287 W Stratus St., Kearns, UT 84118

9. The real property shall be listed for sale by July 7, 2025. The parties shall cooperate in good faith with the sale. If any disagreements arise regarding the sale of the home, including but not limited to listing price, necessary repairs, or acceptance of offers, the parties shall follow the recommendations of the assigned realtor.

10. Upon the sale of the property, the net proceeds shall be distributed as follows:

- a. First, all costs associated with the sale of the property shall be paid, including but not limited to realtor commissions, closing costs, and any outstanding mortgage and second mortgage obligations.

- b. Second, Respondent shall be reimbursed in the amount of \$57,000.00 as repayment of her original down payment.
 - c. Third, the remaining net proceeds shall be divided equally, with fifty percent (50%) awarded to each party.
11. Until the home is sold, parties shall be equally responsible for all costs, repairs, maintenance, and mortgages for this piece of real property.

BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,
INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS
INTERESTS

12. Each party shall be awarded the bank accounts in their respective names free and clear from any claim by the opposing party.
13. Each party shall be awarded all retirement, stock option, and investment accounts in their respective names free and clear from any claim by the opposing party.

DEBTS AND OBLIGATIONS

14. During the course of the marriage the parties incurred certain marital debt.
15. The HELOC shall be paid in full with proceeds from the sale of the marital home as outlined above. Until the loan is paid, parties shall be equally responsible for the monthly payments.
16. The parties shall be responsible for all other debts in their own names and shall hold the other party harmless for any liability associated therewith.

17. Pursuant to §81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

ALIMONY

18. Both parties waive any claim to spousal support from the other, now or forever.

TAX RETURN

19. The parties shall file taxes for the 2025 tax year as each deem appropriate.

ATTORNEY'S FEES

20. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

21. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

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

23. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement 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.

24. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached between the parties. The final documents were prepared as a service to both parties and shall not be interpreted against either as the “drafting party.”

25. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce 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 has the same effect as if executed by the disobedient party.

26. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

*****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 5th day of May 2025.

*E-signed by Wade Taylor
with permission of Boualay Somchanmavong*

/s/ Boualay Somchanmavong

BOUALAY SOMCHANMAVONG

Petitioner

E-signed by Wade Taylor

with permission of Lindsey Morrill

/s/ Lindsey Morrill

LINDSEY MORRILL

Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 4th day of May 2025, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

VIA E-MAIL:

BOUALAY SOMCHANMAVONG

Petitioner

Email: aeikybreaky@gmail.com

LINDSEY MORRILL

Respondent

Email: ldmorrill@hotmail.com

LAW OFFICES OF WADE TAYLOR

/s/ Wade Taylor

WADE TAYLOR

Attorney