

The Order of the Court is stated below:

Dated: January 26, 2022
02:48:08 PM

/s/ MICHAEL D. DIREDA
District Court Judge



1MATTHEW N. OLSEN
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**DISTRICT COURT OF THE STATE OF UTAH
SECOND JUDICIAL DISTRICT
DAVIS COUNTY**

<p>KAREN LARSEN, Petitioner, vs. ARELL LARSEN, Respondent.</p>	<p>DECREE OF DIVORCE Civil No. 214702011 Honorable Michael D. Direda Commissioner T R Morgan</p>
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The above-entitled matter having come before the Court; Petitioner having heretofore filed her Declaration as to Jurisdiction and Grounds for Divorce and Declaration of Military Service; Petitioner and Respondent having executed a Stipulation and Settlement Agreement dated the 1st day of December 2021 and the 30th day of November 2021 respectively; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law; and upon motion of Matthew N. Olsen, attorney for Petitioner, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. Bonds of Matrimony. That the bonds of matrimony heretofore existing between

Petitioner, KAREN LARSEN, and Respondent, ARELL LARSEN, be and the same are hereby dissolved.

2. Residency. That Petitioner is a resident of Davis County, State of Utah, and has been for more than three (3) months immediately prior to the filing of the Verified Complaint for Divorce in this matter.

3. Marriage Information. That Petitioner and Respondent were married on the 27th day of January 2007, in Bountiful, County of Davis, State of Utah.

4. Grounds. That Petitioner and Respondent have experienced irreconcilable differences which cannot be resolved, and such has made it impossible for the marital relationship to continue.

5. Children, Custody, and Parent Time. That Petitioner and Respondent have no children born as issue of the marriage, and none are expected.

6. Alimony. That neither Petitioner nor Respondent shall be awarded alimony from the other party, and their claims shall be forever waived.

7. Real Property. That during the course of the parties' marriage, Petitioner and Respondent acquired a home and real property located at 1227 Carston Court, Farmington, Utah 84025.

8. That Petitioner shall be awarded the home and real property, free and clear of any claim by Respondent, subject to Petitioner paying to Respondent the sum of \$209,854.21, which sum is comprised of Petitioner's one-half share of the equity in the amount \$179,145.78, and Respondent's individual contribution toward the down payment in the amount of \$30,708.43. Petitioner shall be ordered to refinance the mortgage on the home and real property into her individual name within 90 days of the entry of the Decree of Divorce, and pay to Respondent the sum of \$209,854.21.

9. Personal Property. That during the course of the marriage, Petitioner and Respondent have acquired certain items of personal property.

10. That Petitioner shall be awarded the following items of personal property, free and clear of any claim by Respondent:

- a. Petitioner's vehicle;
- b. Petitioner's premarital property;
- c. A portion of the marital furniture, furnishings and fixtures as the parties may agree; and
- d. Petitioner's personal belongings.

11. That Respondent shall be awarded the following items of personal property, free and clear of any claim by Petitioner:

- a. Respondent's vehicle;
- b. Respondent's premarital property;
- c. A portion of the marital furniture, furnishings and fixtures as the parties may agree; and
- d. Respondent's personal belongings.

12. Debts and Obligations. That Petitioner shall assume and pay the following indebtedness:

- a. Petitioner's individual debts and obligations, to include her individual credit cards.

13. That Petitioner shall indemnify and hold Respondent harmless on all debts and obligations Petitioner is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

14. That Respondent shall assume and pay the following indebtedness:
 - a. Respondent's individual debts and obligations, to include his individual credit cards.
15. That Respondent shall indemnify and hold Petitioner harmless on all debts and obligations Respondent is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).
16. That if either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not made in a timely manner, the secured asset shall be placed for sale in order to protect the joint debtors. A party who makes payments on a delinquent asset, which the other party is ordered to pay, may seek reimbursement of the payment of that debt in addition to interest and attorney fees from the other party who failed to timely pay the debt.
17. That the allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and is considered in the nature of support to the other party. As a result, the parties shall not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt. The parties understand that this provision may not be binding on the bankruptcy court.
18. That each party shall make their best efforts to remove each other from any joint debts, obligations, loans, etc., by refinancing the debt, obligation, loan, etc., into their sole name.
19. That Petitioner and Respondent shall each assume and pay all debts and obligations incurred by them subsequent to the date of separation.
20. Savings Accounts, Checking Accounts and Investment Accounts. That during the course of the marriage, Petitioner and Respondent have acquired certain savings accounts, checking accounts, and/or investment accounts.

21. That Petitioner and Respondent shall be awarded their individual savings accounts, checking accounts and/or investment accounts, free and clear of any claim by the other party.
22. Retirement. That Petitioner and Respondent shall be awarded their individual retirement, pension plans, 401(k) accounts, savings plans, and/or profit sharing plans, etc., which either party has accrued through their employment or otherwise, free and clear of any claim by the other party.
23. 2021 Federal and State Tax Return. That Petitioner and Respondent shall be ordered to file a joint Federal and State tax return for the tax year 2021, with the parties equally dividing any tax refund realized therefrom, or any tax liability owing thereon. Further, shall the parties receive any future stimulus funds or government benefits related to their tax filing, the same shall be equally divided.
24. Attorney Fees. That Petitioner and Respondent shall be ordered to assume and pay their individual attorney fees and costs incurred herein.
25. Deeds and Other Documents. That each party shall execute and deliver to the other party such documents as are required to implement the provisions of the Decree of Divorce entered by the Court, including but not limited to titles and deeds.
26. Default. That in the event either party fails to comply with any of the terms and conditions set forth in the Decree of Divorce, the parties shall nevertheless be responsible for their individual attorney fees and costs.
27. Full Disclosure. That in the event a party does not disclose all assets to the other party, the party discovering the undisclosed asset or assets shall be awarded the entire asset or assets.
28. Notice to Creditors.
 - a. Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5 and 30-3-5(1)(c), as amended, the

parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

- b. Therefore, the party not obligated to pay a joint obligation shall:
- i. Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible.
 - ii. Notify that joint creditor of the current address for each party.
 - iii. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who was not required to pay the debt.

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), these Findings of Fact and Conclusions of Law does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.

APPROVED AS TO FORM:

 /s/ Arell Larsen

signed by MATTHEW N. OLSEN

with permission of ARELL LARSEN

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of January 2022, a true and correct copy of the forgoing **DECREE OF DIVORCE**, was hand delivered to the following:

Arell Larsen

Respondent

_____/s/ Marci Trujillo_____

MARCI TRUJILLO

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of January 2022, I sent by United States mail, a true and correct copy of the forgoing **DECREE OF DIVORCE**, first class postage prepaid thereon, to the following:

Arell Larsen

Respondent