

The Order of the Court is stated below:

Dated: December 16, 2022
05:00:27 PM

/s/ KRAIG POWELL
District Court Judge



Melvin A Cook (7489)
9571 South 700 East, Suite 104
Sandy, UT 84070
Telephone: (801) 746-5075
Email: melvinacook@gmail.com

Counsel for Petitioner

**FOURTH JUDICIAL DISTRICT COURT, SALT LAKE
UTAH COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

STEVEN HAMBLY

Petitioner,

and

JULIE HAMBLY

Respondent

DECREE OF DIVORCE

Case No. 224401878

Judge: Kraig Powell

Commissioner: Marla Snow

The Court, having made its Findings of Fact and Conclusions of Law, and good cause appearing, now enters the following:

DECREE OF DIVORCE

1. Based upon the parties' irreconcilable differences, the marriage between the parties is hereby dissolved and the parties are hereby declared divorced.

NO MINOR CHILDREN

2. The parties have no minor children together.

ASSET/DEBT DIVISION PERSONAL PROPERTY

3. The personal property acquired during the marriage shall be divided equitably between the parties as follows. The Petitioner is awarded the orchid, the food processor, his recipes and personal papers (birth certificates, etc.). The Respondent is awarded everything else in the house. As an equitable settlement for household furnishings, the Respondent shall pay to Petitioner the sum of \$3,000 no later than seven (7) days from the date of the signing of this agreement. The parties is awarded the other personal property in his or her own possession.

DEBTS

4. Each party shall be solely responsible for the debt they incurred individually in his or her own name and since the time of the parties' separation of finances on May 12th, 2022. Each party shall indemnify and hold the other party harmless from the debt which they are ordered to pay. The Chase Credit Card has been paid in full and shall be closed.

5. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. If a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

6. Pursuant to § 30-3-5(1)(c)(ii), Utah Code Annotated, the parties shall notify respective creditors or obliges, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

RETIREMENTS

7. Each party is awarded an equitable, 50% share of the retirement accounts accumulated during the marriage. The Respondent accumulated more funds in retirement accounts during the marriage than the Petitioner. Rori Hendrix shall prepare whatever qualified domestic relations orders or other documents are necessary in order to divide the retirement accounts. The parties will equalize the retirement account division using the Amerisource account to reduce the number of QDROs needed. Premarital amounts from Respondent's retirement accounts and offsetting amounts from Petitioner's retirement accounts shall be determined by the parties', through counsel, providing each other a copy of their retirement account statements as of the date of the marriage and/or the first account statement after the account was opened and as of the date of the entry of the decree of divorce within 14 days of entry of the Decree. The parties shall share equally the cost of the preparation of a Qualified Domestic Relations Order ("QDRO").

FINANCIAL ACCOUNTS

8. Julie will receive the Chase accounts ending in 0528 and 4091 and UCCU ending in 0270; Steven will receive the Chase accounts ending in 3737, 3889, 9086 and 2021. The UCCU account 9220, aka landscaping account, in the amount of \$48,725.79 is divided equally, with the Respondent paying Petitioner his \$24,362.90 share of this account no later than seven (7) days from the date of the signing of this Agreement.

9. Each party is awarded any life insurance accounts in his or her name.

VEHICLES

10. The Petitioner is awarded the 2013 Ford F150, free and clear of any claim of the Respondent. The Petitioner shall be solely responsible for the loan and any obligations associated with this vehicle and shall indemnify and hold Respondent harmless thereon. The vehicle is in Petitioner's sole name.

11. The Respondent is awarded the 2010 Buick Enclave, free and clear of any claim of the Petitioner. There is no debt associated with this vehicle. The vehicle is in both parties' names. Petitioner shall transfer sole title of this vehicle to Respondent within seven (7) days following the entry of the Decree of Divorce.

12. The Petitioner's premarital 2000 BMW 528 shall be given to the Respondent's son, Jake Barnes. The Petitioner shall transfer title to Jake Barnes within seven (7) days from the date of entry of the Decree of Divorce.

STOCK

13. The Respondent is awarded a one-half share of the Petitioner's Restricted Stock Units that were acquired during the marriage and shall receive her share if and when they vest. The parties will, to the extent possible, determine the most advantageous way to minimize the tax burden associated with these units.

14. The Respondent is awarded the Amerisource Bergen stock in her name, if any, free and clear of any claim of the Petitioner.

BONUSES

15. Each party is awarded any bonuses in his or her own name which were paid or will be paid after the parties separated their finances on May 12th, 2022.

MARITAL HOME

16. During the marriage, the parties acquired a home located at 9957 North Patriot Drive, Eagle Mountain Utah 84005.

17. Based on an appraisal done by Jerry Webber, as agreed upon by the parties, the marital home is currently valued at \$735,000. The parties currently owe about \$465,000 on the home mortgage. There is \$270,000 worth of equity in the house. Petitioner is awarded \$76,000 as his share of equity in the house.

18. The Respondent is awarded exclusive possession of the house and shall be solely responsible for all payments and obligations associated with the house and any escrow overages or arrears, including but not limited to mortgage, utilities, taxes and insurance, maintenance and upkeep and any legal claims associated with the home.

19. The Respondent shall refinance the house and pay Petitioner his \$76,000 share of the equity in the home within six (6) months of the date of entry of the Decree of Divorce. If the Respondent fails to do so, the home shall be immediately listed for sale with a mutually agreed upon realtor and sold at a mutually agreed upon price. The Petitioner shall be paid \$76,000 from the net proceeds of the sale and the Respondent shall be paid the remaining net proceeds of the sale.

20. Within three months from the date of the entry of the Decree of Divorce, the Respondent shall provide to Petitioner a letter from the lender showing that she is pre-approved for the refinance. If the Respondent fails to do so, the home shall be immediately listed for sale with a mutually agreed upon realtor and sold at a mutually agreed upon price. The Petitioner shall be paid \$76,000 from the net proceeds of the sale and the Respondent shall be paid the remaining net proceeds of the sale

LANDSCAPER LAWSUIT

21. The parties shall divide equally the net proceeds of the lawsuit the Petitioner may bring against the parties' landscaper, after Petitioner first deducts the attorney fees she pays out of pocket and costs to repair the damage caused by the landscaper. If attorney fees are awarded to the Petitioner in the lawsuit, then the parties shall simply divide equally the net proceeds from the lawsuit.

ALIMONY

22. Neither party is awarded any alimony, past, present or future.

RESTORATION OF PRIOR NAME

23. At her sole option, Respondent shall be restored the use of her prior and shall hereafter be known as Julie Marie Carpenter.

MISCELLANEOUS

24. Each party shall be solely responsible for his or her legal fees and court costs incurred in connection with this matter.

25. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this divorce decree. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring 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.

**** 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

/s/ Kristin Jacobs

Krisitn Jabobs Counsel for Respondent (signed electronically
by Melvin A Cook with permission from Kristin Jacobs)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day of December 5, 2022, I served a true and correct copy of the foregoing Decree of Divorce on the Respondent's attorney via email and the Court's electronic filing system as follows:

Kristin Jacobs

kristin@kjacobslaw.com

/s/ Melvin A Cook _____

Melvin A Cook