**Dated:** June 27, 2023

02:53:33 PM



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## IN THE THIRD JUDICIAL DISTRICT COURT

## OF SALT LAKE COUNTY, UTAH

	* * * * *
	)
In the matter of the marriage of	) DECREE OF DIVORCE
	)
MONICA L. POOR	)
	) Case No. 23-4900966 DA
and	)
	) Judge Amber M. Mettler
JEREMY G. POOR	) Commissioner Joanna B. Sagers
	)
	* * * * *

This matter came before the Court on petitioner's Notice to Submit for Decision.

Pursuant to Section 30-3-4, Utah Code Ann., petitioner submitted an affidavit in which jurisdiction and grounds for divorce were established. The parties' Settlement Agreement, which resolves all issues in this matter, is on file with the Court.

Good cause appearing, and the Court having entered its Findings of Fact and Conclusions of Law, the Court enters the following Decree of Divorce:

- 1. Petitioner ("Monica") is hereby granted a Decree of Divorce from respondent ("Jeremy") on grounds of irreconcilable differences.
- 2. Jeremy is awarded the home and real property at 11392 Lake Run Road in South Jordan, Utah, subject to all outstanding indebtedness and holding Monica harmless thereon.

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- 3. To compensate Monica for her in interest in the home and to equalize the division of nonretirement assets, Jeremy shall pay Monica \$65,471.00 by August 25, 2023. Monica shall vacate the residence within ten days following receipt of this payment. Jeremy shall not to cancel Monica's telephone or internet service until after she has moved out.
- 4. Jeremy is be awarded the 2018 Jeep automobile and the 2007 Triumph motorcycle.

  Monica is awarded the 2021 Kia Forte automobile. Neither vehicle is encumbered by debt.
- 5. The parties intend to divide their furniture, furnishings, and remaining items of personal property fairly and equitably. They are not expecting a dispute, but should one arise the parties will submit to mediation with each paying one-half of the cost.
- 6. There are no other joint bank accounts. Each party shall retain the funds on deposit in his or her name.
- 7. There are no joint debts. Each party shall pay and be responsible for all obligations in his or her name.
- 8. Jeremy shall pay Monica \$30,000.00 as a lump-sum alimony payment not later than August 25, 2023.
- 9. Monica is awarded \$17,343.00 from Jeremy's Thrift Savings Plan and a prorata share of Jeremy's retirement benefit under the Federal Employees Retirement System. "Prorata" means one-half of the fraction whose numerator is the number of months of Federal civilian and military service that the employee performed during the marriage and whose denominator is the total number of months of Federal civilian and military service performed by the employee. The parties will use Rori Hendrix to prepare these orders, sharing the cost equally.
- 10. Monica is also be awarded a prorata share of the former spouse annuity under Section 8341(h)(1) of Title 5, United States Code.

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- 11. Each party shall pay his or her attorney's fees without reimbursement from the other.
- 12. Monica is hereby restored to her former name of Monica Lynn Hayes.
- 13. Except as set forth herein, neither party owes the other anything as of June 26, 2023.

\*\*\*The Court's electronic signature appears at the top of the first page\*\*\*

## Approved as to form:

\_/s/\_Bradley S. Blanchard\_\_\_\_ Attorney for respondent signed by James H. Woodall w/approval via email