

The Order of the Court is stated below:

Dated: June 06, 2023
09:44:33 AM

/s/ KEITH KELLY
District Court Judge



Russell Yauney (13409)
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Attorney for Heather Forsgren

In the District Court of Utah

Third Judicial District, Salt Lake County

In the Matter of the Marriage of

Heather Forsgren,
Petitioner

and

John Erik Forsgren,
Respondent

**DECREE OF DIVORCE AND
JUDGMENT**

Civil No. 234901365

Judge Keith Kelly

Commissioner Michelle Blomquist

The above-entitled matter came before the Honorable Keith Kelly. The Petitioner was represented by Russell Yauney. There are no minor children remaining that were born of this marriage and more than thirty days has passed since this matter was filed with the Court. The Court has received the parties' written Stipulation and Settlement Agreement. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, hereby enters the following:

ORDERED, ADJUDGED AND DECREED:

1. Petitioner is hereby awarded a Decree of Divorce from the Respondent, such to become final upon signature and entry herein.

Information Relating to the Children of the Parties

1. There are no minor children and none are expected.

Provisions Relating to Real Property

2. The parties own a home located at 7162 S. Shadow Cove, Cottonwood Heights, Utah 84121. The parties agree to immediately list the home for sale with Carlye Webb with Sotheby's. The parties will sell in "as is" condition unless otherwise agreed in writing which can consist of a text or email. The terms of the listing and sale of the property will be as recommended by the realtor if the parties are unable to agree. The home is not encumbered by a mortgage. From the proceeds of the sale, the parties will pay the cost of the sale (realtor fees, closing costs, etc.), pay off in full the Chase Marriott Visa (bal. approx. \$9622); American Express (bal. approx. \$9,654); and, Citi Visa Costco (bal. approx. \$8,282). The remaining equity in the home will be equally divided between the parties. John will pay to Heather from his share of the equity \$100,000 as a lump sum settlement agreement and an additional \$12,000 to offset the value of the vehicles. If there is a

refund of the homeowners' insurance and property taxes that have been paid, the parties will divide those amounts equally.

Provisions Relating to Personal Property/Financial Accounts/Retirement

3. **Personal Property.** Each party will be awarded his or her premarital and separate personal property and personal items (e.g. clothing, memorabilia, etc.).
4. The parties will divide their personal property and household furnishing items prior to moving out of the home. If the parties cannot agree on how to divide the items, Heather will flip a coin to see who chooses first and the parties will alternate choosing personal property items.
5. **Vehicles.** Heather will be awarded the 2013 Hyundai Elantra free and clear of any claim by John. There is no loan on the vehicle. John will be awarded the 2019 Ram Truck free and clear of any claim by Heather. There is no loan on the vehicle. The parties will cooperate in transferring titles consistent with the terms of ownership herein.
6. **Financial Accounts/Retirement Accounts.** The parties will divide the financial and retirement accounts, as follows:

Account	Approx. Bal.	Heather	John
Utah Power C.U. 4772 Savings	\$889	50%	50%
Utah Power C.U. 4772 Checking	\$2,000	50%	50%
Utah Power C.U. 4772 Child Expenses Acct.	\$6723	50%	50%
MACU 1228	\$1066	100%	

TIAA U of U Retirement	\$7,505	50%	50%
Fidelity Retirements	\$211,738	50%	50%
Merrill Lynch Retirements and Medical Savings Account	\$121,894	50%	50%

7. The retirement accounts will be divided as of May 2, 2023, and each party will be entitled to any gains or losses on assets received. The parties will hire Rori Hendrix to prepare any necessary QDRO's to divide the retirement accounts and share equally in that cost.
8. The parties will divide their bank accounts as shown above as of May 2, 2023, and will cooperate in closing the accounts once the home is sold. Some auto payments for home-related expenses (e.g. utilities) come from the bank accounts and the parties will ensure there are sufficient funds for those payments. Each of the parties will be responsible for one-half of the groceries, telephone, television/internet, credit card payments, and pet expenses until the home is sold. John will reimburse Heather \$120 per month for as long as he is on Heather's insurance.

Provisions Relating to Alimony

9. Neither party is in need of alimony and any claim for alimony is forever waived.

Provisions Relating to Debts

10. The parties will pay off the balances in full from the following credit cards from the proceeds of the sale of the home: Chase

Marriott Visa (approx. \$9622); American Express (approx. \$9654); and, Citi Visa Costco (approx. \$8,282). The total mediation fees for May 2, 2023 will be paid from the Chase Marriott Visa. Neither party will incur any additional expenses on these credit cards as of May 2, 2023. Each of the parties will be entitled to use up to one-half of any points, miles, etc. The credit cards will be closed upon the first of the following to occur: Heather obtains a mortgage on a new home or six (6) months after the sale of the marital home.

11. Heather will be liable for any debts held in her name except as otherwise stated herein and hold John harmless therefrom.
12. John will be liable for any debts held in his name except as otherwise stated herein and hold Heather harmless therefrom.

Miscellaneous

13. **Former Name.** Petitioner may be restored the use of her former name, Heather Van Oostendorp, should she choose to do so.
14. **Identity.** Neither party will use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other services.
15. **Execution of Documents.** Both parties will sign and fully execute whatever documents are necessary to implement the provisions of the Decree of Divorce entered herein.

16. **Attorney Fees.** Each party will pay his or her own attorney fees and costs incurred herein.
17. For the purposes of the Soldiers' and Sailors' Civil Relief Act, 50 U.S.C. § 520, neither party is a member of the military.

In accordance with the Utah State District Court eFiling standards No 4, and URCP 10(e), this Order 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 along with the court's seal and the date and time the Order was executed.

Approved as to form

/s/ Jared Hales

Attorney for Respondent

(signed by Russell Yauney with
permission from Jared Hales by email)

Certificate of Service

I certify that on May 16th, 2023, I caused the forgoing Decree of Divorce and Judgment to be served on the individuals below by the method noted, in accordance with Utah R. Civ. P. 5:

Jared Hales
jared@mconkiehales.com
Via Email

/s/ Marsha Stroh