



Ben Brown, No. 9332
MOODY BROWN LAW
Attorneys for Petitioner
2525 N. Canyon Rd.
Provo, Utah 84604
Telephone: (801) 356-8300
Fax: (801) 356-8400
Email: bbrown@moodybrown.com

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH

137 North Freedom Blvd, Provo, UT 84601

In the matter of the marriage of:

GLENN PRESTWICH,

Petitioner,

and

JAN KAYE PRESTWICH,

Respondent.

DECREE OF DIVORCE

Civil No. 254403022
Judge Low
Commissioner Ito

This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was previously filed. The Court having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

GROUND AND JURISDICTION

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved, and the Petitioner is hereby awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

2. Residency. Petitioner (hereinafter “Glenn”) has been a resident of Utah County for at least three months prior to the filing of this action.

3. Marriage Statistics. Glenn and Respondent (hereinafter “Jan”) were married on June 20, 2015.

NO MINOR CHILDREN

4. Children. There were no children born at issue of this marriage and none is expected.

TAXES

5. Tax Returns. Glenn and Jan will continue filing taxes for 2025 as *married filing separately* until the Decree of Divorce is entered by the court. Any income tax refund received or tax liability incurred will be that of the individual filer.

ALIMONY

6. Alimony. Glenn and Jan each knowingly and voluntarily waive any right to alimony, now and in the future, and neither party is awarded alimony.

PROPERTY

7. Personal Property. During the course of the marriage relationship, the parties have acquired certain personal property. The parties also possessed premarital personal property which is considered separate property and awarded to the original owner. The parties are each awarded the personal property as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2014 Ford F150	Glenn
2009 Toyota FJ Cruiser	Jan
1965 Shasta (gift shop trailer) and product it contains	Jan

(\$10k value w/ product)	
Boat	Sell, with each party receiving ½ of the proceeds
Camper	Sell, with each party receiving ½ of the proceeds
Premarital personal property (his)	Glenn
Premarital personal property (hers)	Jan
Couch	Jan
Dresser	Jan
Armoire	Jan
Futon (Single Bed)	Jan
Television (of her choice)	Jan
Decorations acquired during the marriage	½ each
Razr	Glenn
Dogs (Two Dogs)	Jan

- a. The parties will pick up personal property from the marital home within 30 days from the date the Stipulation is signed at a mutually agreed upon time. Both parties will cooperate with each other in distributing the personal property.
- b. Glenn will assist Jan in removing the Shasta Trailer from the property to a location she will designate.
- c. Glenn will list the boat and camper within 30 days of signing the Stipulation. Glenn will accept reasonable offers. Within 10 days of the signing of the Stipulation, Glenn will pay Jan \$5,000 for her share of the Razr.
- d. Glenn may have Jason Beal pick up the Razr from the marital home with 3 days of the date of the Stipulation.

8. Bank/Financial Accounts. During the marriage the parties acquired various bank and financial accounts which are awarded as follows:

<i>Account Description:</i>	<i>Approx. Balance</i>	<i>Awarded to:</i>
Bank accounts (his)	Balance	Glenn
Bank accounts (hers)	Balance	Jan

a. The parties will cooperate to sign any necessary documents to transfer accounts to the individuals awarded the account above (if applicable), by no later than 10 days from the signing of the Stipulation.

9. Real Property. The parties did not acquire real property during the course of this marriage. Glenn owns premarital property located at 2004 North 900 West, Lehi, UT 84043. Glenn is awarded all right, title, and interest in and to said real property. Jan will move out of the marital home by no later than 30 days after the date of the Stipulation. Jan hereby waives any right, title, or interest she may have in said real property. Glenn hereby agrees to accept and assume exclusive responsibility for any and all debt or obligation arising out of the purchase or ownership of said real property. Jan is awarded \$10,000 for her share of the equity in the marital home. Glenn will pay this amount to Jan within 10 days of the date of the Stipulation.

DEBTS

10. Debts. Glenn and Jan acquired debts during the marriage. Each will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
UCCU (2014 Ford F150 loan)	\$5,000	Glenn
UCCU Visa Credit card	\$732.61	Glenn
Capital One Savor	\$3,844	Glenn
UCCU (home furnace/AC loan)	\$8,376.64	Glenn
Credit cards (hers)	Balance	Jan

a. Neither party will incur any additional liability on joint credit cards or any joint accounts.

b. Other Debts. Each party will be responsible to pay any other debt he or she individually incurred. If any other joint debts are later discovered and not stated and divided herein, the person incurring the debt will be solely responsible for the payment thereof and will hold the other party harmless therefrom.

c. Creditors. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

d. Notification to Creditors. The parties may notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

e. Delinquency in Payments. 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 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.

FINANCIAL ACCOUNTS

11. Retirement. 1Glenn has retirement, pension, 401 (k), stock, stock options, and/or profit-sharing plans through his place of employment or otherwise. Jan will receive \$23,000 of all benefits and accounts accrued pursuant to such plans during the marriage and her share will include gains, losses, earnings, and interest from the date of the Decree to the date of account segregation. Glenn represents there have been no withdrawals from the retirement for no less than one year prior to the date the Petition for Divorce was filed but, if any withdrawals were made, Jan will receive one-half of any such withdrawals. Glenn specifically warrants that he has no other such retirement plans.

12. A Qualified Domestic Relations Order will be prepared by Moody Brown Law. Each party will pay one-half the cost of the total cost of preparation and one-half of all processing fees. To simplify calculations, the parties will use the ending balance of the December 31, 2025 quarter statement from each plan being included in the award. The parties understand it is their responsibility to cause that the appropriate Qualified Domestic Relations Order(s) be prepared. The parties understand that the cost must be paid prior to the preparation of the QDRO. Glenn is enjoined from withdrawing, transferring, pledging, or borrowing such benefits until an entry and acceptance of all appropriate QDROs by Plan Administrators. In the event that Glenn receives any of the benefits awarded to Jan from these accounts as indicated within this paragraph, Glenn will receive that benefit in the form of a constructive trust for the Jan, and Glenn is ordered to pay the benefit directly to Jan within thirty days of its receipt. The parties will ensure that the QDRO is completed within 30 calendar days.

MUTUAL RESTRAINT

13. Glenn and Jan are mutually restrained from harassing, annoying, or otherwise bothering the other party. Glenn and Jan are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph, and will have the affirmative duty to use his or her best efforts to prevent third parties from such violation.

14. Neither party is allowed to use the other's likeness, picture, name, identification, or credit for personal gain, such as obtaining credit, opening accounts, or acquiring services in order to prevent one party from exploiting the other's identity or financial standing post-divorce. The parties are restrained from making public comments, sharing posts, or posting photos about each other or the divorce proceedings on social media platforms such as

Facebook, Instagram, Snapchat, etc. in order to protect the privacy of both parties and avoid any public airing of grievances or details about divorce.

15. Both parties are restrained from coming to the home, work place, or places where the other party is known to be present without the other party's express permission.

MISCELLANEOUS PROVISIONS

16. Attorney's Fees and Costs. Each of the parties will assume and pay their own attorney fees and cost.

17. Former Name. Jan will be restored to her former name of Jan Kaye Glover. The Court will enter an Order of Name Change, if necessary.

18. Each of the parties hereto has contributed to the drafting of the Stipulation, and no provision will be construed against any party as being the draftsman thereof. The Stipulation will therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted. The Parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

19. The parties understand that their attorneys do not offer legal advice as to the tax implications herein and are aware that they have the right to seek advice from a tax expert as to the specific tax consequences to them prior to signing the Stipulation.

20. Both parties will sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

21. Resolution. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.

22. Arrearages. This Decree resolves all claims either party has against the other including but not limited to past alimony and any other financial claims through the date of the signing of the Stipulation.

23. Full Disclosure. Each party warrants that they have provided a complete, accurate, and current disclosure of all income, assets, and liabilities. This means that both individuals are affirming they've fully disclosed all their financial matters, ensuring transparency in the division of assets and responsibilities.

a. Consequences of Non-Disclosure: Both parties acknowledge that any deliberate failure to disclose financial information fully could be considered perjury, a criminal offense. This highlights the seriousness of honest and complete disclosure during divorce proceedings.

b. Scope of Property: The property referred to in the stipulation includes all property to which either party has any legal or equitable interest, whether owned individually or jointly with the other party. This ensures that all assets, regardless of ownership type (joint or separate), are accounted for in the division.

d. In short, this provision seeks to ensure transparency, full financial disclosure, and accountability from both parties in the divorce process. It also establishes that any deliberate concealment or misrepresentation could have legal repercussions

24. The above-referenced court has jurisdiction to make a final determination in this action. The court has authority to enter final documents and a Decree based on the Stipulation of the parties.

25. The Stipulation of the parties was effective once signed by all parties.

Order is signed when electronically stamped by the Court on the first page

APPROVED AS TO FORM:

With the permission of:

/s/ John D. Seegrist (by email authorization on 04/07/2026)

JOHN D. SEEGRIST

Licensed Paralegal Practitioner for Respondent