



Alex C. Koenig, #18982
RCG LAW GROUP
 10619 South Jordan Gateway, Suite 100
 South Jordan, Utah 84095
 Tel: (801) 893-2887
 Email: alexk@rcglawgroup.com
Attorney for Rachel Ann May

**IN THE FOURTH DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH**

In the Matter of the Marriage of: RACHEL ANN MAY, Petitioner, and JOSEPH ESPINOZA, Respondent.	DECREE OF DIVORCE Case No. 264400187 Judge: Roger W. Griffin Commissioner: Marla Snow
---	---

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation for Divorce* (“Agreement”), a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

Rachel Ann May is awarded a Decree of Divorce from Joseph Espinoza on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

DEBTS AND OBLIGATIONS

1. During the course of the marriage, the parties acquired certain debts and obligations. Rachel is unaware of any joint debts. Each party shall be ordered to pay the debt(s) in their own name and hold the other party harmless therefrom. If any joint debts are discovered, then the party who incurred the debt shall be responsible and liable for it.

2. Each party shall assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, student loans, utility bills) incurred by that party after separation.

3. **Secured Debt:** Each party being awarded property shall also be responsible for the debt associated therewith.

4. Pursuant to Utah Code 81-4-406(4), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

PERSONAL PROPERTY

5. **Personal Property:** During the course of the marriage relationship, the parties acquired certain items of personal property which shall be divided as follows:

Property	Awarded To
2021 Acura RDX	Rachel
2018 Audi A5	Joseph
Traeger smoker and smoking supplies	Joseph
Joseph's e-bike and chargers	Joseph
All marital personal property currently in Joseph's possession	Joseph
All other marital personal property unless otherwise set forth herein	Rachel

a. Each party shall be awarded their own personal belongings.

b. If there is a dispute as to any items of personal property, the parties shall return to mediation prior to seeking court intervention.

6. **Accounts:** The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. These accounts have already been split, and the

parties shall be awarded the accounts that are currently in their possession, consistent with the agreement of the parties.

7. **Businesses:** During the course of the marriage, the parties have not acquired an interest in any business entities.

RETIREMENT ASSETS

8. During the course of the marriage, both parties have acquired pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans. The parties shall be awarded the retirement accounts in his /her respective name.

REAL PROPERTY

9. During the marriage, the parties have acquired an interest in real property, commonly known as 1577 W. Quailhill Rd., Saratoga Springs, UT 84045 (the “Home). The Home shall be listed for sale and the parties anticipate selling the property as soon as reasonably practicable.

The following terms and conditions pertaining to the sale shall apply:

- a. Rachel shall continue to have the exclusive right to reside in the Home during the listing and sale process.
- b. Neither party shall further encumber the Home.
- c. Rachel shall continue to pay the mortgage, tax, insurance, and utility payments until the Home is sold.
- d. The Home shall be listed no later than April 15, 2026. The parties shall list the Home with the same Realtor through whom they purchased the Home, Jordan Hale. The parties shall follow the recommendations of their listing Realtor as to asking price, necessary repairs, Home presentation, and other matters.

e. The parties are required to execute a real estate Listing Agreement with that agent.

An addendum to the Listing Agreement or Disclosure, as applicable, will also be provided to the parties explaining the agent's duties as the listing agent. The agent is approved to:

- i. Perform analysis of real property value, assess encumbrances and clouds on title, explain consequences arising therefrom, and provide recommendations of viable options to the Court;
- ii. List and sell the real property identified herein if the conditions are met to require the sale;
- iii. Communicate with Petitioner and Respondent and their attorneys regarding critical issues including but not limited to (a) Setting of the sale price; (b) Showing of the real property; (c) Evaluation of offers; (d) General handling of the transaction; (e) Disposition of sale proceeds;
- iv. Earn fees relating to their appointment, as necessary

f. The parties must ensure the following:

- i.** A walkthrough of the Home shall be scheduled within 7 calendar days, or less.
- ii.** Listing appointments shall be completed within 7 calendar days, or less, after the walkthrough is completed.
- iii.** Listing paperwork shall be signed within 72 hours, or less, after listing appointments are completed.

- g.** Should the parties not mutually agree on a list price, the agent shall set the list price and future price modifications, supported by a market analysis, and provide such reports to the parties and to Counsel.
- h.** Contractual Obligations: The parties shall respond to offers, counteroffers, repair requests, and any other contractual obligations prior to their expiration or deadline, which may be less than 24 hours. Should either party fail to respond prior to these timelines and cause offers to expire or cause the parties to be in breach of contractual obligations, the agent shall notify Counsel and the Court, if required, immediately.
- i.** The agent's work, as required by the Court, cannot be performed without cooperation of the parties. The parties must fully cooperate with and be responsive to the agent's processes, procedures, and requests in furtherance of selling the Home. The parties must provide all documents requested by the agent or their staff upon request. Any objections shall be directed to each party's Counsel or directly to the Court.
- j.** Each party must provide timely responses to questions and requests of the agent and their staff.
- k.** If requested by the agent, the parties must provide them with written authorizations, including third-party authorizations for lenders or services, directing third parties to provide documents, records, and/or information. Any objections shall be directed to the agent, each party's Counsel, and directly to the Court.
- l.** The agent's scope of services shall include ensuring the division and distribution of proceeds from the sale of the property are provided to Escrow/Title Company and

that Escrow's/ the Title Company's amendments and/or instructions are consistent with the Court's orders as contained herein.

m. When the Home is sold, the proceeds shall be applied as follows:

- i.** First, to pay any sales commissions and closing costs due from the parties;
- ii.** Second, to pay off any mortgage or other loans outstanding against the Home, including the first mortgage, second mortgage, and solar loan;
- iii.** Third, any remaining proceeds shall be equally divided between Rachel and Joseph. Before delivering these sums to the parties, the Escrow Agent shall subtract the sum of \$7,500 from Rachel's portion of the divided equity and deliver that sum to Joseph at the close of escrow, in addition to his fifty percent (50%) of the Home's equity.

MISCELLANEOUS

10. Alimony: Both parties to this action are able-bodied and employed, and neither party shall be awarded any alimony from the other now or in the future.

11. Taxes. For tax year 2025, the parties shall file separate tax returns. Each party shall be awarded any refund and shall be solely responsible for any shortfall in those returns.

12. Mutual Restraining Order: Both parties shall be restrained from making disparaging remarks to one another, either verbally, in writing or otherwise. Both parties shall be mutually restrained from harassing or threatening the other party. The parties shall not enter the residence of the other party without permission from that party. Each party shall be restrained from posting any disparaging or derogatory stories, pictures, statements about the other party on any social media sites. Both parties shall be mutually restrained from allowing third parties to do what they

themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not. Neither party shall 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 service.

13. Delivery of Documents and Duty to Sign Documents: Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court. Should a party fail to execute a document within 90 days of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may 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.

14. Interpretation/Applicability: This document shall be governed by Utah law in all respects. Any references to Utah statute herein shall mean the Utah Code in effect as of the date of entry of the final order.

15. Severability: If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

16. Disclosure: The parties acknowledge that each has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any

interest whatsoever, and that the Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

17. Full Settlement: Contingent on the court entering final orders fully consistent with the terms hereof, the Agreement shall fully and finally resolve both parties' pending petitions for divorce. The terms set forth herein shall affect a full and complete settlement of all claims and disputes between the parties, and supersedes any prior oral or written agreements between them. Both parties acknowledge that the Agreement is a compromise settlement agreement resolving disputed claims, and that the terms hereof cannot be construed as an admission of any kind of fault or wrongdoing on the part of either party. Without limiting the generality of the foregoing, each party hereby represents and warrants that he/she/they: has conducted all discovery that he/she/they wishes to conduct and is satisfied that he/she/they has adequate information to settle this case; has carefully read the Agreement and had ample opportunity to discuss the terms hereof with independent legal counsel of his/her/their own choosing; understands the foregoing and intends and agrees to be bound hereby of his/her/their own free will and volition (free from duress, coercion, or undue influence of any kind); and attests that the above terms are fair, equitable, reasonable.

18. No Construction Against Drafter: Each of the parties understands, acknowledges, and agrees that they have contributed to drafting the Agreement, and specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring

construction against the drafting party.

19. Attorney Fees. Both parties shall pay their own attorney's fees in this matter.

20. Waiver of Hearing and Mediator. The parties do not desire to have a hearing or a trial to have the court decide these issues and they waive such rights. The parties understand that the Mediator is not giving legal advice to either party but is a neutral facilitator only. The parties have not relied on the representations of the Mediator in any way in the determination of the acceptability of the agreement. The parties have the right to advice of legal counsel of his or her own choice before signing the agreement and have received such advice or hereby waive that right.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Jason White

JASON WHITE (permission given via email)

Attorney for Joseph Espinoza

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

JOSEPH ESPINOZA: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by Rachel Ann May counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of April 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Notification to:

Jason White

Attorney for Joseph Espinoza

/s/ Alex C. Koenig

ALEX C. KOENIG

Attorney for Rachel Ann May