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

In the Matter of the Marriage of:

RYAN BRUCE GIFFORD,

and

KRISTINA GIFFORD.

DECREE OF DIVORCE

Civil No. 254402936
Judge Kraig Powell
Commissioner Marian Ito

The above-captioned matter came on regularly for consideration by the court without hearing pursuant to Utah Code 30-3-4. Pursuant to the *Stipulation and Settlement 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:

1. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.
2. **Residency:** The Respondent is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.
3. **Marriage Statistics:** The parties were married on November 27, 1998 in Davis County, Utah, United States and are presently married.
4. **Grounds:** The parties are presently married and are obtaining a divorce.

Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

5. Real Property: Tina will have exclusive use and possession of the marital property located at 3838 east Barton Creek Drive, Eagle Mountain, Utah 84005 commencing on April 1, 2026, until the time the home is sold. The parties will cooperate to transfer the utilities into Tina's name within thirty (30) days of the signing of the Stipulation. Tina shall hold the other party harmless on all debts and liabilities associated with the home. The parties will list the home for sale no later than February 5, 2029, at Tina's option. Tina must be the primary resident of the home or it shall be listed for sale. At time of sale, the parties agree to immediately put the home for sale with a mutually agreed upon Real Estate Agent. Thirty days prior to sale, Tina shall give Ryan three names for Real Estate Agents and Ryan shall choose one within 14 days of receipt. The parties shall follow the advice of the Real Estate Agent regarding listing price, repairs, expenses, and anything else needed for listing the home. Tina shall keep the home in show condition once it is listed for sale. Upon the sale of the home at a reasonable market value price, the proceeds of the home shall be distributed as follows:

- i. First, the parties shall pay the cost of sale;
- ii. Second, the mortgage shall be paid;
- iii. Thereafter, the equity is equally divided between the parties.

6. Personal Property: During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
1978 Honda	Ryan
Dirtbike TW	Ryan
2006 Jeep Wrangler	Ryan
2009 Kawasaki Vulcan	Ryan
Camping Trailer	Ryan
2017 Chevy Bolt	Tina
Kia	Daughter

a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

7. **Debts:** The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Debts in Tina's Name including but not limited to her Amex and her Student Loans	Tina
Debts in Ryan's Name including but not limited to the AFCU Credit Card and his Student Loans	Ryan
AFCU Auto Loan Payment	Tina

a. **Accumulation of Debt:** Ryan shall exclusively assume liability on the AFCU Joint credit card debt and will hold Tina harmless so long as the joint liability remains open.

b. **Auto Loan:** Tina shall assume the monthly payment of the AFCU auto loan and will timely pay the auto loan payment by the 13th of each month effective April 1, 2026 (when alimony begins). Ryan may receive a claim against Tina for any monthly payment not timely made. Upon the Auto

Loan being paid in full, the AFCU joint accounts will be closed or transferred to one party.

- c. **Other Debts:** The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
- d. **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.

8. Financial Accounts: The accounts shall be awarded as follows:

<i>Financial Institution</i>	<i>Approx. Balance</i>	<i>Awarded to:</i>
AFCU Checking***8760	\$44,000	½ each as of March 23, 2026
AFCU Savings***8760	\$19,400	½ each as of March 23, 2026
MACU (Tina's)	\$8,302	Tina
New York Life Annuity	\$29,259.00	Ryan
DMBA 401(k)	\$160,192.00	Tina
DMBA Empower Pension	--	½ each as of subparagraphs below

Fidelity Dell 401(k)	\$89,437.31	Ryan
Fidelity Global Payment 401(k)	\$9,198.09	Ryan
Fidelity VMWare 401(k)	\$0.00	Ryan
Fidelity ReliaQuest 401(k)	\$33,490.52	Ryan
HSA	\$3,509.41	Ryan

a. Date of Division. The AFCU Checking and Savings account will be divided on Monday, March 23, 2026.

9. Retirement Accounts:

a. Tina is awarded Ryan's entire DMBA 401k account in totality.

b. The parties shall equally divide the marital portion of the Master Retirement DMBA pension and will divide the amount with each receiving $\frac{1}{2}$ of the marital portion as defined by the Woodward formula. The division date shall be the entry of the Decree of Divorce.

c. Each party's share of the equity in the retirement accounts shall include gains or losses on each party's awarded portion, through the date the division occurs.

d. The parties shall equally split the cost associated with splitting the accounts or QDRO's, if any.

e. The parties shall mutually cooperate in releasing the necessary information for the preparation of the QDRO(s).

f. Neither party will draw from or borrow against the retirement accounts prior to the division of the accounts.

10. Property Settlement: Ryan shall pay Tina a property settlement of \$3,175 within

30 days of the entry of the Decree of Divorce.

11. Taxes: The parties will file married filing jointly for the 2025 tax year. The parties will equally share in any cost of preparation of taxes. The parties will equally share any tax refund or tax liability. For the tax year 2026 and onward, Tina shall be entitled to claim any mortgage interest deductions associated with the home.

12. Stock: Any stock/Equity units (hereinafter equity units) for ReliaQuest that was awarded or granted during the term of the marriage shall be awarded $\frac{1}{2}$ to each party. Ryan acknowledges that he was awarded or granted a lump sum number of equity units when first being employed with ReliaQuest approximately four (4) years ago and are anticipated to vest within five (5) years of employment. No later than April 20, 2026, Ryan shall give Tina the documentation of the initial award, any other awards given during the marriage, and the potential value. In the event the stock vests within twelve (12) months of the entry of the Decree of Divorce, Ryan shall execute the documents necessary to transfer half of the equity units to Tina within thirty (30) days of the stocks vesting. In the event the stock vests outside of twelve (12) months of entry of the Decree of Divorce, Tina shall be given one-half of the net amount, based upon the calculation of the Woodward formula.. Ryan shall not attempt to delay the vesting of any stock to negatively impact Tina's portion of the equity units.

13. Personal Injury Settlement: Tina is awarded the total personal injury settlement for her car accident and Ryan waives any rights therefrom.

14. Life Insurance: Ryan shall maintain a work policy of life insurance (which is currently valued at approximately \$245,000) as long as it is reasonably available through his employment. He shall name Tina as the sole beneficiary until alimony ceases.

15. Name: Tina is restored to her maiden name of Sims, and shall be known as Kristina Leolani Sims.

16. Status Quo: The parties shall maintain the financial status quo until April 1, 2026, when the alimony obligation shall begin.

17. Alimony: Ryan shall pay Tina the following alimony which shall be terminated by the receiving party's remarriage, cohabitation, or the death of either party. This shall be done through an electronic transfer:

a. The total alimony term shall be for 14 years, unless sooner terminated by statute or as designated herein.

b. Tier 1: From April 1, 2026 through Tina's graduation from her bachelor's degree (or if she does not enroll in a bachelor's degree within 5 months of finishing her associates degree then 5 months after her associates degree) but not later than December 31, 2028, Ryan shall pay Tina \$5,600 per month.

c. Tier 2: For Tier 2 Ryan shall pay Tina \$4,330 per month which shall begin when Tier 1 terminates, and continue until April 1, 2035.

d. Tier 3: For Tier 3, Ryan shall pay Tina \$3,400 per month. This shall begin April 1, 2035.

18. Deeds and Titles: Both parties shall 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.

19. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

20. Entry: Consistent with Utah Code §81-4-406(6), the Decree of Divorce shall not be considered absolute until six (6) months after signing and entry of the Decree of Divorce so as to allow Tina to remain on Ryan's health insurance for the six (6) months. Tina shall be responsible for her own health insurance at the conclusion of the six (6) month period. Tina shall be responsible for all of her own out of pocket medical expenses beginning at the entry of the Decree of Divorce.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM:

/s/ Dana Burrows

Dana Burrows

Date: March 26, 2026

APPROVED AS TO FORM:

Ashton Burrows

Date:

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

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 Ryan's 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 26th day of March 2026, I caused to be served a true and correct copy of the foregoing ***DECREE OF DIVORCE*** via electronic mail to:

Dana D. Burrows

Ashton J. Burrows

ddblaw2@gmail.com

ashton@burrows-law.com

Attorney for Kristina Gifford

/s/ Sara Sloniger

Sara Sloniger

Paralegal for David J. Hatch

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