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**IN THE DISTRICT COURT OF UTAH**  
**FOURTH JUDICIAL DISTRICT, UTAH COUNTY**  
**137 N Freedom Blvd, Provo, UT 84601**

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In the Matter of the Marriage of:

**DEREK FREI,**  
Petitioner,

and

**ANA PATRICIA FREI,**  
Respondent.

**DECREE OF DIVORCE**

Case No. 264400095

Judge: Tony F. Graf Jr.  
Comm: Marian Ito

The Court, having reviewed the parties' stipulation, being fully advised in the premises, and having heretofore made and entered its Findings of Fact and Conclusions of Law, does hereby ORDER, ADJUDGE, and DECREE the following:

**GROUND**

1. The above-entitled Court may dissolve the parties' marriage pursuant to UCA §§ 81-4-402(1) and 78B-3a-201 because Petitioner was a bona fide resident of Utah County, State of Utah, for more than 90 days immediately prior to the commencement of this action.
2. During the course of the marriage, the parties have experienced difficulties and differences which have rendered the marriage impossible, the same irreconcilable differences being sufficient grounds for divorce pursuant to UCA § 81-4-405(1)(h).

**REAL PROPERTY**

3. The parties shall cooperate in selling their properties located at 7540 N Evans Ranch Dr, Eagle Mountain, UT 84005 (“Eagle Mountain Property”) and 2583 W 1910 N, Lehi, UT 84043 (“Lehi Property”).
4. The parties shall sell use realtor Tyler Seager to sell the properties.
5. The Eagle Mountain Property shall immediately be listed for sale.
6. Once the Eagle Mountain Property is under contract to be sold, the Lehi Property shall then immediately be listed for sale, but its sale shall be contingent on the sale of the Eagle Mountain Property occurring first.
7. The parties shall agree on accepting, rejecting, and countering all offers to purchase the properties. The parties shall agree on all other decisions related to the sale of the properties. If the parties are not able to agree on a decision related to the sale of the properties, they shall defer to the recommendation of the realtor.
8. The parties shall fully participate in the sale of the properties to whatever extent is necessary or convenient.
9. Until the Eagle Mountain Property is sold, Ms. Frei shall keep the property in good and sellable condition, and shall be responsible for all expenses associated with the property, other than the mortgage and utilities which are addressed below.
10. Until the Lehi Property is sold, Mr. Frei shall keep the property in good and sellable condition, and shall be responsible for all expenses associated with the property, other than the mortgage and utilities which are addressed below.
11. Neither party shall cause a lien to be added to either of the properties, or otherwise encumber either of the properties, except as otherwise stated herein.

12. Beginning April 21, 2026, neither party shall increase the principal balance of the HELOC, except as follows:

- a. To pay the following expenses until the sale of the Lehi Property.
  - i. The minimum monthly mortgage payments for the Eagle Mountain Property and Lehi Property, after rental income is applied.
  - ii. The utilities for the Eagle Mountain Property and Lehi Property.
  - iii. The parties' cell phone plans.
  - iv. The minimum monthly payments for the Toyota Sienna loan.
  - v. The minimum monthly lease payments for the Tesla.
  - vi. Car insurance for the Toyota Sienna and Tesla.
  - vii. The minimum monthly HELOC payments.
- b. By April 24, 2026, Mr. Frei shall transfer \$8,000.00 from the HELOC to Ms. Frei.
- c. Mr. Frei shall transfer \$1,900.00 per month from the HELOC to Ms. Frei beginning in the month following the sale of the Eagle Mountain Property, and ending in the month during which the Lehi Property is sold.

**13.** The proceeds from the sale of the Eagle Mountain Property shall be used as follows:

- a. Commissions, fees, closing costs, and all other expenses associated with the sale of the property shall be paid in full.
- b. The mortgage and any other encumbrances on the property shall be paid in full.
- c. Ryan Frei shall receive 1/3<sup>rd</sup> of the remaining sale proceeds.
- d. The remaining sale proceeds shall be held in escrow until the sale of the Lehi Property.

**14.** The proceeds from the sale of the Lehi Property shall be used as follows:

- a. Commissions, fees, closing costs, and all other expenses associated with the sale of the property shall be paid in full.
- b. The mortgage, HELOC, and any other encumbrances on the property shall be paid in full. If the Lehi Property sale proceeds are insufficient to satisfy these debts, these debts shall be satisfied with the sale proceeds held in escrow from the sale of the Eagle Mountain Property.
- c. Any remaining sale proceeds, and the remainder of the sale proceeds held in escrow from the sale of the Eagle Mountain Property, shall be distributed as follows:
  - i. Mr. Frei shall receive \$2,885.45.
  - ii. The remaining funds shall be equally divided

between the parties.

**15.** Ms. Frei is awarded her real property located in Costa Rica.

### **FINANCIAL ACCOUNTS**

**16.** The parties are each awarded their own financial accounts including, but not limited to bank accounts, investment accounts, retirement accounts, and HSA accounts, except as otherwise stated herein.

**17.** Ms. Frei shall receive a portion of Mr. Frei's Charles Schwab Broadcom 401k, as follows:

- a. Ms. Frei shall receive a portion equal to \$95,954.36, plus or minus any dividends, interest, gains, and losses that accrue from April 21, 2026 to the date of the distribution to Ms. Frei.
- b. This division shall be accomplished via a Qualified Domestic Relations Order ("QDRO").
- c. The parties shall use Rori Hendrix (801-949-7378, rori@rhendrixlaw.com), or another agreed upon attorney, to draft the QDRO and shall equally share that cost out of the HELOC.

**18.** Mr. Frei is awarded the my529 accounts for his children.

**19.** Ms. Frei is awarded Mr. Frei's my529 accounts for Ms. Frei's children. By May 1, 2026, the parties shall work together to transfer these my529 accounts to Ms. Frei.

**20.** Mr. Frei is awarded the joint MACU checking and savings account ending in 1451. Within 30 days of the parties' signing of the stipulation, the parties shall work together remove Ms. Frei's name from this account.

**21.** Ms. Frei is awarded the joint Canyon View Credit Union checking account ending in 352S90.

Within 30 days of the parties' signing of the stipulation, the parties shall work together remove Mr. Frei's name from this account.

22. Beginning April 21, 2026, neither party shall access, withdraw, transfer, or use the funds of a financial account awarded to the other party.

### **DEBTS AND OBLIGATIONS**

23. The parties shall each be responsible for their own debts and obligations, except as otherwise stated herein.

24. Mr. Frei is responsible for the joint MACU credit card account (xxx1451) with the Visa card number ending in 8639.

25. Beginning April 21, 2026, Ms. Frei shall not use the joint MACU credit card account (xxx1451) with the Visa card number ending in 8639. Within 60 days of the sale of the Lehi Property, the parties shall work together remove Ms. Frei's name from the joint MACU credit card account (xxx1451) with the Visa card number ending in 8639.

26. Mr. Frei and Ms. Frei's sister, Esther Abigail Morales Gomez, are joint borrowers on an August 2024 MACU loan used to finance dental work for Ms. Gomez. Ms. Gomez is responsible for making the loan payments. In the event Ms. Gomez fails to make any payment when due, Ms. Frei shall indemnify, defend, and hold Mr. Frei harmless from any and all claims, liabilities, damages, or expenses arising from such failure.

27. Mr. Frei agreed to act as a financial sponsor for Ms. Frei's mother for immigration purposes. If, at any time, Mr. Frei is required to provide any form of financial support for Ms. Frei's mother, Ms. Frei shall provide the required financial support and shall indemnify and hold Mr. Frei harmless therefrom.

**28.** Mr. Frei shall not interfere with Ms. Frei's mother's immigration process in any negative way.

**29.** Beginning April 21, 2026, neither party shall access, use, or increase the debts of the other party, except as otherwise stated herein.

**30.** Mr. Frei shall indemnify and hold Ms. Frei harmless regarding all debts and obligations Mr. Frei is required to pay, and Ms. Frei shall indemnify and hold Mr. Frei harmless regarding all debts and obligations Ms. Frei is required to pay.

### **VEHICLES**

**31.** Ms. Frei is awarded the 2022 Toyota Sienna, and shall be responsible for the associated joint Canyon View Credit Union auto loan ending in 026L01. Within 60 days of the sale of the Lehi Property, Ms. Frei shall remove Mr. Frei's name from the loan.

**32.** Mr. Frei is awarded exclusive possession of the leased 2025 Tesla and shall be responsible for the lease payments. Within 60 days of the sale of the Lehi Property, Mr. Frei shall remove Ms. Frei's name from the lease.

### **PERSONAL PROPERTY**

**33.** The parties are each awarded the personal property that is currently in their possession (Ms. Frei the property at the Eagle Mountain Property and Mr. Frei the property at the Lehi Property), unless otherwise stated herein.

**34.** Mr. Frei is awarded the dog and Ms. Frei is awarded the cats.

**35.** Both parties agree not to open mail addressed to the other party and shall notify the other party within 2 business days of receiving any mail for the other party. Then, the party that received the mail shall deliver the mail to the other party within 2 business days or shall deliver

the mail to the party's mutual friend, Mr. Sandí. This shall apply to any mail currently in a party's possession at the time of signing the stipulation. Each party shall be responsible for placing a mail forwarding with the USPS on or before May 1, 2026.

### **TAXES**

**36.** The parties have already filed their 2025 taxes as married jointly and all amounts owing have been paid through HELOC, which shall be paid off as indicated herein.

**37.** Mr. Frei shall be entitled to claim the 2026 mortgage interest deductions for the Eagle Mountain Property and Lehi Property.

**38.** Mr. Frei shall be entitled to claim the 2026 rental income and expenses for the Eagle Mountain Property and Lehi Property.

### **ALIMONY**

**39.** Neither party shall pay the other alimony.

### **MUTUAL RESTRAINING ORDERS**

**40.** The parties' interactions with one another shall be civil.

**41.** Neither party shall annoy, harass, or bother the other party.

### **MISCELLANEOUS**

**42.** Neither party shall use the other party's name, likeness, image, or identification to conduct any sort of transaction, make any type of agreement or contract, open an account, or obtain a service, without the written consent of the other party.

**43.** Ms. Frei shall be permitted to restore her legal name to Ana Patricia Morales, if she so desires.

**44.** The parties shall cooperate in providing each other with documents and information that are



necessary or convenient in carrying out these terms.

**45.** The parties shall be responsible for their own attorney fees and costs associated with this divorce case, up until the time of the entry of the Decree of Divorce containing the terms of the stipulation.

**46.** Prior to the filing of any petition to modify the Decree of Divorce, the parties shall participate in mediation in good faith and shall equally share the mediator's fees.

**47.** Upon the parties' signing of the stipulation, the terms of the stipulation shall be binding upon the parties, and shall be immediately followed by the parties.

**END OF DOCUMENT – COURT SIGNATURE AND DATE APPEAR AT THE TOP OF  
FIRST PAGE**

Approved as to form:

*/s/ Alexander Scherf* (signed by Brian Maucotel  
with permission of Alexander Scherf via email)  
Alexander Scherf  
Counsel for Respondent

**CERTIFICATE OF SERVICE**

I hereby certify that on this 23<sup>rd</sup> day of April, 2026, I e-filed a true and correct copy of the foregoing **DECREE OF DIVORCE** to the following:

Alexander Scherf  
Counsel for Respondent  
alex@hoyer.law

/s/ Brian Maucotel