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Attorneys for Petitioner – Lindsey Dawn Jacobson

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

In the matter of the marriage of

LINDSEY DAWN JACOBSON,
Petitioner,

and

JACOB WELCH DALTON,
Respondent.

This is a private document – Tier 2

DECREE OF DIVORCE

Case No. 264400900
Judge: Roger W. Griffin
Commissioner: Marla Snow

The parties, Lindsey Dawn Jacobson (“Lindsey”), by and through her attorney of record, Rebecca Haws Dustin of JR Law Group, PLLC, and Jacob Welch Dalton (“Jacob”), entered into a *Stipulation and Settlement Agreement* (“Stipulation”) that was filed with the Court on May 19th, 2026. The Court, having reviewed and accepted the parties’ Stipulation, reviewed the files herein, and being otherwise duly advised, and having previously signed and entered its *Findings of Fact and Conclusions of Law*, it is now:

ORDERED, ADJUDGED, AND DECREED

The parties' marital relationship is hereby dissolved, absolute and final by entry of this *Decree of Divorce*.

PARTIES, JURISDICTION & GROUNDS

1. Lindsey is a bona fide resident of Utah County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.
2. Lindsey and Jacob Welch Dalton ("Jacob") were married on September 8th, 2022 in Provo, Utah and are presently married.
3. The parties separated on or about April 29th, 2025 and do not presently reside together.
4. During the course of the marriage, the parties experienced irreconcilable differences that prevented the parties from pursuing a viable marriage relationship.
5. Lindsey shall be awarded a Decree of Divorce based upon irreconcilable differences, consistent with the terms and provisions contained herein.

JURISDICTION OVER MINOR CHILDREN

6. There have been no children born as an issue of this marriage.

PERSONAL PROPERTY

7. During the course of the marriage relationship, the parties have acquired certain items of personal property. Lindsey shall retain all personal property currently in her possession.
 - a. Lindsey shall gather and make available for return the following personal property claimed by Jacob: DJI Osmo Pocket 3, camo ski vest, Wolf Pack

backpack, deer painting, wolverine fur/skin, both coyote fur/skins (white and black), Blue Skies gear, ski helmet, ski goggles, ski accessories, AirPods, and any other items mutually identified as belonging to Jacob.

b. Lindsey shall package the items and have them prepared for retrieval by a person designated by Jacob. The exchange shall occur at the Fresh Market within thirty (30) days of entry of the Decree or sooner if the parties agree. The specific date and time for the exchange shall be coordinated through counsel. Upon completion of the exchange, each party shall be solely responsible for any personal property remaining in his or her possession.

8. Lindsey shall retain ownership of the parties' dog, Harley, subject to any financial obligation associated therewith, and free from any claim of interest by Jacob.

9. The parties shall assume any debts and obligations related to any property he or she is awarded and shall indemnify and hold the other harmless from the same.

10. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

VEHICLES

11. Lindsey shall be awarded the 2023 Mercedes Benz GLE 350, subject to any financial obligation associated therewith, and free from any claim of interest by Jacob.

12. Lindsey shall be responsible to pay all maintenance and other costs associated with the 2023 Mercedes Benz GLE 350, including but not limited to: insurance, registration fees, taxes,

liabilities, gas, repairs, and general maintenance. Lindsey shall indemnify and hold Jacob harmless from any liability or costs related to this vehicle. If the vehicle is titled jointly, each party shall cooperate to sign over the title to Lindsey within ten (10) days of the entry of the decree or if there is a lienholder, when the loan is retired.

REAL PROPERTY

13. The parties currently hold no real property.

BANK ACCOUNTS, INVESTMENT OR RETIREMENT ACCOUNTS

14. The parties' have acquired certain bank, investment, life insurance policies, retirement and/or retirement accounts during the course of the parties' marriage.

15. Lindsey shall be awarded all bank, investment and or retirement/pension accounts in her name, free and clear of any claim of interest by Jacob.

16. Jacob shall be awarded all bank, investment and or retirement/pension accounts in his name, free and clear of any claim of interest by Lindsey.

TRUST ACCOUNT

17. During the course of the marriage, Jacob created a trust currently titled the Monroe Bradley Family Trust (hereinafter "the Trust").

18. Lindsey has no ownership interest in the Trust. Lindsey did not contribute separate or marital funds to the Trust.

19. Lindsey had no knowledge of any criminal activity associated with the Trust, if any.

20. Lindsey affirmatively disclaims any and all interest in the Trust and any assets

held therein and shall be expressly divested of any present or future interest, authority, or obligation related to the Trust.

21. Any assets transferred into the Trust by Jacob, constitute Jacob's separate property, and Lindsey shall be held harmless from any liability, claim, or recovery action related thereto.

22. Jacob will, within sixty (60) days of entry of the Decree of Divorce, rename or dissolve the Trust so that it does not reference Lindsey, Lindsey's deceased child, or any member of Lindsey's family.

23. Jacob will, within sixty (60) days of entry of the Decree of Divorce, remove Lindsey as trustee, successor trustee, beneficiary, or in any other capacity from the Trust and execute any and all documents necessary to effectuate said removal.

24. Jacob shall not name Lindsey or any of Lindsey's minor children as trustee, beneficiary, or in any fiduciary or beneficial role in the Trust at any time in the future.

25. Lindsey is awarded no interest in the Trust, and any interest she may have is expressly disclaimed and divested.

26. Jacob shall indemnify and hold Lindsey harmless from any and all claims, liabilities, damages, restitution obligations, creditor actions, or legal proceedings arising from or related to: (a) the Trust; (b) any assets transferred into or out of the Trust; (c) Jacob's criminal conduct, including any restitution orders; and (d) any allegation of fraudulent transfer, concealment of assets, or financial misconduct related to the Trust.

DEBTS AND OBLIGATIONS

27. Jacob shall assume all marital debt in his name, as well as any joint marital

debt, and any joint accounts shall be closed once their balances have been satisfied. This includes, but is not limited to, the Great Resorts Vacation Club account ending in 0718 and Good Leap Solar account ending in 1701.

28. Both parties shall be restrained from incurring any additional debt in the parties' name, including any and all credit cards held jointly by the parties.

29. Each party shall be obligated to assume any and all obligations and debts incurred in their own names after the parties' date of separation.

30. The parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses, and shall refinance any debt that is in the other party's name solely into the responsible party's own name within 60 days.

31. Jacob shall indemnify and hold Lindsey harmless against any liability or fiscal injury arising from any debts he is allocated, including harm to credit standing and related costs. If Jacob fails to timely pay any allocated debt and that failure results in adverse credit action, collection activity, fees, or other fiscal injury affecting Lindsey, then, in addition to any other relief, the following remedies shall apply:

- a.** Jacob shall immediately reimburse Lindsey for all amounts Lindsey is required to pay or has paid to cure the default, together with any late fees, penalties, interest, and reasonable costs of mitigation.

ALIMONY

32. Both parties are capable of supporting themselves. Therefore, no alimony shall be awarded to either party.

TAXES

33. The parties shall file separate state and federal tax returns for 2025 if they have not already filed.

34. Jacob shall be solely responsible for paying any and all outstanding federal, state, or local taxes owed, including but not limited to any penalties, interest, or arrearages, and shall indemnify and hold Lindsey harmless from any such obligations.

35. If the Internal Revenue Service or any state or local tax commission adjusts, amends, or re-files any past returns, Jacob shall be solely responsible for any amounts assessed, including principal, penalties, interest, and fees. If any federal, state, or local audits are conducted relating to joint or individual returns for any tax year, Jacob shall assume all responsibility for cooperating with such audits and shall bear all associated costs, fees, and liabilities, holding Lindsey harmless from the same.

36. Lindsey shall be held harmless from any tax liability attributable to Jacob and Lindsey shall be entitled to seek any available relief under the “innocent spouse” provisions of the Internal Revenue Code, including but not limited to 26 U.S.C. § 6015. Jacob shall cooperate with any requests, documentation, or filings necessary for Lindsey to pursue such relief, and Jacob shall indemnify and hold Lindsey harmless from any taxes, penalties, or interest assessed against Lindsey that arise from Jacob’s income, reporting, or failure to comply with tax laws.

MUTUAL RESTRAINING ORDER

37. The parties shall not impersonate, use, or attempt to use the other party’s name, identity, social media accounts, email accounts, financial accounts, or other identifying information for any purpose.

38. The parties shall further be restrained from posting, publishing, or disseminating any statements, images, recordings, or other information about the other party on social media or other online platforms intended to harass, embarrass, defame, or harm the other party's reputation.

39. Except as reasonably necessary to address matters related to this case or as otherwise permitted by the Court, the parties shall refrain from direct contact with one another.

FULL DISCLOSURE

40. The parties each indicate that there has been a complete, accurate, and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

MISCELLANEOUS

41. No dispute arising from or related to the *Decree of Divorce* shall be presented to the Court without a good faith attempt by both parties to resolve the issue through mediation or another mutually agreeable method of dispute resolution.

42. If any dispute arising from or related to the *Decree of Divorce* is submitted to the Court, the prevailing party may be awarded his attorney fees and costs associated with prosecuting or defending the dispute.

43. Each party will pay for their own attorney fees associated with this action.

44. The Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or

matters outside of the Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the Stipulation.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM:

/s/ Jacob Welch Dalton

JACOB WELCH DALTON

Pro-se Respondent

(E-signed with permission from

Jacob Welch Dalton)

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure a true and correct copy of the above Order was served by being emailed on the 28th day of May 2026, to the following parties. Notice of objections to this order must be submitted to the Court and counsel within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

JACOB WELCH DALTON

Pro-se Respondent

DaltoJac001@gmail.com

JR LAW GROUP, PLLC

/s/ Rebecca Haws Dustin

REBECCA HAWS DUSTIN

Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of May 2026, I caused a true and correct copy of the foregoing **DECREE OF DIVORCE** to be served on each of the following by the method indicated below:

E-MAIL:

JACOB WELCH DALTON

Pro-se Respondent

DaltoJac001@gmail.com

JR LAW GROUP, PLLC

/s/ Alexander Guardado

ALEXANDER GUARDADO

Paralegal