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Attorney for Respondent/Other Interested Party

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

In the matter of the marriage of NAOWARAT GYGI, Petitioner, and DARRELL GYGI, Respondent, AND GYGI FAMILY LIVING TRUST, Other Interested Party.	DECREE OF DIVORCE Case No. 234402468 The Honorable Derek P. Pullan Commissioner Marian Ito
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THE ABOVE-CAPTIONED matter has come before the Court based on the parties' joint Stipulation and Settlement Agreement, filed with the Court on May 1, 2026. The Court, having reviewed the parties' Stipulation, having found the terms thereof to be fair and reasonable, having made its Findings of Fact and Conclusions of Law, and having been fully informed in the premises, now ORDERS, ADJUDGES and DECREES:

1. **DECREE OF DIVORCE:** The parties are granted a Decree of Divorce, final upon entry, terminating the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences.

2. **FINANCIAL ACCOUNTS:**

A. As of July 31, 2023 (for purposes of this Decree, the date of separation of the parties), the parties had six bank accounts subject to division. The total amounts in those 6 accounts (collectively, the “Subject Accounts”) as of July 31, 2023 were as follows:

- i. \$22,082.65 in Wells Fargo 0239
- ii. \$53,229.74 in Wells Fargo 8121
- iii. \$362.64 in Wells Fargo 8686
- iv. \$75,039.21 in Wells Fargo 3795
- v. \$11,956.93 in Utah Community Credit Union 5948; and
- vi. \$53,654.47 in Utah Community Credit Union 4800.

B. Other Accounts

- i. Due to the Petitioner’s representations that America First Credit Union account -4031 did not contain Petitioner’s money, that account is not considered in the division.
- ii. Due to the Respondent and his guardians providing sufficient evidence that the Wells Fargo accounts -4819 and -0528 did not contain Respondent’s money and one of the guardians and her spouse's names being listed on these accounts, these accounts are not subject to division.

iii. Wells Fargo accounts -0200 and -7789 are not subject to division because they were new accounts that Respondent opened on August 28, 2023, after the parties had separated.

C. On the date of separation, the Subject accounts contained a total of **\$216,325.64.**

i. The parties acknowledge and agree that, as of the date of separation, the Subject Accounts contained at least \$40,000 that came from gifts and/or inheritance distributions to the Respondent from his father.

ii. The parties acknowledge and agree that, after the date of separation, the Petitioner unilaterally withdrew \$40,000 from the Subject Accounts.

D. After accounting for the \$40,000 from the Respondent's inheritance, the amount remaining to be divided from the Subject Accounts is \$176,325.64.

E. The parties disagree on what portion of the remaining \$176,325.64 is subject to division.

F. The Petitioner believed that she was entitled to one half of that amount, or \$88,162.82.

G. The Respondent believed that \$76,483.12 of the remaining \$176,325.64 was attributable to the Respondent's inheritance, and that the amount subject to division was \$99,842.52, with the amount to which the Petitioner was entitled on July 31, 2023 being \$49,921.26.

H. Both parties agree that the Petitioner took \$40,000 from the Subject Accounts on or about August 28, 2023, and that her share of the Subject Accounts should be reduced by that amount.

I. In an effort to resolve the dispute regarding the Petitioner's remaining share in the Subject Accounts, after factoring in the Respondent's inheritance monies and the Petitioner's withdrawal, the Petitioner shall be awarded \$29,042 from the Subject Accounts, which shall be paid to the Petitioner from the proceeds of the sale of the Marital Home, as discussed below.

J. After receiving her portion of the Subject Accounts, the Petitioner shall relinquish and waive any and all remaining claims to the Subject Accounts, and/or the funds contained therein.

K. The Petitioner shall also relinquish and waive any and all claims to any other accounts in the Respondent's name, except as set forth herein.

L. The Respondent shall also relinquish and waive any and all claims to any other accounts in the Petitioner's name, except as set forth herein.

3. DEBTS AND PAST OBLIGATIONS: Any debt shall be the responsibility of the party in whose name the debt was incurred. The parties have represented and warranted that they have not incurred debt in the name of the other party without their knowing consent.

4. REAL PROPERTY:

A. Marital Home. The property known as 1214 Stuart Circle, American Fork, UT 84003 (the "Marital Home"), shall be awarded as follows:

- i. The Marital Home shall be sold as quickly as possible. The proceeds from the sale of the Marital Home shall be used first to pay off the remaining mortgage balance. All other sale-related costs shall be paid from the proceeds of the sale, including any realtor commissions, closing costs, taxes, fees, and necessary home repairs. Additionally, the monthly mortgage payments on the Marital Home shall be paid from the proceeds of the sale of the Marital Home starting May 1, 2026 and continuing until the sale is finalized. The remaining net proceeds from the sale (i.e., equity) shall be split equally between the parties, with the exception that an additional \$29,042 of the net proceeds from the sale shall be allocated to the Petitioner, as payment for the Petitioner's share of the financial accounts, as discussed above.
- ii. The parties shall cooperate to list and sell the Marital Home as quickly and efficiently as possible. The Respondent (through his guardians and conservators) shall direct the efforts to sell the home, providing transparency to and communication with to the Petitioner, including copies of all listing agreements, offers, closing documents, and any other sale documents, including a full accounting of all costs, fees, and deductions from the sale proceeds, as well as direct access to the real estate agent retained to sell the Marital Home. The Petitioner shall timely cooperate and consent in all ways to facilitate the sale of the Marital Home as quickly as possible, including signing any listing

agreements, offers, closing documents, or any other documents, as necessary.

B. THAI HOUSE: The home in Thailand is awarded to the Petitioner.

5. **TIMESHARE:** The Respondent's Wyndham timeshare account/interest is awarded to the Respondent.

6. **SAFETY DEPOSIT BOX:** The parties shall cooperate to access and inventory the contents of the Wells Fargo safety deposit box. Both parties or their legally authorized representatives shall be entitled to be present when the safety deposit box is opened and inventoried. The Respondent shall receive any items or assets that pre-date the Respondent's marriage to the Petitioner, including any property or items belonging to the Respondent's first wife. Any items or assets acquired during the marriage will be split in substantially equal shares, as mutually agreed.

7. **ALIMONY:**

A. The Petitioner shall receive a two-phase alimony award.

B. Phase One

i. During phase one, the Petitioner shall receive a total of \$2,100 per month, comprised of any monthly money which she is eligible to receive from the Respondent's pension, any social security retirement benefits which she is eligible to receive, and alimony from the Respondent. By way of example, if the Petitioner is eligible to receive \$800 per month from the pension payment, and \$600 per month from her social security

retirement benefits payments, the Respondent would pay an additional \$700 per month in alimony, such that the total amount is \$2,100.

ii. Phase one shall commence on May 1, 2026, and shall comprise a total period of 48 months (as an example, if this Agreement is executed in April 2026, phase one shall begin on May 1, 2026 and the final payment shall be made on April 1, 2030).

iii. The Petitioner shall be deemed eligible to receive the pension payments 30 days after a Court Order Acceptable for Processing is issued. It shall be the Petitioner's responsibility to apply for Petitioner's portion of the pension payment with the Office of Personnel Management ("OPM").

iv. The Petitioner shall be deemed eligible to receive social security retirement benefits on her 62nd birthday at the latest, and shall become eligible sooner if allowable by law. It shall be the Petitioner's responsibility to apply for any social security retirement benefits for which she is eligible within 30 days of attaining eligibility.

v. During phase one, the Respondent shall be responsible for the full alimony payments of \$2,100 per month until the Petitioner shall be deemed eligible for pension payments from OPM. At such time that the Petitioner becomes eligible for monthly pension payments from OPM, the Respondent's alimony payments shall be reduced commensurate with the amount of the Petitioner's monthly pension payments. At such

time that the Petitioner shall be deemed eligible to receive social security retirement benefits, the Respondent's monthly alimony payment will be further reduced accordingly.

vi. To maintain accurate alimony payments, the Petitioner shall immediately notify Respondent of any changes in Petitioner's pension or government benefit payments. In the event the Petitioner fails to notify the Respondent of Petitioner's payment amounts, the Respondent shall make good faith estimates of the alimony payment. If a disparity is identified in a good faith estimate, corrective debits or credits for the difference in the alimony amount shall be included in the subsequent alimony payment.

vii. The alimony is not subject to change during the first alimony phase of 48 months and neither party shall file a petition to modify the alimony award during that time period.

C. Phase Two

i. After the conclusion of phase one (e.g., April 30, 2030 under the above example), the Respondent's alimony payment obligation shall be limited to \$500 per month, regardless of whether the Petitioner's monthly OPM pension payment and social security retirement benefits payment are insufficient to maintain or exceed a total income of \$2,100 per month

ii. At the conclusion of phase one, alimony payments shall continue for an additional 144 months. The phase two alimony payments shall be terminated if the Petitioner cohabitates or remarries, or when either party dies or is subject to a substantial change in circumstances. In no event shall the duration of any and all alimony payments exceed the length of the marriage.

D. As of April 30, 2026, there were no alimony arrears.

E. The Petitioner agrees to waive any attorney fees associated with her filing a motion to enforce the temporary alimony order.

F. The Respondent agrees to waive any attorney fees associated with the litigation of this divorce matter.

8. **PERSONAL PROPERTY:** Each party shall be entitled to the possession of their own separate or pre-marital personal property. The Petitioner can retrieve all of her personal belongings set aside for her in the marital house, to the extent she has not already done so. The appliances and remaining furniture in the Marital Home shall be offered for sale with the house, or shall alternatively be sold separately and the proceeds split 50/50. All other property within the Marital Home shall be disposed of by the Respondent.

9. **CARS:** Each party will keep the vehicle presently in their possession, and shall cooperate as necessary to update the titles into the name of the person to whom each car was awarded. The Petitioner waives any claim or issue with respect to the 2017 Toyota Corolla that the Respondent kept when the parties separated.

10. RETIREMENT: The Respondent is eligible for and has been receiving federal retirement annuity benefits since 2016 from the Office of Personnel Management (OPM) based on his previous employment with the United States Government. The Petitioner is entitled to a pro rata share of the Respondent's net annuity to be computed as follows: one-half of the eligible amount multiplied by the fraction whose numerator is the number of months of Federal civilian and military service that Respondent performed during the marriage and whose denominator is the total number of months of Federal civilian and military employment performed by the Respondent through the day before the effective date of phased retirement or separation for retirement. The precise number of months of eligible service prior to the Respondent's retirement is subject to change pending further verification and determination by the OPM during the computation process. The United States Office of Personnel Management shall be directed to pay the Petitioner's share directly to the Petitioner in a separate order and the parties shall cooperate in completing the necessary paperwork to effect said order.

11. WELLS FARGO IRA: The Respondent accumulated additional retirement savings in a Wells Fargo Brokerage IRA account (A# -1098). The total amount in the account as of August 31, 2023 was \$496,456.78, which amount is subject to marital division. The Petitioner is entitled to a pro rata share of the Wells Fargo IRA account (-1098) which shall be calculated according to the Woodward formula as follows: one half of the total amount in the account on August 31, 2023, multiplied by the fraction whose numerator is 114 months (i.e.. 9.5 years of marriage prior to the Respondent's retirement) and whose denominator is 300 months (i.e. 25 years of the Respondent's contributions to this retirement account and predecessor accounts during employment). Based on this formula, the Petitioner's total marital share is \$94,326.79.

The Petitioner shall bear the responsibility of opening her own IRA account and shall coordinate the transfer of Petitioner's award of \$94,326.79 to her own account with the cooperation of the Respondent and his guardians.

12. **GYGI FAMILY TRUST:** The Gygi Family Trust is hereby ordered revoked and dissolved. The parties will cooperate as necessary to complete any additional steps necessary to finalize this.

13. **NO-FAULT DIVORCE:** This Decree of Divorce is granted on a no-fault basis.

14. **RESOLUTION OF CLAIMS:** The parties have waived any and all other claims which either may have against the other, except as set forth in this Decree.

15. **JURISDICTION:** The parties have acknowledged the jurisdiction of this Court and consented thereto and agreed that the Court may enter judgment in accordance with the terms of the Stipulation and Settlement Agreement they entered into on or about April 30, 2026.

16. **ATTORNEY FEES:** Each party shall pay their own costs and attorney's fees in this matter.

The Court's Signature Will Appear as an Electronic Signature on the

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APPROVED AS TO FORM:

/s/ Deborah A. Snow

Deborah A. Snow

Attorney for Petitioner

DATED: 06/09/2026

RULE 7 NOTICE

Please take notice that pursuant to Rule 7(j)(4) of the *Utah Rules of Civil Procedure*, the foregoing **DECREE OF DIVORCE** shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of June, 2026, I served a true and correct copy of the foregoing on the following:

Debbie Snow
Attorney for Petitioner

[X] Court's Electronic Filing System
[] U.S. Mail
[] Hand Delivery
[X] Email

/s/ Alley Ekins