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Counsel for Petitioner Dale Aguirre

IN THE FOURTH JUDICIAL DISTRICT COURT UTAH COUNTY, STATE OF UTAH	
In the Matter of the Marriage of: DALE AGUIRRE Petitioner V. DEBORAH AGUIRRE, Respondent	DECREE OF DIVORCE Case No. 254400308 Judge: Derek Pullan

THE COURT, having Amade its Findings of Fact and Conclusions of Law, and good cause appearing, now enters the following:

DECREE OF DIVORCE

3. **Declaration of Divorce:** Based on irreconcilable differences, the marriage between the parties is hereby dissolved and the parties are hereby declared divorced.
2. **Child.** The parties have no minor children.

3. **Real Property.** Dale is awarded his residence in Murray, Utah free and clear of any claim by Deborah.

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:

Item Description	Awarded To:
2006 Carolla	Deborah
Harley Davidson Dale	Dale
Deborah's personal property in Storage	Deborah, Deborah shall take over the \$180.00 payment for her storage unit June 1, 2026. Dale will provide information about the storage unit within 24 hours of signing this agreement. Dale will reduce his June alimony obligation by \$180.00 to cover the expense for June. By July 1, 2026, Deborah will have the contract in her name. Dale will cooperate to help her do so.
Dogs	To Deborah when she has a place that accepts animals. Dale will care for

	them until that time.
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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:

Item Description	Obligation of:
Any monies collected from the Knight Adjustment Bureau	The parties shall divide equally any amount of money actually collected to resolve this obligation
IRS joint tax obligation in the approximate amount of \$15,074.90	Dale shall be responsible for this obligation and hold Deborah harmless therefrom.
Any other obligations in Deborah's Name Only	Deborah
Any other obligations in Dale's Name Only	Dale

- a. **Accumulation of Debt:** Neither party will incur any additional liability on joint credit cards.
- b. **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.
- c. **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.

6. **Checking and Saving Accounts.** Each party is awarded the monies in their own separate accounts free and clear of any claim by the other. The joint MACU account ending in #1015 with a zero balance shall be closed within 7 days of signing this agreement.

7. **H.S.A. Account.** Dale is awarded his H.S.A. account in the approximate amount of \$835.00 free and clear of any claim by Deborah.

8. **Retirement Accounts:** The parties agree that Deborah is awarded \$10,377.00 from Dale's 401(k), the remaining balance, if any, is awarded to Dale. The parties further stipulate that Dale's IHC pension shall be divided according to the Woodward formula and that Dale will commence withdrawing from the pension in March of 2027. Deborah shall be responsible for the cost of preparing the QDRO to divide Dale's 401(k). Dale shall be responsible for the cost of preparing the QDRO to divide his pension. The parties will cooperate to commence the QDRO's within 30 days of entry of Decree of Divorce.

9. **Name:** Deborah will have the option of restoring her name to Deborah Miles.

10. **Alimony:** Dale shall pay Deborah \$1,335.00 per month until he turns 67 years old unless alimony is sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Starting on June 12th, Father shall pay Mother \$616.15 every other Friday.

Payments shall be made by direct deposit into an account of Deborah's choosing.

11. **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.

12. **Drafting.** Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of the stipulation. Both parties and their counsel have had an opportunity to read the stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. This Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

13. **Full Disclosure:** 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.

14. **Filing Final Documents.** The parties will file the final court documents as soon as possible after July 1, 2026, to allow Deborah to get her June injections. Deborah shall be responsible for 100% of the co-pay associated with this treatment.

15. **Attorney's Fees and Costs:** Each party shall assume his or her own costs and attorney's fees incurred in this action.

**** SIGNED ELECTRONICALLY IN THE UPPER CORNER OF THE DOCUMENT****

APPROVED AS TO FORM:

/s/ Kimberly Washburn
Kimberly Washburn (signed electronically by
Melvin A Cook with permission from Kimberly Washburn)

CERTIFICATE OF SERVICE

I certify that on this day of June 4, 2026, I served a true and correct copy of the foregoing document on the Respondent via email as follows:

Ms. Kimberly Washburn, Esq.
Kimberly.w@brownfamilylaw.com

/s/ Melvin A Cook
Melvin A Cook