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Petitioner's Attorney

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

IN THE MATTER OF THE MARRIAGE
OF

COURTNEY ANNE MOFFITT,

Petitioner,

&

GAGE BIDDINGER,

Respondent.

DECREE OF DIVORCE

Case No. 264401259

Judge Derek Pullan

Commissioner Dustin Hardy

Petitioner, Courtney Moffitt, through her attorneys, G. Clayton Randle and Marco Brown of Brown Family Law, LLC, and Respondent, Gage Biddinger, through his attorney, Tim Brown, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement filed with the Court. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court

2. Mutual Restraining Order. The Parties shall abide by the following mutual restraining orders:

a. Parties shall not harass or threaten each other.

b. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations.

3. 2025 Taxes. The Parties shall file married filing separately for 2025, and each be entitled to receive his or her respective refund, without claim by the other, or solely responsible to pay his or her respective amounts owing.

4. Debts. During the course of the marriage, Parties acquired certain debts and obligations. These debts shall be divided, as follows:

a. Mohela Student Loans — \$17,421.00 — Courtney.

b. Debt on Courtney's 2017 Subaru Crosstrek – Courtney.

c. Debt on Gage's 2018 Subaru Crosstrek – Gage.

d. If there are any other debts, the debt shall be the responsibility of Party incurring the debt.

- e.** Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.
- f.** All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.
- g.** As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.
- h.** Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

5. Personal Property. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:

- a. *Vehicles.*** Parties shall be awarded vehicles as follows: (1) Courtney shall be awarded the 2017 Subaru Crosstrek and (2) Gage shall be awarded the 2018 Subaru Crosstrek. Each Party shall be responsible for all remaining payments due on the vehicle in their possession. Each Party shall remove other Party's name from the vehicle insurance policy as soon as practicable.

Each Party shall remove other Party's name from the vehicle's title as soon as practicable. Each Party shall refinance the vehicle into his or her own name within sixty days of the entry of the Decree of Divorce. If Party is unable to refinance the vehicle within thirty days, then the vehicle shall be immediately placed for sale.

b. *Joint Bank Accounts.* The Parties have already divided the joint accounts.

c. *Separate Bank Accounts.* The Parties shall be awarded the bank accounts in their own name.

d. *Separate Property.* Each Party shall be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

e. *Family Media.* Parties shall duplicate any desired family pictures and videos, so each Party has a copy. Parties shall share the costs of duplication equally.

f. *Dogs.* The Parties have two dogs, which shall be awarded to Gage as his property and responsibility; however, the Parties shall determine a visitation schedule of the dogs for Courtney, and Courtney shall be given first right of refusal if Gage is going out of town or seeks to rehome the dogs.

g. *Remaining Personal Property.* The remaining personal property shall be divided as Parties have already agreed (i.e., unless otherwise designated herein, each party is awarded the personal property in his or her respective possession as of the date of their Stipulation, without claim by the other party).

6. Real Property. During the course of the marriage, Parties acquired real property located at 4829 South Heartwood Road, Mapleton, Utah 84664 legal description: LOT 458, PLAT D, HARMONY RIDGE SUB. AREA 0.028 AC. Courtney shall be awarded sole possession and control of the home and shall be solely responsible for mortgage payments and all other financial obligations regarding the real property, conditioned on Courtney paying Gage his equity interest as set forth below.

a. Within 30 days of the date of their Stipulation, the Parties shall have the real property appraised (with a mutually agreed appraiser equally sharing the costs) to establish the equity in the real property and Courtney shall pay Gage **42%** percent of the equity in the real property within ninety days of entry of the Decree of Divorce (the “equity” will be the appraised value subtracting the mortgage debt on the date of the appraisal). The 42% stated for Gage’s equity herein is intentional in consideration of the entirety of their Stipulation and this Order.

b. Courtney shall refinance all mortgages on, and transfer all obligations related to, the real property into her own name, and out of Gage's name, within ninety days of entry of the Decree of Divorce.

c. If Courtney is unable to refinance the real property within 120 days of entry of Divorce Decree, the real property shall be immediately listed for sale, and the equity divided equally between Parties after all obligations and debts associated with the real property have been paid.

7. Alimony. Both parties are capable of supporting themselves, and neither party is awarded alimony; however, Courtney may remain on Gage's health insurance through the date of the divorce. The parties will delay submitting the final papers for signature through July 31, 2026, to allow Courtney to stay on the health insurance longer (with Gage maintaining the costs of keeping Courtney on through the date of the divorce).

8. Retirement. Each party is awarded the retirement in his or her respective name without claim by the other party.

9. Attorney's Fees. Each Party shall be Ordered to assume his or her own costs and attorney's fees incurred in prosecuting this action.

10. Mediation Requirement. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

11. Implementation. Each Party shall be Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s/ Tim Brown

Tim Brown

Respondent's Attorney

Signed by Clay Randle with permission obtained via e-mail on 7/23/26

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Tim Brown

As authorized by Utah Rule of Civil Procedure 7(j)(4)-(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated July 23, 2026.

BROWN FAMILY LAW, LLC

/s/ G. Clayton Randle

G. Clayton Randle

Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on July 23, 2026, I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Tim Brown
tbrown@moodybrown.com
Respondent's Attorney

/s/ G. Clayton Randle

G. Clayton Randle
Petitioner's Attorney