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

In the Matter of the Marriage of

CHASE AARON DONOHUE,
Petitioner,

and

VIRGILIO ENRICO DEL CASTILLO,
Respondent.

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

Case No. 264402008
Judge: Hon. Christine Johnson
Commissioner: Marion Ito

This matter came before the Court upon Petitioner's submission of the case for entry of final orders. Petitioner, Chase Aaron Donohue, is represented by Heather M. Seegmiller of SeegLawUtah. Respondent, Virgilio Enrico Del Castillo, is unrepresented, was duly served, failed to appear or otherwise respond within the time permitted by law, and the clerk entered Respondent's default.

The Court has entered Findings of Fact and Conclusions of Law and, based upon those Findings of Fact and Conclusions of Law, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. Dissolution of Marriage. The marriage between Petitioner, Chase Aaron Donohue, and Respondent, Virgilio Enrico Del Castillo, is dissolved. The parties are restored to the status of unmarried persons.

2. Minor Children. There are no minor children at issue in this action. No orders concerning custody, parent-time, child support, or the mandatory divorce education courses are required.

3. Alimony. Neither party is awarded alimony. The issue of alimony is not reserved.

REAL PROPERTY

4. Saratoga Springs Property. Petitioner is awarded the real property located at 212 West Ridge Road, Saratoga Springs, Utah 84045, together with all improvements, appurtenances, equity, and interests associated with the property, free and clear of any right, title, interest, or claim of Respondent. Respondent is divested of and shall have no right, title, interest, or claim in the property.

5. Eagle Mountain Property. Petitioner is awarded the real property located at 1756 East Kern Mountain, Eagle Mountain, Utah 84005, together with all improvements, appurtenances, equity, and interests associated with the property, free and clear of any right, title, interest, or claim of Respondent. Respondent is divested of and shall have no right, title, interest, or claim in the property.

RETIREMENT AND FINANCIAL ACCOUNTS

6. Fidelity IRA. Petitioner is awarded all right, title, and interest in the Fidelity IRA ending in 6012, free and clear of any right, title, interest, or claim of Respondent.

7. Other Retirement Accounts. Except as otherwise expressly provided herein, each party is awarded all retirement assets, pensions, retirement benefits, 401(k) accounts, individual retirement accounts, deferred-compensation plans, and similar benefits held in that party's separate name, free and clear of any right, title, interest, or claim of the other party.

8. Mountain America Credit Union Checking Account. Petitioner is awarded the Mountain America Credit Union checking account ending in 9341, including all funds and interests associated with the account, free and clear of any right, title, interest, or claim of Respondent.

9. Mountain America Credit Union Savings Account. Petitioner is awarded the Mountain America Credit Union savings account ending in 9341, including all funds and interests associated with the account, free and clear of any right, title, interest, or claim of Respondent.

10. Former Joint Checking Account. The Mountain America Credit Union joint checking account ending in 6106 has been closed. The remaining funds in the amount of \$1,125.45 were transferred to Respondent's family members for Respondent's benefit. Respondent is awarded any interest in, claim to, or benefit from those transferred funds. Petitioner shall have no further right, title, interest, or claim in those funds.

DEBTS

11. Mountain America Credit Union HELOC. Petitioner is assigned the Mountain America Credit Union home-equity line of credit ending in 9341 and shall be solely responsible for that obligation.

12. Debts in Separate Names. Except as otherwise expressly provided herein, each party shall pay and assume all debts and obligations incurred in that party's own name and shall indemnify and hold the other party harmless from those debts and obligations.

13. Post-Separation Debts. Each party shall pay and assume all debts and obligations incurred in that party's own name after the parties' separation and shall indemnify and hold the other party harmless from those debts and obligations.

TAXES

14. Tax Returns. The parties shall file separate federal and state income-tax returns after entry of this Decree and shall not file joint returns with one another unless they later agree otherwise in writing and are legally eligible to do so.

VEHICLES AND PERSONAL PROPERTY

15. 2017 Subaru Impreza Sport. Petitioner is awarded the 2017 Subaru Impreza Sport, together with all right, title, interest, and equity in the vehicle, free and clear of any right, title, interest, or claim of Respondent.

16. 2017 Toyota RAV4 Hybrid. The 2017 Toyota RAV4 Hybrid titled in both parties' names shall be sold.

- a. Petitioner shall retain temporary possession of the vehicle pending its sale.
- b. Petitioner shall be responsible for arranging the sale in a commercially reasonable manner.
- c. Both parties shall cooperate in signing any documents necessary to sell the vehicle or transfer title.
- d. After payment of all reasonable sale-related costs, the net sale proceeds shall be divided equally, with 50% awarded to Petitioner and 50% awarded to Respondent.
- e. Petitioner shall provide Respondent with written confirmation of the sale price and net sale proceeds after the vehicle is sold.

17. Other Personal Property. Each party is awarded all furniture, electronics, household goods, recreational equipment, artwork, jewelry, clothing, personal effects, and other items of personal property presently in that party's possession, free and clear of any right, title, interest, or claim of the other party.

18. Previously Divided Personal Property. Each party is divested of and waives any right, title, interest, or claim in personal property that has previously been divided or delivered to the other party.

19. Separate Property Following Divorce. Any property or money received or retained by either party pursuant to this Decree shall be that party's sole and separate property, free and clear of any right, title, interest, or claim of the other party, except as otherwise expressly provided herein.

20. Inheritance and Beneficiary Rights. Except as otherwise specifically awarded herein or provided by applicable law, each party is divested of any right to inherit from the other party or to remain designated as a beneficiary by reason of the marital relationship.

BUSINESS INTEREST

21. Del Castillo Studio, LLC. Petitioner is awarded all right, title, and interest in Del Castillo Studio, LLC, free and clear of any right, title, interest, or claim of Respondent. Respondent is divested of and shall have no right, title, interest, or claim in the business.

ATTORNEY FEES AND COSTS

22. Fees and Costs. Each party shall pay his own attorney fees and court costs incurred in this action.

IMPLEMENTATION AND ENFORCEMENT

23. Execution of Documents. Each party shall execute and deliver all documents reasonably necessary to transfer title, ownership, possession, or control of property as required by this Decree.

24. Noncompliance. If either party fails to perform an obligation imposed by this Decree, the aggrieved party may seek damages for the breach or pursue any other remedy available under applicable law, including an award of attorney fees where legally authorized.

25. Final Resolution of Claims. The terms of this Decree resolve all known marital property, debt, and financial claims between the parties. Except as expressly provided herein, neither party shall owe the other any further payment or reimbursement.

26. Mediation. In the event of a dispute concerning the interpretation of a provision of this Decree, or if either party seeks modification of a provision that is legally subject to modification, the parties shall mediate the issue before initiating court action.

- a. The party seeking mediation shall be solely responsible for payment of the mediator's fees.
- b. Enforcement matters do not require mediation before a party files an action with the Court.

27. Continuing Jurisdiction. The Court retains jurisdiction to enforce this Decree and to enter any further orders necessary to implement its terms.

-----END OF ORDER-----

(COURT SIGNATURE WILL APPEAR AT TOP OF FIRST PAGE)