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

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| <p>(b) <i>In the matter of the</i></p> <p><i>marriage of:</i></p> <p>(c)</p> <p>JAXON J. HIGGINSON,</p> <p>Petitioner,</p> <p>vs.</p> <p>HAILEY R. HIGGINSON,</p> <p>(d) Respondent.</p> <p>(e)</p> | <p>(f)</p> <p>DECREE OF DIVORCE</p> <p>Case No.: 264402036<br/>Judge: Denise M. Porter<br/>Commissioner: Dustin Hardy</p> <p>(g)</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|

The above entitled matter has been presented to the Court. Petitioner represented by Kyle C. Dart of Dart Law Offices. Respondent is pro se. Based upon the signed stipulation of the parties, the court therefore enters this Decree of Divorce and Judgment. The Court having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby ORDERED, ADJUGED, AND DECREED AS FOLLOWS:

## **GROUNDS AND JURISDICTION**

1. Residency. Petitioner (hereinafter “Jaxon”) has been a resident of Utah County for at least three months prior to the filing of this action.
2. Marriage Statistics. Jaxon and Respondent (hereinafter “Hailey”) were married on June 17, 2021.
3. Grounds. The parties have experienced irreconcilable differences in their marriage and future together. Despite various efforts to reconcile and address their differences, meaningful communication between the parties has ceased. These efforts have proven unsuccessful, and the parties' differences have reached a point of irreconcilability, making the continuation of the marriage untenable. In light of the circumstances, the court is requested to grant a decree of divorce on the grounds of irreconcilable differences.

## **CHILD CUSTODY**

4. Children. There have been no children born as issue of this marriage.

## **ALIMONY**

5. Alimony. The parties acknowledge and agree that each is presently capable of providing for his or her own reasonable financial needs through employment, income, assets, or

other available resources. Each party further represents that he or she is self-supporting and does not require financial assistance from the other for maintenance or support. Accordingly, each party knowingly, voluntarily, and expressly waives any and all claims for alimony, spousal support, maintenance, or separate support from the other, whether temporary, rehabilitative, permanent, or otherwise. The parties agree that neither shall now or at any time in the future seek, request, or be entitled to an award or modification of alimony from the other for any reason. The parties acknowledge that this waiver is intended to be full, final, and permanent. The Court shall retain no jurisdiction to award or modify alimony in the future, except as may be required by applicable law to enforce this provision.

### **PROPERTY**

6. Personal Property. During the course of the marriage relationship, the parties have acquired certain personal property. The parties are each awarded the personal property *that is in his or her respective possession on the date of the Stipulation*, or except where further specified as follows:

| <i>Item Description:</i> | <i>Awarded to:</i>                                                                                                                                                                                      |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2024 Ford F150           | Jaxon with any associated debt                                                                                                                                                                          |
| 2026 Toyota Land Cruiser | Hailey with associated debt. Hailey shall be required to refinance the vehicle loan into her own name within 60 days of the entry of the Decree of Divorce. In the event she is unable to refinance the |

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|--|---------------------------------------------------------------------------------------------------------------------------------|
|  | vehicle, the vehicle will be sold and she will be entitled to the proceeds of the sale after the existing loan balance is paid. |
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a. All remaining personal property shall be divided equally by the parties. If the parties cannot agree on a division, the parties shall attend mediation prior to taking the matter to court.

7. Bank/Financial Accounts. During the marriage the parties acquired various bank and financial accounts as follows:

| <i>Account Description:</i>      | <i>Approx. Balance</i> |
|----------------------------------|------------------------|
| Alta Bank Checking Account       | \$2,000                |
| Alta Bank Savings Account        | \$20,000               |
| Charles Schwab Brokerage Account | \$188,000              |

a. The parties acknowledge that they have accumulated approximately Two Hundred Ten Thousand Dollars (\$210,000.00) in marital checking, savings, and brokerage accounts. As a full and final settlement of the parties' respective interests in such accounts, Jaxon shall pay to Hailey the sum of One Hundred Five Thousand Dollars (\$105,000.00) as an equalization payment. Payment shall be made within fourteen (14) days following the entry of the Decree of Divorce.

b. Upon Jaxon's payment of the foregoing sum, Jaxon shall be awarded all right, title, and interest in and to all checking, savings, money market, investment, and brokerage accounts presently held in his name individually or jointly by the parties, free and

clear of any claim by Hailey. Hailey shall execute any documents reasonably necessary to effectuate this provision.

c. The parties acknowledge and agree that the \$105,000.00 equalization payment fully satisfies Hailey's interest in all marital checking, savings, and brokerage accounts, and that neither party shall have any further claim against the other with respect to such accounts following payment.

### **REAL PROPERTY**

8. Real Property. During the course of the marriage the parties acquired real property located at 989 North Wayne Drive, Saratoga Springs, Utah 84045. The marital home shall be listed for sale as soon as is reasonably possible and the parties shall cooperate in good faith to prepare, market, and sell the marital home at a mutually agreed-upon listing price.

9. Pending the sale of the marital home, Hailey shall have the exclusive right to occupy the home. Hailey shall maintain the residence in a clean and presentable condition and shall reasonably cooperate with the real estate broker regarding showings, open houses, inspections, appraisals, and other matters reasonably necessary to market and sell the property. Neither party shall unreasonably interfere with or delay the sale of the residence.

10. Until the residence is sold, Jaxon shall be responsible for making the regular monthly mortgage payments as they become due. If the residence is sold within ninety (90) days after it is first listed for sale, Jaxon shall not be entitled to reimbursement for any mortgage payments made during that ninety-day period.

11. If the residence has not sold within ninety (90) days after it is first listed for sale, Jaxon shall continue to make the monthly mortgage payments pending the sale; however, all mortgage payments made by Jaxon after the expiration of the initial ninety (90)-day listing period shall be reimbursed to Jaxon from the gross sale proceeds at closing before the remaining net sale proceeds are divided between the parties.

12. After payment of all customary closing costs, real estate commissions, liens, encumbrances, and any reimbursement due to Jaxon pursuant to this paragraph 11, the remaining net sale proceeds shall be divided equally between the parties, with each party receiving fifty percent (50%).

#### **DEBTS/EXPENSES**

13. Debts. Jaxon and Hailey acquired debts and expenses during the marriage. Each will assume, and hold the other harmless from liability on, the following debts:

a. Neither party will incur any additional liability on joint credit cards or any joint accounts.

b. Other Debts. Each party will be responsible to pay any other debt he or she individually incurred. If any other joint debts are later discovered and not stated and divided herein, the person incurring the debt will be solely responsible for the payment thereof and should hold the other party harmless therefrom.

c. Creditors. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless

otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

d. Notification to Creditors. The parties may notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

e. 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.

#### **RETIREMENT ACCOUNTS**

14. Retirement. 1 Any retirement accounts or pensions that Jaxon acquired during the course of the marriage shall be awarded in their entirety to Jaxon. Any retirement accounts or pensions that Hailey acquired during the course of the marriage shall be awarded in their entirety to Hailey.

#### **MUTUAL RESTRAINT**

15. Neither party is allowed to use the other's likeness, picture, name, identification, or credit for personal gain, such as obtaining credit, opening accounts, or acquiring services in order to prevent one party from exploiting the other's identity or financial standing post-divorce.

#### **MISCELLANEOUS PROVISIONS**

16. Attorney's Fees and Costs. Each of the parties should assume and pay their own attorney fees.

17. Former Name. Should she desire, Hailey should be restored to her former name of Hailey Robins. The Court should enter an Order of Name Change, if necessary.

18. The parties understand that their attorneys do not offer legal advice as to the tax implications herein and are aware that they have the right to seek advice from a tax expert as to the specific tax consequences to them prior to signing the Stipulation.

19. Both parties will 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.

20. Resolution. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.

21. Full Disclosure. Each party warrants that they have provided a complete, accurate, and current disclosure of all income, assets, and liabilities. This means that both individuals are affirming they've fully disclosed all their financial matters, ensuring transparency in the division of assets and responsibilities.

a. Consequences of Non-Disclosure: Both parties acknowledge that any deliberate failure to disclose financial information fully could be considered perjury, a criminal offense. This highlights the seriousness of honest and complete disclosure during divorce proceedings.

b. Scope of Property: The property referred to in the stipulation includes all property to which either party has any legal or equitable interest, whether owned individually or jointly

with the other party. This ensures that all assets, regardless of ownership type (joint or separate), are accounted for in the division.

c. In short, this provision seeks to ensure transparency, full financial disclosure, and accountability from both parties in the divorce process. It also establishes that any deliberate concealment or misrepresentation could have legal repercussions.

**THIS ORDER IS EFFECTIVE WHEN DIGITALLY SIGNED AND  
DATED ABOVE ON TOP OF PAGE ONE]**

**APPROVED AS TO FORM:**

/S/ HAILEY R. HIGGINSON

HAILEY R. HIGGINSON

ELECTRONICALLY BY KYLE C. DART WITH PERMISSION FROM HAILEY R. HIGGINSON.