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

DANIEL HOLT SIMONS, Petitioner, vs. AMANDA LYNN SIMONS, Respondent.	DECREE OF DIVORCE Case No. 254402294 Judge Tony F. Graf, Jr.
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Petitioner, Daniel H Simons, by and through his attorney, John Larsen, and Respondent, Amanda Lynn Simons, by and through her attorney, Lillian Reedy, have determined that they desire to resolve the issue for divorce on the following factual basis. The Court having entered its FINDINGS OF FACTS AND CONCLUSIONS OF LAW, now orders as follows

IT IS HEREBY ORDERED:

I. **DECREE**

1. Petitioner and Respondent are granted a divorce based on the Affidavit of Jurisdiction and Grounds, the divorce to become final upon entry.
2. The parties have no children of the marriage.

II. DIVISION OF ASSETS AND DEBTS

1. MARITAL HOME REAL PROPERTY DIVISION

- a. The marital home will be sold, and the net proceeds will be divided equally between the parties. The home will be professionally repaired, cleaned to a “broom swept standard,” and listed by real estate agent Dan Kennedy.
- b. The parties will jointly retain Joe Willis or any other mutually agreed upon licensed and qualified contractor to perform the repairs necessary to bring the home to market condition.
- c. The chosen Realtor is referenced in this Stipulation as the “Realtor.”
 - i. Dan Kennedy of Keller Williams
- d. The contractor may be paid from the sale proceeds at closing. Either party may advance any repair cost agreed to by the parties in writing, and any such written agreed advance will be reimbursed to the advancing party from the sale proceeds at closing, before the net proceeds are divided.
- e. The Realtor will determine the list price and the contractor will determine the scope of the repairs necessary to maximize the sale price. Both parties will cooperate fully with the Realtor and the contractor. The parties will reasonably follow the contractor and

realtor suggestions where the goals for the realtor and contractor will be to expeditiously minimize costs and to maximize net proceeds.

f. Respondent will continue living in the home until the home is sold but Respondent will remove from the home all of her “non-essential” personal items by no later than September 30, 2026. While living in the home, Respondent will fully cooperate with the contractor and the real estate agent and follow their requests, recommendations, suggestions, etc. For example, if the contractor needs Respondent to vacate the home for a period of time to facilitate construction on the home, she will do so. Respondent will maintain the home in clean and showing condition. Once the home is sold, Respondent will then vacate the home.

g. The home will be listed on the open market at the Realtor’s recommended fair market value. Neither party will accept, or require the other to accept, an off-market or investor offer that is lower than a bona fide offer then available on the open market. The parties’ shared objective is to maximize the net sale proceeds for both parties. If after 30 days there have been no offers on the home, the listing price will be reduced by an amount recommended by the agent. If after 60 days there have been no offers, then neither party can reject a reasonable “investor” offer.

h. Pending closing, Petitioner will continue to pay the mortgage, utilities, and homeowner’s insurance, consistent with the Temporary Order entered October 2, 2025.

- i. After payoff of the mortgage, the costs of sale, the repair costs, and reimbursement of any written agreed advances, the net proceeds will be divided equally between the parties.
- j. At closing, a net of \$12,000.00 (representing the \$16,000 equalization payment in paragraph 8 and less the \$4,000 moving advance in paragraph 2 by Petitioner) will be disbursed to Respondent from Petitioner's share of the net proceeds.

2. MOVING ADVANCE

- a. Petitioner will pay Respondent \$4,000.00 no later than two (2) weeks before Respondent vacates the marital home, to assist with moving-related costs.
- b. This payment is an advance against Respondent's share of the net sale proceeds and will be reimbursed to Petitioner from Respondent's share at closing as noted in paragraph 1.j.

3. RETIREMENT

- a. Petitioner is awarded his entire balance of the New York Life Trust Company account ending 5974, free and clear of any claim by Respondent. Thus, no QDRO will be required.

4. VEHICLES

- a. Respondent is awarded the 2018 Ford Escape and the 2013 Ford Fusion Hybrid SE and will be solely responsible for the remaining lien on the Escape and the related personal loan, and will hold Petitioner harmless as to each.

b. Petitioner is awarded the Ford F-150 truck and will be solely responsible for the loan secured by it and will hold Respondent harmless as to the same.

5. PERSONAL PROPERTY

A. Petitioner

Petitioner is awarded the following personal property along with any personal property in his possession. Petitioner will notify Respondent with 48 hours' notice of the day that he will pick up his belongings. On the day selected, he may enter the home between the hours of 8 am to 8 pm. Respondent will ensure that all of Petitioner's awarded items are ready to be collected.

- i. Coffee and End Tables (he owned before marriage)
- ii. His Desk (corner desk upstairs) and Office Chair
- iii. Parking Tent
- iv. Washer and Dryer (stay with the house until sold)
- v. Refrigerator (stay with the house until sold)
- vi. Surround Sound Equipment
- vii. Glass Curio with Sliding Door
- viii. Credenza
- ix. Book Shelf with Drawer Blue Ray Player k. 2 – Smaller T.V.'s l.
- x. Black bedroom set in Master Bedroom (big dresser, night stand, bed frame, little dresser)
- xi. Dog "Bennett"
- xii. Personal items remaining in the marital home such as papers, small items, tools, etc.

A. Respondent

Respondent is awarded the following personal property along with the personal property in her possession excepting for Petitioner's items noted above and including, but not limited to, the following:

- i. Mattress and box springs.
- ii. Her desk (executive desk with drawers was in downstairs office)
- iii. Dog “Teddy”

6. ALIMONY

- a. Petitioner will pay Respondent alimony of \$1,300.00 per month, beginning the first day of the month following the month the home is sold. For example, if the home is sold on September 30th, alimony would begin October 1st. For purposes of this paragraph, “sold” is defined as once the home is “funded and recorded.”
- b. Alimony will continue for a period of eighty-four (84) months unless terminated early. Alimony will terminate early upon the death of either party, or upon Respondent’s remarriage or cohabitation, consistent with Utah Code § 81-4-505.

7. DIVISION OF ACCOUNTS, PROPERTY, AND DEBTS

- a. The parties’ assets and debts are divided as set forth in the table below. Each party is awarded the assets listed beside that party’s designation and is solely responsible for the debts listed beside that party’s designation and will indemnify and hold the other party harmless from those debts.
- b. Each account and each debt is awarded or assigned in full, whatever its balance.

There will be no valuation, offset, credit, or reimbursement will be claimed or awarded with respect to any account or debt listed below outside of the equalization payment in paragraph 8.

c. Each party warrants that he or she has not incurred, and will not incur, any debt in the name of the other party.

Asset / Debt	Awarded to / Responsible Party
ASSETS	
New York Life Trust Company account ending 5974 (retirement)	Petitioner
Ford F-150 truck	Petitioner
2018 Ford Escape	Respondent
2013 Ford Fusion Hybrid SE	Respondent
Basic Affordable Fashion, with all of its assets and debts	Respondent
America First Credit Union money market account	Respondent
All other bank and financial accounts titled in Petitioner's sole name	Petitioner
All other bank and financial accounts titled in Respondent's sole name	Respondent
Personal property	As set forth in ¶ 5
DEBTS	
Loan secured by the Ford F-150	Petitioner
Chase Slate Edge account ending 6548	Respondent
Chase Freedom Unlimited account ending 8236	Respondent
Venmo Credit account ending 9543	Respondent
America First Credit Union Visa Classic account ending 6189	Respondent
Discover account ending 2987	Respondent
Capital One Business Spark account ending 0966 (Basic Affordable Fashion)	Respondent
Capital One business account (second account, Basic Affordable Fashion)	Respondent
Capital One Venture One account ending 2920	Respondent

Utah State Tax Commission — Basic Affordable Fashion sales and use tax	Respondent
Shopify — any balance owed (Basic Affordable Fashion)	Respondent
Former landlord, Payson storefront — any balance owed (Basic Affordable Fashion)	Respondent
Aidvantage student loans	Respondent
Lien remaining on the 2018 Ford Escape	Respondent
Personal loan related to the 2018 Ford Escape	Respondent
All other debts in Petitioner's sole name	Petitioner
All other debts in Respondent's sole name	Respondent

8. GLOBAL RESOLUTION OF ALL REMAINING ISSUES

In exchange for the terms above, each party waives every remaining financial claim against the other. Specifically, and without limitation, the following are fully and finally resolved in exchange for the global settlement amount Petitioner will pay to Respondent of \$16,000.

Payment of the \$16,000 will be made as identified in paragraph 1 subsection j above:

- a. All vehicle valuation credits and offsets.
- b. All bank account and withdrawal claims, including all claims described in paragraph III of Petitioner's trial memorandum. The parties' accounts are awarded as set forth in paragraph 7 above, and neither party owes the other any payment, reimbursement, or offset with respect to any account or withdrawal.
- c. All claimed overdraft fees.
- d. All claimed reimbursement of mediation fees.
- e. TAXES.

(i) The \$708.50 in claimed 2025 tax reimbursement.

(ii) The parties filed separately in 2025 and will continue to file separately, and each party will be solely responsible for his or her own tax liability.

e. All claims regarding funds paid by Respondent's adult son and the America First money market account.

f. All claims of dissipation of assets and all claims to business equity. Basic Affordable Fashion is awarded to Respondent with all of its assets and all of its liabilities, which are substantially equal, at a net value of \$0.00.

g. All of Respondent's claims for alimony arrears, health insurance premium arrears, and non-covered medical, dental, and psychological costs and arrears.

h. Each party will be solely responsible for his or her own health and automobile insurance upon signing this Stipulation.

i. Each party will bear his or her own attorney fees and costs incurred in this matter through entry of the Decree of Divorce, and both parties withdraw their requests for fees.

9. ENFORCEMENT AND NON-COMPLIANCE

a. Each party will cooperate fully and will sign any document reasonably necessary to carry out this Stipulation, including closing documents, title transfers, and lien releases.

b. If a party believes the other party has failed to comply with this Stipulation or the Decree entered upon it, the complaining party will first give the other party clear written notice identifying the non-compliance and a reasonable time to comply. If the non-compliance continues after that written notice and time to comply, and court

intervention is required to obtain compliance, the non-compliant party will pay the reasonable attorney fees and costs incurred by the compliant party in obtaining compliance.

11. Respondent may change her name to Amanda Lynn Mitchell.

****THE COURT'S SIGNATURE APPEARS ON THE FIRST PAGE****

APPROVED AS TO FORM:

/s/ John S Larsen (signed by Lillian Reedy with permission of John Larsen by email 8/31/2026)

John S. Larsen

Attorney for Petitioner

Certificate of Service

I hereby certify that on August 31, 2026, a true and correct copy of the FINDINGS OF FACT AND CONCLUSIONS OF LAW was served via email or U.S. Mail postage prepaid to or by the court's electronic notification service as identified below:

John Larsen, counsel for Petitioner

/s/ Lillian M. Reedy

Lillian M. Reedy

Attorney for Petitioner