



Daniel B. Garriott (9444)
YORK HOWELL
10610 South Jordan Gateway, Suite 200
South Jordan, Utah 84095
Phone: (801) 527-1040
Fax: (801) 527-1000
danielg@yorkhowell.com

Attorney for Plaintiffs

**IN THE FOURTH JUDICIAL DISTRICT COURT – SPANISH FORK DISTRICT
IN AND FOR UTAH COUNTY, STATE OF UTAH**

IN THE MATTER OF THE MARRIAGE
OF:

NANCY DAYLEY,

Petitioner,

vs.

DANNY DAYLEY,

Respondent.

DECREE OF DIVORCE

Case No. 264300069

Judge Jared Eldridge

[Tier 4]

This matter having been submitted to the Court upon Petitioner's *Verified Petition for Divorce* setting forth jurisdiction and grounds, the parties having signed a *Stipulation and Settlement Agreement* ("**Stipulation**") agreed to after mediation, resolving all claims between the parties, and the Court having reviewed the files and records herein and being otherwise fully advised in the premises, and the Court having made and entered its *Findings of Fact and Conclusions of Law*, now therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. The parties are awarded a divorce from one another breaking the bonds of matrimony now existing between them.

Provisions Relating to Jurisdiction and Grounds

2. Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.
3. The parties resided in the marital relationship in the State of Utah, or the acts complained of by the Petitioner were committed by the Respondent in the State of Utah and therefore this Court has long-arm jurisdiction over the Respondent.
4. The Petitioner and the Respondent were married on May 8, 2009, at [Location to be confirmed], Utah, and separated on or about February 2026.
5. During the course of the marriage, the parties have experienced difficulties that cannot be reconciled, such that continuation of the marriage is untenable.

Provisions Relating to Minor Children

6. There are no minor children of the parties and none are expected. No terms relating to custody, parent-time, or child support are required or included herein.

Provisions Relating to Alimony

7. Neither party is awarded alimony from the other, now or forever hereafter. All claims to alimony are waived by each party.

Provisions Relating to Personal Property

8. During the marriage, the parties acquired items of personal property. Except as set forth below, each party is awarded the personal property currently in his or her respective possession.

Item Description	Awarded To
2024 Toyota RAV4	Petitioner
All other vehicles	Respondent

- (a) Each party shall be solely responsible for any debt associated with a vehicle awarded to him or her. So long as Respondent remains on the loan for the RAV4, Petitioner shall provide proof of the monthly payment (currently \$304.26) by the 1st of each month.
- (b) Respondent has gathered Petitioner's personal property located in the garage at the Saratoga Springs home. Respondent shall make that property available for Petitioner to pick up on either September 12, 2026 or September 19, 2026, and will communicate the designated date to Petitioner at least seven days in advance. On the designated date, Petitioner shall have from 12:00 p.m. until 7:00 p.m. to collect her property.
- (c) Petitioner shall refinance or pay off the RAV4 loan within thirty days of her receiving the \$400,000 payment described below.

Provisions Relating to Bank and Financial Accounts

9. Each party shall be awarded the following accounts:

Account Description	Awarded To
All accounts in Petitioner's sole and separate name.	Petitioner
All accounts in Respondent's name or in the name of one of his businesses, and any remaining jointly held accounts, with any current amounts therein.	Respondent

10. The parties shall cooperate to sign any documents necessary to transfer accounts to the party awarded the account above, no later than ten (10) days after entry of the Decree of Divorce.

Provisions Relating to Real Property

11. During the marriage, the parties acquired an interest in certain real property, including the properties located at 651 W Baxter Lane, Saratoga Springs, UT; 123 E 2nd Ave, Salt Lake City, UT; and 872 E Shootin Iron Rd, Almo, ID (collectively, the “Properties”), which shall be divided as follows:

(a) Respondent shall pay to Petitioner the sum of \$400,000 on or before January 1, 2027.

If the \$400,000 has not been paid in full by November 1, 2026, Respondent shall additionally pay to Petitioner \$2,500 per month, beginning November 2026, for each month (or partial month) that any portion of the \$400,000 remains unpaid — including any such payments that come due before the January 1, 2027 deadline. These monthly payments shall continue, whether before or after January 1, 2027, until the \$400,000 has been paid in full, with each monthly payment due on or before the 5th day of the applicable month.

(b) In exchange for the above payment, Respondent shall be awarded all of the Properties.

(c) Respondent shall be responsible for, and shall indemnify Petitioner from, any and all debt associated with any of the Properties.

(d) The parties shall cooperate to execute any deeds, releases, or other documents reasonably necessary to implement the division of real property agreed to herein. Such transfers shall be made within a reasonable time, not to exceed thirty days from the date the \$400,000 payment identified above is made. Respondent shall provide Petitioner quitclaim deeds, and Petitioner shall execute those quitclaim deeds for each

of the Properties and deliver the same to Respondent within twenty-four hours of receiving the completed payment of the \$400,000 described herein.

Provisions Relating to Business Assets

12. During the marriage, the parties acquired interests in several businesses. All such business interests shall be awarded to Respondent.

Provisions Relating to Retirement Accounts

13. Respondent's retirement, pension, 401(k), stock, stock option, and/or profit-sharing accounts, whether through employment or otherwise, shall be awarded to Respondent.

Provisions Relating to Insurance

14. Petitioner shall obtain her own automobile insurance within fifteen (15) days of the date of the Stipulation.

15. Petitioner shall pay the ongoing monthly premiums on the InstaMed SelectHealthcare insurance, or shall otherwise obtain her own health insurance, by September 1, 2026.

Provisions Relating to Debts, Reimbursement, and Offsets

16. Except as otherwise stated herein, each party shall be solely responsible for, and shall hold the other harmless from, any debt he or she individually incurred. Neither party shall incur additional liability on joint credit or accounts.

17. Any other joint debt later discovered and not addressed herein shall be the sole responsibility of the party who incurred it, and that party shall hold the other harmless therefrom.

Provisions Relating to Taxes

18. The parties shall file a joint federal and state income tax return for 2025. Petitioner shall sign the return within seven days of the date of the Stipulation. Any refund shall be awarded to Respondent, and any tax liability shall be the responsibility of Respondent.

19. The parties acknowledge that their attorneys have not provided tax advice regarding the Stipulation and that each has the right to consult a tax professional before signing.

Miscellaneous Provisions

Attorney Fees and Litigation Costs

20. Each party shall assume and pay his or her own attorney's fees and costs.

Former Name

21. Petitioner shall be restored to her former name of Nancy Viera, if she so desires. The Court shall enter an Order of Name Change, if necessary.

Mutual Restraint

22. The parties shall be mutually restrained from harassing, annoying, or otherwise bothering one another.

23. Neither party shall use the other's likeness, picture, name, identification, or credit for personal gain, including obtaining credit, opening accounts, or acquiring services in the other's name.

24. The parties are restrained from making public comments, sharing posts, or posting photographs about each other or these proceedings on social media platforms (e.g., Facebook, Instagram, Snapchat), in order to protect the parties' privacy and avoid public airing of grievances.

Other

25. Execution of Further Documents. Each party shall sign whatever documents are reasonably necessary to transfer title, execute deeds, or otherwise implement the Decree of Divorce.

26. Full Disclosure. Each party has provided a complete, accurate, and current disclosure of all income, assets, and liabilities. The parties acknowledge that a deliberate failure to disclose financial information may constitute perjury.

27. **Notice to Creditors.** Pursuant to §15-4-6.5(3)(b) each party shall be required to provide notice to each creditor of the parties following the entry of the Decree of Divorce in this matter, indicating the liability between the parties as to each debt of the parties, and providing each such creditor with the address of the party liable for that debt pursuant to the terms of the Decree of Divorce.

28. **MODIFICATION.** If either party desires to modify this Decree of Divorce, then they shall first give notice to the other party and participate in mediation in good faith regarding their desired modification.

APPROVED AS TO FORM:

DATED this 4th day of September, 2026.

/s/ Jeff D. Rifleman
Jeff D. Rifleman, Attorney for Respondent (electronically signed with permission via email dated September 4, 2026 at 12:45 pm)

*****END OF DECREE OF DIVORCE*****

Pursuant to Rule 10(e) of the Utah Rules of Civil Procedure, the Court's Signature Appears at the Top of the First Page.

NOTICE

Pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure, if no objection to the form of the foregoing Findings of Fact and Conclusions of Law is filed within seven (7) days after service of this document, the Court may sign and enter the foregoing Findings of Fact and Conclusions of Law without further notice.

CERTIFICATE OF SERVICE

I hereby certify that, on this 4th day of September, 2026, I caused a true and correct copy of the foregoing **DECREE OF DIVORCE** to be electronically filed with the Court which provided electronic notification to all parties by operation of the Court's electronic filing system to the following:

Jeff D. Rifleman

Rifleman Law & Mediation
408 W. Indian Summer Drive
Saratoga Springs, Utah 84045
jeffrifleman@gmail.com
Attorney for Danny Dayley

YORK HOWELL

/s/ Daniel B. Garriott
Daniel B. Garriott
Attorney for Petitioner