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**FOURTH JUDICIAL DISTRICT FOR UTAH COUNTY - PROVO
STATE OF UTAH**

In the Matter of the Marriage of

FELICE A. AUSTIN,

Petitioner,

And

FREDERICK HERBERT AUSTIN
GILBERT,

Respondent.

DECREE OF DIVORCE

Case No. 264400031

Judge: CHRISTINE JOHNSON
Commissioner: MARIAN ITO

This matter comes before the Court pursuant to the Stipulation signed August 20, 2026, between Petitioner Felice Austin (hereafter also "Wife" or "Felice") and Respondent Frederick Herbert Austin Gilbert (hereafter also "Husband" or "Frederick" or "Fred"). The Court, having reviewed and accepted the parties' stipulation, and the Findings of Fact and Conclusions of Law signed herewith,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Dissolution of Marriage: The parties' marriage is hereby dissolved.
2. Residency: Wife is a bona fide resident of Utah County, State of Utah for three months immediately prior to the filing of this action.

3. Jurisdiction. The parties acknowledge jurisdiction of this court and consents thereto and agrees, that the court may enter judgment.
4. Marriage Statistics: Wife and Husband were married on June 24, 2018 in the city of Ojai, Ventura County, California and are presently married. The parties separated on or about September 30, 2025.
5. Grounds: Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship.
6. Children: There have been no children issued from this marriage and none are expected.
7. Communication: The parties may communicate in writing solely for the purposes of implementing the terms of the Decree of divorce. All communication will be civil and limited to that purpose unless otherwise agreed by the parties in writing.
8. Harassment. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party.
9. In-Person Contact: The parties shall have no in-person contact except as necessary to implement the terms of the Decree of Divorce. Such contact shall be agreed upon in writing beforehand, stating the purpose, scope, time, and place for such contact. Either party may record said in-person contact. Any such contact will be civil.
10. Real Property. The parties acquired real property during the marriage – specifically, a house at 116 S. Canyon View Dr, Elk Ridge, Utah, Utah 84165. Said

property has been sold. Wife is awarded all proceeds therefrom free and clear of any claim to them by Husband. Husband has already quitclaimed said property to wife.

11. Alimony: No further alimony is awarded to either party. Any amounts that may have been paid toward or in contemplation of alimony are not recoverable. All sale proceeds from the home is awarded to Wife in lieu of alimony.

12. Name and Contact Information Changes: Each party shall inform each other in writing within 14 days of any change to their names, email addresses, and telephone numbers for one year after the date of the signing of this agreement.

13. Debts: During the period of their marriage, the parties have incurred certain debts and obligations.

- a. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by the party or assigned by the Court to that party.
- b. The parties hold each other harmless for any debts, liabilities, or obligations assumed by the parties in this agreement, or any loans in their own name not disclosed herein.
- c. Neither party shall be held responsible for the debts of the other party entered into after the date of separation.
- d. If a creditor, government agency, collection agency, etc. pursues recompense (including collection or legal fees or costs) for any debts assumed by the other party, the party owing (the party who has assumed the debt herein or failed to disclose the debt) has an affirmative duty to (without limitation):

- i. promptly and timely take all action necessary to ensure that said creditor, government agency, collection agency, etc. ceases to hold the non-owing party (as defined above) responsible for said debt, obligation, or liability
 - ii. pay for reasonable credit repair to the other party if the non-owing party's credit has been damaged and the non-owing party requests the credit repair costs in writing and demonstrates via documentation to the owing party the damage to credit,
 - iii. Communicate effectively and timely with both the owed entity and the non-owing party.
- e. The party assuming the debt must timely put the debt solely in their own name and pay or otherwise discharge it. If they cannot put the debt in solely their name, they must still pay or discharge it sufficient to remove liability of the other party.
- f. If a party pays a debt they are not responsible for due to the actions or inactions of the other party, the paying party may recover that amount (including any collections or legal fees paid) from the responsible party and the responsible party shall have an affirmative duty to reimburse the paying non-responsible party timely.
- g. If court action is required to enforce the debt provisions of this agreement, the party against whom enforcement is sought will pay the attorney fees of the

enforcing party upon a finding by a preponderance of the evidence that the debt provisions have been violated.

h. If either party requests documentation from the other party that a debt referenced herein has been paid or discharged, said documentation shall be timely provided.

14. 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 as between the creditors and the parties unless otherwise provided by the contract with the creditor, or until a new contract is entered into between the creditors and the debtors individually. This understanding does not change the parties' obligations and duties regarding debt described in this agreement.

15. The parties shall notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

16. Debts discharged by bankruptcy, if any, does not relieve the discharged spouse from their obligations (referenced herein) to the other spouse if debt remains after the bankruptcy for which creditor seeks to recover from the non-discharging spouse.

17. Certain debts and obligations (without limitation) include:

- a. All student loans or installment loan debt (e.g., credit cards or vehicle payments) are assumed by the party in whose name the debt was accrued, except as referenced herein.
- b. American Express card account ending 1000 debt is assigned to Wife.

Account Number: 1000
Institution Name: American Express
Address: N/A
Approximate Amount Owed: \$1,599.80
Minimum Monthly Payment: \$51.98
Owner: Both Parties.

- c. Bank of America account ending in 2353 is assigned to Wife

Account Number: 2523
Institution Name: Bank of America
Address: N/A
Approximate Amount Owed: \$1,326.01
Minimum Monthly Payment: \$45.00
Owner: Felice Austin

- d. Prime Restoration debt is assigned is assigned as follows:

Account Number: 1234
Institution Name: Prime Restoration
Approximate Amount Owed: \$750.00
Minimum Monthly Payment: N/A
Owner: Frederick H. Austin-Gilbert, Felice Austin
The debt shall be paid as follows: Felice A. Austin shall pay half of the debt. Frederick Herbert Austin-Gilbert shall pay half of the debt directly to the debt collector by December 31, 2026.

- e. Express Recovery Services debt of approximately \$3,001 is assigned as follows:

Account Number: 6273
Institution Name: Express Recovery Services (Provo Canyon Behavioral Health)
Approximate Amount Owed: \$3,001.15
Owner: Felice Austin
The debt shall be paid as follows: Felice A. Austin shall pay half of the debt. Frederick Herbert Austin-Gilbert shall pay half of the debt directly to the debt collector by December 31, 2026.

f. Pending or outstanding tax debts and/or liabilities (both State and Federal) for either party for tax years 2021, 2023, and 2024, including (without limitation) those accounts associated ending 1338 and 1218. Said debt shall be paid as follows: Frederick Herbert Austin-Gilbert shall pay the entire debt.

g. Nelnet/AES account ending 1218 is assigned to Wife.

h. Each of the following debts, if extant, are assigned to Frederick either as being in his name post-separation or is otherwise non-marital debt:

- i. First America Credit Union (Audi Loan);
- ii. Any debts associated with USAA account ending 7075;
- iii. Credit One Bank NA account ending 3316;
- iv. Debts owed on any Credit One, America First, Thriftline Service Center; Affirm, Inc., Les Schwab, USAA Loans, and USAA credit or bank accounts not otherwise specified above;
- v. Credit One Bank NA account ending 6563;
- vi. Intermountain and Revere Health medical debt in the estimated amount of \$1,500;
- vii. Les Schwab debt in the estimated amount of \$823;
- viii. USAA debt in the estimated amount of \$6,870.
- ix. America First Credit Union debt in the estimated amount of \$2,983;

- x. Affirm debt in the estimated amount of \$11,034;
- xi. Thrift Savings Plan (TSP) in the estimated amount of \$4,060.38.

18. Personal property. During the course of the marriage the parties have acquired personal property. Each party should be awarded the personal property currently in their possession. There should be an equitable division of the personal property, including without limitation the following:

- a. Each party should be awarded the vehicle(s) in their current possession subject to the debts and obligations thereon.
- b. Husband is awarded any shares or ownership interest in the airplane Husband purchased during the marriage.

19. Business(es). During the course of the marriage Wife opened one or more businesses. Any remaining value or assets regarding said business(es) is awarded to Wife free and clear of any interest by Husband.

20. Financial Accounts. During the course of the marriage, the parties acquired financial accounts. Said accounts have for the most part already been equitably divided. Any remaining accounts should be equitably divided. Accounts currently in the parties' names are awarded to that party, and the parties will work together to close joint accounts immediately.

21. Life Insurance Policy. Respondent will obtain a life insurance policy with a benefit amount of \$100,000.00, naming Petitioner as beneficiary, which he will maintain until all of his financial duties and obligations to Petitioner as stated herein are fully satisfied, including without limitation the closing of the possibility of his

debts or obligations to third parties creating or resulting in liability to Petitioner.

Respondent will provide Petitioner with documentation of said policy.

22. Retirement Accounts and Pension. During the course of the marriage, Husband acquired retirement account(s) and pension(s) or increased the value of existing retirement accounts. The owner of the retirement account (Plan Participant) must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money, and benefits. This includes signing any needed releases of information.

- a. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt.
- b. Information on the pension plans and how they are to be divided is listed below:

VERIFY ALL THIS

Account Number: 1338

Plan Name: Thrift Savings Plan (govt employees)

Plan Administrator: Thrift Savings Plan

Company Name: Thrift Savings Plan

Address: ThriftLine Service Center, C/O Broadridge Processing, PO Box 1600, Newark, NJ 07101-1600

Date Opened: September 9, 2015

Estimated Plan Value: \$42,000

Plan Held In Name Of: Frederick Herbert Austin-Gilbert

Divide as follows: Felice A. Austin shall be awarded \$10,000 of this fund.

- c. Wife's attorney shall be responsible to prepare the necessary Qualified Domestic Relations Orders or other relevant documents to ensure the above

division within 90 days of the entry of the Decree of Divorce. Said attorney must be experienced and qualified in drafting said document(s).

d. Husband also has a FERS pension. Husband is awarded that pension free and clear of any claim by Wife

23. Additional Provisions:

a. All debts held solely in the name of Frederick H. Austin-Gilbert, including any prior names he has used (e.g., Frederick Braun), shall remain his responsibility unless otherwise specifically provided. If Frederick H. Austin-Gilbert has engaged in any forgery or fraudulent activity to obtain funds, he shall be solely responsible for any legal or financial consequences arising from such actions, if any.

b. Any alleged debt of \$12,000 claimed by Frederick H. Austin-Gilbert against Felice A. Austin, purportedly incurred in 2022 for business purposes, shall be considered paid in full and resolved.

c. Frederick H. Austin-Gilbert shall be solely responsible for all of his own medical expenses, whether incurred in the past or in the future.

d. Felice A. Austin shall be solely responsible for all of her own medical expenses incurred after the divorce.

e. Felice A. Austin shall retain sole ownership of all intellectual property she created before, during, and after the marriage. In the event of her death, any copyrights or other intellectual property rights shall pass to her oldest

daughter, or as other person or entity designated in Felice A. Austin's valid will at the time of her death.

f. Frederick H. Austin-Gilbert shall indemnify and hold harmless Felice A. Austin from any liability, fees, or claims arising from debts assigned to him in this agreement, including but not limited to medical bills, credit accounts, and other financial obligations. In the event a creditor seeks payment from Felice A. Austin for any debt assigned to Frederick H. Austin-Gilbert, he shall be solely responsible for defending, paying, and resolving such claims, including any costs, interest, or attorney's fees incurred by Felice A. Austin as a result. This obligation shall remain in effect even if Frederick H. Austin-Gilbert files for bankruptcy; he shall remain fully responsible for all debts assigned to him under this agreement, and Felice A. Austin shall not be responsible for any portion of those debts.

g. For the 2025 tax year, the parties shall file their federal and state income tax returns as married filing separately. Each party shall be solely responsible for his or her own tax liabilities for that year. Felice A. Austin shall report and be entitled to any income or losses associated with the rental property for the 2025 tax year.

24. Execution of Documents. Each party will execute and deliver to the other such documents as are necessary to implement the provisions of this agreement within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of

Civil Procedure § 70). The parties, however, are ordered to make their best affirmative efforts to sign said documents, and not rely URCP § 70 to discharge this obligation.

25. Attorney Fees and Costs. Each party shall pay their own attorney fees and court costs.

This Order becomes effective on the date when

electronically signed by the Court on the first page.

APPROVED AS TO FORM

/s/ Frederick Austin Gilbert (Signed with permission 8.25.26)
FREDERICK AUSTIN GILBERT
Respondent *Pro Se*

**NOTICE OF INTENT TO SUBMIT FOR SIGNATURE
AND CERTIFICATE OF SERVICE**

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, you are hereby notified that the foregoing Order will be sent to the Court for signing upon the expiration of seven (7) days from the date of this Notice, plus three (3) for mailing if applicable, unless a written objection is filed with the court prior to that time. I hereby certify that on the 25th day of August, 2026, I caused a true and correct copy of the foregoing ORDER to be served via email on the following:

Frederick Austin-Gilbert,

/s/Ryan B. Peterson
Ryan B. Peterson
Attorney for Petitioner