



BRANDON GATEWOOD, 18194
COWDIN & GATEWOOD LLC
Attorneys for Joey Lopez
1785 E, 1450 S, Suite 250
Clearfield, Utah 84015
Phone: (385) 382-0800
Email: support@cowdingatewood.com

PRIVATE RECORD

IN THE SECOND JUDICIAL DISTRICT COURT
DAVIS COUNTY, STATE OF UTAH

In the Matter of the Marriage of
JOEY NOEL LOPEZ,

Petitioner,

and

CARYN LEA LOPEZ,

Respondent.

DECREE OF DIVORCE

CIVIL NO. 254701010
JUDGE MICHAEL EDWARDS
COMMISSIONER JULIE WINKLER

WHEREFORE, the parties having entered into a stipulation on July 9, 2025 and amended the stipulation on July 22, 2025, and reached a global settlement in Court on March 3, 2025 resolving all outstanding issues, the Court accepting Petitioner Joey Noel Lopez's (hereinafter "Petitioner") and Respondent Caryn Lea Lopez's (hereinafter "Respondent") agreement both in writing and placed on the record, and hereby grants a Decree of Divorce as follows:

1. Residency: The Parties are bona fide residents of Davis County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. Marriage Statistics: The parties were married on June 29, 2002, in Ogden, Utah. The parties are currently separated.

3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. Children: All minor children have emancipated. There are no minor children subject to the jurisdiction of the Court.

5. Taxes: To the extent it exists, the parties shall alternate claiming the parties' minor child for tax purposes. Respondent shall be entitled to claim the minor child for income tax purposes in even-numbered tax years (beginning with taxes filed in 2026 for the 2025 tax year) and Respondent shall be entitled to claim the minor child as a dependent in odd-numbered tax years (beginning with taxes filed in 2027 for the 2026 tax year).

6. Mutual Non-Disparagement and Confidentiality Clause

a. The parties shall be restrained, directly or indirectly, make or publish any statements, whether written or oral, including but not limited to social media, to third parties, or to the public at large, that could reasonably be construed to defame, disparage, or cast the other party in a negative light. This includes, without limitation, any statements that pertain to the other party's character, conduct, parenting, personal relationships, business, or finances.

b. The parties are to maintain the confidentiality of all private matters related to their marriage, separation, and divorce. Neither party shall disclose to any third party, except as required by law or to legal, financial, or therapeutic professionals under a duty of confidentiality, any non-public information obtained during the course of the marriage or divorce proceedings.

7. Sale of Real Property: The parties owned real property located at 1341 W 1075 N, Clinton, Utah 84015. The parties have agreed to sell the property and have done so. The parties had agreements prior to the closing on the sale of the property, which shall be binding upon the parties as follows:

- a. Petitioner shall be responsible for the full monthly payment on the primary mortgage, including principal, interest, escrow and any applicable fees or assessments related to the primary mortgage through separation on March 10, 2025 through the closing of the sale of the home.
- b. Respondent shall be responsible for the Home Equity Line of Credit (HELOC) for the full monthly payment due on the HELOC associated with the marital residence, including principal, interest and any associated fees from the date of separation on March 10, 2025 through the closing of the sale of the home.
- c. Respondent shall be solely responsible for all utility expenses associated with the marital residence, including but not limited to electricity, gas, water, sewer, trash, and internet service. Respondent shall also be responsible for any streaming service subscriptions used by either party from the date of separation on March 10, 2025 until the closing of the sale of the home.
- d. The property shall be sold as “for sale by owner” with Petitioner being responsible for listing and selling the property.
- e. Petitioner shall pay for all reasonable and necessary costs in connection with the sale, including but not limited to inspections, appraisals, repairs required

to close, title, and escrow fees and legal or administrative expenses, for all purposes of avoiding the need to hire a real estate agent or broker.

f. All costs paid by Petitioner that are reasonably incurred for the purpose of listing and closing on the home, as verified by Petitioner and proof of payments via documentation, shall be reimbursed to Petitioner out of the gross proceeds of the sale of the home.

g. The parties shall split the equity 50/50 after reimbursement of costs to Petitioner. From Petitioner's share of the equity, he shall pay Respondent ten thousand dollars (\$10,000) as repayment for her contribution to the initial purchase of the 1964 Chevrolet Impala which is awarded to Petitioner.

8. Respondent shall be responsible for all automobile insurance premiums for any vehicles insured by Petitioner or for vehicles used primarily by Respondent and/or the children, unless agreed upon in writing. Upon the entry of the *Decree* the parties shall maintain their own insurance policies for vehicles awarded to them in the *Decree* or owned by them individually.

9. Division of Personal Property: Petitioner shall retain sole ownership of all vehicles, furniture, and appliances with the following, which shall become the sole property of Respondent:

a. The bedroom set, television, and entertainment stand that are located in the master bedroom room where Respondent will be residing until the final closing of the home;

b. The bedroom furniture in the grandchildren's room;

- c. The washer and dryer;
- d. The living room set located the upstairs living room, consisting of a 65 inch television, entertainment center, couches, recliner and lamp;
- e. The 2016 Land Rover, including full title and registration;
- f. The personal property of Respondent (inherited collectibles), including the furniture and décor items located in the upstairs formal living room;
- g. All jewelry, collectible items and other personal belongings gifted to Respondent by Petitioner;
- h. The kitchen table and 6 chair located in the kitchen dining area, and kitchen décor.

10. The above listed items in ¶ 7(a) – (h) shall be transferred to Respondent's possession without dispute and upon her request. Both parties shall execute any and all documents necessary to reflect this division of property and to facilitate and legal transfer of ownership where applicable.

11. Insurance: Both parties shall be responsible for their own medical, vision, and dental insurance upon the entry of the *Decree*.

12. Alimony: Neither party shall pay the other alimony and agree to extinguish any alimony claims now and forever.

13. Retirement: Both parties shall disclose retirement accounts, if any, and shall be entitled to a one-half (1/2) split of the retirement account from the date of marriage through the entry of the *Decree*, including all interest gained or losses incurred. The party who wishes to obtain their interest in the other party's retirement account shall be

responsible for preparing and filing any necessary documentation up to and including any Qualified Domestic Relations Orders (QDRO).

14. Notice to Creditors: The parties are to notify respective creditors or obliges, regarding the Court's division of debts, obligations, or liabilities and regarding the parties' separate, current addresses and provisions for the enforcement of these orders.

15. Duty to Cooperate: The parties shall cooperate in executing any necessary documentation for the purpose of facilitating the purposes of the *Decree*.

16. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action, if any.

*******END OF ORDER*******

[SIGNATURE OF COURT TO APPEAR AT THE TOP OF PAGE ONE]

CERTIFICATE OF SERVICE

I hereby certify that on this 1ST day of April, 2026 I caused to be served a true and correct copy of the foregoing via email to the following:

Daniel Drage
Attorney for Respondent

/s/ Brandon L. Gatewood