



Dustin D. Gibb (13220)
GIBB LAW FIRM, P.C.
610 N. Kays Dr., Suite 109
Kaysville, UT 84037
Telephone: (801) 725-6035
Email: dustin@gibblawfirm.com
Attorney for Petitioner

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

In the matter of the marriage of:
CYNTHIA RENAE WILLISON,

Petitioner,

vs.

KRAIG ROBERT WILLISON

Respondent.

DECREE OF DIVORCE

Civil No. 254701541

Judge Valencia
Commissioner Winkler

The Parties signed a Stipulation and Settlement Agreement on the 20th day of March, 2026. The Court having reviewed the Declaration of Jurisdiction and Grounds in support of the Decree of Divorce as well as the Stipulation and Settlement Agreement on file herein, having previously entered its written findings of fact and conclusions of law, and for good cause otherwise appearing, does hereby **ORDER, ADJUDGE AND DECREE AS FOLLOWS:**

1. **Decree of Divorce.** That the bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a Decree of Divorce from each other, the same becoming final upon entry by the Court.
2. **Resident and Jurisdiction.** Cynthia is a resident of Davis County, State of Utah, and has been so for at least three months immediately prior to the filing of this action.
3. **Marriage Information.** The parties were married on December 22, 2012, in California, and are presently married.
4. **Separation.** The parties separated in August 2024.
5. **Grounds.** Differences have arisen between the parties during the course of this marriage which have been irreconcilable, thereby entitling the parties to a decree of divorce.
6. **Minor Children.** The parties have no minor children and none are expected.
7. **Public Assistance.** Neither party has applied for or received public assistance, as defined by UCA §62A-11-303(3), thus the State of Utah, Department of Social Services Office of Recovery Services need not be joined as a party as set forth under UCA §78B-12-113.
8. **Military Service.** Neither party is a member of any branch of the U.S. military service, or a guard, or reserve component of any branch of the United States Military service.
9. **Alimony.** Neither party is awarded alimony in this matter.
10. **Real Property.** There is certain real property at issue in this matter.
 - a. Arkansas Property: Cynthia owns a home as her separate property that is located in Conway, Arkansas. Cynthia is awarded the real property in Arkansas

free and clear of any claim from Kraig. The home is already in Cynthia's name. Cynthia shall have sole use and possession of the Arkansas home.

b. Layton, Utah Property: The parties purchased a home at 241 S. Melody St., Layton, Utah during the parties' marriage. The mortgage is in both parties' names and the home is titled in Kraig's trust. Kraig R. Willison, Trustee of the Kraig R. Willison Trust, Dated August 9, 2022 shall retain ownership of the Layton property, subject to Cynthia's equitable interest therein. Kraig shall have sole use and possession of the Layton home.

i. To account for Cynthia's equitable interest in the Layton home, and in full satisfaction of any and all interest Cynthia has in the home, Kraig shall pay Cynthia the amount of Twenty Thousand Five-Hundred Dollars (\$20,500) as follows:

(1) Within 10 days of the date of the Stipulation, Kraig shall make payment of \$10,500 to Cynthia.

(2) The remaining \$10,000 shall be paid within thirty (30) days of Cynthia's name being removed from the mortgage on the Layton Home as outlined below.

ii. Kraig shall have 30 days from the date of the Stipulation to make an election, and inform Cynthia of his election, as to whether he will: 1) refinance the home to remove Cynthia's name from the mortgage; or 2)

work with the mortgage company to assume the mortgage and remove Cynthia's name from the mortgage.

(1) If Kraig elects to refinance the mortgage, he shall have sixty (60) days from the date of his election to remove Cynthia's name from the mortgage. If he does not remove her name from the mortgage within this time frame, the trustee shall list the home for sale in good faith within 14 days thereafter with a realtor of his choosing.

(2) If Kraig elects to assume the mortgage with the current mortgage company, he shall have one hundred and twenty (120) days from the date of his election to complete the assumption process and remove Cynthia's name from the mortgage. If he does not complete the assumption and remove her name from the mortgage within this time frame, he shall terminate his efforts to assume the mortgage and shall then have an additional sixty (60) days to refinance the home and remove Cynthia's name from the mortgage. If he fails to assume or refinance as set forth in this part, the home shall be listed for sale in good faith within 14 days thereafter with a realtor of his choosing.

11. Personal Property. During the course of their marriage, the parties accumulated certain items of personal property which, unless otherwise identified, should be divided as follows:

a. Separate Property. Each should be awarded as her or his sole and separate property all items of personal property that they enjoyed prior to the marriage, or which were separately gifted to or inherited by each party during the marriage.

i. There are a number of items of Cynthia's separate personal property at the Layton Home. Cynthia shall have thirty (30) days from the date of the Stipulation to retrieve these items, and the parties shall cooperate in coordinating a mutually agreeable time for Cynthia to do so.

b. Personal Effects. The parties should be awarded their personal belongings and effects.

c. Marital Property.

i. Upon information and belief, all marital personal property has already been divided, and therefore the personal property should be awarded to the party in possession of said property.

ii. Although not anticipated, should there be any dispute regarding marital personal property, the parties shall attempt in good faith to resolve the issue and return to mediation if they are unable to do so.

d. Vehicles. The parties have acquired vehicles during the course of the marriage and all vehicles, together with any debt or equity associated therewith, should be

awarded to the party currently in possession of the vehicle. The vehicles are already titled in the parties' respective names and no change of title is necessary.

12. Financial and Retirement Assets. During the course of the marriage the parties acquired certain financial accounts, which should be divided as follows:

- a. There are no known joint financial accounts.
- b. Each Party shall retain full ownership, control, and responsibility for all financial accounts held solely in their individual name, including but not limited to: bank accounts; credit accounts; investment accounts; retirement accounts; annuities; life insurance policies; and so forth.
- c. Neither Party shall have any claim to the financial accounts held in the other Party's name.

13. Debts and Obligations. There are no known joint debts other than the Layton Home mortgage.

14. As to any other debts, each Party shall be solely responsible for any debts, liabilities, or obligations incurred in their own name. Neither Party shall be responsible for the debts of the other.

15. Taxes. The parties have filed their 2025 taxes jointly and there is an obligation owing for federal and/or state tax in the expected amount of approximately: \$5,400. Cynthia shall be responsible for payment of \$4,710.74 and Kraig shall be responsible for payment of \$726.26,

pursuant to the e-mail from H&R Block dated February 5, 2026 that was sent to both parties. These payments shall be made to the appropriate taxing authority on or before April 1, 2026.

16. The parties shall file their 2026 taxes and all future taxes separately.

17. Attorney's Fees. Each party should pay their own attorney fees and costs in this matter.

18. Maiden Name: At her election, Cynthia may be restored to the surname of Stallard.

19. Default: In the event that either party defaults in his/her obligations hereunder causing the non-defaulting party to seek relief from the Court in the enforcement of the decree, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees and court costs.

20. Mutual Restraints: Neither party shall use the other party's private information (name; likeness; identification; SSN; birth date; etc.) for the purpose of opening any kind of account whether financial, related to social media, or for any other purpose.

21. Neither party will annoy or harass the other party.

22. All communication between the parties shall remain civil and respectful.

23. Continuing Jurisdiction: That each party acknowledges jurisdiction of this Court and consents thereto and agrees that the court may enter judgment in accordance with the terms of the Stipulation.

24. Cooperation: That each of the parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of the Stipulation and this Decree. Should a party fail to execute a document within 60 days of the entry of this order, the other party may

bring an Order to Show Cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

END OF ORDER

****THE COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE****

APPROVED AS TO FORM:

/s/ Mark Nelson
Counsel for Respondent
*Signed by Dustin D. Gibb with permission
received via email on 4/16/2026