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Attorneys for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT – FARMINGTON
IN AND FOR DAVIS COUNTY, STATE OF UTAH

In the matter of the marriage of:

ANNA LOUISE METCALFE,

Petitioner,

and

AARON JOSEPH METCALFE,

Respondent.

DECREE OF DIVORCE

Case No. 254701723

Judge: Joseph Bean

Commissioner: Christina Wilson

Petitioner, Anna Louise Metcalfe (“Anna” or “Petitioner”), commenced this action against Respondent, Aaron Joseph Metcalfe (“Aaron” or “Respondent”) with the filing of the *Verified Petition for Divorce* on November 10, 2025. The Court has received the parties’ written *Stipulation and Settlement Agreement* filed on April 21, 2026 (“the Agreement”), which resolves all pending issues between the parties. The Court, having also received Petitioner’s *Declaration of Jurisdiction and Grounds* and entered *Findings of Fact and Conclusions of Law*, and having reviewed the file in this matter and being otherwise fully advised, hereby **ORDERS, ADJUDGES and DECREES** as follows:

PARTIES, JURISDICTION AND VENUE

1. Residency. Anna was a resident of Davis County, State of Utah for at least ninety (90) days preceding the filing of this action.
2. Marriage. The Parties are husband and wife, having been married in Salt Lake City, Salt Lake County, State of Utah on August 6, 1991.
3. Children. There are no children born as issue of the marriage who are minors, and no other children are expected as issue of the marriage.
4. Separation: The Parties separated on or around October 1, 2021.
5. Jurisdiction. Jurisdiction is proper in this court pursuant to Utah Code Ann. §81-4-402.
6. Venue. Venue is proper in this court pursuant to Utah Code Ann. §78B-3a-201.

GROUND FOR DIVORCE

7. The Court shall decree the dissolution of the Parties' marriage on the grounds of irreconcilable differences of the marriage, making the continuation of the marriage impossible, and therefore, the Parties shall be granted a Decree of Divorce from one another.

MARITAL PROPERTY

REAL PROPERTY

8. During the marriage, the parties acquired real property located at 102 North 360 West, Centerville, UT 84014 (the "Marital Home"). The title for the Marital Home is held in the Metcalfe Family Trust with each of the parties as co-trustees. The parties shall execute a Quit Claim Deed from the Metcalfe Family Trust to Anna Metcalfe within 6 months of entry of the Decree of Divorce to allow the parties to dissolve the Trust.
9. Anna shall be awarded ownership of and all equity in Marital Home free and clear

of any claim of Aaron. Anna shall have 12 months from the date of entry of the Decree of Divorce to remove Aaron's name from the first mortgage and HELOC. The property shall be immediately listed for sale with a neutral real estate agent if Aaron's name has not been removed from the first mortgage and HELOC on or before May 1, 2027. If the marital home is sold, Anna shall be solely responsible for all expenses related to the sale of the marital home, and shall be awarded 100% of the net proceeds.

10. Beginning March 2026, Anna shall have sole and exclusive use and possession of the Marital Home, and shall be solely responsible for all costs and expenses related to the Marital Home.

TRUST

11. The parties will cooperate to revoke the Metcalfe Family Trust once the marital home and life insurance policies have been divided pursuant to this Agreement.

12. Each party is awarded their own life insurance policies. Anna shall provide Aaron with a statement for Aaron's life insurance policy on or before April 30, 2026. Each party may assign and change their beneficiaries as they see fit.

13. The parties hereby expressly revoke one another as beneficiaries.

PERSONAL PROPERTY

14. Any personal property acquired during the marriage shall be divided as the Parties have already divided it.

15. *Retirement & Investment Accounts*—During the course of the marriage, the Parties acquired interests in certain retirement, pension and investment assets which shall be divided as follows:

- a. Anna does not have any retirement or investment accounts in her name.
- b. Aaron's 401k through Fidelity Investments (approx. balance \$220,000) and any other retirement plans in his name shall be awarded solely to Aaron, free and clear of any claim by Anna.

16. *Bank & Other Financial Accounts*—The Parties acquired various bank and other financial accounts during the marriage which should be divided as follows:

- a. The joint Chase Bank account shall be awarded to Anna, free and clear of any claim by Aaron. Aaron's name shall be removed from the account upon the entry of the Decree of Divorce.
- b. Aaron is awarded the first \$100 from the joint America First Credit Union account. The account is then awarded to Anna, free and clear of any claim by Aaron, but shall be used for the sole purpose of making mortgage payments to the first mortgage, if Anna desires. Aaron's name should be removed from the account when the Marital Home is refinanced pursuant to the Real Property provisions in this Agreement. Anna shall be solely responsible for any amounts owing on this account should it become overdrawn for any transactions she initiates.
- c. Each party shall be awarded any other bank accounts held in their individual names, free and clear of any claim of the other.

17. *Vehicles*—The Parties have no vehicles remaining from the marriage which require a Court order to be divided.

ALIMONY

18. Pursuant to Utah Code Ann. § 81-4-502 and Utah case law, and based on other factors and considerations, Anna shall be awarded alimony in the amount of \$3,500 per month for a period of 6 years. Alimony payments shall be made electronically through Zelle or other electronic bank transfer. The alimony award shall begin May 1, 2026 and should terminate upon the soonest of the following:

- a. Either party's death;
- b. Anna's remarriage;
- c. Anna's cohabitation; or
- d. Payment of alimony for six (6) years.

MARITAL DEBTS, OBLIGATIONS AND LIABILITIES

19. During the marriage, the Parties acquired certain debts, obligations, and liabilities which shall be paid as follows:

- a. Aaron shall be solely liable and responsible for the America First Credit Union visa credit card associated with account ending x4440 and shall pay that balance in full within 6 months so that Anna can refinance/assume the mortgage.
- b. Anna shall be solely liable and responsible for payment on the HELOC associated with the America First Credit Union account ending x4440 and shall pay that balance in full within 6 months.
- c. Other than the above, each party shall be solely liable and responsible for any other debt incurred in their individual names.

20. Anna shall indemnify and hold Aaron harmless on all debts and obligations Anna

is ordered to pay, and any such debts and obligations associated with any property awarded to her.

21. Aaron shall indemnify and hold Anna harmless on all debts and obligations Aaron is ordered to pay, and any such debts and obligations associated with any property awarded to him.

22. Both Parties shall notify all creditors regarding the division of debts, assignment of payment liabilities, and the name and current address of both Parties.

23. Pursuant to U.C.A. §§15-4-6.5, 30-2-5 and 30-3-5(1)(c), the Parties shall provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

TAXES

24. That the parties shall file married separate for the 2025 tax year with each being solely responsible for any liability and be awarded 100% of any refund received.

LIFE INSURANCE

25. During the marriage, the Parties were each covered by at least one life insurance policy. No later than thirty (30) days after the entry of the decree, each party will be responsible for maintaining and paying for their own life insurance policy/policies. Either party may choose to discontinue the maintenance of a life insurance policy. Neither party will be required to carry life insurance policy for the benefit of the other.

MAIDEN NAME

26. At her option, Anna shall be able to take her maiden name, Anna Louise Murray, if she so chooses.

DUTY TO SIGN DOCUMENTS TO IMPLEMENT DECREE OF DIVORCE

27. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Shall a party fail to execute a document within ninety (90) days of the entry of the divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask 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.

ATTORNEY FEES AND OTHER COSTS

28. Each party shall bear sole responsibility for their own attorney fees and court costs they have incurred in connection with this proceeding to date.

29. If either party is found in contempt for violating a provision of the Decree of Divorce, that party may be responsible for a reasonable amount of attorney fees and court costs incurred by the prevailing party.

MUTUAL RESTRAINING ORDERS

30. Both parties shall be mutually restrained from attempting, threatening, or committing domestic violence against the other party, to include stalking, harassing, threatening physical harm, causing any other form of abuse, and interfering with the other party's telephone, utilities, insurance, email, social media accounts, or other services.

31. Neither party shall visit the other party's residential property without written permission.

32. Neither party shall access electronic accounts in the other party's name, including

social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.

33. Neither party shall distribute the other party's image or personal information.

34. Neither party shall disparage, defame, insult, demean, or harm the reputation of the other or their family members, to include posting on social media accounts or other internet sites or disparaging the other party to any professional colleagues or employers.

END OF DECREE OF DIVORCE.

*******SO ORDERED*******

In accordance with U.R.C.P. 10(e), the official signature of the court authority who has hereto attached a signature to this Order of the Court shall appear at the top of the first page.

RULE 7 NOTICE

You are hereby notified that pursuant to Rule 7(j)(4) that you have seven (7) days from the date of service of this proposed Order, the 28th day of April 2026 to file an objection with the court if you object to the form of the Order. If you fail to file an objection with the court within the 7 days allowed by Rule 7, any objection you have to the form of the order shall be waived, and the court may sign and enter this order.

DATED this 28th day of April 2026

/s/ Danielle R. Crumb
Attorney for Petitioner

APPROVED AS TO FORM this 28th day of April 2026

/s/ Daniel Young
Attorney for Respondent
[Electronic signature affixed by Fontenot Law,
P.C. with permission from Mr. Young via email
on April 28, 2026]

CERTIFICATE OF SERVICE

I HEREBY certify that on the 28th day of April 2026, a true and correct copy of the foregoing document was served by the method indicated below to the following:

Daniel Young <i>Attorney for Respondent</i> daniel.y@brownfamilylaw.com	<input type="checkbox"/> E-file Notification <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile Transmission
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/s/ Connor Nygard
Paralegal for Fontenot Law, P.C.