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

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*In the Matter of the Marriage of*

DAKOTA BYBEE,

Petitioner,  
and

GINA BYBEE,

Respondent.

**DIVORCE DECREE AND  
JUDGMENT**

Case Number: 264700407

Judge: VALENCIA  
Commissioner: WINKLER

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**The court DECREES:**

**1. Divorce:** Dakota Bybee ("Dakota") is granted a divorce based on the Affidavit of Jurisdiction and Grounds. The divorce will become final upon entry of the divorce decree.

**2. Children:** Dakota Bybee ("Dakota") and Gina Bybee ("Gina") do not have any dependent children together.

- They do not have any children together who are minors. A minor is a child under 18 who has not been married or otherwise emancipated.

- They are not expecting a child.
- They do not have an incapacitated adult child/children who are eligible for child support, or they are not asking for child support for any adult child who is eligible for child support.

### **PERSONAL PROPERTY AND ASSETS**

**3. Bank Accounts:** The parties have no joint bank accounts. The parties agree that they should each be awarded the bank accounts in their individual names.

**4. Costco Membership and Costco Credit Cards:** The parties do have a joint Costco membership, and they each have a credit card under their own individual name connected to this membership. The parties agree that the membership will be canceled. They further agree that they will pay off the current balances on their individual cards and close/cancel the credit cards. The parties will cooperate as necessary to cancel the membership and the associated credit cards and will complete the same by March 31, 2026.

**5. Other Debts:** The parties have no joint credit cards or joint debts. The parties agree that they will each be responsible for any debts on cards or otherwise in their own individual names.

**6. Silver Bars:** The parties agree that the four 10 oz. silver bars will be awarded to Dakota.

**7. Personal Property:** The parties agree that they have already divided their personal property, and each of them will be awarded the personal property currently in their possession. Dakota will be awarded the 2018 Hyundai Tucson and Gina will be awarded the 2013 Toyota Yaris. If there is any debt associated with these vehicles, it will be the responsibility of the party to whom the vehicle is awarded.

**8. Alimony:** The parties agree that they are capable of supporting themselves and waive any claim to alimony.

**9. Health Insurance:** The parties understand that neither of them can cover the other on health insurance post-divorce and agree to cover their own health insurance and the cost of such moving forward.

**10. Legal Costs:** As long as the parties remain in agreement with regard to the terms of their divorce, Dakota agrees to pay the legal costs associated with finalizing the divorce, including:

- a. Costs of mediation;
- b. Costs associated with having Sue Astle (or other attorney or paralegal to whom the parties agree) draft the parties final divorce paperwork;
- c. Any filing fees to file the divorce with the court.

**11. Property Settlement:** Dakota agrees to pay to Gina the sum of \$3,000 (three thousand dollars) in full settlement of any claims for property, debts, damages, or otherwise. Dakota will pay this amount to Gina by March 16, 2026. The parties agree that this payment, together with the other terms of this agreement, are in full settlement of any claims associated with the divorce.

#### **ADDITIONAL ISSUES**

**12. Change of Name:** Gina will be allowed to change her name to Gina Park as part of this action.

**13. Independent Advice of Counsel.** The parties participated in a mediation and the Decree conforms to the agreement/memorandum of understanding (herein referred to as the “stipulation”) signed on or about March 16, 2026. The signed Stipulation was filed with the court. The parties

respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

**14. Drafting.** Both parties contributed to the drafting of the Stipulation they signed by participating in mediation, and no provision shall be construed against any party as being the draftsman thereof. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

**15. Final Stipulation.** The Decree conforms to the Stipulation signed by the parties is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Decree shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Decree is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the signed Decree.

**\*\* In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of the Order. \*\***

Date: 04/25/2026

Signature: Gina Bybee (e-signed with permission via email on 04/25/2026)

GINA BYBEE,

*Respondent*

APPROVED AS TO FORM AND CONTENT

### **RULE 7 NOTICE**

You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing **Decree of Divorce** will be submitted to the court for signature unless you file an objection in writing within seven (7) days from the date of service of this notice.

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing document was served as indicated below, on 04/21/2026, to the following:

GINA PARK BYBEE  
1138 Union Ave.,  
Midvale, Utah 84047  
Email: ginapark24@gmail.com  
Phone: (801) 560-7476

☐ U.S. Mail, Postage Prepaid  
☐ Hand Delivered  
☐ Electronic Filing Notification  
☒ E-mail

/s/ Susan Astle