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PRIVATE RECORD

Attorney for Elizabeth Dean

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

In the Matter of the Marriage of:
ELIZABETH DEAN,
Petitioner,

and

JOSHUA BRAEGGER,
Respondent.

DECREE OF DIVORCE

Case No. 264700055

Judge: Blaine Rawson
Commissioner: Christina Wilson

This court, having acknowledged that the above-mentioned parties have stipulated to entry of this Decree of Divorce pursuant to the document on file titled *Stipulation for Divorce*, and after having reviewed this stipulation and finding the same to be fair, just, and equitable, does HEREBY ORDER, ADJUDGE AND DECREE AS FOLLOWS:

JURISDICTION

1. Petitioner is a bona fide resident of Davis County, State of Utah, and has been for three (3) months immediately prior to the filing of this action in accordance with Utah Code §81-4-402(1).
2. Petitioner and Respondent are husband and wife, having been married on June 23, 2018 in Ogden, Utah.

GROUND

3. The parties shall be awarded a divorce from one another on the grounds of irreconcilable

differences pursuant to Utah Code §81-4-405(h) because the parties have been unable to resolve their marital problems, making continuation of the marriage impossible.

CHILDREN

4. The parties do not have any minor children together and none are expected.

ASSETS AND DEBTS

5. **Real Property:** The parties previously acquired real property during the course of the marriage; however, the real property has since been sold. Respondent shall reimburse 70% of the total realtor brokerage fee (\$8437.00), equating to approximately \$5,900.00, as an equitable offset reflecting disproportionate responsibility and contribution related to the marital home.

a. By agreement of the parties, the proceeds of the sale have already been put towards the balance of the loan on the real property and marital debt. There are no proceeds from the sale of the home left to distribute.

6. The parties do not currently own any other real property.

7. **Personal Property:** The parties shall work together to equitably divide all remaining items of personal property. If they cannot reach an agreement on how to divide personal property, they shall attend mediation and share the costs equally.

8. If Respondent keeps both of the parties vehicles (Mazda and Indian motorcycle), Respondent shall pay Petitioner at least \$2,000 to compensate her for her share of equity in the vehicles.

9. The parties shall refinance vehicles and sign titles or other appropriate documentation within sixty (60) days to ensure vehicles are awarded to the proper party and the other party's name has been removed from any ownership or responsibility associated with the vehicle.

10. The parties shall immediately close joint checking, savings, credit, or other accounts, and

shall not incur any additional charges on such joint accounts.

11. Debts: State or Federal tax debt accumulated during the marriage, and any penalties, fees, interest, or obligations associated therewith shall be divided equally between the parties.

12. Except for the IRS debt accumulated during the marriage, as described above, the parties shall each assume and hold the other harmless from liability on debts in their respective names.

13. Each party shall be responsible for any debt individually incurred after the date of separation.

14. If either party is obligated on a debt the other party's name is on, the payment of that debt must remain current. For secured debt that the other party's name is on, in the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the other party from further harm. If the other party makes payment on a delinquent debt in order to protect his or her credit rating, that party may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from party that was obligated to pay such debt.

15. The parties shall be ordered to notify their respective creditors in a reasonable and timely manner regarding their respective assumption and liability of their separate debts and obligations.

RETIREMENT ACCOUNTS

16. The parties shall be awarded the retirement held in their respective names, if any.

ALIMONY

17. Neither party shall be awarded alimony, past, present or future.

TAXES

18. The parties shall file their taxes for the 2025 tax year as "Married Filing separately" and any

refund or obligation is awarded to the filing party without claim from the other.

19. The parties shall work together and cooperate to file any previous year taxes that have yet to be filed. Petitioner may request required documentation from Respondent for purposes of accomplishing this task, and filing as “Married Filing Jointly.” Respondent shall have fourteen (14) days from the date of the request to supplement the requested documents to Petitioner. If Respondent is uncooperative or does not provide said documentation to Petitioner within the time allowed, she shall be permitted to file as “Married, Filing Separately.” However, filing separately should not impact Respondent’s obligation to pay one-half of any tax obligations, fees, or penalties associated with such separate filing.

MISCELLANEOUS

20. The parties shall be bound by the following mutual restraining orders:

- a. Communication:** Both parties are restrained from harassing, threatening, or speaking to the other party in a derogatory or abusive manner, whether in person, by phone, text message, email, social media, or through any other form of communication. This includes indirect communication through third parties intended to intimidate, harass, or annoy the other party.
- b. Divorce Negotiations:** All communications related to this divorce proceeding, negotiating settlement, and or discussing issues related to litigation, should be directed to Petitioner’s counsel and not to Petitioner directly. Respondent should be prohibited from communicating with Petitioner directly regarding these issues as doing so has proven problematic.
- c. Harassment and Abuse:** Both parties are mutually restrained from

harassing, stalking, annoying, intimidating, or committing any act of physical abuse, emotional abuse, or domestic violence against the other party. Each party shall maintain a respectful distance and demeanor in any necessary interactions.

d. Property and Residence: Both parties are restrained from entering or coming onto the property or residence of the other party without express written permission. This includes refraining from driving by or loitering near the other party's home, workplace, or temporary residence unless specifically permitted by court order or for legitimate, court-approved purposes.

e. Financial Conduct: Both parties are restrained from incurring any debts or obligations in the name of the other party, disposing of jointly held property, or hiding, transferring, or destroying marital assets, except as permitted by written agreement or court order.

f. Confidential Information: Both parties are restrained from disclosing or using any confidential or sensitive personal information obtained during the marriage (e.g., financial information, medical history, personal correspondence, passwords) for the purpose of harassment, manipulation, public exposure, or other illegitimate purpose.

g. Social Media and Public Statements: Both parties are mutually restrained from posting, sharing, or publishing any negative, derogatory, or disparaging comments, images, or information about the other party on social media platforms, blogs, forums, or any other public or semi-public medium. This includes but is not limited to Facebook, Instagram, X (formerly Twitter), TikTok,

Snapchat, Reddit, and similar platforms. Both parties shall also refrain from encouraging or permitting third parties to make such posts on their behalf or with their knowledge.

h. Third Parties: Neither party shall induce, permit, or encourage third parties (including family, friends, or acquaintances) to take actions on their behalf that would violate any of these restraining orders. Each party shall take reasonable steps to prevent such third-party conduct.

21. Cooperation: Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect change in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to insure that the Decree of Divorce is carried out in every detail.

22. Last Name: Petitioner may be restored to her maiden name, if she so desires.

23. Attorney Fees and Costs: Petitioner shall be awarded attorney fees and costs for pursuing this action.

24. Mediation: The parties understand that future modifications to the Decree may become necessary and that prior to filing any petition to modify the parties are required to first attempt in good faith to reach an agreement concerning their issues through a court approved mediator.

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

ORDER BECOMES EFFECTIVE ON THE DATE OF THE ELECTRONICALLY ADDED SIGNATURE AND SEAL AT THE TOP RIGHT-HAND CORNER OF PAGE ONE.

Approved as to Form and Content:

/s/ Joshua Braegger (signed electronically with

permission via email dated 05/11/2026)
Joshua Braegger
Respondent

CERTIFICATE OF DELIVERY

I hereby certify that on this 11th day of May, 2026, I served a true and correct copy of the foregoing to the following via e-file and/or email:

Joshua Braegger
joshuaalanb@yahoo.com

/s/ Lizette Rodriguez