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Attorney for Respondent

IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF DAVIS, STATE OF UTAH, FARMINGTON DEPARTMENT

In the matter of the marriage of:

WHITNEY PELTON,

Petitioner,

and

MICHAEL PELTON,

Respondent.

DECREE OF DIVORCE

Case No.: 264700405

Judge: David J. Williams

Commissioner: Julie Winkler

Petitioner ["Whitney"] having filed a Petition for Divorce against the Respondent ["Michael"]; the Respondent having filed an Answer and the parties having reached a final resolution by filing a Stipulation resolving all issues; and the Court having previously entered its written Findings of Fact and Conclusions of Law;

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

5. **DIVORCE**: That the parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

6. JURISDICTION: The Respondent was an actual and bona fide resident of Davis County, State of Utah for the three months preceding the filing of this action in accordance with Utah Code §81-4-405.
7. MARRIAGE: The Petitioner and Respondent are husband and wife, having been married on the 20th day of November 2018 in Clark County of Nevada.
8. GROUNDS: Since the date of marriage the parties have developed irreconcilable differences; rendering it no longer possible to continue in the marital relationship. The parties have been separated since February 9, 2026.
9. CHILDREN: There are no children born at issue of this marriage.
10. REAL PROPERTY:
 - a. The real property at 199 N. 2975 W., West Point, Utah 84015 shall be awarded to Respondent as his sole and separate property. Respondent shall retain any and all equity in the home. Petitioner gives up any claim she may have to the equity now or in the future.
 - b. Respondent shall refinance the mortgage associated with the marital residence and place the mortgage into his name within six (6) months of the entry of the Decree of Divorce and remove Petitioner from any liability associated with the property.
 - c. Petitioner shall execute any documents reasonably necessary to transfer her interest in the property to Respondent. This includes a quitclaim deed. This shall be completed within thirty (30) days of the signing of this Stipulation.
 - d. If Respondent refinances the marital residence, Petitioner shall pay Respondent \$80,000.00 as a property equalization payment, payable at the closing of the refinance.

If Respondent is not able to refinance, Petitioner does not need to pay Respondent \$80,000 as a property equalization payment.

- e. Petitioner shall pay half of the monthly mortgage payment until the Respondent has refinanced the real property, or for a maximum duration of six (6) months after the entry of the Decree of Divorce, whichever comes first.
- f. If Petitioner fails to refinance the mortgage, place the mortgage into his name within six (6) months of the entry of the Decree of Divorce, and remove Petitioner from any liability associated with the property, the marital residence shall be immediately listed for sale by a mutually agreed upon realtor. The parties shall follow the advice of the realtor to sell the marital residence.

11. PERSONAL PROPERTY: Each party shall retain the personal property currently in his or her possession and in his or her own names. Petitioner shall be awarded the 2012 Nissan Rogue free and clear from any claim from Respondent. Respondent shall be awarded his truck free and clear from any claim from Petitioner.

DEBTS:

Any debt incurred individually by a party after separation shall be the sole responsibility of the party who incurred the debt.

The parties are unaware of any marital debts. However, to the extent that they exist, the parties agree to equitably divide the debts.

12. RETIREMENT BENEFITS: In lieu of Petitioner's one-half interest in the marital residence, Petitioner shall receive \$300,000 from Respondent's retirement account within thirty (30) days of signing the Stipulation. Respondent shall pay Petitioner \$300,000 from

Respondent's retirement account as part of a global settlement agreement between the parties. This amount will be transferred by a Qualified Domestic Relations Order ("QDRO"). Petitioner will be responsible for the costs of the QDRO and for any fees or taxes associated with her transfer or withdrawal of the funds.

13. ALIMONY: The temporary mortgage contribution payments as stated in this Stipulation shall replace any alimony payment. The parties waive any and all claims to alimony, now or in the future.
14. MAIDEN NAME: The Petitioner may return to her maiden name of Lunceford.

***** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court *****

Approved as to form and content:

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/ Megan Arnold

Megan Arnold
Attorney for Petitioner

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7; the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED July 6, 2026

PORTER FAMILY LAW,
/s/Julie Casey
Julie Casey
Attorney for

Respondent

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

William M. Fontenot	☐ U.S. Mail
Megan Arnold	☐ E-Mail
wf@utahloawapro.com	☐ Hand delivery
meg@utahlawpro.com	☒ E-Filed

The foregoing was performed on July 6, 2026

/s/Janessa Jensen
Paralegal