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IN THE DISTRICT COURT OF UTAH
SECOND JUDICIAL DISTRICT, DAVIS COUNTY
800 West State Street, Farmington, Utah 84025

In the Matter of the Marriage of: SUSAN GOULD, Petitioner,	<u>DECREE OF DIVORCE</u>
and	Case No. 264700205
MARC GOULD, Respondent.	Judge: Joseph Bean Commissioner: Julie Winkler

Respondent, **MARC GOULD**, by and through his counsel of record, Jaycee Webb of Kristopher K. Greenwood & Associates, hereby submits the following Decree of Divorce. The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, does hereby find and order the following:

DECREE OF DIVORCE

1. The parties shall be granted a Decree of Divorce, final upon entry, severing the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences, pursuant to Utah Code Annotated § 81-4-405(1)(h).

REAL PROPERTY

2. During the course of the marriage, the parties acquired real property located at 909 West 2075 South, Syracuse, Utah 84075. Such real property is currently held in the Marc Lee Gould and

Susan Yanca Gould Trust, executed on August 20, 2024. Petitioner shall take any and all necessary steps to remove Respondent from any liability associated with said real property—including but not limited removing him from any mortgage, tax, and/or insurance liability—within five (5) months of entry of the Decree of Divorce herein. Both parties shall cooperate in refinancing and retitling the real property in their roles as trustees. Thereafter, Petitioner is awarded said real property as her sole and separate property, including all rights, equity, and interest therein, free and clear from any claim from Respondent, now or forever. In the event Petitioner is unable to remove Respondent from any liability associated with said real property, it should be listed for sale within 30 days.

3. Respondent shall maintain any oil rights as his sole and separate property, free and clear of any claim from Petitioner, now or forever.

PERSONAL PROPERTY

4. Petitioner shall be awarded the following, free and clear of any claim from Respondent, now or forever:

- a. The Goldenwest Credit Union accounts ending in 6954;
- b. One-half of the America First Credit Union account ending 4818 (after pending deposit); and
- c. The 2024 Lexus RX.

5. Respondent shall be awarded the following, free and clear of any claim from Petitioner, now or forever:

- a. The America First Credit Union accounts ending in 1831,6770, and 4799;

- b. One-half of the America First Credit Union account ending 4818 (after pending deposit);
- c. 2023 Fisker Ocean;
- d. 2018 Toyota Camry;
- e. 2027 Toyota Land Cruiser; and
- f. 1961 Volkswagen.

6. The parties shall work together to transfer titles of the aforementioned vehicles, within 30 days of entry of the Decree herein.

7. The titles to the parties' 2015 Buick Enclave, 2013 Honda Civic, and 2004 Toyota Tundra shall each be transferred to the parties' adult children. Each child shall receive their primary vehicle, and the transfer shall be immediately prior to the expiration of the vehicle's current registration.

8. The parties shall work together to sell the three 2017 TAO all-terrain vehicles and shall equally divide any costs and/or proceeds.

9. The parties shall work together to divide the contents of the marital home and other miscellaneous personal property. Should they be unable to do so, they shall return to mediation before presenting the issue to the Court.

BUSINESS INTERESTS

10. During the course of the marriage, the parties have acquired interests in various business entities.

11. Petitioner has a check that needs to be deposited into the Gould Services business bank account at America First Credit Union, ending 4818. Thereafter, Petitioner and Respondent shall

equally divide the funds held in the America First Credit Union account ending in 4818, which is held in the name of Gould Services. Thereafter, Petitioner shall immediately be removed as co-owner from Gould Services and shall be removed from any and all accounts and/or governing documents of Gould Services. Thereafter, all interest in Gould Services shall be awarded to Respondent, free and clear of any claim from Petitioner, now or forever.

12. Respondent shall be awarded any and all interest in Case, Lowe, and Hart and in MSMRG Investments, free and clear of any claim from Petitioner, now or forever.

DEBTS AND OBLIGATIONS

13. Petitioner shall be responsible for the following debts and/or obligations, and shall indemnify and hold Respondent harmless on any and all debts and/or obligations she is ordered to pay:

- a. Any credit cards held in her own name;
- b. Any debts and/or obligations in her own name; and
- c. Any debts associated with the real and/or personal property she is awarded.

14. Respondent shall be responsible for the following debts and/or obligations, and shall indemnify and hold Petitioner harmless on any and all debts and/or obligations he is ordered to pay:

- d. Any credit cards held in his own name;
- e. Any debts and/or obligations in his own name; and
- f. Any debts associated with the real and/or personal property he is awarded.

15. The parties do not believe there are any joint debts. In the event that a joint debt or obligation is discovered, the parties shall return to mediation.

16. Each party shall indemnify and hold the other harmless on any and all debts or obligations that they are ordered to pay.

17. Pursuant to Utah Code Annotated § 81-4-406(3)(b), the parties should notify respective creditors or obligees regarding the court's division of debts, obligations, or liabilities and regarding the parties' separate, current addresses.

RETIREMENT AND RELATED ASSETS

18. During the course of the marriage, the parties have acquired retirement and related assets. Respondent shall be entitled to a share of Petitioner's Utah Retirement Systems Pension account ending in 2824 pursuant to the formula set forth in the case of *Woodward v. Woodward*. Both parties shall cooperate to facilitate the entry of a QDRO for such account.

19. Thereafter, both parties shall be entitled to retain the following accounts titled in their sole name, free and clear of any claim from the other, now or forever.

a. To Petitioner:

- i. The Raymond James IRA ending in 3643;
- ii. The Equivest 403(b);
- iii. The Equivest Tax Shelter Annuity; and
- iv. The URS Savings Plan.

b. To Respondent:

- i. The Raymond James IRA ending in 7626;
- ii. The Charles Schwab IRA ending 3994;
- iii. The American Funds IRA ending in 6540; and
- iv. The American Funds IRA ending in 8709;

- v. The I-Share bitcoin account;
- vi. The coinbase account;
- vii. The Start Engine Investment; and
- viii. Bank of Utah, Self Directed IRA ending in 2546.

LIFE INSURANCE

20. Each party shall be awarded any life insurance policies, free and clear of any claim from the other, now or forever, for which they are the owner and are entitled to change the beneficiaries.

PETS

21. The parties currently own three pets: two dogs and one cat. The parties shall equally share said pets and shall exercise a week-on, week-off schedule. Such exchanges shall be as the parties can agree, but if the parties cannot agree, the exchange shall take place on Sunday nights, with the party beginning their time picking the pets up from the other party.

22. The parties shall fully cooperate in maintaining the health, safety, and wellness of their pets, and shall equally (50/50) share the reasonable costs incurred doing so. "Reasonable costs" include, but are not limited to sharing the cost of veterinary appointments, city licensing fees, rabies tag registrations, etc.

23. In the event either party is unable to care for the parties' pets overnight during said party's allotted time, both parties shall be obligated to offer the other party the opportunity to care for the parties' pets prior to obtaining third-party care.

24. Neither party shall make major decisions regarding the parties' pets without first consulting the other party. "Major decisions" include, but are not limited to procedures requiring anesthesia, surgeries, euthanasia, etc.

ALIMONY

25. Respondent shall pay spousal support to Petitioner in the amount of \$2,000.00. Such amount shall begin on August 1, 2026, and shall be due in its entirety no later than the fifth day of each month. Such spousal support shall automatically terminate upon Petitioner's remarriage or cohabitation, upon the death of either party, or upon the expiration of eighty-four (84) months from August 1, 2026, whichever is earlier.

TAXES

26. The parties shall file their 2026 taxes separately and shall file separately for all future tax years.

CHILD CUSTODY

27. There have been three children born as issue of the parties' marriage, all of whom have reached the age of majority, and no more are expected.

MUTUAL RESTRAINTS

28. Each party is restrained from harassing, intimidating, annoying, threatening, hurting, or otherwise bothering the other party.

29. Each party is restrained from committing, trying to commit, or threatening to commit any form of violence against the other. This includes stalking, threatening, physically hurting or causing any other form of abuse.

30. Each party is restrained from contacting one another's work place, employer, or work colleagues for any reason.

31. Each party is restrained from going to one another's home or work place without advance written permission of the other party.

32. Each party is restrained from coming near, touching, or altering one another's vehicle without advance, written permission of the other party.

33. Each party is restrained from disparaging or degrading the other party to or in front of the parties' adult children, on social media, or to the other's coworkers, colleagues, or professional affiliations.

34. Both parties have an affirmative duty to ensure that third parties do not do what they themselves are prohibited from doing.

ATTORNEY FEES AND COURT COSTS

35. Each party shall pay their own attorney fees and court costs related to this case.

MISCELLANEOUS

36. Each party shall be ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce entered by the court.

37. The parties' Agreement is final and complete. Any issue either party wishes to raise has been addressed and incorporated herein.

38. Petitioner may return to her prior surname, "Rizzitano" without further order of the court, should she so choose.

39. The parties shall cooperate and take any steps necessary to dissolve their joint trust, namely the "Marc Lee Gould and Susan Yanca Gould Trust," executed on August 20, 2024.

40. The parties shall sign all documents necessary to comply with the Decree of Divorce within sixty (60) days from the entry of the Decree. If a party fails to sign a document within sixty (60) days, the other party may ask the court to appoint someone to sign the document.

**END OF DOCUMENT – COURT DATE AND SIGNATURE APPEAR AT THE TOP OF
THE FIRST PAGE**

APPROVED AS TO FORM:

/s/ Lauren Schultz

Lauren Schultz

Attorney for Petitioner

**Signed electronically with permission
from Lauren Schultz.

CERTIFICATE OF DELIVERY

I hereby certify that on this 21st day of July, 2026, I e-filed a true and correct copy of the foregoing Decree of Divorce to the following:

Lauren Schultz
298 24th Street, Suite 230
Ogden, Utah 84401
lauren@arnoldwadsworth.com

/s/ Olivia Farmer