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

DIYORA SAYFIDDINOVA ROESCH,

Petitioner,

vs.

JOSEPH HARRISON ROESCH,

Respondent.

DECREE OF DIVORCE

(Tier 2 — No Minor Children)

Case No. 264701060

Judge Ronald Russell

Commissioner Julie Winkler

This matter came before the Court upon the Petition for Divorce filed by Petitioner, Diyora Sayfiddinova Roesch, and upon the written Stipulation and Property Settlement Agreement executed by the parties and filed herein. Petitioner appears without counsel. Respondent, Joseph Harrison Roesch, appears by and through counsel of record, Glen W. Neeley. The Court having entered its Findings of Fact and Conclusions of Law, and good cause appearing,

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
as follows:**

1. **Decree of Divorce.** Petitioner, Diyora Sayfiddinova Roesch, is granted a Decree of Divorce from Respondent, Joseph Harrison Roesch, on the grounds of irreconcilable differences pursuant to Utah Code Ann. § 81-4-405(1)(h). The bonds of matrimony heretofore existing between the parties are dissolved, and each party is restored to the status of a single, unmarried person. This Decree becomes absolute on the date it is signed by the Court and entered by the clerk in the register of actions, pursuant to Utah Code Ann. § 81-4-406(5)(a).

2. **Marital Residence.** Respondent is awarded, as his sole and separate property, the real property located at 2154 W 2175 N, Clinton, Davis County, Utah 84015 (the “Marital Residence”), together with all equity, appreciation, and improvements thereon, free and clear of any claim of Petitioner.

Title to the Marital Residence is held solely in Respondent’s name, and Petitioner is not a titleholder of record. No deed, conveyance, or other instrument from Petitioner is necessary or required to vest sole ownership in Respondent. To the extent Petitioner holds, or may be deemed to hold, any right, title, interest, or claim in or to the Marital Residence, that interest is hereby awarded to Respondent, and this Decree shall operate as an adjudication and conclusive evidence of Respondent’s sole ownership pursuant to Rule 70 of the Utah Rules of Civil Procedure. A certified copy of this Decree may be recorded in the office of the Davis County Recorder for that purpose.

Respondent shall assume and be solely responsible for the first mortgage (approximate balance \$420,835.41) and the second mortgage (approximate balance \$24,152.89) encumbering the Marital Residence, together with all taxes, insurance, homeowners association dues, utilities,

maintenance, repairs, and other costs associated with the Marital Residence. All indebtedness secured by the Marital Residence is held solely in Respondent's name, and Petitioner is not a borrower, co-borrower, guarantor, or obligor on any such indebtedness. Respondent shall indemnify, defend, and hold Petitioner harmless from any and all liability, losses, claims, damages, costs, attorney fees, negative credit reporting, collection activity, or other consequences arising from or related to the Marital Residence or the indebtedness secured by it.

3. **Motor Vehicles.** Respondent is awarded, as his sole and separate property, the 2025 Toyota Tacoma and the 2024 Toyota Corolla, together with all titles, keys, registrations, and ownership interests therein. Respondent shall assume and be solely responsible for the loan encumbering the 2025 Toyota Tacoma (approximate balance \$31,416.77), the loan encumbering the 2024 Toyota Corolla (approximate balance \$9,717.82), and all taxes, registration fees, insurance, maintenance, repairs, and any other expenses associated with the vehicles, and shall indemnify, defend, and hold Petitioner harmless from any liability arising therefrom. Petitioner shall execute any documents reasonably necessary to transfer title or ownership of the vehicles, provided such documents do not create any new financial obligation or liability for Petitioner. Upon execution of any required transfer documents, Petitioner shall have no ownership interest in, or financial responsibility for, either vehicle.

4. **Equalization Payment to Petitioner.** As and for a full, final, and complete settlement of all of Petitioner's claims of every kind and nature arising out of the marriage and the marital estate, Respondent shall pay to Petitioner the sum of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) by wire transfer of immediately available funds to an

account designated in writing by Petitioner. The wire transfer shall be received in Petitioner's designated account no later than seven (7) calendar days after entry of this Decree. Time is of the essence with respect to Respondent's obligation to make this payment.

Payment shall be deemed made only when the full amount of Twenty-Five Thousand Dollars (\$25,000.00) has been received as immediately available funds in Petitioner's designated bank account. Initiating a wire transfer, mailing a check, delivering a cashier's check, or taking any other action that does not result in timely receipt of immediately available funds shall not constitute payment. Petitioner shall provide Respondent with written wire instructions no later than three (3) business days after entry of this Decree. Respondent shall be responsible for all wire transfer fees charged by the sending financial institution so that Petitioner receives the full amount of \$25,000.00.

The payment required by this paragraph is the sole remaining monetary obligation between the parties arising out of the marriage. Petitioner's releases under paragraph 13 of this Decree shall not become effective unless and until Respondent has paid this sum in full as required by this paragraph, and upon such payment those releases shall become final and permanent.

5. **Property Awarded to Petitioner.** Petitioner is awarded, as Petitioner's sole and separate property, free and clear of any claim, lien, interest, or right of Respondent, the following:

- (a) Petitioner's MACU bank account (approximate balance \$12,387.27);

- (b) Petitioner's MacBook computer;
- (c) Petitioner's diamond ring;
- (d) Petitioner's iPhone; and
- (e) All clothing, jewelry, personal effects, documents, records, electronic devices, and all other items of personal property presently in Petitioner's possession or under Petitioner's control.

Respondent disclaims and forever waives any ownership interest in the foregoing property and shall execute any documents reasonably necessary to confirm Petitioner's sole ownership if requested. Respondent shall have no right to reimbursement, contribution, possession, or claim with respect to any property awarded to Petitioner under this paragraph.

6. **Property Awarded to Respondent.** Respondent is awarded, as Respondent's sole and separate property, free and clear of any claim, lien, interest, or right of Petitioner, the following:

- (a) Respondent's Capital One bank account;
- (b) Respondent's UFB bank account;
- (c) Respondent's Wells Fargo bank account;
- (d) Respondent's 401(k) plan and all other retirement, pension, deferred compensation, employment-related benefits, and retirement accounts;

- (e) Respondent's health savings account;
- (f) Respondent's iPhone; and
- (g) All clothing, jewelry, personal effects, household goods, furniture, furnishings, appliances, tools, equipment, and other personal property located at the Marital Residence that are not otherwise awarded to Petitioner under this Decree.

Respondent shall be solely responsible for any taxes, liabilities, fees, expenses, loans, encumbrances, or other obligations associated with the property awarded under this paragraph and shall indemnify, defend, and hold Petitioner harmless from any claim or liability arising therefrom.

Petitioner forever disclaims and waives any ownership interest in the property awarded to Respondent under this paragraph, and Respondent forever disclaims and waives any ownership interest in the property awarded to Petitioner under paragraph 5. Upon Respondent's payment in full of the equalization payment required by paragraph 4, neither party shall have any further claim against the property awarded to the other except as necessary to enforce this Decree.

7. **Business Interest.** Respondent is awarded, as his sole and separate property, free and clear of any claim of Petitioner, one hundred percent (100%) of the membership interest in Roesch Firearms, LLC, a Utah limited liability company, together with all of its assets, inventory, firearms, equipment, accounts, receivables, licenses, goodwill, and going-concern value, and all appreciation and increase in value thereof, whether accruing before, during, or after the marriage. Respondent shall assume and be solely responsible for all debts, liabilities, taxes, and obligations

of Roesch Firearms, LLC, whether now existing or hereafter arising, and shall indemnify and hold Petitioner harmless from any and all liability thereon. Petitioner has no ownership, membership, or management interest in Roesch Firearms, LLC, and any such interest she may have is hereby awarded to Respondent. Respondent shall execute any documents reasonably necessary to confirm or transfer such interest to Respondent.

8. **Debts of Respondent.** Respondent shall assume and be solely responsible for, and shall indemnify, defend, and hold Petitioner harmless from, the following obligations:

- (a) The first and second mortgages encumbering the Marital Residence;
- (b) The 2025 Toyota Tacoma loan;
- (c) The 2024 Toyota Corolla loan;
- (d) The Wells Fargo credit card;
- (e) The Citi credit card;
- (f) The Capital One Quicksilver credit card;
- (g) The American Express credit card;
- (h) Both iPhone financing obligations; and
- (i) Any other debt, obligation, liability, or financial commitment incurred in Respondent's sole name, whether incurred before, during, or after the marriage.

Respondent shall timely pay all obligations described in this paragraph as they become due and shall be solely responsible for all interest, penalties, late fees, collection costs, attorney fees, taxes, and other charges associated with such obligations.

If any creditor asserts a claim against Petitioner relating to any obligation assumed by Respondent under this paragraph, Respondent shall promptly satisfy or otherwise resolve the claim and shall reimburse Petitioner for any loss, expense, damage, or liability incurred as a result of such claim, including reasonable attorney fees and costs to the extent permitted by law. Petitioner shall have no continuing financial responsibility for any debt assumed by Respondent under this Decree.

9. **Debts of Petitioner.** Petitioner shall assume and be solely responsible for, and shall indemnify, defend, and hold Respondent harmless from, the following obligations:

- (a) Petitioner's Discover credit card; and
- (b) Any other debt, obligation, liability, or financial commitment incurred solely in Petitioner's name, whether incurred before, during, or after the marriage, except as otherwise expressly provided in this Decree.

Petitioner shall timely pay all obligations described in this paragraph as they become due and shall be solely responsible for all interest, penalties, late fees, collection costs, attorney fees, taxes, and other charges associated with such obligations. If any creditor asserts a claim against Respondent relating to any obligation assumed by Petitioner under this paragraph, Petitioner shall promptly satisfy or otherwise resolve the claim and shall reimburse Respondent for any

loss, expense, damage, or liability incurred as a result of such claim, including reasonable attorney fees and costs to the extent permitted by law.

10. **Notification of Creditors; After-Incurred Debt.** Each party shall notify his or her respective creditors and obligees of the division of debts, obligations, and liabilities set forth in this Decree, and of the parties' separate current addresses, as required by Utah Code Ann. § 15-4-6.5. From and after the date of separation, neither party shall incur any debt or obligation for which the other party may be held liable, and each party shall indemnify and hold the other harmless from any such debt or obligation. This provision, and the division of debts set forth in paragraphs 8 and 9 above, are enforceable by all remedies available for the enforcement of a judgment, including an order to show cause and contempt.

11. **Spousal Support.** Neither party is awarded spousal support or alimony. Spousal support is permanently terminated as to both parties, each party is forever barred from claiming spousal support or alimony from the other, now or at any time in the future, and the Court reserves no jurisdiction to award spousal support to either party.

Petitioner's waiver of spousal support is made in reliance upon Respondent's full performance of the Stipulation and Property Settlement Agreement and this Decree, including Respondent's obligation to pay the equalization payment required by paragraph 4. Nothing in this paragraph limits either party's right to seek judicial enforcement of this Decree in the event of a breach.

12. **Petitioner's Legal Name.** Petitioner's legal name shall remain unchanged by this Decree, and Petitioner shall continue to use her current legal name following entry of this Decree. No change or restoration of name is ordered. Nothing in this Decree shall prevent Petitioner from seeking a legal name change in the future through any lawful process if and when Petitioner chooses to do so.

13. **Mutual Release.** Except for the obligations expressly created by the Stipulation and Property Settlement Agreement and this Decree, each party is released and forever discharged from any and all claims, demands, actions, causes of action, rights, liabilities, and obligations of every kind and nature arising out of the marriage or the marital relationship, whether known or unknown, including, without limitation, all claims relating to property, support, reimbursement, contribution, equalization, or any other financial claim arising from the marriage.

The releases contained in this paragraph shall not become effective unless and until Respondent has paid in full the Twenty-Five Thousand Dollar (\$25,000.00) equalization payment required by paragraph 4. Until that obligation has been fully satisfied, Petitioner expressly reserves all rights available under the Stipulation and Property Settlement Agreement, this Decree, and applicable law to enforce Respondent's obligations, and nothing in this paragraph shall be construed as releasing or limiting Petitioner's right to seek enforcement.

Upon Respondent's payment in full of the equalization payment, this mutual release shall become final and permanent, and all financial claims and obligations arising from the marriage shall thereafter be fully and forever resolved, except for any continuing obligation expressly

created by the Stipulation and Property Settlement Agreement or this Decree, or any right to enforce their terms.

14. **Life Insurance and Annuity Beneficiaries.** The Court acknowledges that, to the extent either party owns a life insurance policy or annuity contract, that party has reviewed and, where appropriate, updated the list of beneficiaries; has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after this divorce becomes final; and understands that if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract. See Utah Code Ann. § 81-4-406(3)(d).

15. **Attorney Fees and Costs.** Except as otherwise expressly provided in this Decree, each party shall bear his or her own attorney fees and costs incurred in the negotiation and entry of the Stipulation and Property Settlement Agreement and this Decree.

If either party breaches any provision of the Stipulation and Property Settlement Agreement or this Decree, and the other party is required to retain legal counsel, file a motion, initiate legal proceedings, or otherwise incur attorney fees or costs to enforce it, the breaching party shall reimburse the prevailing party for all reasonable attorney fees, court costs, filing fees, service fees, and other reasonable expenses incurred in enforcement, whether or not a lawsuit is filed, to the extent permitted by law.

Without limiting the foregoing, if Respondent fails to timely pay the \$25,000.00 equalization payment required by paragraph 4 or otherwise materially breaches this Decree, and

Petitioner is required to retain an attorney or incur legal expenses to obtain Respondent's compliance, Respondent shall be responsible for Petitioner's reasonable attorney fees and enforcement costs incurred as a result of that breach, to the extent permitted by law. Likewise, if Petitioner materially breaches this Decree and Respondent is required to incur attorney fees and costs to enforce it, Petitioner shall be responsible for Respondent's reasonable attorney fees and enforcement costs, to the extent permitted by law.

16. **Further Documents.** Each party shall execute and deliver any titles, releases, assignments, authorizations, or other documents reasonably necessary to carry out the terms of this Decree, promptly upon request of the other party. Neither party shall unreasonably withhold or delay the execution of any document required to effectuate the intent of this Decree. Notwithstanding the foregoing, neither party shall be required to execute any document that:

- (a) creates or increases that party's financial liability;
- (b) is inconsistent with the terms of this Decree or the Stipulation and Property Settlement Agreement;
- (c) materially alters that party's rights or obligations under this Decree; or
- (d) requires that party to assume any new debt, guaranty, mortgage obligation, or other financial responsibility not expressly required by this Decree.

If either party refuses to execute a document required by this paragraph without good cause, the other party may seek an order from the Court compelling execution of the document together with any other appropriate relief authorized by law.

17. **Incorporation of Stipulation.** The parties' Stipulation and Property Settlement Agreement is approved by the Court and is incorporated into and merged with this Decree. To the extent any provision of the Stipulation and Property Settlement Agreement is not expressly restated herein, it remains binding upon the parties and enforceable as an order of this Court.

18. **Domestic Relations Injunction.** The Domestic Relations Injunction entered pursuant to Rule 109 of the Utah Rules of Civil Procedure is terminated upon entry of this Decree, except as to any provision expressly continued herein.

19. **Enforcement.** This Decree is enforceable by all remedies available for the enforcement of a judgment, including execution, garnishment, an order to show cause, and contempt. The Court retains jurisdiction to enforce the terms of this Decree.

APPROVED AS TO FORM:

DATED this 10th day of August, 2026.

/s/ Diyora Sayfiddinova Roesch

DIYORA SAYFIDDINOVA ROESCH
Petitioner, appearing without counsel
*Signed by Glen W. Neeley with express
permission of Diyora Sayfiddinova Roesch*

DATED this 10th day of August, 2026.

/s/ Joseph Harrison Roesch

JOSEPH HARRISON ROESCH
Respondent
*Signed by Glen W. Neeley with express
permission of Joseph Harrison Roesch*

**This document will be effective by the Court's signature and date appearing at the top of
this document.**

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