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Attorney for Jessica Angelika Jackovich

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

In the Matter of the Marriage of:	DECREE OF DIVORCE
JESSICA ANGELIKA JACKOVICH, Petitioner,	
and	
ROBERT TIMOTHY JACKOVICH II, Respondent.	Case No. 254701607 Judge: David Williams Commissioner: Julie Winkler

In accordance with Utah Code 81-4-401(2), the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation and Settlement Agreement*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. Jessica Angelika Jackovich is awarded a Decree of Divorce from Robert Timothy Jackovich II on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

PARTIES AND JURISDICTION

1. Marriage and Grounds. The parties were married on February 17, 2015, in Salt Lake City, Utah, and separated on or about March 16, 2016. Irreconcilable differences

have arisen between the parties that have prevented the continuation of the marriage. A Decree of Divorce should be entered dissolving the marriage on the ground of irreconcilable differences pursuant to Utah Code § 81-4-405.

2. Jurisdiction and Residency. Petitioner has been a bona fide and continuous resident of Davis County, State of Utah, for more than three months immediately before the commencement of this action, conferring jurisdiction and venue in this Court. Respondent currently resides in Colorado. Respondent has appeared in this action, answered the Petition, and voluntarily submits to the personal jurisdiction of this Court for all purposes of this divorce. This Court has jurisdiction over the parties and the subject matter of this action.

3. Children. No children were born as issue of the marriage, none were adopted, and none are expected. Accordingly, no provision for child custody, parent-time, or child support is necessary.

REAL PROPERTY

4. Real Property. During the marriage but after the parties' separation, Petitioner acquired an interest in the real property commonly known as 720 South 1650 East, Unit B, Clearfield, Utah 84015 (the "Clearfield Property"), titled solely in Petitioner's name. Respondent has never resided in or contributed to the Clearfield Property. Petitioner should be awarded the sole and exclusive use and possession of, and all right, title, and interest in, the Clearfield Property (including any reserve account), subject to and together with the obligation to pay the mortgage, taxes, and insurance associated with the

property, and should hold Respondent harmless from those obligations. Because the property is titled solely in Petitioner's name, no refinance or quit-claim deed is necessary.

PERSONAL PROPERTY

5. **Personal Property and Vehicles.** Each party should be awarded, as that party's sole and separate property, all items of tangible personal property and personal belongings currently in that party's possession or control, free of any claim by the other party. Without limitation, Petitioner should be awarded the 2015 Nissan Sentra, and Respondent should be awarded the 2015 Ford F-150 and the 2021 Jeep Wrangler Rubicon. Each party being awarded a vehicle or other property should assume, pay, and be solely responsible for any debt secured by or associated with that property and hold the other party harmless therefrom.

FINANCIAL ACCOUNTS

6. **Financial Accounts.** Each party should be awarded, as that party's sole and separate property, all bank, investment, and other financial or asset accounts held in that party's own name, free and clear of any claim by the other party.

RETIREMENT AND INVESTMENT ACCOUNTS

7. **Retirement Accounts.** After the parties' separation, Petitioner acquired a small retirement account in her own name, and Respondent held a Thrift Savings Plan through his military service that was rolled into an individual retirement account and subsequently liquidated. To the extent any retirement, pension, profit-sharing, or defined-contribution account still exists in either party's name, each party should be awarded, as that party's

sole and separate property, any such account held in that party's own name, and each party waives any claim to any such account held in the name of the other party. No qualified domestic relations order or similar order is necessary to effectuate this division.

8. Military and Veterans' Benefits. Respondent entered military service on April 23, 2012, and was medically retired from the United States Army on or about December 26, 2021, with approximately nine years of creditable service. The parties acknowledge that Respondent does not receive divisible military retired pay and that his United States Department of Veterans Affairs disability compensation is not a divisible marital asset under federal law. There is no military retirement, pension, or other military benefit subject to division.

BUSINESS INTERESTS

9. Business Interests. The parties did not acquire an interest in any business entity during the marriage. To the extent any such interest exists, it should be awarded to the party in whose name it is held, as that party's separate property.

DEBTS AND OBLIGATIONS

10. Debts and Obligations. Each party should assume, pay, and be solely responsible for the debts and obligations (including credit cards, student loans, and utility bills) incurred in that party's own name or by that party, and should indemnify, defend, and hold the other party harmless from any liability thereon, including reasonable attorney fees and costs incurred in enforcing this indemnity. Petitioner is unaware of any joint debts; if any joint debt is later discovered, the party who incurred the debt should be

responsible and liable for it and should indemnify and hold the other party harmless from it. Pursuant to Utah Code § 81-4-406(4), each party should notify the respective creditors or obligees of the division of debts and obligations set forth herein and of the parties' separate and current addresses.

11. Taxes. Each party should be solely responsible for, and should indemnify, defend, and hold the other party harmless from, any and all federal, state, or local tax liabilities, deficiencies, interest, and penalties accrued or assessed on that party's own income or separately filed returns for all tax years. For any year in which the parties filed a joint return, any resulting tax liability, deficiency, interest, or penalty, and any refund, should be borne or shared equally, except that any liability attributable to one party's unreported income or erroneous deduction should be that party's sole responsibility, and that party should indemnify and hold the other harmless from it. Each party should be entitled to claim, and should retain, any tax attribute (including refunds, credits, and loss carryforwards) associated with the income, property, or accounts awarded to that party under this Agreement.

ALIMONY

12. Alimony. Both parties are able-bodied, employed, and capable of self-support, and have supported themselves independently since separation. Neither party should be awarded alimony or spousal support from the other, now or at any time in the future. Each party knowingly and voluntarily waives any claim to alimony, and the Court's jurisdiction to award alimony to either party should be terminated. See Utah Code §§ 81-4-501, 81-4-502.

ADMINISTRATIVE PROVISIONS

13. Attorney Fees and Costs. Each party should bear and pay their own attorney fees and costs incurred in connection with this divorce and its finalization. In any future action to enforce or for contempt of the Decree or this Agreement, however, the Court may award reasonable attorney fees and costs to the prevailing party.

14. Restoration of Former Name. Petitioner's former name, Jessica Angelika Davis, should be restored to her, at her election.

15. Agreement as Temporary Order. Upon execution by both parties, this Agreement should serve as the parties' temporary order, governing the rights and obligations of the parties and superseding any pending motions and any domestic relations injunction entered under Rule 109 of the Utah Rules of Civil Procedure, until final entry of the Decree of Divorce.

16. Delivery and Execution of Documents. Each party should execute and deliver to the other any documents reasonably required to implement the provisions of the Decree of Divorce. If a party fails to execute a required document within 90 days after entry of the Decree, the other party may bring a motion to enforce before the Court, at the expense of the disobedient party, and the Court may appoint another person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure, with the same effect as if executed by the disobedient party.

17. Full Disclosure and After-Discovered Assets. Each party represents that they have fully and accurately disclosed all assets, accounts, and debts, including through their respective Financial Declarations served under Rule 26.1 of the Utah Rules of Civil

Procedure. If either party has failed to disclose a material asset existing as of the date of this Agreement (including, without limitation, any retirement, pension, or Thrift Savings Plan account), the omitted asset should be awarded entirely to the other party, or divided as the Court deems equitable, and the non-omitting party may seek appropriate relief. This provision does not otherwise disturb the division of property and debts set forth herein.

18. Interpretation and Governing Law. This Agreement should be governed by and construed under the laws of the State of Utah in all respects. Any reference to Utah statute herein means the Utah Code in effect as of the date of entry of the final order.

19. Severability. If any provision of the order resulting from this Agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, that circumstance should not affect the enforceability or validity of any other provision, in that or any other jurisdiction.

20. Further Relief and Entry of Decree. The Court should grant such other and further relief as it deems just and equitable. The parties request that a Decree of Divorce be entered incorporating the terms of this Agreement and fully and finally resolving all claims between them.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact, the court now concludes as follows:

21. That this court has jurisdiction over the subject matter of this action and the parties to this action.

22. That the parties are entitled to a Decree of Divorce and that such should become final upon its entry as provided by law.

23. That the provisions settling all issues in this action, as set forth in the Findings of Fact, are equitable and should be incorporated into the Decree of Divorce.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Robert Timothy Jacovich

Opposing Party

Robert Timothy Jackovich II, pro se

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

ROBERT TIMOTHY JACKOVICH II: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Jessica Angelika Jackovich's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of August, 2026, I personally served a true and correct copy of the foregoing **FINDINGS OF FACT AND CONCLUSIONS OF LAW** via Electronic Mail to:

Robert Timothy Jackovich II, pro se
tjgarvin4@msn.com

/s/ Tuesday Collins

Tuesday Collins

Paralegal