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**IN THE THIRD JUDICIAL DISTRICT COURT,
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

NANCY ARUSCAVAGE,
Petitioner,

and

PHILLIP JOSEPH ARUSCAVAGE,
Respondent.

DECREE OF DIVORCE

Civil: 264900171
Judge: James Gardner
Commissioner: Renee Blocher

THE ABOVE-ENTITLED MATTER came before the Court pursuant to the parties' Stipulation and Settlement Agreement (the "Stipulation") and the Findings of Fact and Conclusions of Law. Jurisdiction of the Court and Grounds were established by the declaration and Stipulation filed with the Court. The Court has reviewed the Stipulation and approves of the same. The Court, now being fully advised in the premises, having entered its Findings of Fact and Conclusions of Law and for good cause showing, makes its order as follows:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. Marriage Statistics: The parties were married on January 19, 2005, in Park City, Utah, United States and are presently married.
2. Grounds: The parties are granted a Decree of Divorce on the grounds of irreconcilable differences because the parties have been unable to resolve their marital

problems, making continuation of the marriage relationship impossible. A Decree of Divorce shall be entered, dissolving the bonds of matrimony.

3. Child. The parties have no minor children.

4. Real Property. The parties shall sell their home located at 7211 South 2980 East, Cottonwood Heights, Utah, for a reasonable market value. Joseph is awarded use of the home until it sells and will make mortgage and all other payments associated with the residence through the date of closing, except as provided herein. The parties shall list the home for sale with Amber Briem on or before May 28, 2026. The parties shall follow the advice of the Real Estate Agent and will divide the cost equally of any mutually agreed upon repairs. Upon the sale of the home at a reasonable market value, the proceeds of the home shall be distributed as follows:

- i. First, the parties shall pay the cost of sale;
- ii. Second, the mortgage shall be paid;
- iii. Third, Joseph shall be awarded \$40,000.00; and
- iv. Thereafter, the remaining equity shall be equally divided between the parties.

5. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control.

6. Debts. The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Mortgage	Joseph shall make the monthly mortgage payment, through the date of closing.
All Debts in Nancy's Name Only	Nancy
All Debts in Joseph's Name Only	Joseph

- a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.
 - b. Other Debts: The parties are aware of no other joint debts not otherwise addressed herein and in the Stipulation and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
 - c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. 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 joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.
7. Checking and Saving Accounts. Each party is awarded monies in their own separate checking and savings accounts.

8. Retirement Accounts: Nancy shall be awarded her premarital URS account in the approximate amount of \$10,000.00, premarital Janus Henderson account in the approximate amount of \$35,504, her TIAA account in the approximate amount of \$48,511.58, and her Fidelity account in the approximate amount of \$45,866.64 free and clear of any claim by Joseph. Nancy shall be awarded \$121,985.00, as of April 28, 2026 (the date of the Stipulation), from Joseph's TIAA account in the approximate amount of \$524,440 (with a premarital value of approximately \$188,091.00) and Joseph shall be awarded the remaining balance. Joseph shall also be awarded his premarital URS account in the approximate amount of \$7,071.00 free and clear of any claim by Nancy. Joseph shall pay Rori Hendrix to do the QDRO to divide his TIAA account and the process shall be commenced within 30 days of entry of Decree of Divorce.

9. Taxes. The parties shall file separately for the 2026 tax year.

10. Name: Nancy shall have the option of restoring her name to Ryan.

11. Expenses of Adult Child. As part of the global settlement, Joseph shall pay all tuition for their adult child to attend the University of Utah and complete her undergraduate degrees (currently enrolled as a dual major) and he shall pay the premium for their adult child to remain on his health insurance until she is 26 or the benefit is no longer necessary.

12. Alimony. Neither party shall be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

13. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

14. Drafting. Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of the Stipulation. Both parties and their counsel have had an opportunity to read the Stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Pursuant to the Stipulation, each of the parties understood, acknowledged, and agreed that each of the parties hereto had contributed to the drafting of the Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. Pursuant to the Stipulation, the parties specifically, intentionally, and knowingly waived any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

15. Full Disclosure: Pursuant to the Stipulation, the parties each indicated that there had been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understood and agreed that any failure to provide complete disclosure may constitute perjury. The property referred to herein and in the Stipulation represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

16. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

17. The parties shall work together cooperatively via email to finalize the divorce case. They will follow the timelines in UTAH R. CIV. P. 7(j) in presenting proposed drafts and approving them and filing them with the Court for ratification if no response is received.

—END OF DOCUMENT—

In accordance with the Utah State District Court E-Filing Standard No. 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge but instead displays an electronic signature at the upper margin of the first page of the order once signed.

APPROVED AS TO FORM AND CONTENT:

J. Scott Brown
J. Scott Brown
Attorney for Respondent
signed with permission on May 5, 2026

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of May 2026, I delivered a true and correct copy of the foregoing proposed **DECREE OF DIVORCE** to the following:

J. Scott Brown Attorney for Respondent	First Class U.S. Mail, Postage Prepaid Facsimile Transmission Personal Delivery E-Filing E-Mail
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/s/ McKaela Dangerfield
McKAELA DANGERFIELD
Attorney for Nancy Aruscavage