



Jesse K. West #18664
Attorney for Amanda E. Durbin
JESS COUSER FAMILY LAW, LLC
136 S. Main Street, Ste. A300
Salt Lake City, Utah 84101
385-217-7200
team@jcfamlaw.com

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

In the Matter of the Marriage of:

AMANDA EMILY DURBIN,

and

HENRY MARTIN MIRANDA.

DECREE OF DIVORCE

Civil No. 264902847

Hon. Judge Chelsea Koch

Commissioner Renee Blocher

The above-captioned matter came on regularly for consideration by the court without hearing pursuant to Utah Code 30-3-4. Pursuant to the *Stipulated Petition for Divorce* 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. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

Debts and Obligations

2. Each party shall assume, pay, indemnify, and hold the other harmless from any debts, liabilities, charges, loans, credit-card balances, lines of credit, overdrafts, fees, penalties, or other obligations incurred by that party after April 21, 2026, unless expressly allocated otherwise herein.

3. Except as expressly identified herein, each party shall be solely responsible for all debts in his or her individual name, all debts incurred without the other party's knowledge or written consent, and all debts that did not benefit the marital estate. Each party shall indemnify and hold the other harmless from the same.
4. Each party shall assume and pay the following debts, and shall indemnify and hold the other party harmless on all debt they are allocated:
5. The parties agree that the Mountain America Credit Union 0543 will be paid off by one year (365 days) from entry of the Decree of Divorce. This will be the only joint debt to be jointly paid by the parties. The parties agree to pay an equal amount towards the debt. The parties agree not to use the credit card any further.

<u>AMANDA</u>	<u>HENRY</u>
CAHP Credit Union 2303	Altura Credit Union 5784
	America First Credit Union 6280
	Golden West Credit Union

6. All debts and obligations not specifically identified herein shall be the sole responsibility of the party who incurred the debt, and that party shall indemnify and hold the other party harmless from any liability, collection action, credit reporting, attorney fees, costs, interest, penalties, or other consequences arising from that debt.

Provisions Relating to Financial Assets

7. During the course of the marriage, the parties acquired financial assets, including, but not limited to, joint and separate checking, savings, and investment accounts.
8. The Mountain America Credit Union checking account ending in 0543 shall be divided equally within seven (7) days based on the cleared balance as of April 21,

2026. This account cannot be closed until the associated debt is paid, so therefore the parties agree that they will close the account within seven (7) days of when the debt is paid off. The parties agree that once the funds are divided, they will not use the account at all, unless necessary in payment of the associated debt.

9. The CAHP Credit Union checking account balance for account 2303 shall be awarded to Amanda, free and clear of any interest from Henry.

10. The Altura Credit Union checking account balance for account 5784 shall be awarded to Henry, free and clear of any interest from Amanda

11. Each party shall be awarded all bank accounts, credit union accounts, investment accounts, payment applications, and digital financial accounts held in his or her sole name, except as otherwise expressly provided herein. Neither party shall open, use, access, charge, borrow against, or incur debt in the name of the other party.

Personal Property

12. During the course of the marriage, the parties acquired certain items of personal property.

13. Except as specifically set forth below, the parties shall be awarded the personal property currently in their respective possession, free and clear of any claim by the other party.

14. Amanda shall be awarded the 2015 Honda Civic automobile, subject to any and all financial obligation associated therewith, and free from any claim of interest by Henry.

15. Henry shall be awarded the 2008 Nissan 350Z automobile, subject to any and all financial obligation associated therewith, and free from any claim of interest by Amanda.

16. Each party shall refinance, remove the other party from, or otherwise hold the other party harmless from any loan, registration, insurance, tolls, tickets, taxes, or expenses associated with the vehicle awarded to that party. Each party shall sign title-transfer documents within thirty (30) days of the Decree of Divorce.

17. During the course of the marriage, the parties acquired certain additional items of personal property, which shall be awarded as follows:

<u>Amanda</u>	<u>Henry</u>
3 cats (Loki, Lida, Skaddi)	MTO 9 Motorcycle
Cat tree	Papio mini bike
Blue enamel French sign with white bird	Televisions
Large wood trim mirror	Desktop computer and all computer monitors
Wii gaming systems and Wii games	Other gaming systems and respective games

18. Amanda shall be awarded the parties' three cats, Loki, Lida, and Skaddi, together with the cat tree and all veterinary records, microchip information, medications, carriers, food, litter supplies, and related pet items in the parties' possession. Henry shall execute any documents necessary to transfer or confirm Amanda's sole ownership and control of the cats, including microchip and veterinary account records.

19. All remaining household goods, furnishings, and personal property shall be divided by written agreement of the parties. Any items not retrieved by a party within 30 days after entry of the Decree, after reasonable written notice and opportunity to

retrieve them, shall be deemed abandoned unless otherwise agreed in writing. If the parties cannot agree to distribution of any remaining property, Amanda will make the final decision.

20. The parties shall assume any debts and obligations related to any property he or she is awarded and shall indemnify and hold the other harmless from the same.

21. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

Real Property

22. During the course of the marriage, the parties acquired certain real property located at 3901 S Buckland Drive, Magna, UT 84044.

23. The marital residence shall be listed for sale within thirty (30) days after entry of the Decree, unless the parties agree in writing to a different listing date.

24. The parties agree the home will not be sold for a loss.

25. The parties will work together to agree upon a realtor or real estate professional to sell the home. If the parties cannot agree within seven (7) days of this agreement. Amanda will choose a realtor or real estate professional.

26. The parties agree that Amanda will retain sole and exclusive temporary possession of the marital home from June 6, 2026 until the home is sold.

27. The parties agree to divide equally the expenses mortgage, HOA fees, utilities, and taxes during the one year period.

28. If one party fails to make their half of the marital home expenses, the other party may make up the difference. The party making up the difference will be fully indemnified within thirty (30) days. The party failing to make payments will not be entitled to the equity resulting from the payments and the make up payments do not resolve the forfeiture of marital equity. Essentially, if a mortgage payment of \$1,229.92 is missed, then the party that missed the payment would forfeit \$1,229.92 in equity payout when the home is sold, despite their requirement that the payment must be reimbursed.

29. The parties agree to follow all recommendations of the realtor or real estate professional related to the sale of the home including repairs, move out, marking and cleaning services. Amanda will move out of the marital home when necessary and requested by the realtor or real estate professional.

30. Neither party shall unreasonably withhold consent to a commercially reasonable offer recommended by the listing agent.

31. The proceeds of the sale shall be applied as follows:

32. First, pay expenses of the sale, including closing costs, realtor or real estate professional fees, etc.

33. Second, retire any and all mortgages and liens;

34. Last, the balance remaining thereafter shall be divided equally between the parties.

35. Both parties shall execute any necessary documents for the listing and sale of said real property. In the event that Henry fails to execute said documents, Amanda may

submit an ex-parte motion, pursuant to Rule 70 of the UTAH RULES OF CIVIL PROCEDURE, and the Court may direct the Clerk of the Court to execute said necessary documents.

Business Interests and Related Assets

36. The parties represent that they have acquired no known marital interest in any business during the marriage. If either party later discovers an undisclosed marital business interest, the Court shall retain jurisdiction to divide that asset or enter other equitable relief.

Alimony

37. Each party is fully capable of supporting himself and herself and therefore, neither party shall be awarded alimony at any time, and shall forever waive any such claim.

Retirement Accounts, Pensions, and Related Assets

38. Each party represents that he or she has disclosed all retirement, pension, 401(k), IRA, profit-sharing, deferred compensation, or similar accounts. Each party shall be awarded any retirement account in his or her own name, free from any claim of the other party

Personal Conduct

39. Both parties shall be permanently restrained from bothering, harassing, stalking, threatening, intimidating, disturbing the peace of, surveilling, contacting the employer of, or harming the other party, whether in person, through third parties, by telephone, text message, email, social media, electronic communication, or any other means. The

parties shall communicate only as reasonably necessary to complete the divorce terms, sale of the residence, debt/account closure, and exchange of property, and all such communications shall be civil and respectful.

40. Neither party shall disparage the other to employers, family members, friends, or on social media concerning the divorce.

Taxes

41. The parties shall file separate federal and state income tax returns for tax year 2026 unless they agree otherwise in writing. Each party shall be solely responsible for taxes, penalties, interest, or liabilities arising from his or her own income, deductions, withholdings, credits, and filings.

Attorney's Fees

42. So long as this matter remains uncontested, each party shall be responsible for his or her own attorney fees and costs. If either party unreasonably delays, refuses to cooperate, violates this Agreement, or causes unnecessary litigation, the Court may award attorney fees and costs to the other party.

43. If either party violates the Decree and court action becomes necessary to enforce compliance, the prevailing party shall be entitled to recover reasonable attorney fees and costs incurred in enforcement.

Other

44. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree of Divorce.

45. Each party represents that he or she has made a full and fair disclosure of all known assets, debts, accounts, and liabilities. If a material asset or debt is omitted, concealed, or misrepresented, the Court shall retain jurisdiction to divide the asset, allocate the debt, and award appropriate fees or sanctions.

46. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

47. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

APPROVED AS TO FORM AND CONTENT:

/s/ Henry Miranda

HENRY MIRANDA

Date: June 11, 2026

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

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 Amanda Durbin'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 10th day of June, 2026, I caused to be served a true and correct copy of the foregoing *DECREE OF DIVORCE* via electronic mail to:

Henry Martin Miranda

henmir94@gmail.com

Respondent Pro Se

/s/ Ellen Rogers

ELLEN ROGERS

Paralegal for Jesse K. West