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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:

JULIA REBECCA NOMICHITH,
Petitioner,

and

BOUNTA MITCHELL NOMICHITH,
Respondent.

DECREE OF DIVORCE

Case No. 264903187

Judge: GARDNER

Commissioner: LUHN

THIS MATTER is before the Court on the Parties' *Stipulated Verified Petition for Divorce*. Petitioner, Julia Rebecca Nomichith (hereinafter referred to as "Julia"), and Bounta Mitchell Nomichith (hereinafter referred to as "Bounta"), entered into a *Stipulation*, signed by both parties and filed with the Court on June 27, 2026, which resolved all issues between them.

The Court, having reviewed the pleadings on file, and for good cause appearing herein, entered its Findings of Fact and Conclusions of Law. Now being fully informed, the Court hereby:

ORDERS, ADJUDGES, AND DECREES

DIVORCE

1. The parties are granted a divorce based upon the Parties' Stipulation and Property Settlement Agreement. The decree to become final upon entry.

JURISDICTION AND GROUNDS

2. The parties are residents of Salt Lake County, State of Utah, and have been for three months immediately prior to filing this action.
3. Julia Nomichith and Bounta Nomichith were married on December 27, 2011, in Salt Lake City, Utah, and are presently married.
4. The parties separated on or about May 5, 2025.

GROUNDS

5. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship.

CHILDREN

6. There are no minor children born as an issue of the parties' relationship, and none are expected.

DEBTS AND OBLIGATIONS

7. During the course of the marriage, the parties acquired certain debts and obligations.

Each party shall be liable for certain debts as follows:

DESCRIPTION OF DEBT	APPROXIMATE AMOUNT	BECOMES SOLE LIABILITY OF:
Real Property (Julia's House) 6502 W Iguazu Dr., South Jordan, Utah 84009	\$575,900.00	Julia
Real Property (Bounta's House) 229 B St., #4 Salt Lake City, UT 84103	\$392,250.00	Bounta

8. The parties are unaware of any joint debts.

9. Each party shall be ordered to pay the debt(s) in their own name and hold the other party harmless therefrom. If any joint debts are discovered, then the party who incurred the debt shall be responsible and liable for it.

10. Each party shall assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, student loans, utility bills) incurred by that party after separation.

11. Pursuant to Utah Code 81-4-406(4), the parties shall notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

PERSONAL PROPERTY

12. Personal Property. During the course of the marriage relationship, the parties acquired certain items of personal property which shall be divided as follows:

PROPERTY	AWARDED TO
2016 Honda Civi	Julia
2023 Honda CRV	Bounta

13. Secured Debt: Each party being awarded property shall also be responsible for the debt associated therewith.

14. Prior Division. The parties agree that they have previously physically divided all household furnishings, personal effects, and other tangible personal property of the marriage to their mutual satisfaction. No further division is necessary.

15. Award of Possession. Each party is awarded, as his or her sole and separate property, all items of personal property currently in that party's possession or control, free and clear of any claim by the other.

16. Waiver of Future Claims. Each party waives, releases, and relinquishes any present or future claim against the other for any personal property now in the other's possession or control. Neither party shall bring any future action seeking division, compensation, reimbursement, or recovery relating to such property.

17. Personal Belongings. Each party shall be awarded their own personal belongings.

18. Business. During the course of the marriage, the parties have not acquired an interest in any business entities.

RETIREMENT ASSETS

19. During the course of the marriage, Julia Nomichith and Bounta Nomichith have acquired pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans. The parties shall be awarded the retirement assets in their own name as their separate property, free and clear of any claim by the other party. Each party is awarded certain retirement accounts as follow:

ACCOUNT NAME	APPROXIMATE AMOUNT	IS AWARDED TO
Canopy Tax 401(k) Plan	\$54,972.45	Bounta
Stampin Up (51037)	\$91,084.80	Julia

REAL PROPERTY

20. During the marriage, the parties have acquired interest in real properties. The properties shall be divided as follows:

21. The property, commonly known as Julia's home.

a. Address: 6502 W. Igazu Dr., South Jordan, UT 84009.

i. The parties agree that Julia Nomichith shall be awarded the permanent and exclusive use and possession of said real property and all right, title, and interest in said real property (including any reserve account) subject to assuming the mortgage obligation owing on the property, as well as the taxes and insurance associated with the property.

- ii. Julia Nomichith shall notify the lender within 30 days of the entry of the Decree of Divorce and assume any and all mortgages and home equity loans associated with the real property within 30 days of entry of the Decree of Divorce in this matter.
- iii. Bounta Nomichith shall fully sign and execute a quitclaim deed of said property to Julia Nomichith within 10 days of the signing of this Stipulation.

1. In the event that Bounta Nomichith fails to execute a Quit-Claim Deed in favor of Julia Nomichith, Julia Nomichith may seek an order of the court transferring title of the real property to her, pursuant to Rule 70 of the Utah Rules of Civil Procedure

- iv. Upon quitclaim transfer, Julia Nomichith shall hold Bounta Nomichith harmless on any and all obligations associated with the home.

22. The property, commonly known as Bounta's home.

a. Address: 229 B St. #4, Salt Lake City, UT 84103.

- i. The parties agree that Bounta Nomichith shall be awarded the permanent and exclusive use and possession of said real property and all right, title, and interest in said real property (including any reserve account) subject to assuming the mortgage obligation owing on the

property, as well as the taxes and insurance associated with the property.

ii. Bounta shall notify the lender within 30 days of the entry of the Decree of Divorce and assume any and all mortgages and home equity loans associated with the real property within 30 days of entry of the Decree of Divorce in this matter.

iii. Julia Nomichith shall fully sign and execute a quitclaim deed of said property to Bounta Nomichith within 10 days of the signing of this Stipulation.

1. In the event that Julia Nomichith fails to execute a Quit-Claim Deed in favor of Bounta Nomichith, Bounta Nomichith may seek an order of the court transferring title of the real property to her, pursuant to Rule 70 of the Utah Rules of Civil Procedure.

iv. Upon quitclaim transfer, Bounta Nomichith shall hold Julia Nomichith harmless on any and all obligations associated with the home.

INTELLECTUAL PROPERTY – BOOKS AND MANUSCRIPTS

23. During the course of the marriage, Bounta Nomichith, authored and developed certain intellectual property. Said intellectual property has not currently been published. In the event any

such works are later published, licensed, sold, adapted, or otherwise monetized, the parties agree to the following:

a. Definitions:

- i. “Collection A Works” means the approximately thirty (30) children’s books and eleven (11) novels identified in Exhibit A, Section 1. The parties acknowledge that these works are currently unpublished, which is not uncommon for literary works in development, and does not diminish their potential value or the enforceability of this provision.
- ii. “Collection B Works” means the two (2) novels identified in Exhibit A, Section 2. The parties acknowledge that these works are also currently unpublished and in draft or developmental form.
- iii. “Works” means, collectively, the Collection A Works and Collection B Works, including all drafts, revisions, derivative works, sequels, prequels, series, characters, titles, formats, and all rights of every kind associated therewith (including print, digital, audio, film, television, and licensing rights).
- iv. “Gross Receipts” means all amounts actually received by or payable to Husband or any affiliated entity from the exploitation of any Work, including advances, royalties, licensing fees, option payments, bonuses, and any other consideration of any kind.

- v. “Net Proceeds” means Gross Receipts actually received, less only those reasonable, ordinary, and necessary, out-of-pocket expenses directly attributable to the specific Work, including: agent commissions, editing and production costs, marketing and promotion expenses, third-party publishing costs, and taxes directly attributable to such income. No expense shall be deducted unless it is actually incurred and documented. No double-counting of expenses is permitted. All expenses are to be at fair market value.

b. Ownership and Control:

- i. Husband is awarded all right, title, and interest in and to all Works as his sole and separate property.
- ii. Wife shall have no ownership interest, copyright interest, approval rights, editorial rights, or creative control of any kind over any Work.
- iii. Husband retains sole and absolute discretion regarding whether, when, and how any Work is developed, revised, published, marketed, licensed, or otherwise exploited.
- iv. Husband shall not have any obligation to publish any Work; however, if he elects to exploit a Work, the financial provisions herein shall apply.

c. Collection A Works – Contingent Payment:

- i. If any Collection A Work generates Gross Receipts within seven (7) years from the date of entry of the Decree, Wife shall receive ten percent (10%) of the Net Proceeds attributable to that Work.
- ii. This right applies to all revenue streams derived from the Work, including publishing, licensing, adaptations, and derivative exploitation.
- iii. Husband shall maintain complete and accurate books and records sufficient to verify all calculations for a period of no less than seven (7) years. Tracking to be separated by Work with segregation of revenues by title/project.
- iv. If no Gross Receipts are generated within the seven (7) year period, Wife's right under this subsection shall terminate.

d. Collection B Works – Contingent Payment:

- i. If any Collection B Work generates Gross Receipts within seven (7) years from the date of entry of the Decree, Wife shall receive twenty percent (20%) of the Net Proceeds attributable to that Work.
- ii. This right applies to all revenue streams derived from the Work, including publishing, licensing, adaptations, and derivative exploitation.

- iii. Wife's right to payment shall vest upon receipt of Gross Receipts within the seven (7) year period and shall continue for the life of that revenue stream arising from contracts executed within that period.
- iv. If no Gross Receipts are generated within the seven (7) year period, Wife's right under this subsection shall terminate.

e. Payments, Reporting, and Transparency:

- i. Payments shall be made quarterly within thirty (30) days after the end of each calendar quarter in which Gross Receipts are received.
- ii. Each payment shall be accompanied by a written accounting showing Gross Receipts, itemized deductions, and resulting Net Proceeds.
- iii. Husband shall maintain complete and accurate books and records sufficient to verify all calculations for a period of no less than seven (7) years. Tracking to be separated by Work with segregation of revenues by title/project.

f. Audit Rights:

- i. Wife shall have the right, upon no less than fourteen (14) days' written notice and no more than once per calendar year, to have an independent certified public accountant review Husband's records relating to the Works.

- ii. Such audit shall be conducted during normal business hours and in a manner that does not unreasonably interfere with Husband's business operations.
- iii. If the audit reveals an underpayment of five percent (5%) or more for the period reviewed, Husband shall promptly pay the deficiency together with reasonable costs of the audit.
- iv. If the underpayment is less than five percent (5%), Wife shall bear the cost of the audit.
- v. Wife's audit rights shall arise only after a Work has generated Gross Receipts and payments have commenced under this provision.

g. Payment Routing and Third-Party Compliance:

- i. Husband shall ensure that all agreements with publishers, agents, or third parties include provisions sufficient to allow compliance with this Order, including reporting and payment tracking.
- ii. Husband shall provide written notice of this provision to any publisher, agent, or entity paying Gross Receipts related to the Works.
- iii. To the extent reasonably available in the industry, Husband shall direct that payments be made through traceable channels and, where feasible, shall include Wife as a notice recipient on royalty or payment statements.

h. Security and Enforcement Mechanisms:

- i. Husband grants Wife a contractual right to receive payments as set forth herein, which may be enforced as part of the Decree.
- ii. Husband shall not assign, transfer, or encumber income from the Works for the purpose of avoiding or reducing Wife's interest.
- iii. Any such transfer or arrangement that has the effect of reducing Wife's share shall be disregarded for purposes of calculating Net Proceeds.

i. Anti-Circumvention:

- i. Husband shall not take any action in bad faith intended to reduce, delay, or avoid payment to Wife, including artificially inflating expenses, deferring income, or diverting revenue streams.
- ii. Any ambiguity in revenue characterization shall be resolved in favor of inclusion as Gross Receipts.

j. Remedies and Enforcement:

- i. The parties that the payment rights set forth herein are material and enforceable obligations.
- ii. In the event of nonpayment or breach, Wife shall be entitled to pursue all available legal and equitable remedies.
- iii. In the event enforcement action is required and Wife prevails, Husband shall be responsible for reasonable attorney fees and costs.

- iv. The parties acknowledge and agree that this provision is incorporated into and made a part of the Decree of Divorce, and is intended to be fully binding and enforceable as a court order.

k. Affirmative Disclosure and Notice of Exploitation:

- i. Husband shall have an affirmative and ongoing duty to promptly notify Wife in writing of any actual or anticipated exploitation of any Work, including but not limited to any publishing agreement, licensing agreement, option agreement, or other arrangement that may result in Gross Receipts.
- ii. Such notice shall be provided within ten (10) days of any of the following events, whichever occurs first:
 - 1. execution of any agreement relating to a Work;
 - 2. receipt of any advance, payment, or other consideration;
 - 3. commencement of negotiations reasonably likely to result in a binding agreement.
- iii. Husband shall provide Wife with complete and unredacted copies of all agreements, statements, correspondence, and documentation sufficient to fully disclose the nature, scope, and financial terms of any exploitation of the Works, including where, when, how, and through whom the Works are being published, distributed, or licensed.

- iv. Husband shall also provide copies of all royalty statements payment statements, and related financial documentation within ten (10) days of receipt.
- v. Wife's right to receive Net Proceeds as set forth herein shall not be conditioned upon Husband's compliance with the disclosure requirements. In the event Husband fails to provide the required notice or documentation, wife shall nevertheless be entitled to her full percentage of Net Proceeds, and the court may resolve any uncertainty or dispute amounts owed in Wife's favor.
- vi. Any failure by Husband to comply with this section shall constitute a material breach of the Decree and shall subject him to all available remedies, including but not limited to attorney fees, costs, and enforcement through the Court.

MISCELLANEOUS

24. Alimony. Both parties to this action are able-bodied and employable, and neither party shall be awarded any alimony from the other.

25. Reimbursement of Marital Expenses. The parties agree that Respondent, Bounta Nomichith, shall pay Petitioner, Julia Nomichith, One Thousand Eight Hundred and Ninety-Three dollars (\$1,893.00), as reimbursement for his share of joint marital expenses, including medical bills, moving expenses, and replacement furniture necessitated by the sale of the marital residence.

a. Payment shall be made within ten (10) days of the Decree of Divorce.

26. Restoration of Maiden Name. Julia Nomichith's name shall be resorted to Julia Rebecca Steward, if she so chooses.

27. Mutual Restraining Order. The parties shall be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

28. Delivery of Documents and Duty to Sign Documents. 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. Should a party fail to execute a document within 90 days of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

29. Interpretation/Applicability: This document shall be governed by Utah law in all respects. Any references to Utah statute herein shall mean the Utah Code in effect as of the date of entry of the final order.

30. Severability: If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

31. Disclosure: The parties acknowledge that each has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and that this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

OTHER RELIEF IF EQUITABLE AND JUST

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

***Executed and entered by the Court as indicated by the date and seal at the top of this document.**

Approved as to form:

/s/ Julia Rebecca Nomichith

JULIA REBECCA NOMICHITH

Petitioner

Electronically signed with permission

/s/ Bounta Mitchell Nomichith

BOUNTA MITCHELL NOMICHITH

Respondent

Electronically signed with permission