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Petitioner Attorney

IN THE THIRD JUDICIAL DISTRICT COURT, IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the Matter of the Marriage of ROBERTO TADDEO, Petitioner, & KATHERINE TADDEO, Respondent.	DECREE OF DIVORCE Case No. 264902023 Judge Amber M. Mettler Commissioner Russell Minas

Petitioner, Roberto Taddeo, through his attorney, Nathaniel Garrabrandt, and Respondent, Katherine Taddoe, through her attorney, Russell Gray, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached during mediation with Mediator, Ray Harding, on July 21, 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

INSURANCE

2. **Medical Insurance.** The parties shall be responsible for their own medical insurance upon entry of the Decree of Divorce herein.

3. **Life Insurance.** Each party is awarded, as his or her sole and separate property, any term life insurance policy insuring his or her own life, together with all rights, benefits, and interests associated therewith.

ALIMONY

4. Each party is fully capable of supporting himself/herself, and therefore, neither party will be awarded alimony. Each party specifically waives the right to receive alimony from the other both now and in the future.

ASSETS

5. **Business Interest.** Katherine is awarded all right, title, and interest in Solace Pet Wear, including but not limited to any and all bank accounts, inventory, intellectual property, accounts receivable, goodwill, and business-related personal property. Katherine shall

assume sole responsibility for all debts and obligations associated with the business and shall indemnify and hold Roberto harmless from any and all past, present, or future liabilities, obligations, or claims related to the business. Roberto hereby waives any and all rights, claims, or interest in the business, now and in the future.

6. **Marital Home.** During the marriage, the parties acquired a marital home located at 9220 South Shad Lane, Sandy, Utah. The marital home shall be awarded as follows:

a. Pending the sale of the marital home, Katherine shall have the exclusive use and possession of the home and shall be solely responsible for the monthly mortgage payment, holding Roberto harmless therefrom. Pending the sale of the marital home, Roberto shall assume and pay the water, electricity, sewer, internet, gas, and monthly solar panel payments, holding Katherine harmless therefrom. Each party shall timely make all payments for which they are responsible under this paragraph and shall keep such obligations current until the sale of the marital home is completed.

b. Neither party shall increase the debt owing on the marital home.

c. There is a broken hot tub at the marital home that shall be removed prior to the home being listed for sale. The parties shall equally share any cost associated with the removal of the hot tub. If the parties are able to sell the hot tub, the proceeds shall be equally divided between the parties.

d. By November 1, 2026, the parties shall list the marital home for sale with realtor Belinda Cochran-Barenbrugge of Berkshire Hathaway.

e. The parties shall act in good faith and in a commercially reasonable manner in listing and selling the marital residence. The parties shall cooperate in executing all documents necessary to list and sell the property. If the parties are unable to agree regarding the listing price, any price adjustments, acceptance or rejection of an offer, or any other matter related to the sale of the property, they shall follow the recommendation of the realtor. Katherine shall maintain the marital residence in a clean, orderly, and show-ready condition, and shall reasonably cooperate with all requested showings and inspections. Upon the sale of the home, the net proceeds shall be distributed as follows:

- i. First, to pay the costs of sale (including agent commissions and closing costs);
- ii. Second, to satisfy the outstanding mortgage balance and the solar panel debt;
- iii. Third, the remaining proceeds shall be divided equally between the parties.

7. **Vehicles.** The parties acquired vehicles during the marriage, which shall be awarded as follows:

<i>Vehicle Description</i>	<i>Awarded to:</i>
2005 Mazda3	Roberto
2024 Volkswagen Cross Sport	Katherine

a. The parties shall sign over the title to any vehicle(s) awarded to the other within thirty (30) days of signing the Stipulation. The parties will also give the other any keys, or key fobs for those vehicle(s) within the same thirty (30) days. Each party shall be

responsible for making sure that any vehicle awarded to them is properly registered in their own name after the transfer.

b. Each party shall be solely responsible for any debts, liabilities, and auto insurance related to the vehicle(s) awarded to them and shall hold the other party harmless therefrom.

8. **Personal Property.** The parties acquired personal property during the marriage, which shall be awarded as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Tools from the left side of the marital home garage, including drills, saw, table saws, tile cutter, chain saw	Roberto
Snow Blower	Roberto
Leaf Blower	Roberto
Weed Eater	Roberto
Old Lawn Mower	Roberto
Electric Guitar in the upstairs bathroom closet	Roberto
Old Guitar (in old brown case) in cellar	Roberto
Amp in the laundry room under the printer	Roberto
New Lawn Mower	Katherine
Argentia Gaucho Display over fireplace in marital home	Roberto
Gaucho Knife in the kitchen from Roberto's Father	Roberto
Pictures from Roberto's childhood/younger years	Roberto
Brief Case from bathroom closet	Roberto
Tapes and CD's	Roberto
Roberto's Personal Effects (clothing, documents, etc.)	Roberto
One-third of Antonio's Ashes	Roberto

a. Each party is awarded their remaining personal property which is now in their individual possession or under their individual control, except as otherwise indicated herein.

b. Roberto will pick up the items of personal property awarded to him herein from the marital home in September, 2026, at a time mutually agreed upon by the parties that will occur midweek. Within two (2) weeks of the signing of the Stipulation, Roberto shall provide Katherine in writing the midweek date in September that he will pick up his items of personal property. The parties will have a neutral third-party present at the time Roberto picks up his items of personal property.

9. **Bank Accounts.** Each party shall be exclusively awarded any and all bank accounts held solely in his/her name, free and clear from any claim by the other party.

10. **Retirement Account.** The parties acquired retirement accounts during the marriage, which shall be awarded as follows:

<i>Financial Institution</i>	<i>Approx. Balance</i>	<i>Awarded to</i>
Argentinian Pension/Government Benefit (in Roberto's name)	Defined Benefit	Roberto
Delta Pension (in Katherine's name)	Defined Benefit	See subparagraphs (a) – (f) below
AFCU IRA (acct. #1160 – in Katherine's name)	\$115,792	See subparagraph (g) below

a. The Delta pension currently pays \$763.20 per month and shall be equally divided between the parties.

b. The parties shall have attorney Rori Hendrix prepare the Qualified Domestic Relations Order (QDRO) for the division of the Delta pension as soon as reasonably possible.

c. The parties will equally share the cost associated with the preparation of the QDRO.

d. The parties shall mutually cooperate in releasing the necessary information for the preparation of the QDRO.

e. Beginning August 1, 2026, and continuing until the QDRO has been approved and implemented by the Delta pension plan and Roberto begins receiving his assigned benefit directly from the plan administrator, Katherine shall pay Roberto one-half of the sum she receives each month from the Delta pension within ten (10) days after she receives the payment. Upon implementation of the QDRO and commencement of direct payments by the plan administrator to Roberto, Katherine's obligation to make direct monthly payments to Roberto under this paragraph shall terminate.

f. Roberto's right to receive his share of Katherine's Delta pension shall terminate upon Roberto's death. In the event Roberto predeceases Katherine, Roberto's assigned share shall immediately revert back to Katherine. The QDRO shall be prepared in a manner consistent with this provision, to the extent permitted by the terms of the pension plan.

g. The AFCU IRA shall be equally divided between the parties, including gains or losses on each party's awarded portion due to interest payments or market fluctuations, through the date the division of the account occurs. If a QDRO is needed for the division of the IRA, the parties shall have Rori Hendrix prepare the QDRO with the parties equally sharing the cost of the QDRO. Neither party shall withdraw, transfer, encumber, or borrow against the IRA prior to the completion of the division of the account.

DEBTS

11. The parties acquired debts during the marriage. Each party will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Rocket Mortgage (home mortgage)	\$343,639	See Marital Home paragraph herein
Good Leap (solar panel loan)	\$49,928	See Marital Home paragraph herein
AMEX Hilton Credit Card	\$0	Katherine
AMEX Delta SkyMiles Credit Card	\$456	Katherine
Chase Amazon Credit Card	\$4,403	Katherine
Capital One Quicksilver Credit Card	\$104	Katherine
Capital One Quicksilver Venture One Credit Card	\$0	Katherine
Capital One Venture Credit Card	\$0	Katherine
Discover Credit Card	\$2,031	Katherine
Discover IT Credit Card	\$0	Katherine
Wayfair Credit Card	\$0	Katherine
Any Credit Cards in Roberto's Name	Balance	Roberto

a. **Joint Accounts.** Neither party will incur any additional liability on joint credit cards or any joint accounts. The parties shall cooperate in closing joint credit card accounts or removing the name of the party not assuming the account within thirty (30) days of the signing of the Stipulation.

b. **Other Debts.** Any and all other debts and obligations shall be the sole and exclusive responsibility of the party who incurred the particular debt.

c. **Creditors.** Upon the entering of this Decree of Divorce, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

d. **Notification to Creditors.** For any joint debts, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

e. **Delinquency in Payments.** If either party is obligated on a joint debt, the payment of that debt must remain current. A party who makes payment on a delinquent debt in order to protect his/her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

MISCELLANEOUS

12. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the terms herein.

13. **Asset Division/Financial Claims.** The asset division and all financial claims either party has against the other are resolved through the date of the signing of the Stipulation.

14. **Mutual Restraining Order.** Both parties are mutually restrained from annoying, stalking, harming, harassing, or threatening the other party. The parties shall not enter the residence of the other party without permission from that party. Each party is restrained from posting any stories, pictures, or statements about the other party on any social media sites. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his/her best efforts to prevent third parties from such violations.

15. **Former Name.** An order shall enter restoring Katherine to her former name, should she so desire.

16. **Identity.** Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

17. **Execution of Final Documents.** Both parties shall sign and fully execute the final documents that are necessary to implement the provisions of the Decree of Divorce.

18. **Attorney Fees and Costs.** Each party shall assume and pay his/her own costs and attorney fees incurred in this action.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s/ Russell Gray

Russell Gray

Respondent's Attorney

(Signed with by Nathaniel Garrabrandt with permission received via email, 7.27.26)

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Russell Gray

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated July 23, 2026.

BROWN FAMILY LAW, LLC

/s/

Nathaniel Garrabrandt
Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on July 23, 2026 I caused to be served a true and correct copy of the foregoing by email to the following:

Russell Gray
Respondent's Attorneys
rgray@carrwoodall.com

/s/ Nathaniel Garrabrandt

Nathaniel Garrabrandt
Petitioner's Attorney