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IN THE THIRD JUDICIAL DISTRICT COURT OF UTAH
SALT LAKE CITY, SALT LAKE COUNTY

In the matter of the marriage of:	DECREE OF DIVORCE
APRIL DAWN BROOKS	Civil No: 264903117
Petitioner,	Judge: Patricia Kuendig
and	Commissioner: Rene Blocher
GAVIN CHIRSTOPHER BROOKS,	
Respondent.	

The above captioned matter came before the court on Petitioner's Petition for Divorce, filed on June 17, 2026. From the records, files, and papers in the matter, the Court having taken all matters herein under advisement and being fully advised in the premises, and having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED::

MARRIAGE STATUS

1. Petitioner and Respondent were married on or about June 7, 2007 in the state of New York and are presently married.

2. Petitioner and Respondent have been separated since July, 2025.

DIVORCE

3. Petitioner and Respondent have experienced irreconcilable differences in their marriage. As such, Petitioner should be awarded a Decree of Divorce, dissolving the bonds of matrimony pursuant to Utah Code Ann. § 81-4-405.

CHILDREN

4. There are no children born to Petitioner and Respondent as a result of their relationship and none are expected therefore no orders regarding custody or child support are necessary or appropriate.

ALIMONY

5. Petitioner has need for rehabilitative alimony in the amount of \$200 per month which Respondent will pay beginning in February 2026 through December 31, 2026.

6. Petitioner has need for Respondent's assistance with the loan payment associated with the BMW X5. Respondent will pay \$300.00 per month towards the loan until the loan is paid in full. This obligation is deemed spousal support and is enforceable by contempt.

7. Respondent has agreed to expressly waive any claim for alimony from Petitioner now or in the future.

8. Petitioner does not waive alimony except as expressly provided by the stipulated agreement and retains the right to enforce all support obligations as agreed.

BUSINESS PROPERTY

9. Beginning in February 2026 through December 2026, Petitioner will receive \$1,400 per month from Intellisys residual income. Petitioner's payment shall be made prior to

any deductions to Respondent. Any remaining proceeds shall be used to cover GoTime Digital business expenses.

10. The obligation in paragraph 11, is contractual, independent of alimony and enforceable as a money judgment.

11. If GoTime Digital becomes profitable at any time after December 31, 2026, Respondent will pay Petitioner \$1,000 per month as ongoing contractual compensation.

12. Petitioner is not required to perform labor or services. Petitioner will retain no ownership interest. Payments recognize past marital contributions only and this obligation is not contingent upon employment, profitability, or business structure.

1. **BUSINESS DEBTS, TAXES AND INDEMNIFICATION**

13. Respondent shall assume sole responsibility for all debts, obligations, liabilities, taxes, penalties, interest, and losses associated with or arising from the following businesses, whether incurred before, during or after the marriage and includes any personal debts incurred by Petitioner in connection with, for the benefit of, or as a result of the operation, support, funding, or relocations of the listed businesses;

- a. GoTime Transport
- b. GoTime Digital
- c. Maven67
- d. Word Fuel Consulting

14. Respondent shall indemnify, defend, and hold Petitioner harmless from any present or future claims, audits, tax assessments, penalties, interest, collection actions, or lawsuits arising from these businesses or any business-related locations, regardless of whether

such obligations are held in Respondent's name, Petitioner's name or jointly.

15. Respondent shall gather and provide all records required to file business-related tax returns, including records obtained from Randall Guyton, and shall upload such records to a mutually shared folder.

16. Respondent shall pay for all business-related tax preparation costs and his W-2 filing costs. The parties agree to share equally the cost of filing taxes for Maven67 Supplies only.

17. Petitioner is not assuming any business-related tax liability.

18. Beginning February 2026, the costs associated with preparing and filing the federal and state income tax returns shall be shared equally (50/50) between Petitioner and Respondent, unless otherwise expressly agreed in the agreement.

19. If either party is unable to pay his or her portion of the tax preparation expenses at the time payment is due, the other party shall advance the unpaid portion. In such event, the advancing party shall be reimbursed from any tax refund issued, prior to division of the remaining refund.

20. If there is no tax refund by the Internal Revenue Service or applicable taxing authority, that party who did not initially pay his or her share of the expense shall remain personally responsible for reimbursing the advancing party within a reasonable time.

21. Nothing in this section alters the allocation of tax liability or indemnification provisions set forth elsewhere in the agreement.

2. LAWSUIT PROCEEDS

22. Petitioner shall receive 50% of the net proceeds of any lawsuit recovery by Respondent arising during the marriage or separation.

3. **BUSINESS INTERESTS AND MUTAL WAIVER OF CLAIMS**

23. Petitioner expressly waives, releases and relinquishes any and all present or future claims, interests, or rights to income, profits, ownership, distributions, assets, or proceeds of any kind arising from or related to GoTime Motorsports, whether existing now or formed in the future.

24. Respondent will retain GoTime Motorsports as his sole and separate venture, free and clear of any claim by Petitioner. Petitioner shall not seek compensation, reimbursement, accounting, or division of funds related to that venture.

25. Respondent expressly waives, releases, and relinquishes any and all present or future claims, interest, or rights of any kind in or to any business ventures, companies, intellectual property, income profits, distributions, or proceeds created, acquired, or operated by Petitioner after the agreement date.

26. Respondent acknowledges that all such business endeavors of Petitioner shall constitute her sole and sperate property. Respondent shall have no ownership, management, financial, or equitable interest, nor any right to reimbursement, compensation, accounting, or division related thereto.

27. This section is intended to effect a complete and final severance of all present and future business interests between the parties except as expressly provided elsewhere in their agreement.

4. **OTHER DEBTS AND OBLIGATIONS**

28. Respondent will repay loans related to the relocation from Atlanta to Nashville.

29. Petitioner will repay loans related to the relocation from Nashville to Utah.

30. Each party shall maintain separate insurance policies post-divorce.
31. Any payment not made within 10 days of its due date shall accrue interest at 10% per annum, or the maximum rate allowed by Utah law, whichever is less.
32. Any additional personal debt accrued after the date of separation is awarded to the party whose name is on the account.
33. Any other debt that was accrued on behalf of the business is awarded to Respondent. Respondent agrees to indemnify, defend and hold Petitioner harmless with regard to any accrued business debt.

5. **PERSONAL PROPERTY**

34. During the course of the marriage, Petitioner and Respondent acquired certain items of personal property which have already been divided.
35. Petitioner is awarded the BMW X5. Respondent will pay \$300.00 per month towards the monthly payment on behalf of Petitioner.
36. Respondent is awarded the van and is awarded any debt that is attached to this asset.

REAL PROPERTY

37. During the course of the marriage, the parties acquired no Real Property prior to the separation and therefore none should be divided.

6. **TAXES**

38. Any refunds from jointly filed federal or state income tax returns filed before or during the divorce process shall be divided equally (50/50).
39. Any tax refund attributable to tax years prior to 2026 shall be divided equally

(50/50).

40. Joint tax returns shall be filed only by mutual agreement and only if clearly beneficial to both parties.

41. Following the divorce, the parties shall file separately unless otherwise required by law.

7. **REQUEST FOR NON-DISCHARGEABILITY IN BANKRUPTCY**

42. The allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and is considered in the nature of support to the other and the parties shall not be able to discharge the debts in bankruptcy. The parties should understand that this provision does not bind the bankruptcy court.

8. **ATTORNEY FEES AND COURT COSTS**

43. The prevailing party in any enforcement action shall be entitled to recover reasonable attorney's fees, court costs, and enforcement expenses.

9. **SURVIVABILITY OF OBLIGATIONS**

44. All obligations owed by Respondent to Petitioner under the agreement shall survive death, remarriage or cohabitation of Petitioner, and business dissolution or insolvency and shall bind Respondent's estate.

10. **NON-DISTRIBUTION OF INTIMATE MATERIALS**

45. Neither party shall distribute or exploit intimate images or records of the other. Each party shall permanently delete such materials, subject to lawful retention requirements.

11. **COOPERATION**

46. The parties shall cooperate with each other, through counsel and otherwise, to

effect change in titles or property agreed to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every way necessary or property to ensure that the Decree of Divorce is carried out in every detail.

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

DEFAULT

48. In the event either party fails to comply with any of the terms and conditions set forth in the Decree of Divorce, the party in default shall be liable to the other party for all reasonable expenses, including attorney's fees and costs, incurred in enforcing the terms and conditions of the Decree of Divorce.

***** This Decree of Divorce is effective when signed by the Court electronically as indicated at the top of the first page.*****

DATED: July 20, 2026

API Law, PLLC

/s/ Peter H. Robinson
PETER H. ROBINSON
Attorneys for Petitioner