



Jonathan R. Grover (#9384)
EVANS, GROVER & BEINS, P.C.
52 West Main Street
P.O. Box 160
Tremonton, Utah 84337
Tel: (435) 740-8800
Fax: (435) 740-8804
Email: jgrover@egb-law.com

Attorney for Michelle Pinkston

**IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE
STATE OF UTAH, IN AND FOR THE COUNTY OF WEBER**

| | |
|--|---|
| In the matter of the marriage of MICHELLE PINKSTON and JOHN WILLIAM PINKSTON, III | DECREE OF DIVORCE Case Number: 264900436 Judge: Craig Hall Commissioner: Brandon Richards |
|--|---|

This matter is submitted to the Court pursuant to the Verified Stipulation entered into between Petitioner and Respondent. The Court having reviewed the Verified Stipulation, pleadings on file, and having been fully advised in the premises, having established jurisdiction, and having entered its Findings of Fact and Conclusions of Law herein:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

DIVORCE

1. Petitioner shall be granted a Decree of Divorce from Respondent on her Petition based on the grounds of irreconcilable differences, said Decree to become final upon signing by the Court.

CONSENT TO JURISDICTION

2. Petitioner and Respondent verify that they have received a copy of the Verified Petition and Summons.
3. Both parties agree to the terms in the Stipulation, and Respondent consents to the jurisdiction of the above-entitled Court.
4. Respondent waives the time in which to file an answer so that this matter may move forward on terms the parties have agreed to herein.

CHILD CUSTODY AND PARENT TIME

5. The parties have no children born as issue of the marriage and none are expected.

ALIMONY

6. Petitioner is employed full time at Hooper Irrigation Company earning \$31.20 per hour.
7. Respondent is employed full time at the Internal Revenue Service earning \$21.26 per hour.
8. The parties are both gainfully employed and capable of providing for their own needs and well-being.
9. The parties shall have no current or future claim or right to alimony, support, or maintenance and neither shall be awarded to either party from the other party.

DISPOSITION OF REAL PROPERTY

10. The parties have acquired no real property during the marriage.

DISPOSITION OF PERSONAL PROPERTY

11. During the course of the marriage, the parties had joint accounts which have

subsequently been closed. If there exists a joint account, said account shall be closed and any funds therefrom be utilized to pay down marital debt. If no marital debt exists, the parties shall equally divide the remaining balance. The parties have separate financial accounts and those accounts shall be awarded in their entirety to the party whose name they are under.

12. All personal property acquired prior to the marriage by either party shall be awarded to that respective party, as their sole and exclusive property, free from any claim from the other.

13. During the marriage Respondent sold a truck and four-wheeler, and retained the proceeds, which shall be awarded to him and he shall not be required to pay back Petitioner.

14. During the marriage, Respondent additionally transferred \$5,000.00 to an unknown individual in Brazil, which he shall not be required to pay back to Petitioner.

15. Petitioner shall be awarded all personal property presently in her possession, and Petitioner's personal items and effects, including the 2019 Toyota 4Runner.

16. Respondent shall be awarded all personal property presently in his possession, and Respondent's personal items and effects, including the 2019 Toyota Tacoma.

17. All other personal property has already been divided between the parties, and the parties have already perfected the division of their property interests with the Party who has possession of the specific item of personal property being the Party that shall be awarded that specific item of personal property.

DEBTS

18. The parties have acquired various marital debts, which debts shall be paid by the parties as follows:

a. Petitioner shall pay and be solely responsible for the following debts:

- i. Mountain America Credit Union debt secured by the 2019 Toyota 4Runner in the approximate amount of \$37,828.00;
- ii. Chase Credit Card (Disney Visa) in the approximate amount of \$2,900.00;
- iii. Chase Credit Card (Marriott Visa) in the approximate amount of \$5,000.00;
- iv. American First Credit Union (Credit Line) in the approximate amount of \$40.00; and
- v. Capital One (Visa) in the approximate amount of \$0.00.

b. Respondent shall pay and be solely responsible for the following debts:

- i. Capital One Card in the approximate amount of \$3,380.00;
- ii. Citibank Card in the approximate amount of \$7,473.12;
- iii. Personal Loan in the approximate amount of \$7,035.00; and
- iv. Student loans in the approximate amount of \$106,000.00.

19. To the extent that either party has incurred debts, in their separate names after separation, the person incurring the debt shall be solely responsible, and shall indemnify and hold the other party harmless from the same

20. Each party shall pay for the separate medical debt each has incurred if not otherwise specified hereunder.

21. Each party shall notify the respective creditors or obligees regarding the court's division of debts, obligations or liabilities and provide their separate and current addresses in accordance with UCA §15-4-6.5.

HEALTH INSURANCE AND MEDICAL COSTS

22. Petitioner and Respondent shall procure their own health insurance or provide for their own health care costs and hold the other party harmless from any and all liability thereon.

23. If there are any subsequent discovered medical costs or billings unpaid by insurance which were incurred for any party during the marriage, the party who received the medical service or device shall fully pay the same and indemnify the other party therefrom.

INCOME TAXES

24. Petitioner and Respondent shall file separate income tax returns for tax year 2026 and each year thereafter

RETIREMENT

25. During the scope of the parties' marriage, the parties established, either jointly or solely, certain retirement or investment accounts.

26. Each party shall retain their own separate retirement benefits, pensions, and investment accounts each earned during the marriage.

MUTUAL ORDERS OF RESTRAINT

27. The parties shall not harass, annoy, intimidate, stalk, or surveil one another.

PAYMENT OF ATTORNEY'S FEES

28. Except as otherwise specified herein, each party shall be solely responsible for his or her own attorney fees and costs incurred in this matter, with no contribution from the other.

EXECUTION OF ADDITIONAL DOCUMENTS

29. Each party shall act in good faith in signing and delivering to the other party any additional documents, instruments, and writings, including deeds, transfers, assignments, releases, and securities, which may be necessary to enforce or carry out the terms of this agreement.

29. **FULL DISCLOSURE**

30. Both parties entered into the Verified Stipulation based upon full disclosure by each party to the other of all relevant and material information concerning all aspects of this divorce proceeding. Each party warranted and represented to the other that there has been a full and fair disclosure of such information to the best of each party's knowledge.

VOLUNTARY CONTRACT

31. Petitioner and Respondent agree that the various rights and awards granted herein are contractual and based upon the consideration bestowed by each upon the other through the provisions of the Stipulation. In the event either party to defaults on his or her obligations hereunder, the party in default shall be liable to the prevailing party for all reasonable expenses, including attorney's fees and court costs incurred in the enforcement of the obligations created by the Stipulation and the Decree.

-----**END OF ORDER**-----
(Signature by the Court as it appears at the top of the first page)

Approved as to Form:

*/s/ John William Pinkston, III
Electronically signed by Jonathan R.
Grover with the written permission of
John William Pinkston, III*

JOHN WILLIAM PINKSTON, III
Respondent