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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STAT OF UTAH
COUNTY OF WEBER, OGDEN DEPARTMENT

In the Matter of the Marriage of ALICIA COTTAM, Petitioner and JOSEPH MICHAEL COTTAM,	DECREE OF DIVORCE Case No.: 234900192 Judge: Craig Hall Commissioner: Brandon Richards
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WHEREAS, Alicia Cottam having filed a Verified Petition for Decree of Divorce against
Jospheh Michael Cottam who filed an Answer and Counter-Petition;

WHEREAS, the parties, having participated in mediation and having thereafter
negotiated a settlement of the divorce;

**NOW THEREFOR IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
FOLLOWS**

1. **JURISDICTION**: The parties are actual and bona fide residents of Weber County,
State of Utah and/or were for three months preceding the filing of this action [Utah

Code §81-4-402(1)]. Upon information and belief, there are no other proceedings regarding the custody of the child [Utah code §78B-13-205].

2. MARRIAGE: The parties are husband and wife, having been married on the 18th day on November, 1995 in Salt Lake City, Utah.

3. DIVORCE: That the parties are granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

4. GROUNDS: During the course of the marriage irreconcilable differences have arisen that render it necessary to dissolve the marriage.

5. PRE-DIVORCE REQUIREMENTS: The parties have fulfilled all pre-divorce requirements.

6. CHILDREN, CUSTODY AND PARENT-TIME: While the parties have adult children, there are no unemancipated, minor children.

7. HEALTH INSURANCE: Each party shall be solely responsible for their own health insurance.

8. REAL PROPERTY: During the course of the marriage the parties acquired a home and real property located at 3654 North 600 West, Pleasant view, Utah. As set forth below, Petitioner is awarded sole ownership, equity, and possession of this real property which, as set forth below, will be awarded free and clear of the HELOC and free and clear of any personal debt, lien, or obligation which the Respondent has incurred since their separation date.

9. BUSINESSES: During the course of the marriage the parties may have acquired the following businesses:

- a. Bella's Fresh Mexican Grill, Inc.
- b. Cottam Family, LLC
- c. Cottam Enterprises, LLC
- d. Cottam Wellness, LLC
- e. Bio Balance Meals
- f. Bouncing Around Utah
- g. Artistic Rentals
- h. Gamerzzbox
- i. Utah Back Yard Cinema
- j. Picnic Perfect
- k. OpusProductions
- l. Doterra.

Petitioner has released any and all claim she may have in these businesses. Therefore, Respondent is awarded full ownership of each of these business interests consistent with the terms of this Decree. Respondent shall be entitled to all income, revenues, and other benefits associated with the ownership of these businesses which Petitioner could have claimed if retained ownership and control. This entitlement shall retroactively commence as of the date of separation except as to the Doterra income to which Respondent shall only be entitled to future income upon the payment to be made under paragraph 11

above. Respondent releases any claim to Doterra income which Petitioner received prior to the date his entitlement is triggered under this Decree. Accordingly, as the party retrospectively entitled to the business income from these businesses, the Respondent shall be solely responsible for, and shall timely pay when due or immediately if past due, all federal, state, and local income tax liabilities of any kind—including but not limited to taxes, penalties, interest, additions to tax, and self-employment taxes regardless of when assessed. This obligation specifically includes any and all taxes (whether pass-through to either party or otherwise) attributable to income, gains, losses, deductions, or credits from the businesses and business interests awarded to him in this Decree, including but not limited to any S corporation under IRC §§ 1362, 1363, and 1366 (Form 1120-S) and any entity taxed as a partnership under IRC §§ 701, 702, and 704 (Form 1065 or Form 8832/2553). Respondent shall indemnify, defend and hold Petitioner completely harmless from any such tax liabilities. If Petitioner is required to defend herself, she may select her own representation and request reimbursement from the Respondent. If Petitioner is required to pay any portion of these taxes (by IRS levy, offset, garnishment, or otherwise), Respondent shall immediately reimburse Petitioner the full amount paid plus reasonable attorney fees, costs, and interest at the statutory rate. Respondent shall also be responsible for any tax deficiencies, audits, amended returns, or reassessments related to the businesses or marital-period income. Finally, Respondent assumes all debts, obligations, and duties associated with the ownership of these businesses and releases Petitioner of

the same and shall fully indemnify and hold Petitioner completely harmless from all liabilities associated with the businesses.

10. PROPERTY EQUALIZATION PAYMENT IN LIEU OF ALIMONY: In exchange for releasing any claim of ownership to any of the businesses identified in the paragraph 9 of this Decree, and in exchange for waiving any right to alimony, as a lump-sum property equalization payment incident to the divorce and pursuant to IRC § 1041, Respondent shall pay Petitioner the sum of **Two Hundred Thousand Dollars (\$200,000.00)**. This payment shall be made within 120 days of the date of this Agreement and shall not be dischargeable in bankruptcy as Petitioner is waiving claims to spousal support and alimony in consideration of this payment. The payment is non-taxable to Petitioner and non-deductible by Respondent. The marital residence located at 3654 North 600 West, Pleasant View, Utah, together with all right, title, and interest therein, is hereby awarded to Petitioner as her sole and separate property pursuant to IRC § 1041. Respondent shall execute a quitclaim deed conveying his interest to Petitioner within 30 days of entry of this Decree. Petitioner shall assume and be solely responsible for the property taxes, insurance, and all other expenses related to the home after the date of transfer unless otherwise stated in this Agreement. This transfer is non-taxable to either party, and Petitioner shall receive Respondent's adjusted basis in the property. This combined payment, along with the allocations of martial property as set forth above, shall fully resolve the parties' dispute regarding the division of marital assets.

11. PERSONAL PROPERTY: During the course of the marriage the parties acquired various items of personal property. The parties will receive as their division of the personal property within the marital estate all personal property that they currently have in their possession as of the date of the Settlement Agreement. The parties have timeshare rights through Hilton Grand Vacation Timeshares. Respondent is awarded this interest and shall be responsible for all financial obligations associated with this assets, regardless of when it was incurred or assessed. The parties release each other of any claims to any personal property that is in the possession of the other, including the timeshare interest; however, if necessary, the parties agree to execute any document or take any action necessary to assist the other in perfecting titles as may be required, prudent, or mandated.

12. BANK ACCOUNTS AND FINANCIAL ASSETS: During the course of the marriage the parties acquired various bank accounts and other financial assets. The parties are each entitled to their own personal accounts which are in their own legal names as of the date of the Settlement Agreement. All interests in business accounts associated with the business identified above are to be transferred with the business interests to Respondent.

13. DEBTS: The parties currently have a HELOC through America First Credit Union with an approximate balance of \$55,000.00. Respondent shall pay off the HELOC in full within 60 days from the execution of this Agreement. The Petitioner shall be released under Utah Code §81-3-105 of any personal liability or obligations

for the HELOC and all other marital debts which (including all debts associated with the businesses as identified above), are to become the obligations of the Respondent. Likewise, the Respondent shall be released under Utah Code §81-3-105 of any personal liability or obligations of any marital debts which are to become the obligations of the Petitioner. Both parties will execute any document or take any action necessary to facilitate the release of the other and the personal assumption of their obligations for any debts that this Agreement assigns liability.

14. RETIREMENT: The parties to not have any retirement assets that are divisible marital property.

15. ALIMONY: Neither party is awarded alimony and both parties waive any right to seek future alimony or adjustments to the lack of an alimony award.

16. MAIDEN NAME: Petitioner pay petition the Court for permission to change her name to her maiden name of Muniz.

17. ATTORNEY FEES: Both parties have incurred attorney's fees through the divorce proceeding and both parties shall be solely responsible for those fees. To the extent that either party is required to incur attorney's fees in enforcing this Decree or the Settlement Agreement against the other, that party shall be entitled to a reasonable reimbursement of the attorney's fees and costs, including litigation, mediation, and arbitration costs, incurred.

End of Order

The Court's electronic signature and seal will appear at the top of the first page.

DATED this 10th day of June, 2026.

FROERER & MILES, P.C.

/s/ Zane S. Froerer

Zane S. Froerer

Attorney for Petitioner

APPROVED AS TO FORM AND CONTENT:

/s/ Justin Berube

Justin Berube

Attorney for Respondent

Signed electronically with permission
given via email on 5/21/2026

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of June, 2026, I sent a true and correct copy of the forgoing Decree of Divorce to the attorneys of record via e-filing.

/s/ Pamela S. Carson
Pamela S. Carson
Paralegal