The Order of the Court is stated below:
Dated: October 09, 2026 11:11:47 AM
/s/ H. CRAIG HALL
District Court Judge

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Licensed Paralegal Practitioner for David D'Layne James

IN THE SECOND DISTRICT COURT OF UTAH
JUDICIAL DISTRICT, WEBER COUNTY

In the Matter of the Marriage of:	**DECREE OF DIVORCE**
DAVID D'LAYNE JAMES, Petitioner, and JOANNE MARIE JAMES, Respondent.	Case No. 264901043 Judge: Craig Hall Commissioner: Brandon Richards

This divorce action is before the Court on David's Petition for Divorce. The Court having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, adjudges and decrees as follows:

1. DIVORCE: David shall be granted a divorce based upon the grounds of irreconcilable differences.

2. JURISDICTION: David is a residence of Weber County and has resided in Weber County for at least three months immediately before filing this case.

3. MARRIAGE: David and Joanne were married on April 20, 2019, in San Diego, California, and are currently married.

4. NO MINOR CHILDREN: The parties do not have any minor children and none are expected.

5. ALIMONY: David shall pay Joanne alimony in the amount of $200 per month for a period of three years and six months. Alimony shall begin the month following the entry of the Decree of Divorce.

6. David's alimony obligation will end:

a. After three years and six months has lapsed, from the entry of the Decree of Divorce;

b. if Joanne remarries;

c. if Joanne dies; or

d. if Joanne cohabitates. Cohabitation must be proven in Court before David stops paying alimony.

7. BUSINESSES: David owns a business called DJ Pharmaceutical Consulting. David shall be awarded all interests in the businesses without any claim by Joanne.

8. PERSONAL PROPERTY: Each party shall be granted his or her personal effects and personal items of property. If the parties are unable to agree, they shall attend a session of mediation. If the parties are unable to agree in mediation, either party may bring the issue before the Court after attempting in good faith to mediate the issue.

9. Joanne shall be awarded the Create Room hutch.

10. VEHICLES: David shall be awarded the 2025 Chevrolet Silverado and 1996 Larson boat. David shall be responsible for any debts associated with the vehicles. Joanne shall be awarded the 2026 Kia Sportage. Joanne shall be responsible for any debts associated with her vehicle.

11. TAXES: Beginning in the tax year of 2026, and every year thereafter, both parties shall file their own separate tax returns.

12. INSURANCE: Upon entry of the Decree of Divorce, both parties shall maintain and be solely responsible for their own health insurance.

13. FINANCIAL ACCOUNTS: Both parties shall be awarded their own financial accounts in their own names.

14. David shall be awarded the parties' joint Wells Fargo account and his individual Wells Fargo account. David shall also be awarded his America First Credit Union account, Sofi account, and Madson money account. Joanne shall be awarded any and all other accounts that are in her name solely.

15. BUSINESS INTERESTS: Joanne shall be awarded her business by the name of Nona's Sweet Treats without any claim by David. This includes all business assets and supplies. David shall not be held liable for any business-related debts.

16. RETIREMENT: Both parties shall be awarded their own individual retirement accounts without any claim by the other party.

17. REAL PROPERTY: The parties acquired a parcel of real property during the marriage located at 5293 West 3625 South, Hooper, Utah 84315.

18. David shall be awarded the property subject to Joanne's equitable interest. An appraisal has been completed and the parties agree that both parties are entitled to half of the net equity in the home of $176,500.

19. David shall either assume the mortgage or refinance the property into his name solely within six months from the Decree of Divorce being entered. Upon assumption or refinance, Joanne shall be awarded half of the total net equity of the property by David in the amount of $176,500. Joanne shall then sign a Quit Claim Deed, transferring her interest in the property to David.

20. While Joanne is still living in the marital home, both parties shall pay for half the mortgage and utilities.

21. Joanne shall vacate the property within ninety (90) days from the date the Decree of Divorce is entered. Joanne shall provide David thirty (30) days' notice of her move out date.

22. Should David be unable to assume the mortgage or refinance the property and pay Joanne her portion of the net equity within six months from when the Decree of Divorce is entered, the property shall be placed/listed for sale with a mutually selected and agreed upon relator. Both parties must mutually agree to the listing price. All offers and/or counteroffers must be agreed upon by both parties in writing prior to being made to a potential buyer. No offer or counteroffer may be accepted without the prior written approval of both parties.

23. Both parties should exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.

24. Upon the sale of the property, the sale proceeds should be used to pay the costs of the sale, including closing costs and commissions and any outstanding balances or liens.

25. Once the sale costs are paid, the parties should divide the net sale proceeds as follows: Joanne should receive 50% of the proceeds and David should receive 50% of the proceeds.

26. DEBTS: Each party shall be responsible for their own debts in their own names.

27. If either party incurs debts after the parties' separation, each party shall be responsible for their own debt.

28. The parties represent that all known debts and liabilities have been disclosed. Any debt or financial obligation discovered after entry of the Decree that was not disclosed during these proceedings shall be the sole responsibility of the party who incurred, created, authorized, or benefited from the debt, regardless of whether the debt is held individually or jointly. That party shall indemnify

and hold the other party harmless from any liability, collection efforts, attorney fees, costs, or damages associated with the undisclosed debt.

29. PROVISIONS ON CIVIL COMMUNICATION AND RESPECTFUL CONDUCT:

a. Civil and Respectful Communication

i. Each party agrees to communicate with the other in a civil, courteous, and respectful manner. Harassment, insults, name-calling, threats, or any form of abusive or aggressive language, whether direct or implied, are strictly prohibited.

b. Permitted Method of Communication

i. Communication between the parties shall occur only by text message or an app to monitor communication if the parties can not remain civil. Phone calls, social media messaging, or third-party communication are not permitted unless specifically agreed upon.

c. Communication Hours

i. Text communication shall be limited to 7:00 a.m. to 10:00 p.m. Mountain Time, Monday through Friday. Messages sent outside these hours are not required to be read or responded to until the next business day. Because there are no minor children involved, there are no circumstances that qualify as an emergency requiring communication outside these hours.

d. Purpose of Communication

i. All communication shall be limited to necessary logistical or case-related matters. Personal commentary, accusations, or discussions unrelated to the purpose of the agreement are not permitted.

e. Response Expectations

i. Each party shall make reasonable efforts to respond to necessary communications within 48 hours, excluding weekends and holidays. No party is required to respond immediately or engage in prolonged or repetitive messaging.

f. No Excessive Messaging

i. Neither party shall send excessive, repetitive, or harassing messages. If a party has communicated their position or provided requested information, the other party shall not continue to message on the same topic in a confrontational or pressuring manner.

g. Preservation of Messages

i. Both parties agree to preserve all text communications until the Decree of Divorce is signed. Deleting or altering messages prior to that date is prohibited if the communication guidelines are part of a court-related matter.

h. Violations

i. If either party violates these communication provisions, the other party may:

1) Limit communication to essential matters only,

2) Request written clarification or boundaries, or

3) Seek further relief or modification through appropriate legal channels.

30. NAME CHANGE: Joanne may have her name changed to her maiden name of "Petitta" should she desire to do so.

31. ATTORNEY'S FEES: Each party shall be responsible for their own attorney's fees and costs associated with this action.

32. DUTY TO SIGN DOCUMENTS: The parties will sign all documents necessary to comply with the Decree of Divorce within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the Court to appoint someone to sign the document.

33. David and Joanne ask that they be granted a Decree of Divorce pursuant to the terms of the amended stipulation, and for such other relief as the court deems equitable and just.

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

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Electronic Signature shall appear at the top of the first page of this document.

Approved as to form:

/s/ Joanne Marie James
JOANNE MARIE JAMES
Respondent
Electronically signed with permission on 10/6/26

CERTIFICATE OF SERVICE

I hereby certify that I did cause to be delivered by efiling and emailing a true and correct copy, and therefore served a true and correct copy of the foregoing, ***Decree of Divorce*** this 5th day of October, 2026, to the following:

Joanne Marie James
Email: 2dmnmluvr@gmail.com

/s/ Bonnie Morriss
Licensed Paralegal Practitioner