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IN THE THIRD JUDICIAL DISTRICT COURT, IN AND FOR
WEST JORDAN DIVISION, SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF
KRISTIE GOUGH,
Petitioner,

**SUPPLEMENTAL DECREE OF
DIVORCE**

and

TREVOR GOUGH,
Respondent.

Discovery Tier _____
Civil No. 214901329
Judge Johnson
Commissioner Tack

This matter comes before the Court for entry of a Supplemental Decree of Divorce. The parties to the above-entitled action entered into a Stipulation and Settlement Agreement (“Stipulation”) on May 2, 2023 during a Judicial Settlement Conference with Judge William Kendall. The Court, having reviewed the parties’ Stipulation, and based on its Supplemental Findings of Fact and Conclusions of Law,

HEREBY ORDERS, ADJUDGES AND DECREES:

1. The Court previously entered a bifurcated Decree of Divorce on February 28, 2022.
2. There have been no children born as a result of the parties' marriage.

REAL PROPERTY

3. During the course of the marriage, the parties acquired real property located at 12075 S. Draper Ridge Drive, Draper, Utah 84020 (“Property”). The Respondent is awarded the exclusive use and possession of the Property and is solely responsible for all debts associated with the

Property including mortgage payments, utilities, and other related expenses.

4. The Respondent will pay Petitioner \$30,000 to satisfy any claim of equity in the home within sixty (60) days of entry of the Decree. In the event the Respondent does not pay Petitioner her share of the equity within sixty (60) days of entry of the Decree, then the Property will be sold within one hundred and twenty (120) days of entry of the Decree, and Petitioner will receive the first \$30,000 of proceeds from the home, with the remaining equity paid to Respondent.

PERSONAL PROPERTY

5. During the course of the marriage, the parties acquired personal property that is divided as follows:
- a. Petitioner: 2007 Toyota Camry, and her individual personal and business financial accounts.
 - b. Respondent: 2016 Chevrolet truck, 2021 GMC truck, Toyota Rav 4, 2014 Kubota Mini Excavator, 2014 Kubota skid loader, 2006 Reed B50 concrete pump, plaster pump, various other equipment, and his individual personal and business financial accounts.
 - c. Any property and all associated loans, liabilities, and/or encumbrances not listed above is/are awarded to the party currently in possession of it.
6. Upon entry of the parties' Decree of Divorce, the parties will execute all documents necessary to transfer any awarded property into the other party's name within thirty (30) days of entry of the parties' Decree of Divorce.
7. Each party will remove the other party's name from any current vehicle insurance policy

within one (1) week of entry of the parties' Decree of Divorce (if any such policy exists).

8. Each party will remove the other party's name from any current vehicle's title, loan, liabilities, and/or encumbrance within thirty (30) days of entry of the parties' Decree of Divorce.

9. All property and all property rights which may be vested in either party as a result of family inheritance, gifts, trusts, or similar sources must be awarded to the party from whose family/parents it came.

10. If any personal property disputes arise after the parties' Decree of Divorce, has been entered, the parties will participate in mediation within ninety (90) days of the dispute arising to come to a resolution between them regarding the division of the disputed property before bringing this matter before the Court. The party who brings forth the dispute must pay all associated costs.

DEBTS AND OBLIGATIONS

11. During the course of the marriage, the parties jointly acquired debts, liabilities, encumbrances, and obligations to third parties that are divided as such:

a. The Petitioner:

i. Any debts in her name that she has incurred since separation.

b. The Respondent

i. All other debt, including but not limited to the parties' LoanMe business loan, AMZ business loan, HELOC Loan, \$155,000 loan, and liability, or encumbrances in his name or that of the businesses.

1. The Respondent will take any and all actions necessary to remove the Petitioner's name from any legal liability

concerning his debts, liabilities, encumbrances, and obligations within sixty (60) days of entry of the parties' Divorce Decree. The Petitioner will cooperate by executing any documents required to facilitate these changes.

12. The responsible party must indemnify and hold the non-responsible party harmless on any debt, liability, or obligation associated with all debts and obligations listed herein, as well as any others known and unknown.
13. The parties are mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

NOTICE TO CREDITORS

14. Pursuant to Utah Code Ann §§15-4-6.5, 30-2-5, and 30-3-5(1)(c) (1953 as amended), the parties must provide a copy of the parties' Decree of Divorce to all joint creditors involved in any outstanding debts, obligations, or liabilities listed therein.

15. Therefore, each party must:
 - a. Send a copy of the parties' Decree of Divorce as soon as possible to each creditor he/she is not required to pay;
 - b. Notify the joint creditor of the current address for each party.
 - c. Inform the joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt

unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

d. Provide written proof of the above actions for each account in question to the other party within sixty days of the parties' Decree of Divorce being entered.

BUSINESS

16. Respondent is awarded 100% ownership of the parties' businesses: Aspire Civil Construction, Aspire Pools and Design, and New Horizon Pools.

17. Respondent releases and indemnifies Petitioner of any and all liability, debt, obligation, encumbrance, and/or duty to the businesses, and must take any and all actions necessary to remove Petitioner, from any duties or obligations relating to said businesses) within sixty (60) days of entry of the parties' Divorce Decree. Petitioner will execute any documents required by the State of Utah to facilitate these changes.

ALIMONY

18. The parties are both physically capable of supporting themselves, and alimony is not awarded to either party.

STOCKS, BONDS, RETIREMENT, AND PENSION-RELATED ASSETS

19. The parties will each take as their sole and separate property any stocks, bonds, cryptocurrencies, mutual funds, life insurance policies, retirement accounts, or other pension-related assets if any, free of any claim from the other.

HEALTH INSURANCE

20. Each party is responsible for his or her own health insurance.

LIFE INSURANCE

21. If either party owns a life insurance policy or an annuity contract, pursuant to Utah Code Ann. §30-3-5(3)(e), the Court acknowledges that the owner of the policy (a) has reviewed and updated, where appropriate, the list of beneficiaries; (b) has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and (c) understands that if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract.

TAX FILING

22. Unless already completed, the parties will immediately file State and Federal taxes for any and all previous tax years up to and including 2021 as “married filing separately.” Any and all business tax liabilities must be paid in full by the Respondent. Thereafter, the parties will file separately.

ATTORNEY’S FEES AND COSTS

23. Each party is responsible for their or their own attorney’s fees incurred during these divorce proceedings.

DEFAULT

24. In the event either party fails to comply with any of the terms and conditions set forth in the parties’ Decree of Divorce, it is fair and reasonable that the party in default be liable to the other party for all reasonable expenses that they incur (including but not limited to attorney fees),

in order to enforce said terms and conditions.

MISCELLANEOUS PROVISIONS

25. The parties' certified contempt issues are dismissed with prejudice. Neither party will go to the other's home for any reason. The parties are restrained from going to the other party's place of employment. Neither party will, through electronic or other means, disturb the peace of, harass, or intimidate the other party. Neither party will use the other party's name, likeness, image, or identification to obtain credit, open an account for service, or obtain a service.

26. Neither party (i) shall make any negative or disparaging comments about the other to any third party; or, (ii) take any action which is intended or would reasonably be expected to harm the personal or professional reputation of the other party, or which would reasonably be expected to lead to unfavorable publicity for the other party, or which would reasonably be expected to interfere with or adversely impact the other party's employment or business interests.

27. Both parties will remove social media posts that directly discuss the other party or the parties' relationship.

28. Both parties are ordered to take any action and to execute and deliver to the other party all documents required to implement the provisions of the parties' Decree of Divorce entered by the Court. Should either party fail to execute a required document within 60 days of the entry of the parties' Decree of Divorce, the other party may bring a Motion to Enforce to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

29. Petitioner must be entitled to resume use of their maiden name of Lunt.

30. Prior to the filing of any Petition to change any provision of the parties' Decree of Divorce resulting from the stipulation, the parties shall attempt to resolve the issue(s) first through mediation.

IT IS SO ORDERED

** In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this document does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this document. **

Approved as to form:

/s/ Micah Scholes

Micah Scholes

Attorney for Petitioner

Signed by Kristin Jacobs with permission given via email on 6/8/23

CERTIFICATE OF SERVICE

I hereby certify that I caused to be delivered, a true and correct copy of the foregoing document to the following on the 8th day of June, 2023, by the method of service indicated:

Micah Scholes	<input type="checkbox"/>	Hand Delivery
	<input type="checkbox"/>	U.S. Mail
	<input type="checkbox"/>	Facsimile
	<input checked="" type="checkbox"/>	Electronic Filing Account (eFiler)
	<input type="checkbox"/>	Email
	<input type="checkbox"/>	Rule 5(b)(A)(vi)
	<input type="checkbox"/>	Rule 5(b)(A)(vii)

/s/ Kristin J. Jacobs