

Name: Ryan Marshall Pitt
Mailing Address: 1842 N Main St, Centerville, UT, 84014
Phone: 801-361-7848
Pro Se: I am the Petitioner

IN THE 2 JUDICIAL DISTRICT COURT
OF DAVIS COUNTY, STATE OF UTAH

Ryan Marshall Pitt
Petitioner

Vs.

Jennifer Ann Pitt
Respondent

And in the interests of (minor children)

DECREE OF DIVORCE
AND JUDGMENT

Case No. 234701914

Judge: DiReda

Matthias Samuel Pitt (Age: 16)

This divorce action is before the court on Ryan Marshall Pitt's VERIFIED 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:

DIVORCE

1. Ryan Marshall Pitt is granted a divorce based on his Affidavit of Jurisdiction and Grounds, the divorce to become final upon entry.

PERSONAL PROPERTY AND DEBT

2. As of October 15, 2023, the parties have each possessed his and her marital and non-marital property and have been responsible for the marital and non-marital (separate) debt that will be described below.

The following marital property shall be the sole and separate property of Ryan Marshall Pitt, the Petitioner, and Jennifer Ann Pitt, the Respondent transfers and quitclaims any interest that she may have in this marital property to the Petitioner:

Mazda 6 2010
Main Plex computer, DVDs, Blurays
2 HomePod mini's

Downstairs day bed

1 spare bedroom desk and mattress/bed frame (1 of 2)

Half of all photos currently on walls in home (second preference)

TCL 72" TV (basement)

TCL 42" TV (master bedroom)

*NOTE: Any items not listed will be the property of Jennifer Pitt (wife) and will be retained, or sold, or gifted at her sole discretion.

The following marital property shall be the sole and separate property of Jennifer Ann Pitt, the Respondent, and Ryan Marshall Pitt, the Petitioner transfers and quitclaims any interest that he may have in this marital property to the Respondent:

Toyota Sienna 2012

Honda Accord 2008

All pieces of art (paintings, Willow Tree figurines)

First right to all books

All holiday decorations

Teacup collection

Half of the card/board games

Piano

All items currently in Master bedroom (including bed, clothing, cabinet, sofa chair, night stands, etc) minus 42" TCL TV

All items currently in Jenn's office (including 43" LG TV, day bed, desk, etc)

1 spare bedroom desk and mattress/bed frame (1 of 2)

All miscellaneous wall/table decor

Half of all photos currently on walls in home (first preference)

Coffee table

Lamps in main level family room

LG 65" TV (main level fam room)

Patio furniture

All HomePod Mini's (except for two)

Any major appliances not wanted by new home owner

Recliner chairs in living room

1/2 kitchenware (pots, pans, utensils, etc)

Bar chairs

*NOTE: Any items not listed will be the property of Jennifer Pitt (wife) and will be retained, or sold, or gifted at her sole discretion.

Ryan Marshall Pitt, the Petitioner, shall pay and indemnify and hold Jennifer Ann Pitt, the Respondent, harmless from the following marital debts:

50% of USAA Credit Card, \$13,000 of \$26,000

50% of AFCU HELOC, \$40,000 of \$80,000

50% of CITI Credit Card, \$4,500 of \$9,000

50% of ULTA Credit Card \$1,500 of \$3,000

50% of Apple Credit Card \$2,350 of \$4,700

50% of NBT Credit Card \$3,750 of \$7,500

50% of KEY Credit Card \$2,128 of \$4,256

50% of Pitt Loan \$5,000 of \$10,000

50% of 401K Loans \$15,120 of \$30,240

50% of WGU Tuition Costs (\$11,000 of \$22,000)

50% of all outstanding medical bills (amount not yet determined)

Jennifer Ann Pitt, the Respondent, shall pay and indemnify and hold Ryan Marshall Pitt, the Petitioner, harmless from the following marital debts:

50% of USAA Credit Card, \$13,000 of \$26,000
50% of AFCU HELOC, \$40,000 of \$80,000
50% of CITI Credit Card, \$4,500 of \$9,000
50% of ULTA Credit Card \$1,500 of \$3,000
50% of Apple Credit Card \$2,350 of \$4,700
50% of NBT Credit Card \$3,750 of \$7,500
50% of KEY Credit Card \$2,128 of \$4,256
50% of Pitt Loan \$5,000 of \$10,000
50% of 401K Loans \$15,120 of \$30,240
50% of WGU Tuition Costs (\$11,000 of \$22,000)
50% of all outstanding medical bills (amount not yet determined)

The following non-marital (separate) property shall be the sole and separate property of Ryan Marshall Pitt, the Petitioner, and Jennifer Ann Pitt, the Respondent transfers and quitclaims any interest that she may have in this non-marital (separate) property to the Petitioner:

None

The following non-marital (separate) property shall be the sole and separate property of Jennifer Ann Pitt, the Respondent, and Ryan Marshall Pitt, the Petitioner transfers and quitclaims any interest that he may have in this non-marital (separate) property to the Respondent:

None

Ryan Marshall Pitt, the Petitioner, shall pay and indemnify and hold Jennifer Ann Pitt, the Respondent, harmless from the following non-marital (separate) debts:

None

Jennifer Ann Pitt, the Respondent, shall pay and indemnify and hold Ryan Marshall Pitt, the Petitioner, harmless from the following non-marital (separate) debts:

None

The parties, as of the date of this agreement, they do not possess any property or interests in property other than the items listed in this Decree of Divorce and Judgment; and that the items set forth and listed in the Decree of Divorce and Judgment constitute full and complete disclosure.

In addition to the items listed this Decree of Divorce and Judgment, if any undisclosed property or interests in property is discovered subsequently, and a court of competent jurisdiction determines it to be marital or community property of the parties, such discovery and determination shall not invalidate this Decree of Divorce and Judgment but, the property or the interest in it shall at the election of the discovering party (i) be divided equally or equitably in kind or (ii) be accounted for by the party in possession

who may pay to the discovering party a sum of money to offset an equal or equitable portion.

Except for the debts and obligations set forth and listed above, each has not incurred any other outstanding debt or obligation on which the other may become liable, nor has either party incurred any obligation that could henceforth be enforced against any asset held or received pursuant to this Decree of Divorce and Judgment.

In the event that any outstanding debt or obligation of any kind has been incurred by either party, other than those listed above (and is hereafter asserted against the other), the party actually incurring the debt or obligation shall assume and be solely responsible for paying it and shall hold the other party harmless from all claims with respect to the debts, obligations, and expenses with respect to those debts.

In the event that the other party becomes a debtor in any bankruptcy or financial reorganization proceeding of any kind while this agreement is in effect, that debtor party waives any and all rights to any property held by the other party which is in fulfillment of this agreement. The debtor party will also convey to the other party that the bankruptcy or financial reorganization proceeding is going to take place.

The credit history established by the parties during their marriage shall be deemed to have the credit history of both parties, not withstanding ordinary practices of creditors and credit reporting agencies that may have reported such credit history in the name of one party. Both parties agree to cooperate and execute any documents as may be required to enable each other to provide to prospective creditors the full credit history of the parties that was established during the marriage.

The parties shall not charge or incur or cause to be incurred any liability or obligations based on the credit or name of the other. Each of the parties shall do whatever is necessary to close immediately all joint accounts.

The parties each forever waive any right to inherit from the other and the right to receive any property on the death of the other, except as a beneficiary of any life insurance policy, by reason of a will, codicil, or republication of will by the other party executed subsequent to the date of this Decree of Divorce and Judgment.

The parties each waives all right to act as administrator of the other party's estate and all right to request or petition for the appointment of any person to serve as such representative or to act as the executor of the other's will, unless expressly named in a will, codicil, or republication of will by the other party executed subsequent to the date of this Decree of Divorce and Judgment.

REAL PROPERTY

3. There is a marital home of this marriage located at:
1842 N Main St, Centerville, Utah 84014,
with a legal description of: Home located on LOT 4, 1872 NORTH MAIN SUBDIVISION.
CONT. 0.26000 ACRES.

The real estate shall be listed or made available for sale at current market price of \$779,000.00.

The provisions pertaining to payments of rehabilitative spousal maintenance shall not be subject to modification by any order or judgment of any court, and neither party shall request or apply for a modification at anytime or under any circumstances to any court.

The Respondent shall Petitioner make payments to him/her as set forth on the understanding that the Petitioner will have the right to deduct the entire amount of the payments from his/her federal, state and local income tax returns for all years in which the payments are made.

The Respondent shall record all payments received by Petitioner as gross income by Respondent in all federal, state and local income tax returns filed for the years that such payments are received.

The parties both shall be responsible for his and her own health and medical insurance coverage.

RETIREMENT MONEY - PENSION PLANS

5. The marital portion of all present pension benefits, retirement funds, 401k's, profit sharing plans and accounts of the like will be addressed as follows:

The parties shall divide only the following account as follows:

The Respondent shall be entitled to 50% of the financial account titled: IBM 401K Plus Plan with an account number of Unknown.

The parties shall instruct the administrators and the trustees of the IBM 401K Plus Plan account number Unknown, to take all actions necessary to carry out the terms of this agreement. The parties agree to cooperate with one another to ensure that this domestic relations order, or order of the like, is drafted and submitted to the court and the account administrator for approval. Any payment made out of the above mentioned account will be executed only by drafting and submitting the appropriate domestic relations order, or order of the like, to the judge and/or account administrator for approval and execution.

The parties each waive all present and future claims to the other's pension benefits, retirement funds, 401k's, profit sharing plans and account of the like other than the account mentioned above.

PREGNANCY

6. The Respondent is not currently pregnant.

CHILDREN

7. There is one (1) child born, or legally adopted of the marriage under the age of eighteen (18).

Utah has jurisdiction over the custody and parent-time issues in this case. The statute for jurisdiction in Utah is : The Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) Utah Code Section 78B-13-101 et seq. The sections under which Utah has custody are Utah Code Section 78B-13-102(7) and/or this case meets the criteria under Utah Code Section 78B-13-201(1), 207, and 208. The information regarding the current and past residences of the child(ren) is referenced in the attached Affidavit Regarding the Children.

In the event that the parties cannot promptly agree on the actual sale price, any other terms for listing, on terms of any subsequent modification of those terms, on acceptance or counter offer, or any offer received, either party may apply to the court for a resolution of the dispute.

Upon the completion of any escrow for sale of the real estate, the net proceeds or losses of this sale after deduction of all expenses, taxes, liens and mortgages will be divided as follows:

Petitioner shall receive 50% from the gains of the sale of the said real estate. Should the sale of this real estate result in a net loss, the Petitioner will be obligated to pay 50% of the debt accrued from the sale.

Respondent shall receive 50% from the gains of the sale of the said real estate. Should the sale of this real estate result in a net loss, the Respondent will be obligated to pay 50% of the debt accrued from the sale.

"Net Proceeds or Losses" from escrow designates all proceeds or losses received by the parties upon close of escrow for sale of the real estate after satisfaction in full of all encumbrances and after deductions of all fees, costs, and expenses incident of sale, including, without limitation, all real estate broker's fees, transfer taxes, and attorney's fees in connection with the sale.

During the period from this date until close of escrow for sale of the real estate, both Respondent and Petitioner shall be entitled to use and have possession of the real estate as a principal residence subject to each party being entitled to reasonable ingress and egress.

If major repairs are required to the real estate prior to close of escrow of sale, the parties each shall be obligated to pay one-half (50%) of the costs of any repairs, taxes, mortgages, and insurances associated with the real estate. Major repairs are defined as those in excess of \$300.00. Except in case of emergency, major repairs shall be made by the agreement of the parties.

ALIMONY

4. The Petitioner shall pay to Respondent for rehabilitative spousal maintenance, the sum of \$988.00 per month payable in advance on the first (1st) day of each month commencing on June 01, 2024 and continuing thereafter until the earliest of the following events (i) death of either party, (ii) remarriage of , (iii) the cohabitation by the Respondent with a person of the opposite sex in a relationship similar to a husband-wife relationship for 90 continuous or noncontinuous days in a 12 month period , (iiii) a duration of Until remarriage or death. Amount to decrease if spouse's income increases by any means (by the amount of increase). Note that Child Support (including half of medical premium) is paid separately. has pasted since the first payment was made.

Due to the short length of the alimony/spousal support payment term and the amount of which is to be paid that having the Petitioner take out a term life insurance policy with the Respondent as the sole beneficiary, in order to help secure the Respondent 's financial future should the Petitioner pre-decease the last alimony/spousal support payment, would not be necessary.

who may pay to the discovering party a sum of money to offset an equal or equitable portion.

Except for the debts and obligations set forth and listed above, each has not incurred any other outstanding debt or obligation on which the other may become liable, nor has either party incurred any obligation that could henceforth be enforced against any asset held or received pursuant to this Decree of Divorce and Judgment.

In the event that any outstanding debt or obligation of any kind has been incurred by either party, other than those listed above (and is hereafter asserted against the other), the party actually incurring the debt or obligation shall assume and be solely responsible for paying it and shall hold the other party harmless from all claims with respect to the debts, obligations, and expenses with respect to those debts.

In the event that the other party becomes a debtor in any bankruptcy or financial reorganization proceeding of any kind while this agreement is in effect, that debtor party waives any and all rights to any property held by the other party which is in fulfillment of this agreement. The debtor party will also convey to the other party that the bankruptcy or financial reorganization proceeding is going to take place.

The credit history established by the parties during their marriage shall be deemed to have the credit history of both parties, notwithstanding ordinary practices of creditors and credit reporting agencies that may have reported such credit history in the name of one party. Both parties agree to cooperate and execute any documents as may be required to enable each other to provide to prospective creditors the full credit history of the parties that was established during the marriage.

The parties shall not charge or incur or cause to be incurred any liability or obligations based on the credit or name of the other. Each of the parties shall do whatever is necessary to close immediately all joint accounts.

The parties each forever waive any right to inherit from the other and the right to receive any property on the death of the other, except as a beneficiary of any life insurance policy, by reason of a will, codicil, or republication of will by the other party executed subsequent to the date of this Decree of Divorce and Judgment.

The parties each waives all right to act as administrator of the other party's estate and all right to request or petition for the appointment of any person to serve as such representative or to act as the executor of the other's will, unless expressly named in a will, codicil, or republication of will by the other party executed subsequent to the date of this Decree of Divorce and Judgment.

REAL PROPERTY

3. There is a marital home of this marriage located at:
1842 N Main St, Centerville, Utah 84014,
with a legal description of: Home located on LOT 4, 1872 NORTH MAIN SUBDIVISION.
CONT. 0.26000 ACRES.

The real estate shall be listed or made available for sale at current market price of \$779,000.00.

The information about each child is as follows:

Child #1
Full Name: Matthias Samuel Pitt
Age: 16
Birth Year: 2007
Sex: Male

a. The Petitioner and Respondent shall have joint/shared physical custody of the child, born, unborn or legally adopted of this marriage.

The parent with whom the child reside shall have control over the minor day-to-day decisions affecting the child.

All decisions pertaining to the education, discipline, health, extracurricular and summer activities, religious training, medical and dental care, and welfare of the child shall be decided by both parties after reasonable and adequate discussion.

The parties shall share information about the child openly and free with one another and agree not to hamper or interfere with the natural and continuing relationship between the child and the other parent.

The child shall have as much contact with each parent and that the child may visit the other parent as often as may be agreed upon. Although possession time may be scheduled more often, each parent will have the right to be with the child at the following times:

WEEKLY until child turns 18 (9/14/2025)

Saturday night thru Wednesday afternoon, the child will reside with the custodial parent (Jennifer).

Wednesday night thru Saturday afternoon, the child will reside with the non-custodial parent (Ryan).

All holidays will be spent together (both parents and child) unless agreed upon by both parties.

The parties shall use their very best efforts to insure that the child receives the most care, love and affection possible.

b. Both parents shall have joint/shared legal custody of the child

All decisions pertaining to the education, discipline, health, extracurricular and summer activities, religious training, medical and dental care, and welfare of the child shall be decided by both parties after reasonable and adequate discussion. The parties shall share information about the child openly and free with one another and agree not to hamper or interfere with the natural and continuing relationship between the child and the other parent.

Pursuant to Utah Code Section 78B-12-203 the parties total countable gross monthly income for child support purposes has been verified in the attached Affidavit of Income Verification and Compliance With the Uniform Child Support Guidelines.

Pursuant to Utah Code Section 78B-12-202 et seq. it is reasonable and proper that the child support be ordered as follows:

a. It is reasonable and proper that the Petitioner is ordered to pay the Respondent, as child support, the total amount of \$622.00 per month for the support of the child . The child support should be paid by the 1st of each month until the child reaches the age of eighteen (18), dies, becomes self-supporting, or married. The parties also agree that the child support obligation is subject to modification by the court at any time.

b. The Respondent shall be entitled to mandatory income withholding relief pursuant to U.C.A. Sub. Section 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due may be intercepted by the state of Utah and applied to existing child support arrearages. This income withholding procedure should apply to existing and future payments. All withheld income should be submitted to the Office of Recovery Services until such time as the obligor (paying parent) no longer owes child support to the obligee (receiving parent). Also the issue of child support arrearages may be determined by further judicial or administrative process.

c. The issue of child support arrearages may be determined by further judicial or administrative process.

d. Each of the parties shall be under mutual obligation to notify the other within ten (10) days of any change in monthly income.

The Petitioner and Respondent shall be entitled to claim the child as a dependent on his and her federal, state, and local tax returns alternating each year according to current IRS regulations.

Pursuant to Utah Code Section 78B-12-212, is reasonable and proper that:

a. For as long as the child support payments are being made, the Respondent shall carry and maintain health, dental, and hospitalization insurance for the child's benefit. The parties shall pay a portion equal to his/her percentage of combined income of any required deductible amount, necessary medical, or dental expenses of the child that are not covered by such insurance.

b. Neither party shall be responsible for any secondary educational tuition and/or related expenses.

c. That the Petitioner is not responsible for any work-related child care and related expenses above and beyond the standard monthly child support obligation.

MILITARY STATUS

8. The Petitioner is NOT active in the United States Military.

9. The Respondent is NOT active in the United States Military.

PROCESS OF SERVICE

10. A Acceptance of Service, Appearance, Consent, and Waiver was filed by the Respondent, therefore, no service was necessary.

PROTECTIVE ORDERS

11. There are no protective orders between the Petitioner and Respondent.

MARITAL SETTLEMENT AGREEMENT

12. The signed Marital Settlement Agreement, dated December 10, 2023, which is attached to this shall be incorporated by reference. By the terms of this Marital Settlement Agreement the parties have settled the issues regarding the children; including but not limited to child custody and child support, and the division of all their property, and the disposition of all their debts, the distribution of spousal maintenance. The Marital Settlement Agreement was signed under no duress or force and without collusion.

LEGAL REPRESENTATION

13. The Petitioner has chosen to act as his own attorney in a pro se fashion, and understands that he has the legal right to representation by an attorney. He fully understands his rights and consider the terms of the attached Marital Settlement Agreement to be fair, reasonable and in the best interest of the child.

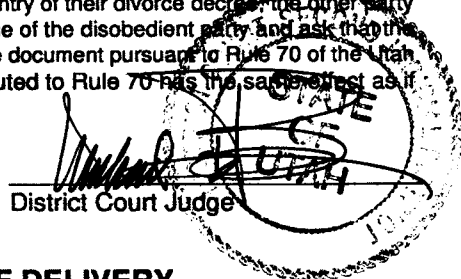
PUBLIC ASSISTANCE

14. Neither the Petitioner nor Respondent has received or is receiving public assistance from the State of Utah.

DUTY TO SIGN DOCUMENTS WHICH IMPLEMENT DECREE OF DIVORCE

15. Both parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within 60 days of the entry of their divorce decree the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court to appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules on Civil Procedure. Any document executed to Rule 70 has the same effect as if executed by the disobedient party.

DATED 1/17/2024


District Court Judge

CERTIFICATE OF DELIVERY

On this 16th day of January, 2024 copy of This DECREE OF DIVORCE AND JUDGMENT was mailed to: Jennifer Ann Pitt 1842 N Main St, Centerville, UT, 84014

Sign Here 
Ryan Marshall Pitt