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**DISTRICT COURT OF THE STATE OF UTAH
FOURTH JUDICIAL DISTRICT
UTAH COUNTY**

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
MELISSA MARIE KELLEY	
and	Case No. 264400629
PATRICK JOHN KELLEY.	Judge Kasey L. Wright Commissioner Marian Ito

The above-entitled matter having come before the Court; Petitioner having heretofore filed her Declaration as to Jurisdiction and Grounds for Divorce and Declaration of Military Service; Petitioner and Respondent having executed a Stipulation and Settlement Agreement dated the 24th day of June, 2026; the Court having heretofore made and entered its Findings of Fact and Conclusions of Law; and upon motion of Martin N. Olsen, attorney for Petitioner, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. Bonds of Matrimony. That the bonds of matrimony heretofore existing between

Petitioner, MELISSA MARIE KELLEY, and Respondent, PATRICK JOHN KELLEY, be and the same are hereby dissolved.

2. There have been four (4) children born as issue of this marriage, two of which are over the age of majority, therefore only two minor children at issue of this marriage, to wit: M.K., born September 2008 and L.K. born August 2010.

Provisions Relating to Child Custody and Parent-Time

3. The parties are awarded the joint legal custody of the minor children; however, Melissa is awarded the sole physical custody of the children, subject to Patrick's right to parent-time with the children at reasonable times and places pursuant to the following statutory schedules:

4. Reasonable parent-time shall be as the parties agree. If the parties do not agree to a parent-time schedule, the following schedule pursuant to Utah Code § 81-9-302 is considered the minimum parent-time to which the noncustodial parent shall be entitled to.

PARENTING PLAN

5. The parties shall adhere to the following Parenting Plan in good faith in compliance with Utah Code § 81-9-101 through § 81-9-206.

Information Sharing

- a. The parents shall develop a working relationship as co-parents built on respect and cooperation. Both parents shall do their best to listen to each other and try to be understanding of the other's point of view.
- b. Both parents shall keep the other informed as to residence address, home,

work and cell phone numbers, email addresses, and any other important contact information, including how to be reached in the event of an emergency. If either parent changes any of his or her contact information as indicated above, that parent must notify the other parent in writing within 24 hours of the change. Both parents shall provide their contact information to all third parties who are important in the children's lives, such as educators, doctors, dentists, and both parents shall be listed as emergency contacts with those providers.

- c. Both parents shall have access to all records of the children including, but not limited to, school, medical, dental, and psychological records, and this Parenting Plan shall constitute a release to allow each parent access to all records of the children. The parents shall make arrangements with the minor Children's schools that each parent shall receive a copy of the children's report cards, school calendars, etc.
- d. Unless each parent has independent access to this information, each parent shall share with the other all schoolwork, report cards, school pictures, and other information relating to the schooling and extracurricular activities of the minor children. Further, unless each parent has independent access to this information, each parent shall take affirmative steps to share information regarding the times and locations of parent-teacher conferences, school programs, church programs, sporting events, recitals,

performances, practices, and other significant events involving their children.

Co-Parenting Conduct

- e. Both parents shall engage in civil communication and adopt a method of communication such as telephone, text, email, co-parenting apps, etc. to discuss matters relating to the minor children with each other only and shall avoid using the minor children to relay messages or information.
- f. Both parents are restrained from making insulting, harmful or disparaging remarks about the other parent while in the presence of the minor children or on social media platforms and shall proactively restrain third parties from doing so.
- g. Both parents shall support each other in their respective parenting roles and encourage a positive relationship between the children and the other parent and encourage third parties to do the same. The parties shall respect the children's rights to have a meaningful bond with each parent, stepparents, and other relatives.
- h. Both parents shall allow communication between the children and the other parent at reasonable hours and for reasonable duration.

Parent-Time

- i. Both parents shall comply with the parent-time schedules unless they mutually agree to alter the schedules in writing. If either parent

wrongfully denies parent-time as set forth herein without agreement by the other party, that parent shall pay all costs associated with mediation or litigation associated with resolving the violation and to ensure future compliance.

- j. Notwithstanding the above provision, both parents shall be flexible in making temporary adjustments in their parent-time schedules for unexpected situations. The parent seeking an adjustment shall give the other parent as much advance notice as possible (at least 24 hours except in an emergency). The other party shall use his or her discretion in allowing for an adjustment but not unreasonably refuse.
- k. Both parents shall give special consideration to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedules.
- l. Neither parent shall schedule events or activities that fall on the other parent's parent-time without first obtaining permission from that parent in the following manner: The requesting parent shall notify the other parent of the event or activity and discuss with them the benefits of the children's attendance prior to discussing it with the children. If the other parent has something scheduled or decides that the children cannot participate in the

event or activity for any reason, the requesting parent shall abide by that decision and not attempt to influence the other parent through the children.

- m. For school and other purposes, the residence of the parties' minor children shall be with the Melissa.
- n. Both parents shall have access to the children during school and authority to check the children out of school.
- o. Regular school hours may not be interrupted for school-aged children for the exercise of parent-time by either parent unless agreed to in writing.
- p. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.
- q. Both parents shall have the children ready for transfers at the appointed time. If a parent is unable to transfer the children because of unforeseen circumstances, that parent shall immediately notify the other parent and attempt to make mutually agreeable alternate arrangements. If a parent is more than 20 minutes late for a transfer, the other parent is not required to wait, and it is up to the parent who cannot comply with the appointed transfer to make alternate arrangements.

Education Plan

- r. The minor children shall continue to attend school in their current School District unless the parties agree otherwise. For school attendance purposes only, Melissa shall be deemed to residential parent. Melissa

shall have decision-making authority if the parties are unable to make a joint decision regarding a child's education pending mediation or a court order resolving the dispute. Both parents shall have access to the children during school and authority to check a child out of school. The parties shall share equally all school fees.

Decision Making

- s. The parent who has physical custody of the children may make day-to-day decisions without having to consult with the other parent.
- t. When there is a major decision regarding the minor children such as medical, dental, psychological treatment, education, extracurricular activities, religious upbringing, etc., the parents agree to work together in good faith, share relevant information and engage in meaningful consultation with one another to reach a mutual decision that is in the best interest of the children.
- u. If the parents cannot reach a mutual decision, Melissa shall make the final decision.
- v. If the other parent believes that said decision is contrary to the best interests of the children, that parent may arrange for mediation of the issue through a mutually agreed upon mediator, if they cannot agree. The requesting parent shall pay the cost of mediation, subject to further order of the court. If the parents reach an agreement in mediation, a copy of the

agreement shall be provided to both parents. If the parents cannot reach an agreement at mediation, a parent may file a motion with the court to address the issue. In resolving the issue, the court may award attorney fees, mediation costs and other financial sanctions to the prevailing party.

Health Care

- w. A parent shall notify the other parent of significant illnesses involving the children and any information relating to the children's medications.
- x. In the event of a medical emergency involving the children, the parent with whom the children are with at the time of the medical emergency may make emergency treatment decisions regarding the minor children and must notify the other parent of the medical emergency immediately.
- y. The parent that provides insurance for the minor children shall give the other parent a duplicate insurance card to present to health care providers.
- z. Both parents are entitled to initiate their own relationship with their minor child's health care providers and have complete access to their records.

Vacations / Travel

- aa. If a parent travels with the children out of the State of Utah, the traveling parent shall provide to the other the following information at least 24 hours before the intended travel: (1) an itinerary of travel dates, (2) destinations, (3) places where the children or traveling parent can be reached, and (4) the name and telephone number of an available third

person who would be knowledgeable of the children's location.

- bb. If a parent intends to travel outside of the country, that parent shall provide notice to the other parent at least four (4) weeks prior to the date of departure and shall provide the following to the non-traveling parent (1) an itinerary of travel dates, (2) destinations, (3) places where the children or traveling parent can be reached, and (4) the name and telephone number of an available third person who would be knowledgeable of the children's location.
 - i. Any travel out of the country must be agreed to in writing.
 - ii. Neither parent shall unreasonably withhold consent for international travel with the children, and each party shall cooperate fully to provide passports and other travel documents and/or permissions required for agreed upon international travel.

Relocation

- cc. Should either parent permanently relocate from the State of Utah, said relocation would constitute a change of circumstances that would allow the issue of custody and parent-time to be re-examined.
- dd. If either parent intends to relocate out of state for more than 150 miles from their current residence, the parties shall create a new parent-time schedule to address the new circumstances. If the parties cannot agree to a new parent-time schedule, the parent who intends to move shall file a

motion with the court to obtain new parent-time orders based on the proposed relocation.

Child's Needs

- ee. The parties acknowledge that all children share common needs regarding their parents and both parents shall work to ensure that these needs are being met:
 - i. A child shall be able to love and be loved by both parents without feeling guilt or disapproval.
 - ii. A child shall be protected from parents' anger with each other.
 - iii. A child shall be kept out of the middle of the parents' conflict, including not having to pick sides, carry messages, or hear complaints about the other parent.
 - iv. A child shall not be placed in a situation where they have to choose one of the parents over the other.
 - v. A child shall not have to feel responsible for the burden of either of the parents' emotional problems.
 - vi. A child shall know well in advance about important changes that will affect the child's life; for example, when one of the parents is going to move or get remarried.
 - vii. A child shall have reasonable financial support during their childhood.

viii. A child has feelings and should be able to express their feelings, and both parents shall listen to how the child feels.

ix. A child should be able to just be a child.

END OF PARENTING PLAN

Provisions Relating to Child Support Payments

6. Melissa is self-employed and grosses \$16,000 per month.

7. Patrick has been unemployed during the marriage due to assisting with the parties' business as well as significant medical issues including three back surgeries. Patrick has had no source of income therefore, his income for the purposes of calculating child support shall be \$0.00.

8. Patrick shall pay the sum of \$30.00 per month as base support for the minor children of the parties until said children become 18 years of age or have graduated from high school during the children's normal and expected year of graduation, whichever occurs later.

Provisions Relating to Health Insurance

9. Pursuant to U.C.A. § 81-6-208 et seq. (1953 as amended), Melissa shall provide health care coverage, as defined by Utah Code Section § 81-6-101, for the medical expenses of the dependent children.

a. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and

multiplying the result by the number of minor children of the parties in this case.

Business Interest

10. During the course of the marriage, the parties acquired business interests, which shall be awarded as follows:

- a. Melissa is awarded all marital interest in Sew Shabby Quilting including but not limited to bank accounts, inventory, intellectual property, accounts receivable, goodwill and personal property. Melissa shall assume all debt associated with her interest in the business, and indemnify and hold Patrick harmless from past, current and future liabilities and claims related to the business.

Provisions Relating to Real Property

11. During the course of the marriage, the parties acquired certain real property to wit:

- a. A home located at 561 North 800 East, American Fork, Utah, more particularly described as follows: **LOT 1, PLAT C, HILL VALLEY SUBDV. AREA 0.225 AC.**
- b. Melissa is awarded the home and real property as her sole and exclusive property subject to an equitable payment to Patrick as set forth below, with said equitable payment to be determined based upon an appraisal to be completed at the time of refinance or payment to Patrick.

- c. Melissa shall be solely responsible for the costs associated with the appraisal.
- d. As a full and complete settlement of all issues in this matter Melissa shall pay Patrick the sum of \$175,000 or 50% of the net equity, whichever is greater, of this real property. Said payment shall not be less than \$175,000. Melissa shall pay the equitable payment no later than June 30, 2027.
- e. Melissa shall assume all debt associated with the property, and hold Patrick harmless from past, current, and future liabilities and claims related to the property as of the date of the signing of this Stipulation.
- f. Patrick shall execute a quit claim deed immediately upon receipt of the equitable payment or as necessary in the event of Melissa's refinance of this real property in order to facilitate said equitable payment. In the event Patrick fails to execute a quit claim deed as ordered, Melissa may submit an ex parte motion, pursuant to Rule 70 of the Utah Rules of Civil Procedure, and the Court may direct the clerk of the court to execute said quit claim deed.
- g. If Melissa is unable to pay out the equitable payment to Patrick, OR if Melissa fails to make any of the monthly mortgage obligations causing damage to Patrick's credit, this property shall be immediately listed for sale and sold, with Patrick to be paid \$175,000 or 50% of the net proceeds,

whichever is greater, of the sale proceeds after payment of costs of sale,
and the mortgage and HELOC obligations.

Provisions Relating to Alimony

12. Pursuant to Utah Code Ann. § 81-4-502, Patrick is awarded Alimony from Melissa in the sum of \$2,000.00 per month for one (1) year, beginning April 1, 2026. Thereafter, beginning April 1, 2027 and continuing through April 1, 2033, alimony shall be reduced to \$1,000.00 per month. Payment of alimony shall be paid on the first day of each month via direct deposit or any other form as agreed upon by the parties.

13. This order of alimony automatically terminates upon the death of either party, remarriage of the spouse receiving alimony or the establishment by the paying spouse that the receiving spouse is cohabiting with another person.

Financial Accounts

14. Each party shall be awarded, free and clear of any claim from the other, all financial accounts titled in his/her individual name, including all solely titled or individually held banking, credit union, savings and checking accounts.

Provisions Relating to Retirement Assets

15. The parties have acquired no interest in any pension or profit-sharing plan during the course of the marriage.

Provisions Relating to Debts and Obligations

16. Melissa shall assume and pay, and hold Patrick harmless from liability on, Corning Credit Union for Solar Panels in the amount of \$48,000, Lehi Orthodontics, for braces

in the amount of \$3,000 and Hyundai for the auto loan in the amount of \$3,000. Patrick shall assume and pay the debt to IHC for medical expenses in the amount of \$1,621. Pursuant to Utah Code § 81-3-105 the parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

- a. In the event other debts are discovered those debts and obligations shall be the responsibility of the party who incurred the particular debt.

Provisions Relating to Personal Property

17. During the course of the marriage relationship, the parties have acquired certain items of personal property such as vehicles. Melissa is awarded the 2013 Hyundai free and clear from any right, title, or ownership of Patrick. Patrick is awarded the 2002 Chrysler free and clear from any right, title or ownership or the Patrick.

18. All personal property not specifically addressed shall be divided as the parties have already divided it.

Miscellaneous Provisions

Taxes

19. Melissa shall be entitled to claim the parties' minor children for the purpose of filing federal and state income tax returns.

Attorney's Fees

20. Each party shall be ordered to assume his/her own costs and attorney's fees incurred in prosecuting this action.

Military Service

21. Neither party is an active member of the United States Military.

Other

22. Melissa shall be restored the use of her former sure name, Winters if she so desires.

23. Both parties shall be ordered to execute and deliver to the other party any and all deeds, trust deeds, certificates of title, and bills of sale or other documents reasonably requested by the other party to transfer title to any real or personal property awarded to the requesting party by the Court.

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Decree of Divorce 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 Order.

APPROVED AS TO FORM:

/s/ Susan Morandy

Signed by Martin N. Olsen

with permission of SUSAN MORANDY, LPP for Respondent (via email: 07/31/2026)

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES
OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL**

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Decree of Divorce prepared by Petitioner shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of July, 2026, I sent via email a true and correct copy of the foregoing **DECREE OF DIVORCE**, to the following:

Susan Morandy
susan@hawkesquam.com
LPP for *Respondent*

/s/ Liz Crawford
LIZ CRAWFORD