

The Order of the Court is stated below:

Dated: September 20, 2026
10:01:47 PM

/s/ DENISE M PORTER
District Court Judge



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**IN THE FOURTH JUDICIAL DISTRICT COURT, STATE OF UTAH
COUNTY OF UTAH, PROVO DEPARTMENT**

RICHARD LUFIN PARKINSON,

Petitioner,

vs.

HAYLEY ANN PARKINSON,

Respondent.

DECREE OF DIVORCE

Case No. 254402120

Commissioner: Snow

Judge: Porter

DECREE OF DIVORCE

The Court, having reviewed the Settlement Agreement executed by the Parties through mediation, the Findings of Fact and Conclusions of Law, the case file, and being fully advised in the premises, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

Dissolution of Marriage

1. The marriage between Richard Lufkin Parkinson (Petitioner) and Hayley Ann Parkinson (Respondent) is hereby dissolved on the grounds of irreconcilable differences, and the parties are restored to the status of unmarried persons. [Utah Code Ann. § 81-4-405](#)
2. This Decree of Divorce shall become absolute on the date it is signed by the Court and entered by the clerk in the register of actions. [Utah Code Ann. § 81-4-406](#)
3. Neither party may marry another individual other than the other party for whom the divorce was granted until this divorce becomes absolute. [Utah Code Ann. § 81-4-406](#)

Real Property

4. During the course of the marriage, the parties acquired a home and real property located at 476 E Oak Lane, Elk Ridge, UT 84651 ("marital residence").
5. Rich shall be granted an opportunity to remove the mortgage out of Hayley's name and become sole owner by assumption, refinance, or otherwise, if able to do so within 120 days of the entry of this Decree of Divorce.
6. Rich shall pay Hayley \$22,150, which consists of \$12,150 as a portion of Hayley's home equity and the \$10,000 lumpsum alimony payment, within 90 days of the entry of this Decree of Divorce for her portion of equity in the home.
7. Hayley shall cooperate and sign any documents reasonably necessary for the assumption or refinance within 7 days of being requested to do so by Rich or the lending officers.
8. Any deed necessary to be signed by Hayley will not be recorded and will be held in escrow until concurrently recorded at the time of the assumption or refinance, provided that the assumption or refinance removes Hayley from the loan.

9. If Rich is unable to remove the mortgage out of Hayley's name by refinance, assumption, or otherwise, within 120 days of the entry of this Decree of Divorce, then the property shall be immediately listed for sale by an agreed-upon realtor.
10. If the parties cannot agree upon a realtor, each shall submit a name of a licensed realtor with knowledge of the Elk Ridge market and the realtor shall be selected by the flip of a coin.
11. Unless the parties agree otherwise, the property shall be sold "as is."
12. Both parties are to keep each other informed of all offers on the property, and both shall be able to communicate with the sales agent.
13. Both parties will comply with all reasonable requests made by the sales agent in the marketing and sale of the home.
14. When sold, the proceeds of the sale shall be applied as follows: (a) pay expenses and costs of sale; (b) pay off any and all mortgages on the property; (c) Hayley will receive \$22,150; and (d) the balance remaining thereafter shall be awarded to Rich.
15. Should Rich be unable to remove Hayley from the Loan, both parties are required to deal in good faith and accept only reasonable offers that maximize the sales value of the home and neither party may place, incur, or authorize any third party to place or incur any liens or debt against the home between the date of the Stipulation and closing of the sale.
16. Hayley moved out of the home by July 16, 2026.
17. After Hayley moves out, Rich is awarded the sole possession of the home and he may change the locks.
18. Rich shall be responsible for the mortgages, utilities, taxes, insurance, and any and all other expenses associated with this property from the date of the Stipulation.

19. Rich shall be entitled to claim the mortgage interest and property taxes paid on his 2025 and 2026 tax returns.

Home Lawsuit

20. The parties are involved in current litigation involving a lawsuit involving their home and the city of Elk Ridge and its codefendants ("Home Lawsuit").

21. When the Home Lawsuit is settled or damages are awarded to the parties, the parties shall share any net proceeds equally (proceeds after paying the costs of the case such as legal fees, expert testimony, and other litigation costs).

22. Both parties maintain their individual rights in the lawsuit, and neither party shall be removed from the lawsuit because one Party gains possession or sole ownership of the Marital Residence or because the Home is sold. Both parties shall have full rights of representation by their attorneys and it is the intent of the parties that the attorneys representing them in the Home Lawsuit continue to treat the parties equally as if both parties still maintained ownership of the Home for purposes of the Home Lawsuit.

23. Both parties will timely comply with all reasonable requests made by their attorneys representing them, or either of them as the case may be, in moving the Home Lawsuit forward.

24. Both parties are required to deal in good faith in all aspects of the Home Lawsuit, including, without limit, complying with discovery requests, participating in mediation and cooperating in the equal distribution of the awarded or stipulated proceeds, if any.

25. If either party has any claims against other persons who are not parties to this case, such claims are not settled herein.

Vehicles

23. Rich is hereby awarded the Acura MDX and the 2005 Suzuki King Quad along with any associated debt, insurance, and expenses relating thereto, free and clear of any claim by Hayley.

24. Hayley is hereby awarded the 1966 Mustang and the 2018 Chevy Equinox along with any associated debt, insurance, and expenses relating thereto, free and clear of any claim by Rich.

Personal Property

25. Hayley is hereby awarded her clothing, jewelry, all personal effects, paperwork, books, journals, any premarital property, any personal property acquired after separation, and the items as listed in Exhibit A of the Stipulation and Settlement Agreement, free and clear of any claim by Rich.

26. Rich is hereby awarded his clothing, jewelry, all personal effects, paperwork, books, journals, any premarital property, any personal property acquired after separation, and the items as listed in Exhibit A of the Stipulation and Settlement Agreement, free and clear of any claim by Hayley.

27. The Taurus G2C 9 mm pistol that is in Hayley's possession is hereby awarded to Hayley, free and clear of any claim by Rich.

28. This Decree verifies that Hayley maintains the possession and ownership of the Taurus G2C 9 mm pistol.

29. The Smith and Wesson 9mm pistol that is in Rich's possession is awarded to Rich, free and clear of any claim by Hayley.

30. This is verification that Rich maintains the possession and ownership transfer to him of the Smith and Wesson 9 mm pistol.

31. All other personal property not otherwise distributed herein shall be distributed as the parties may hereafter agree.

32. All personal property will be exchanged by July 16, 2026.

33. If the parties are unable to agree to a property division of items not otherwise distributed herein, the parties will submit the matter to mediation before seeking court assistance.

Bank Accounts and Financial Accounts

31. The joint account at UCCU was closed on June 18, 2026.

32. Each party is hereby awarded any bank account(s) in his or her sole name as his or her separate property, free and clear of any claim of the other.

Business Assets

33. Any income or assets directly related to Rich's previous music business are hereby awarded to him, free and clear of any claims by Hayley.

Retirement Accounts

34. Rich is hereby awarded his premarital 401k account, free and clear of any claim by Hayley.

Tax Matters

35. The parties shall file separate tax returns for the 2022 tax year, the 2026 tax year, and thereafter.

36. The parties shall cooperate and file joint tax returns for the 2020 tax year by a tax preparer after both parties have review and approved the returns.

37. If there are refunds from the 2020 tax year, the refunds shall be awarded to Hayley, and the funds shall be directed to Hayley within 3 days of receipt.

38. If there are taxes owing from the 2020 tax year, Rich shall, within 30 days, pay any tax liabilities, interest, or penalties associated with the 2020 tax filings.

39. The tax preparation for the 2020 tax year shall be paid for by Rich.

Debts and Obligations

40. Besides the mortgage on the home which Rich shall pay, there are no known joint debts.

41. Any other debts or obligations shall be the sole responsibility of the party who incurred them.

42. Each party shall specify which party is responsible for the payment of joint debts, obligations, or liabilities of the parties contracted or incurred during marriage. [Utah Code Ann. § 81-4-204](#)

Property Settlement and Alimony

43. Rich paid Hayley \$15,000 when they met at UCCU on June 18, 2026 at 9:00 a.m. as a partial property settlement.

44. Rich shall pay Hayley a single \$10,000 lumpsum alimony payment within 90 days of the date of the entry of this Decree of Divorce.

45. This \$10,000 lumpsum alimony payment is included in the \$22,150 payment described in Paragraph 6 of this Decree.

Medical Insurance

46. Beginning July 1, 2026, each party shall be responsible for his or her own medical insurance coverage, and Rich may remove Hayley from his policy.

Mutual Restraining Orders

47. Neither party is to use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service, benefit, or obligation.

48. Neither party is to use the other party's name, likeness, image, identification, or photographs to post in the future to websites, networks, or on other media, without the other party's written express permission.

49. Any current use or posting of the other party will be removed by July 17, 2026.

50. After Hayley moves from the marital residence, both parties are restrained from coming to the home of the other or workplace of the other without the other party's express written permission.

51. Neither party will contact the other's employer (except in the normal course of business) or leave reviews with the other's employer's business, websites, or search engines.

Name Change

51. Hayley is hereby granted the right to resume the use of her former or maiden name, if she so desires.

Cooperation and Documentation

52. Upon request, each party shall sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.

Mediation

53. Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation shall be scheduled promptly and both parties shall share the cost equally.

54. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

Attorney Fees

55. Each party shall pay his or her respective attorney fees and costs incurred.

General Provisions

56. The terms and conditions of the Stipulation and Settlement Agreement executed by the parties on June 16, 2026 are hereby ratified, confirmed, approved, and incorporated into this Decree of Divorce by this reference as though fully set forth herein.

57. The Court retains jurisdiction to enforce the terms of this Decree and to modify this Decree as provided by law. [Utah Code Ann. § 81-4-406](#)

58. This Decree resolves all issues pending between the parties.

BY THE COURT:

****Commissioner's or Judge's signature may appear at the top of the first page of this document****