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

IN THE MATTER OF THE MARRIAGE OF:

PATRICK KELLY,
Petitioner,

and

RACHEL BOWLER KELLY,
Respondent.

Decree of Divorce

Case No. 264700523

Judge: Jennifer Valencia

Commissioner: Julie Winkler

This matter comes before the court for a final entry of the Decree of Divorce. The Court having reviewed the Stipulation of the parties and other Pleadings in this matter and being fully advised in the premises, now makes its Decree of Divorce as follows:

ORDERED ADJUDGED, AND DECREED:

The parties are hereby awarded a Decree of Divorce, such to become final upon signature and entry herein.

1. 1. Residency. The Respondent is a bona fide resident of Weber County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. Marriage Statistics. The parties were married on January 2, in 2015, Utah, United States and are presently married.

3. Grounds. The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. Children. The following are minor children of the parties.

Name	Date of Birth
S. K.	October 2022
C. K.	March 2025

PARENTING PLAN

Parent-time. Mother shall be awarded physical custody of the minor children. Parent-time shall be governed by Utah Code §81-9-209 with the following modifications:

a. Youngest Child Under the Age of 3. While the youngest child is under the age of 3, parent time shall be as the parties agree. If the parties cannot agree, parent time shall be as follows.

i. Father shall be awarded 4 quarterly visits of 7 days each. Father's default visits shall be on the following dates:

1. February 25 – March 5
2. May 10 – May 20
3. September 5 – September 15
4. December 1 – December 10

ii. If Father needs to adjust a date of one of his quarterly visits, he shall give Mother at least 30 days of notice.

iii. During Father's visit he shall have the children from 9 a.m. to 5 p.m.

iv. These visits shall take place in Utah unless mutually agreed to in writing.

b. Youngest Child Over the Age of 3, Under the Age of 5. While the youngest child is over the age of 3, but under the age of 5, parent time shall be as the parties agree. If the parties cannot agree, parent time shall be as follows.

i. Father shall be awarded 4 quarterly visits of 7 days each. Father shall give Mother at least 30 days of notice prior to a visit. Father's default visits shall be on the following dates:

1. February 25 – March 5
2. May 10 – May 20
3. September 5 – September 15
4. December 1 – December 10

ii. If Father needs to adjust a date of one of his quarterly visits, he shall give Mother at least 30 days of notice.

iii. During Father's visit he shall have the children during the following times:

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
9:00 a.m. – 5:00 p.m.	9:00 a.m. – 5:00 p.m.	Overnight 5:00 p.m. – 9:00 a.m. on Day 4		9:00 a.m. – 5:00 p.m.	9:00 a.m. – 5:00 p.m.	Overnight 5:00 p.m. – 9:00 a.m. on Day 8

iv. These visits shall take place in Utah unless mutually agreed upon in writing.

c. Youngest Child Over the Age of 5. While the youngest child is over the age of 5 parent time shall be as the parties agree. If the parties cannot agree, parent time shall be either according to Utah Code §81-9-209, or as follows.

i. Father shall be awarded 4 quarterly visits of 7 days each. Father shall give Mother at least 30 days of notice prior to a visit. Father's default visits shall be on the following dates:

1. February 25 – March 5
2. May 10 – May 20
3. September 5 – September 15
4. December 1 – December 10

ii. If Father needs to adjust a date of one of his quarterly visits, he shall give Mother at least 30 days of notice.

iii. Father shall take the children on day 1 and return the children on Day 7 at 5:00 p.m.

5. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement Mother shall have final say subject to Father's right to request a mediation. The parties will mediate before court intervention. Both parties shall

have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

- a. Medical. Emergency and sick care shall be attended immediately by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes for emergency or same day care. The parent shall notify the other parent within 24 hours of scheduling for any regular medical or dental appointment, and the parent who has the parent time shall attend the appointment. If it is emergency care, both parents shall be able to attend the care.
- b. Separate Accounts. According to Utah Code Annotated §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.
- c. Religion. At the election of the minor children, the parties shall allow a child to be baptized and to participate in any other applicable religious ordinances of the child's chosen religion as the parties may agree or no later than once the child reaches the age of sixteen (16). The parties shall cooperate in good faith and shall sign any documents reasonably necessary for that purpose within seven (7) days after request. The parties shall be supportive of the child's religious choices.
- d. Changing Parent-Time. There shall be no changes to the parent-time schedules as designated herein, unless the parent with the parent-time makes an agreement in writing through. The parents shall not talk to the children about any change in parent-time prior to a written agreement between the parties of the change.

6. Communication. The parties will discuss all parenting concerns by text, WhatsApp or e-mail at any time needed and will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

7. Online Calendar. The parties shall use an online calendar to communicate activities of the children. Mother shall send an invite to Father within 14 days of the stipulation. Both parties shall have the ability to edit the calendar. Both parties shall list the important events of the children on the calendar, which shall constitute the notice requirement as designated herein.

8. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

9. Travel.

a. When the children travel with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

- i. An itinerary of travel dates;
- ii. Destination;
- iii. Places where the children or traveling parent can be reached;

iv. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.

b. Both parties shall have unfettered access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

10. Change of Information. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

11. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

12. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

13. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other

parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

c. The parties will not use their children to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any children's activity.

d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.

f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to

use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

14. First Right of Refusal. There shall be no first right of refusal.
15. Limitations. The parties will take reasonable measure to not expose the minor children to any explicit or adult content during their parent time.
16. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. Both parties agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.
17. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's

parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the shared calendar within 24 hours of receiving the calendar or any change.

18. Summer Camps. Father shall pay for 100% of the cost of any summer camps that occur on his parent time.

19. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This shall not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

Transportation for the Children. For parent-time exercised in Utah, Father shall retrieve the minor children from Mother's residence unless otherwise agreed in writing by the parties. As addressed herein, Father shall bear all transportation costs related to the exercise of his parent-time, including the cost of any flights for the minor children.

Third Party Transportation. A mutually agreed upon third party may be designated by the receiving parent, may pick up the children if the other parent is aware of the identity of the individual, and the receiving parent will be with the children by overnight. The

following individuals are mutually agreed upon: Michael Kelly, Gloria Kelly, Julianne Bowler, Vance Bowler, Nathan Bowler, Shanalee Bowler Adams, Hyrum Adams, Benjamin Bowler, Jenny Lyn Bowler, Jennifer Bowler McDonald, Jon McDonald, Angelia Bowler Santana, Rose Bowler Carillo, or David Carillo.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

20. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 *et seq.* Mother's gross monthly imputed income is \$1,257 per month. Father's gross monthly income is \$13,700 per month. The support has been calculated according to the Sole Physical Custody Worksheet. Father's child support obligation should be \$1,974 per month. Child support shall commence May 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

21. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §81-6-208. Father is currently providing said insurance.

- a. Father shall pay for the out-of-pocket costs of the premium actually paid for the child's portion of insurance.

- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.
- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.
- d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

22. Childcare Expenses. The parties shall adopt Utah Code Annotated §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. If applicable, the parties should apply for government assistance for childcare to reduce childcare costs as much as possible.

23. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor children as follows:

a. While there are two minor children, the parties will each receive one child as a dependency exemption/tax credit. Mother will claim the oldest child and Father will claim the youngest child.

b. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. Mother will be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Father will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

c. Father is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of the applicable tax year.

24. Taxes. The parties will file joint tax returns for 2025. The parties will equally share in any cost of preparation of taxes. The parties will equally share any tax refund or tax liability.

25. Real Property.

a. The marital property located at 6495 Glenside Court, Virginia 23061 will be awarded to Mother with all rental income, debts and liabilities commencing on May 1, 2026. Until then, Father shall continue to cover the costs and collect the rental income. Mother shall refinance the home within 120 days or list the home for sale with a licensed real estate agent as soon as reasonably recommended by the agent, but in no event later than sixty (60) days from the date of this Stipulation. Mother shall be solely responsible for the costs associated with the home. The proceeds of the home shall be distributed as follows:

- i. First, she shall pay the cost of sale;
- ii. Second, the mortgage shall be paid;
- iii. Thereafter, she is awarded all of the equity.

26. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2008 Honda Odyssey	To be sold, proceeds to Mother
2013 Opel Insignia	Father

a. Honda Odyssey. Father shall make a good faith attempt to sell the Honda Odyssey currently located in Germany. He shall attempt to sell it for at least \$4,500. In the event it does not sell at that price, he shall reduce the amount upon Mother's request until the vehicle is sold. Mother shall receive all of the proceeds from the sale of the vehicle.

b. If the vehicle does not sell in a timely manner, Mother may request that the vehicle be shipped to the nearest port of entry to her (Hill Airforce Base) through the Early Return of Dependents ("ERD") so long as she requests it prior to the ERD occurring if approved by the military.

c. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

27. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Debts in Mother's Name	Mother
Debts in Father's Name	Father

a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

28. Robinhood Account. Father shall be awarded the Robinhood account.

29. Checking And Saving Accounts. Mother shall receive \$30,000 from the checking account ending in 4816 within 7 days of the date of stipulation. Father shall be awarded the remainder of the account. Except as otherwise addressed herein, each party will be awarded monies in their own separate checking and savings accounts.

30. Retirement Accounts. Mother shall be awarded 100% of the Fidelity Roth IRA account ending in 2248. Father shall be awarded all other retirement accounts in his name. The parties waive all claim to the other party's retirement including Father's military retirement except as addressed herein.

31. Business Interest. Mother shall be awarded 100% of the business interest in Body Language Boss and all associated income, assets, intellectual property, debts, liability, and tax consequences.
32. Name. Rachel Kelly will have the option of restoring her name to Rachel Bowler.
33. Total Support until May 1, 2026. Father shall pay Mother total support of \$2,500 per month until May 1, 2026.
34. Total Support and Alimony. Mother shall be awarded a total support of 40% of Father's net income. Currently, 40% of Father's net income is \$4,880. Child support shall be calculated as addressed herein. The remainder of the total support award shall be deemed Alimony. Alimony shall be for a term of 6 years unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Equal payments will be made on the 5th and the 20th of each month. Alimony will commence on May 1, 2026.
35. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.
36. Independent Advice of Counsel. The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

37. Divorce Education. The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.

38. Drafting. Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of this stipulation. Both parties and their counsel have had an opportunity to read the stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. This Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

39. Full Disclosure. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

40. Attorney's Fees and Costs. Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action.

[ORDER IS SIGNED WHEN ELECTRONICALLY STAMPED BY THE COURT ON THE FIRST PAGE]

APPROVED AS TO FORM:

/s/ Robert Hanks

Robert Hanks

Attorney for Respondent

Electronically signed with permission from email on April 21, 2026.

CERTIFICATE OF SERVICE

I certify that I caused a true and correct copy of the foregoing Decree of Divorce to be served this day of April 21, 2026, by the method(s) indicated below, to the following:

Robert Hanks
Attorney for Respondent
rhanks@cordelllaw.com

Sent via:
☐ U.S. Mail
☐ Hand Delivered
☒ Email
☐ Electronic Filing

/s/ Jason Sant
JASON SANT