

The Order of the Court is stated below:

Dated: May 15, 2026
03:00:32 PM

/s/ RONALD G. RUSSELL
District Court Judge



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IN THE SECOND JUDICIAL DISTRICT COURT – FARMINGTON
IN AND FOR DAVIS COUNTY, STATE OF UTAH

In the matter of the marriage of:

JOHN COLAIZZI,

Petitioner,

and

KRISTINA COLAIZZI,

Respondent.

DECREE OF DIVORCE

Case No. 254700857

Judge: Ronald Russell

Commissioner: Julie Winkler

Petitioner, John Colaizzi (“John” or “Petitioner”), commenced this divorce action against Respondent, Kristina Colaizzi (“Kristina,” “Kristi,” or “Respondent”) with the filing of his *Verified Petition for Decree of Divorce* on June 12, 2025. The Court has received the parties’ written *Stipulation and Settlement Agreement* filed on April 22, 2026 (“the Agreement”), which resolves all pending issues between the parties. The Court, having also received Petitioner’s *Declaration of Jurisdiction and Grounds* and entered *Findings of Fact and Conclusions of Law*, and having reviewed the file in this matter and being otherwise fully advised, hereby **ORDERS, ADJUDGES and DECREES** as follows:

PARTIES, CHILDREN, JURISDICTION AND VENUE

1. Petitioner is now and has been for a period of three or more months immediately prior to the filing of the Petition in this action, a resident of Davis County, State of Utah.
2. Petitioner and Respondent are husband and wife, having been married in Salt Lake City, Salt Lake County, State of Utah on May 30, 2008.
3. During the parties' relationship, the parties have resided in the State of Utah and this Court has jurisdiction over Respondent pursuant to Utah Code Ann. § 78B-3-205(6) (2008 as amended) and § 81-4-402 (2024 as amended).
4. There have been no minor children born as issue of this marriage, and none are expected.
5. Venue is proper in this court pursuant to Utah Code Ann. §§78B-3-307 and 81-4-203.

GROUND FOR DIVORCE

6. The parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences because the parties have been unable to resolve their marital problems, making the continuance of the marriage impossible.

MARITAL PROPERTY

REAL PROPERTY

7. During the marriage, the parties acquired an interest in a home and real property located at 472 W. Creek View Rd., Centerville, Utah 84014.
8. For purposes of this Decree of Divorce and the divorce proceedings, the parties stipulate and agree that the fair market value of the Property is \$500,000.
9. The parties further stipulate and agree that the outstanding mortgage balance on the Property is \$150,882, resulting in total marital equity of \$349,118.
10. The marital home is hereby awarded to Petitioner as his sole and separate property,

subject to the terms and conditions of this Decree of Divorce and the global settlement set forth below.

11. Petitioner shall, no later than July 20, 2026: **a.** Refinance the mortgage on the Property solely in Petitioner's name; **b.** Remove Respondent's name from the title to the Property; and **c.** Pay Respondent the sum of \$154,559, representing her net share of the marital equity as calculated in the global settlement below.

12. In the event Petitioner is unable to refinance the Property and remove Respondent's name from the mortgage and title by July 20, 2026, the parties agree as follows: **a.** The Property shall be listed for sale on the open market; **b.** The parties shall mutually agree upon a licensed real estate agent to list and market the Property; **c.** Both parties shall cooperate in good faith to facilitate the sale of the Property and follow the advice of the real estate agent; however, the parties agree that the house shall be sold in as-is condition; **d.** The net proceeds from the sale of the Property, after payment of the outstanding mortgage balance, real estate commissions, closing costs, and any other customary selling expenses, Kristi shall receive a sum certain amount of \$154,559 as her share of equity and John shall retain all remaining proceeds; and **e.** Until the Property is sold, Petitioner may remain in the home and shall be solely responsible for all mortgage payments, property taxes, insurance, and maintenance obligations.

13. Upon the completion of the refinance, payment of Respondent's equity, and removal of Respondent from title, Respondent shall have no further right, title, claim, or interest in the Property, and Petitioner shall be solely responsible for all mortgage payments, taxes, insurance, and other obligations associated with the Property.

PERSONAL PROPERTY

14. The parties acknowledge that they have substantially divided their personal property prior to the execution of this Decree of Divorce. Each party shall retain all personal property currently in his or her possession, and neither party shall have any further claim against the other with respect to personal property, except as otherwise provided herein.

15. Any personal property acquired prior to the marriage or after the date of separation shall be awarded as separate property to the party who acquired it.

16. Each party shall be solely responsible for any debts, obligations, or liabilities associated with personal property in his or her possession and shall indemnify and hold the other party harmless from any claims arising from such property.

FINANCIAL AND RETIREMENT ACCOUNTS

17. Each party shall retain all financial accounts, bank accounts, investment accounts, and retirement accounts titled solely in his or her own name, free and clear of any claim by the other party. Neither party shall have any right, title, claim, or interest in any account titled in the other party's name.

18. Each party shall be solely responsible for any taxes, penalties, or liabilities associated with accounts retained in his or her own name and shall indemnify and hold the other party harmless therefrom.

MARITAL BUSINESS

19. During the marriage, the parties owned and operated one or more marital business interests. The parties acknowledge and agree that all such business entities have been wound down and no longer exist as of the date of this Decree of Divorce.

20. Neither party shall have any further claim against the other with respect to any marital

business interest.

MARITAL DEBTS, OBLIGATIONS AND LIABILITIES

21. During the course of the marriage, the Parties acquired certain debts, obligations, and liabilities. Except as otherwise detailed herein, the Parties shall each be responsible for those debts they have incurred individually, in their own name, post-separation, or in secret; and shall assume, pay, defend, or hold the other harmless therefrom.

22. To the parties' knowledge, they have satisfied all tax obligations through the 2024 tax year. Beginning with the 2025 tax year and each year thereafter, the parties shall file taxes separately and each shall be responsible for any and all tax liability due to their respective incomes.

23. Except as otherwise detailed herein, Petitioner shall indemnify and hold Respondent harmless on all debts and obligations Petitioner is ordered to pay, and any such debts and obligations associated with any property awarded to him.

24. Except as otherwise detailed herein, Respondent shall indemnify and hold Petitioner harmless on all debts and obligations Respondent is ordered to pay, and any such debts and obligations associated with any property awarded to her.

25. Both Parties shall notify all creditors regarding the division of debts, assignment of payment liabilities, and the name and current address of both Parties.

26. Pursuant to U.C.A. §§15-4-6.5, 81-3-105 and 81-4-501, the Parties shall provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

ALIMONY

27. Neither party shall be awarded alimony, and each waives any claim for alimony from the other both now and forever in the future

ATTORNEY FEES

28. Each party shall pay their own attorney fees and costs incurred in connection with this action.

GLOBAL SETTLEMENT

29. As a global resolution of the marital estate, the parties agree as follows: Petitioner is awarded the marital home with total equity of \$349,118, entitling Respondent to one-half thereof, or \$174,559. After accounting for the credits and offsets, including the business account withdrawal and Petitioner's payment of the parties' joint IRS tax debt, Petitioner shall pay Respondent the sum of \$154,559 as full and final equalization of the marital estate. This payment shall be made no later than July 20, 2026, and shall constitute a complete and final resolution of all marital property claims between the parties.

MUTUAL RESTRAINING ORDERS

30. Both Parties shall be mutually restrained from attempting, threatening, or committing domestic violence against the other party, to include stalking, harassing, threatening physical harm, causing any other form of abuse, and interfering with the other party's telephone, utilities, insurance, email, social media accounts, or other services.

31. Neither party shall access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, Amazon Prime account, or medical accounts. John shall be permitted to continue to use the Netflix account that is associated with his T-Mobile account.

32. Neither party shall distribute the other party's image or personal information.

33. Neither party shall disparage, defame, insult, demean, or harm the reputation of the other by posting on social media accounts or other internet sites or disparaging the other party to any professional colleagues or employers.

MISCELLANEOUS PROVISIONS

34. If either party is found in contempt for violating a provision of the Decree of Divorce, that party shall be responsible for a reasonable amount of attorney fees and court costs incurred by the prevailing party.

35. Both Parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of this Decree of Divorce. Should a party fail to execute a document within sixty (60) days of the entry of this Decree of Divorce, the other party may bring a Motion to Enforce 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.

36. The parties' attorneys shall work together cooperatively via email to finalize the divorce case. They shall follow the timelines in Utah R. Civ. P. 7(j) in presenting proposed drafts via email and approving them within seven (7) days and filing them with the Court for ratification if no response is received.

37. Respondent shall be immediately restored to the use of her former maiden name "Behunin" should she so choose.

38. The parties hereby agree to the foregoing terms as a full and complete stipulation,

agreement, and resolution to their divorce case.

END OF DECREE OF DIVORCE.

*******SO ORDERED*******

In accordance with U.R.C.P. 10(e), the official signature of the court authority who has hereto attached a signature to this Order of the Court shall appear at the top of the first page.

RULE 7 NOTICE

You are hereby notified that pursuant to Rule 7(j)(4) that you have seven (7) days from the date of service of this proposed Order, the 7th day of May, 2026 to file an objection with the court if you object to the form of the Order. If you fail to file an objection with the court within the 7 days allowed by Rule 7, any objection you have to the form of the order shall be waived, and the court may sign and enter this order.

DATED this 7th day of May 2026

/s/ Megan Arnold

Attorney for Petitioner

APPROVED AS TO FORM:

DATED this 11th day of May, 2026

/s/ Melissa Patten-Greene

Melissa Patten-Greene

Attorney for Respondent

[electronically affixed Ms. Patten-Greene's signature via email on 5/11/2026]

CERTIFICATE OF SERVICE

I HEREBY certify that on the 7th day of May, 2026, a true and correct copy of the foregoing document was served by the method indicated below to the following:

Melissa Patten-Greene <i>Attorney for Respondent</i> Email: melissa.mpglaw@gmail.com	<input type="checkbox"/> E-file Notification <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile Transmission
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/s/ Megan Arnold
Attorney for Petitioner