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IN THE SECOND JUDICIAL DISTRICT COURT, IN AND FOR DAVIS COUNTY STATE OF UTAH	
In the Matter of the Marriage Of: DANIEL JAY WHEELWRIGHT, Petitioner, and, SHANEL MONIQUE WHEELWRIGHT, Respondent.	DECREE OF DIVORCE Case No: 244701125 Judge: RAWSON Commissioner: WINKLER

COMES NOW Respondent Shanel Monique Wheelwright, and through undersigned counsel, and hereby submits the following Decree of Divorce against Petitioner Daniel Wheelwright based upon the parties' Settlement Agreement, previously filed 07/09/26. Based thereon, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The parties were married on April 4, 2013 in San Diego County, State of California and are presently married.
2. The parties separated on or about December 1, 2023.
3. The above-entitled district court has jurisdiction over the subject matter of this action pursuant to Utah Code Ann. §78A-5-102.
4. The above-entitled district court has personal jurisdiction over the parties in this matter pursuant to Utah Code Ann. §81-4-402, because both parties were residents of Davis County,

State of Utah, for more than three months immediately prior to the commencement of this action.

5. There is one remaining minor child of this marriage, to wit: S.W., born 03/26/2012. No other children are expected.

6. Legal Custody. Shanel is awarded sole legal custody of the minor child. Additionally:

- a. Both parties shall have access to the minor child's records and the ability to consult with providers regarding education, child care, and health care.
- b. When Shanel travels with the minor child outside of the State of Utah, she shall provide, in advance, a travel itinerary to Daniel. Daniel is not permitted to travel with the minor child.
- c. If either party relocates more than 150 miles away from the other parent, the provisions of Utah Code Ann. §81-9-209 shall apply.

7. Physical Custody. Shanel is awarded sole physical custody of the minor child.

8. Parent-Time.

- a. *Standard Parent-Time:* Daniel's parent-time shall be on alternating Saturdays, from noon to 4:00 p.m.
- b. *Holiday Parent-Time:* In even-numbered years, Daniel shall receive three hours of parent-time on July 4th, Thanksgiving Day, and Christmas Eve. In odd-numbered years, Daniel shall receive three hours of parent-time on July 24th, Christmas Day, and New Years Eve. Daniel shall receive four hours of parent-time on Father's Day every year.
- c. *Extended Parent-Time:* There shall be no extended parent-time.

d. *Transportation and Exchanges:* Transportation shall be shared between the parties. Exchanges shall occur at the Syracuse Police Department or other agreed-upon public place.

e. *Virtual Parent-Time.* The parties shall be entitled to virtual parent-time at reasonable times and for reasonable duration. The minor child shall be permitted to contact either party anytime she may choose.

9. School Enrollment: Shanel's residence shall be designated as the primary parent for school enrollment purposes.

10. Passport. The parties shall work together to obtain a passport for the minor child. Any request from one party to the other for documents to be signed or provided shall be completed within seven (7) days. Shanel shall keep possession of the passport.

11. Incomes.

a. Shanel's gross monthly income is \$6,229.76.

b. Consistent with the parties' *Temporary Order*, Daniel has been imputed at \$6,734.00 gross monthly income based upon his historical earnings. Recognizing that Daniel has experienced some work limitations, instead, the parties agree that Daniel shall be imputed at \$5,387.00 gross monthly income.

12. Child Support. Using a Sole Custody Calculator, Daniel's child support obligation is set at \$527.00 beginning August 2026.

a. Child support shall be paid one-half on or before the 5th and 20th each month.

b. The parties shall be entitled to utilize the Office of Recovery Services for the collection and payment of child support.

c. Child support shall automatically terminate upon the minor child reaching the age of eighteen or graduating from high school during the normal and expected year of graduation, whichever is later

13. Child-Related Arrears. Pursuant to the *Judgment and Order on 01/15/26 Review Hearing*, the Court has already entered a judgment against Daniel and in favor of Shanel for child support and medical insurance premium arrears owing as of January 15th, 2026, in the amount of \$9,425.00. Nothing has been paid towards these arrears. Additionally, Daniel has continued to accrue child support and medical insurance premium arrears. As of July 7th, 2026, the total amount of said arrears is \$13,494.50. This amount shall be paid by Daniel to Shanel through the home sale proceeds as directed in Paragraph 23 below.

14. Medical, Dental and Vision Expenses. Either party who can obtain medical, dental, and vision insurance for the minor child at a reasonable cost shall do so in accordance with Utah Code Ann. §81-6-208. The parties shall additionally equally split the cost of such premiums, and additionally shall equally split the cost of all reasonable and necessary non-covered medical, dental, and vision expenses pursuant to Utah Code Ann. §81-6-208.

a. If, at any point in time, the minor child is covered by the medical, dental, or vision insurance plans of both parties, the medical, dental, or vision insurance plan of Shanel shall be the primary coverage for the minor child and the medical, dental, or vision insurance plan of Daniel shall be the secondary coverage for the minor child. If a parent remarries and his or her minor child is not covered by that

parent's medical, dental, or vision insurance plan but is covered by a step-parent's plan, the medical, dental, or vision 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 minor child.

15. Child Care Expenses. The parties shall equally divide the cost of work-related childcare expenses pursuant to Utah Code Ann. §81-6-209.

16. Extracurricular Activities. The costs associated with the minor child's extracurricular activities, which are agreed upon in writing prior to enrollment, shall be divided equally between the parties.

17. School Fees. All mandatory school fees, class fees, field trip fees, and school lunch fees shall be divided equally between the parties.

18. Tax Benefits Related to Minor Child. Commencing with the 2026 tax year and going forward, Shanel shall be entitled to claim the minor child for even-numbered tax years and Daniel shall be entitled to claim the minor child for odd-numbered tax years. However, Daniel shall not be entitled to claim a minor child for tax purposes unless he is current on his child support obligation by December 31st of the tax year in question.

19. Alimony. Neither party shall be awarded alimony from the other, now or in the future.

20. Prior Taxes.

- a. *2022 Taxes:* The parties shall file taxes jointly for 2022 and equally divide any monies owed or refund received. Shanel shall select an accountant to prepare the taxes, and the parties shall equally divide the cost of the accountant.

The parties shall each provide documents to the accountant within three (3) business days of the accountant making any request for documentation.

b. *2023-2025 Taxes:* Shanel has already filed taxes individually for tax years 2023 through 2025. Daniel shall file his own taxes for 2023 through 2025, and be solely responsible for any monies owed or refunds received.

21. Bank Accounts. Each party shall be awarded any checking or savings accounts in their own names. There are no joint bank accounts to be divided.

22. Business Interests. During the course of the marriage, Daniel established a business known as DJ Photography. Daniel is awarded the business, including all debts and equities associated therewith, and he shall indemnify and hold Shanel harmless therefrom. As part of this award, Daniel shall receive all of his professional camera equipment that he has not already sold. Moreover, Daniel shall be prohibited from using any advertising materials that include Shanel's voice or image.

23. Proceeds from the Sale of the Marital Home. During the course of the marriage, the parties purchased and resided in a home located at 1439 W. 1200 N., Layton, UT 84041. The parties previously sold this home and the equity proceeds have been held in an escrow account with Cottonwood Title in the amount of \$178,104.14. The escrow funds shall be divided as follows:

a. First, \$16,893.68 shall be paid to Midland Credit Management, for a settlement combining marital debts (B&H credit card ending 4813 (\$11,917.30), and Best Buy credit card ending 5202 \$4,976.38);

- b. Second, \$175.00 shall be paid to Intermountain Health for unpaid co-payments associated with S.W.'s medical appointments;
- c. Third, \$1,948.71 shall be paid to Anita Crittenton for repayment of a computer equipment loan (monitor);¹
- d. Fourth, \$2,166.40 shall be paid to Chase Visa for the credit card ending 1602;
- e. Fifth, \$4,076.12 shall be paid to Goldenwest Credit Union for the credit card ending 9482, and upon repayment this joint credit card shall be closed;
- f. Sixth, \$11,381.61 shall be paid to American Express for the credit card ending 71002 and upon repayment this joint credit card shall be closed;
- g. Seventh, \$1,094.85 shall be paid to Wells Fargo for the collections account for the credit card ending 5832,
- h. Eighth, \$3,479.00 shall be paid to Capital One for the collections account for the credit card ending 9292,
- i. Ninth, \$1,053.80 shall be paid to Capital One for the collections account associated with credit card ending 3503;
- j. Tenth, the remaining amount shall be divided equally to determine each party's one-half portion. Shanel shall receive her one-half portion in full. From Daniel's portion, the following amounts shall be paid *directly by the escrow company to the following individuals or entities*:

¹ All other monies owed to Anita Crittenton for personal loans shall be solely Shanel's responsibility to repay.

- i. First, \$43,786.50 shall be paid to Shanel, consisting of a) \$13,494.50 for child support and medical insurance arrears accrued through and including July 7th, 2026, b) \$11,292.00 for marital personal property that Daniel sold, and was held in contempt for, during the pendency of the divorce; and, c) \$19,000.00 representing previous attorney fees awarded to Shanel as well as partial reimbursement for additional attorney fees she incurred in this matter. Upon this payment to Shanel, Shanel shall file a Satisfaction of Judgment in the parties' divorce matter.
- ii. Second, \$6,044.54 shall be paid to US Bank for debts associated with Daniel's Tesla that was repossessed, account ending 2747;
- iii. Third, \$3,065.00 shall be paid to OpenDoor for late check-out fees associated with the sale of the marital home;
- iv. Fourth, \$1,897.66 shall be paid to Rocky Mountain Power for unpaid utilities, account ending 6589-0012 while Daniel resided in the marital home but did not pay utilities;
- v. Fifth, \$283.00 shall be paid to Enbridge Gas (formerly Dominion Energy), account ending 9366 for unpaid utilities while Daniel resided in the marital home but did not pay utilities; and,
- vi. Finally, Daniel shall receive any remaining monies from his one-half share (approximately \$12,840.78, to be paid to Daniel at same time Shanel receives her distribution as well).

24. Additional Debt Provisions:

- a. The parties understand and agree that many of the debt balances listed in Paragraph 23 above are reduced amounts Shanel has negotiated with the various financial institutions, but which remain unpaid at the time of this Settlement Agreement. If for any reason the financial institutions ultimately require greater payment than the amounts outlined in Paragraph 23(a)-(i), the parties shall equally divide any additional monies owed. If the financial institutions require greater payment than the amounts outlined in Paragraph 23(j)(i)-(vi), Daniel shall be solely responsible for the timely repayment of the additional amounts.
- b. The parties are each responsible for any other debts they have incurred after the date of separation.
- c. If any additional marital, pre-separation debts later become known, timely repayment of the debt shall be the sole responsibility of the party who incurred the debt.
- d. The parties shall indemnify and hold one another harmless from any debts they are assigned to pay herein, or that may arise later.

25. Miscellaneous Checks. Shanel currently possesses two checks which shall be handled as follows:

- a. Layton City Corp., check no. 80086, for \$52.02, shall be given to Daniel and then he may cash the check and keep the funds.
- b. NewRez LLC., check no. 6668361, for \$384.63, shall be signed by Shanel and then given to Daniel, and then he may cash the check and keep the funds.

26. Personal Property. Each party shall be awarded the personal property that is currently in his or her possession, with the following exceptions:

a. Daniel currently has marital property held in a storage unit. The parties agree that Shanel shall be able to accompany Daniel's father (Kelly Wheelwright) to the storage unit to retrieve marital property of her choosing and the rest of the items shall be awarded to Daniel. Pending availability of Kelly Wheelwright, Shanel shall strive to pick up these items within fourteen (14) days of both parties having signed the Settlement Agreement.

b. The parties' adult son's 22 rifle is in possession of Daniel's father, and Daniel's father shall ensure the rifle is returned to the adult son within two weeks of the parties signing the Settlement Agreement.

27. Vehicles. Each party shall be awarded the vehicles in their possession, if any. Daniel has just purchased a Camry which shall be awarded to him free and clear of any claim by Shanel. There are no joint loans to be divided, and keys and titles have already been transferred as necessary.

28. Retirement and Investment Accounts. Each party shall be awarded their own retirement and investment accounts, if any.

29. Vexatious Litigant Designation. The Court's previous vexatious litigant designation against Daniel shall remain in place.

30. Police Contact. Daniel shall not call the police unless there is an immediate threat to life, death, or serious injury.

31. Mutual Restraining Orders.

a. During or immediately prior to parent-time, neither party shall consume illegal drugs or prescription drugs in a non-prescribed manner. During or immediately or prior to parent-time, Daniel shall not consume alcohol at all, and Shanel shall not consume alcohol to excess.

b. The parties shall communicate in writing only through Talking Parents. All communications between the parties shall be civil and reasonable in nature. Name calling, cussing and foul language is never civil or reasonable. Communications shall be related to the minor child and marital finances only, and shall not include any insults or personal attacks.

c. Absent an emergency, neither party shall send any message to one another between the hours of 10:00 p.m. and 7:00 a.m. Neither party shall send messages in a voluminous or harassing manner.

d. Neither party shall discuss the litigation or adult matters with the minor child, or in any other manner such that the minor child may become aware of it.

e. Neither party shall belittle, demean, or disparage one another in the presence of the minor child, nor shall they allow third parties to do so in the presence of the minor child.

f. Neither party shall belittle, demean, or disparage one another on social media or discuss any aspect of this case on social media, nor should they allow any third parties to do the same.

g. Each party shall stay 500 feet away from one another's residence. The parties agree there is no reason they should go to one another's residence for any reason.

h. If the parties need to exchange items for the minor child, it shall be arranged through the parties and done so at a neutral location.

i. Each party shall be permanently restrained from harassing, annoying, threatening, hurting, or otherwise bothering the other party.

j. Each party shall be restrained from committing, trying to commit, or threatening to commit any form of violence against the other. This includes stalking, threatening, physically hurting or causing any other form of abuse.

32. Attorney Fees and Costs. Except for the previous attorney fee judgments addressed above, each party shall be responsible for their own attorney fees and costs incurred in this action.

33. Maiden Name. Shanel shall be restored to the use of her maiden name if she so desires, Shanel Fuller.

34. Protective Order. The parties agree, pursuant to Utah Code Ann. §78B-7-605, to dismissal of the protective order against Shanel in the matter of *Daniel Jay Wheelwright v. Shanel Monique Wheelwright*, Case No. 244700758 following entry of the *Decree of Divorce* in this matter.

35. Each party shall be required to notify respective creditors or obligees, regarding the Court's division of debts, obligations, or liabilities and regarding the parties' separate, current addresses and phone numbers.

36. If at any time should either party is forced to return to Court following the other party's noncompliance with this Decree, the noncomplying party shall be responsible for all the other party's attorney fees and costs associated with enforcement of the Decree.

*******END OF DOCUMENT*******
COURT SIGNATURE AND DATE APPEAR AT TOP OF FIRST PAGE

NOTICE TO PARTIES

Pursuant to Utah Rules of Civil Procedure §7(j), the proposed DECREE shall be filed with the above-entitled court seven (7) days after service upon you and submitted to the Court for signature. Your Objection, if any, must be filed with the Court within seven (7) days after service.

NOTICE TO CREDITORS

Pursuant to Utah Code Ann. §§15-4-6.5, 30-2-5 and 30-3-5(1), the Parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree.

Therefore, **the party NOT obligated to pay a joint obligation may:**

1. Send a copy of the Decree of Divorce to each creditor he/she is not required to pay as soon as possible.
2. Notify the joint creditor of the current address for each party; and
3. Inform the joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay

the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

CERTIFICATE OF SERVICE

I hereby certify that on the 15th Day of July 2026, I caused a true and correct copy of the foregoing pleading to be served via email to:

Daniel Wheelwright
Petitioner – *pro se*
djwheelwright@yahoo.com

/s/ Lauren Schultz