



BURTON LAW FIRM, P.C.
Peter E. Bracken (13500)
3785 Harrison Blvd., Main Floor
Ogden, Utah 84403
Telephone: (801) 393-1106
Facsimile: (801) 393-1107
peter@burtonlawfirmnpc.com

Attorney for Petitioner

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

IN THE MATTER OF THE MARRIAGE OF KELLY BURNINGHAM, Petitioner, and RICK BURNINGHAM, Respondent.		DECREE OF DIVORCE Case No: 244701653 Judge: Hon. Michael D. DiReda Commissioner: Julie Winkler

The Petitioner filed her Petition for Divorce on the 16th day of October, 2024. The Respondent filed his Answer on the 26th day of November, 2024. The parties and their counsel of record attended a Judicial Settlement Conference on June 3, 2026 with Hon. Judge Michael S. Edwards and their stipulation was read onto the record and confirmed through the written stipulation signed on the 7th day of August by Respondent and on the 10th day of August by Petitioner. The Court, having reviewed the stipulation on the record, the written stipulation, Petitioner's Affidavit of Jurisdiction in Support of the Decree of Divorce, having previously

entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby ORDER, ADJUDGE AND DECREE AS FOLLOWS:

DECREE OF DIVORCE

The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

JURISDICTION

1. The Petitioner was for more than three (3) months prior to filing this action an actual and bona fide resident of Davis County, State of Utah.
2. This Court has jurisdiction over Petitioner's claims pursuant to Utah Code Ann. § 78A-5-102 and Utah Code Ann. § 81-4-402.

GROUND

3. Petitioner and Respondent were married on the 21st day of September, 1991, in Layton City, Davis County, State of Utah.
4. During the course of the marriage, the parties have encountered irreconcilable differences that have made the continuation of the marriage impossible, resulting in the parties being separated as of September 7th, 2024.
5. All children born as issue of this relationship and marriage are adults over the age of 18 or are otherwise emancipated.

REAL PROPERTY

6. During the course of the marriage, the parties acquired real property located at 488 Carriage Lane, Kaysville, UT 84037 ("Property"). The Respondent shall be awarded the exclusive use and possession of the Property and shall be solely

responsible for all debts associated with the Property including any mortgage payment, utilities and other related expenses. The equity of the Property shall be divided equally between the parties. Within 60 days of the entry of the Decree of Divorce, the Respondent shall pay to the Petitioner an amount equal to half the equity in the home, to be determined using an appraisal from a mutually agreed upon appraiser for the calculation. The parties shall each pay one-half of the appraisal cost. The credits and offsets provided in Paragraphs 14, 16, 17, and 22(a) shall be applied when calculating the amount payable to Petitioner under this paragraph.

7. In the event the Respondent cannot pay Petitioner her half of the equity within 60 days of the entry of the Decree, the Property shall be sold immediately using a mutually agreed upon realtor, and the equity equally divided between the parties once closing costs, realtor costs, and any other costs associated with the sale of the home are paid. Neither party shall delay the sale of the home and the parties shall follow the advice of the realtor for listing price, sale price, and any concessions that may need to be made. The credits and offsets provided in Paragraphs 14, 16, 17, and 22(a) shall be applied to the parties' respective shares of the net sale proceeds.

BUSINESS PROPERTY

8. During the marriage, the parties acquired a business interest in Ben Cook Sales.
9. Petitioner shall receive a \$25,000 credit for marital funds used to purchase the Ben Cook Sales and assets. That credit shall be applied as an offset in the division

of the equity in the marital residence and shall not constitute a separate or immediate cash-payment obligation.

10. Following this application of the \$25,000 credit, Respondent is awarded the Ben Cook Sales business and assets, free and clear of any claim of Petitioner, including any debts or expenses associated with the business.

PERSONAL PROPERTY

11. Petitioner shall receive \$10,000 as credit for marital funds used to purchase NFL Tickets. The credit shall be applied through the division of the equity in the Property and shall not constitute a separate or immediate cash-payment obligation. Following application of the credit, Respondent is awarded the NFL tickets, free and clear of any claim of Petitioner.
12. Petitioner shall receive \$26,500 as credit for marital funds used to purchase the parties' coin collection. The credit shall be applied through the division of the equity in the Property and shall not constitute a separate or immediate cash-payment obligation. Following application of the credit, Respondent is awarded the coin collection, free and clear of any claim of Petitioner.
13. The Petitioner is awarded the parties' timeshare, assuming all debts, costs, and expenses associated with the timeshare, free and clear of any claim of Respondent. Petitioner shall timely take all reasonable steps necessary to remove Respondent's name from the timeshare and from any debt, maintenance obligation, contract, or other liability associated with it. Until Respondent is removed, Petitioner shall timely pay all amounts associated with the timeshare and shall indemnify, defend, and hold Respondent harmless from any related debt,

expense, claim, late fee, collection activity, or damage to his credit. Respondent shall reasonably cooperate in signing documents necessary to complete the transfer or removal.

14. The parties shall be awarded the financial accounts that are solely in their name.
15. The parties shall be awarded the vehicles that they are currently driving, assuming any debts or expenses associated with the vehicles. The parties shall cooperate with each other to see that vehicles are transferred to the correct party.
16. Any and all other personal property has already been divided and shall stay with the party who is currently in possession of it, with the parties assuming any debts or expenses associated with the property.

STOCKS, BONDS, RETIREMENT, AND PENSION RELATED ASSETS

17. The parties have acquired stocks, bonds, mutual funds, retirement and/or pension related assets. They will be split as follows using a Qualified Domestic Relations Order (“QDRO”) where needed:
 - a. The Vanguard account in Petitioner’s name shall be awarded solely to Petitioner, free and clear of any claim by Respondent. Respondent shall, however, receive a credit of \$37,250 against the credits awarded to Petitioner under Paragraphs 14, 16, and 17. The parties agree that these competing credits result in a net credit of \$24,250 in favor of Petitioner, calculated as follows: Petitioner’s Credits for Business at \$25,000, NFL Tickets at \$10,000, and Coin Collection at \$26,500, totals \$61,500. Less Respondent’s Vanguard credit at \$37,250, results in a net credit to Petitioner of \$24,250. The net \$24,250 credit shall be paid solely through an adjustment to the parties’

respective shares of the equity in the Property, whether through Respondent's buyout of Petitioner or through the distribution of net sale proceeds. Neither party shall otherwise be required to make a separate cash payment or distribution from a retirement or investment account to satisfy these credits.

- b. The Petitioner shall receive 75% of the value of the Capital Group, American Funds Traditional IRA account that is in Respondent's name. The remainder of the account will be awarded solely to Respondent, free and clear of any claim from Petitioner.
- c. The parties shall equally split the value of the Fidelity Brokerage account, being awarded 50% each.
- d. The Respondent is awarded the Capital Group, American Funds ROTH IRA that is in Respondent's name in totality, free and clear of any claim from Petitioner.
- e. The Respondent is awarded his 401k in totality, free and clear of any claim from Petitioner.
- f. Any other accounts not listed are awarded to the party whose name is on the account free and clear of the other party.

NOTICE TO CREDITORS

- 18. Pursuant to Utah Code Ann §§ 15-4-6.5, 81-3-105 and 81-4-406(3), 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 of Divorce. Therefore, each party shall:

- a. Send a copy of the Decree of Divorce as soon as possible to each creditor he/she is not required to pay;
- b. Notify the joint creditor of the current address for each party;
- c. 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.

ALIMONY

19. No alimony shall be awarded to either party, either now or in the future. Each party permanently and irrevocably waives any present or future claim for alimony from the other.

HEALTH INSURANCE

20. Each party shall cover their own health insurance premiums.

LIFE INSURANCE

21. If either party owns a life insurance policy or an annuity contract, the Court, pursuant to Utah Code Ann. § 81-4-406(3)(d), shall acknowledge that the owner of the policy (a) has reviewed and updated, where appropriate, the list of beneficiaries; (b) has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and (c) understands that if no changes are made to the policy or contract, the beneficiaries currently listed

will receive any funds paid by the insurance company under the terms of the policy or contract.

TAX FILING

22. The parties shall file their taxes separately for the tax year 2026 and each year thereafter.

ATTORNEY'S FEES AND COSTS

23. The parties shall be responsible for his or her own attorney's fee incurred during the divorce proceedings.

RESTRAINING ORDERS

24. The following restraining orders shall issue:
- a. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party or from committing any domestic violence or abuse against the other party.
 - b. Both parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations.
 - c. Neither party shall 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.
 - d. Neither party shall use the other party's name, likeness, image, identification, or photographs to post to websites such as Facebook or other websites, without the other party's express permission. Any current use or posting of

the other party shall be removed, unless the other party expressly consent to it remaining posted.

- e. Both parties shall be restrained from contacting the other party either directly or indirectly. Nothing in this paragraph prohibits reasonable communications or contact necessary to implement this Stipulation and the Decree of Divorce, including communications regarding the Property, appraisal, refinancing, sale, personal-property transfer, account division, timeshare, taxes, or execution of documents.
- f. Both parties shall be restrained from coming to the home, work place, or places where the other party is known to be present without the other party's express permission.

MISCELLANEOUS PROVISIONS

- 25. Each party is ordered to take any action to execute and deliver to the other party such documents, as is required to implement the provisions of the decree of divorce entered by the Court within 30 days of the entry of the Decree of Divorce unless there is a further deadline explicitly stated in the Decree.
- 26. If the party ordered to execute a document fails to do so within the time specified, the other party will be authorized to execute the document under Rule 70.
- 27. Petitioner is entitled to resume the use of her maiden name, Willard, if she so desires.

--END OF ORDER--

Signed as indicated at the top of page one

RULE 7 NOTICE TO RESPONDENT

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Decree of Divorce to the Court for signature upon the expiration of seven (7) days after service (and an additional three days if mailed), or upon written objection.

DATED this 9th day of July, 2026

/s/ Peter E. Bracken
Peter E. Bracken
Attorney for Petitioner

DATED this 7th day of August, 2026

Approved as to form and content:

/s/Tyson C. Stokes*
Tyson C. Stokes
Attorney for Respondent

*Electronically signed by Melody Knowlden with written permission.

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of July, 2026 I sent a true and correct copy of the forgoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Tyson Stokes
KAUFMAN, NICHOLS, & KAUFMAN
205 26th St., Ste. 34
Ogden, UT 84401
tyson@knoklaw.com

x E-Mail

/s/ Melody Knowlden

Paralegal