



MATONIS LAW FIRM PLLC
Marci L. Matonis (17267)
 3293 Harrison Blvd., #205
 Ogden, Utah 84403
 Telephone: (385) 560-4754
 marci@matonislawfirm.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

JESSICA READ

Petitioner,

and

DONALD READ,

Respondent.

DECREE OF DIVORCE

Case No. 264700676

Judge: Blaine Rawson

Commissioner: Julie Winkler

The Petitioner, Jessica Read (“Jessica”), filed her Petition for Divorce on May 12, 2026. The Respondent, Donald Read (“Don”), filed his Answer on June 10, 2026. The Parties attended mediation on July 23, 2026 and settled all issues in their pending divorce action. The executed Stipulation was filed with the Court on July 29, 2026. Pursuant to the terms of the Stipulation, the parties have consented that a Decree of Divorce be entered consistent with the terms therein.

The Court having reviewed the Petitioner's Affidavit of Jurisdiction in Support of the Decree of Divorce, and 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 parties were for more than three (3) months prior to filing this action actual and bona fide residents of Davis County, State of Utah.
2. This Court has jurisdiction over the parties' claims pursuant to Utah Code Ann. §78A-5-102 and Utah Code Ann. § 81-4-4 *et seq.*

GROUND

3. The parties were married on the 30th day of March 2018, in Taylorsville City, State of Utah.
4. During the course of the marriage, the parties have encountered irreconcilable differences.

CHILDREN

5. No children are of issue of this marriage.

REAL PROPERTY

6. During the course of the marriage, the parties acquired real property located at 1335 South 1925 West in Syracuse, Utah ("Syracuse Property").

7. The Syracuse Property shall be awarded to Jessica, together with all equity therein, as her sole and separate property free and clear of any claim or interest of Don; with this Syracuse Property being awarded to her subject to all debt and encumbrance thereon, which she shall hold Don harmless from. Jessica is solely responsible for the mortgage payments, taxes, insurance, all utilities and routine/regular upkeep and maintenance in connection with the Syracuse Property.

8. Within six months of the closing date in connection with the sale of the Cedar City Property addressed at Paragraph 11 below, Jessica shall refinance, assume or otherwise finance the mortgage loan on the property in order to remove Don from the obligation.

9. In conjunction with Jessica removing Don from the mortgage loan, Don shall execute a quitclaim deed (or other type of deed if required by a lender) in order to deed the Syracuse Property to Jessica in its entirety.

10. Should Jessica fail to remove Don from the mortgage obligation within the time frame set forth at Paragraph 8 above, then the Syracuse Property shall be promptly listed for sale and sold. In the event of a sale of the Syracuse Property, the following provisions shall apply:

- a. Jessica shall solely handle all aspects of the sale, including selection of a realtor and the terms of the sale. Don shall cooperate fully with the listing and sale, including signing a listing agreement with the realtor of Jessica's choice, and signing off on any other documents required in relation to the listing and sale. Both parties shall exercise every reasonable and good faith effort to sell the

Syracuse Property and cooperate with the realtor in all respects in order to sell the Syracuse Property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.

b. Jessica shall be solely responsible for all costs of the sale, including closing costs, and commissions.

c. Upon the sale of the Syracuse Property, the sale proceeds shall be used to pay in full and retire the mortgage loan; together with paying the costs of the sale, including closing costs and commissions.

d. Jessica shall be awarded all remaining net proceeds from the sale.

11. During the course of the marriage, the parties acquired real property located at 3070 North 275 East in Cedar City, Utah ("Cedar City Property").

12. The Cedar City Property shall be placed/listed for sale with a mutually selected and agreed-upon realtor. Both parties must mutually agree to the listing price. All offers and/or counter-offers must be agreed upon by both parties in writing prior to being made to a potential buyer. No offer or counteroffer may be accepted without the prior written approval of both parties.

13. Both parties shall exercise every reasonable and good faith effort to sell the Cedar City Property and cooperate with the realtor in all respects in order to sell the Cedar City Property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.

14. There are currently renters in the Cedar City Property, and as long as there are renters in the Cedar City Property, the rental income shall be applied toward payment of

the mortgage and other reasonable and necessary expenses relating to the Cedar City Property. Pending sale of the Cedar City Property, until the end of the current renter's lease term expiring at the end of October 2026, the parties are each responsible for one-half of the mortgage payments and reasonable and necessary expenses relating to the Cedar City Property which are not otherwise covered by the rental income.

15. If the home is not sold by the end of October 2026, Donald shall be responsible for the entire amount of the mortgage, and all associated fees, on the Cedar City property.

16. In the alternative, Donald may refinance the Cedar City home with enough funds to pay off the debts in paragraph 17.

17. Upon the sale, or refinance, of the Cedar City Property, the outstanding mortgage balance, together with the costs of the sale (including closing costs and commissions), shall be paid. After payment of these obligations, the following debts shall be paid from the sale proceeds:

- a. The entire balance owing, at the time of mediation, on the AFCU (Honda Pilot) loan.
- b. The total amount of \$5,000.00 to be paid on the American Express credit card in Don's name.
- c. The entire balance owing, at the time of mediation, on the Tanner Clinic debt.
- d. The entire balance owing, at the time of mediation, on the Common Spirit debt.
- e. The entire balance owing, at the time of mediation, on the Green Sky debt.

- f. The entire balance owing, at the time of mediation, on the Fortiva debt.
 - g. The entire balance owing, at the time of mediation, on the Credo debt.
 - h. The entire balance owing, at the time of mediation, on the AFCU line of credit (#1201) debt.
18. The remaining balance on each of these debts shall be paid with the proceeds from the Cedar City home. Jessica shall be reimbursed out of the proceeds of the sale or refinance for any amounts she has paid toward her half of any of these debts, up to the amount owing at the time of mediation.
19. After payment of the foregoing debts and obligations, the remaining net proceeds from the sale of the Cedar City Property are awarded to Don as his sole and separate property free and clear of any claim or interest of Jessica.

PERSONAL PROPERTY

20. The parties have heretofore divided the personal property among themselves by agreement and each party shall keep the personal property in his or her possession as of the date of the Stipulation (July 23, 2026) as a full and complete division of personal property, with the exception of Don's books in the storage room, which are presently in Jessica's possession but are awarded to Don.
21. The parties will cooperate in order to arrange a date and time for Don to receive these items, which will take place within 120 days of the date of the Stipulation (July 23, 2026).
22. Jessica is awarded the 2020 Honda Pilot as her sole and separate property free and clear of any claim or interest of Don; subject to all debt, liability and encumbrance

thereon, which she shall hold him harmless from. Within 30 days of the date of the loan on the vehicle is paid in full, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

23. Don is awarded the 2012 Subaru Forester as his sole and separate property free and clear of any claim or interest of Jessica; subject to all debt, liability and encumbrance thereon, which he shall hold her harmless from. Within 30 days of the date of the Stipulation (July 23, 2026), the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

DEBTS

24. Jessica shall be responsible for the following debts:

- a. DFCU Visa (#3018)
- b. Nibbles credit card
- c. Any other credit cards solely in her name, any other debts incurred solely by her and/or in her name, and any debts incurred solely by her since the date of separation on 2/6/26
- d. Her own medical and dental expenses (with the exception of the Tanner Clinic and Common Spirit debts to be paid from sale of the Cedar City Property identified at Paragraph 11 above.)

25. Donald shall be responsible for the following debts:

- a. American Express credit card in his name (any and all balance over the \$5,000.00 to be paid from sale of the Cedar City Property identified at Paragraph 11 above).

- b. Any other credit cards solely in his name, any other debts incurred solely by him and/or in his name, and any debts incurred solely by him since the date of separation on 2/6/26.
 - c. His own medical and dental expenses.
- 26. Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.
- 27. The loan owing to Round Point for the mortgage on the Syracuse Property identified at Paragraph 6 above shall be handled as follows:
 - a. The loan is in both parties' names and both parties are jointly obligated on the loan.
 - b. Jessica shall continue to service the monthly mortgage payments on the loan pending a refinance/other financing/assumption or sale of the Syracuse Property as addressed at Paragraph 6 above.
 - i. In the event of a refinance/other financing/assumption, Don will be removed from the obligation and Jessica will be solely responsible for the obligation.
 - ii. In the event of a sale, the loan will be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligation.
- 28. The loan owing to PNC for the mortgage on the Cedar City Property identified at Paragraph 11 above shall be handled as follows:
 - a. The loan is in both parties' names and both parties are jointly obligated on the loan.

b. Pending sale of the Cedar City Property as addressed at Paragraph 11 above, the monthly mortgage payments on the loan shall continue to be serviced by the rental income. The parties are each responsible for one-half of the mortgage payments which are not otherwise covered by the rental income, until the end of October 2026, which is the end of the current rental lease term.

c. If the property is not sold by the end of October 2026, which is the end of the current rental lease, Donald shall then be responsible for the entire mortgage on the Cedar City home until the property is sold.

d. In the alternative, Donald may refinance the Cedar City home with sufficient funds to pay off the debts listed in paragraph 17 and paragraph 29.

e. In conjunction with sale of the property, the loan will be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligation.

f. Jessica shall be reimbursed her half of any mortgage payments, and associated fees which she made during the pendency of the sale of the Cedar City property.

29. The Tanner Clinic (approximate balance \$350.00), Common Spirit (approximate balance \$800.00), Green Sky (approximate balance \$5,500.00), Fortiva (approximate balance \$500.00), Credo (approximate balance \$4,070.00) and AFCU line of credit (#1201-- approximate balance \$1,000.00) debts shall be handled as follows:

a. Each party shall be responsible for one-half of the minimum monthly payments on these obligations pending sale of the Cedar City Property identified at Paragraph 11 above and payoff of the obligations in conjunction with the sale.

- b. No charges shall be made on any of accounts, nor shall these obligations be increased by either party.
 - c. The outstanding balances owing on these obligations at the time the Cedar City Property sells shall be paid out of the house sale proceeds as set forth at Paragraph 15 above.
 - d. In addition, Jessica shall be reimbursed out of the house sale proceeds of the Cedar City Property for her half of any payments made on the outstanding balances of the debts owing at the time of mediation.
30. The AFCU (Honda Pilot) loan shall be handled as follow:
- a. Jessica is solely responsible to service the monthly payments on the loan pending sale of the real property identified at Paragraph 11 above and payoff of the loan in conjunction with the sale.
 - b. This loan shall not be increased by either party.
 - c. The outstanding balance owing on the loan at the time the house sells shall be paid out of the house sale proceeds as set forth at Paragraph 17 above.
 - d. In addition, Jessica shall be reimbursed out of the house sale proceeds for all payments she makes to the Honda loan during the pendency of the sale of the Cedar City Property, up to the amount owing at the time of mediation.

RETIREMENT

31. Each party is awarded any and all retirement, pension and investment assets, interests and accounts in their own name, together with all funds therein as their sole and separate property free and clear of any claim or interest of the other party.

BANK ACCOUNTS

32. The joint accounts at AFCU (#1201), together with all funds therein, shall be awarded to Jessica as her sole and separate property free and clear of any claim or interest of Don. The parties shall cooperate in order to complete and sign any forms necessary to remove Don from the accounts, which shall be completed within 30 days of the date of the Stipulation (July 23, 2026). Don shall not make any withdrawals, transfers or debits of any kind from the accounts.

33. Each party is awarded all financial institution accounts in their own names, together with all funds therein as their sole and separate property free and clear of any claim or interest of the other party. Specifically, Jessica is awarded her AFCU (#6837) and DFCU (#7706 and #7699) accounts, and Don is awarded his AFCU (#4284), DFCU (#8703, #8711 and #0334), American Express (#2532), GWCU (#0126), USAA (#9491) and Maverik (#1886) accounts.

TAX FILING

34. All state and federal tax returns for 2025 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.

35. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.

36. Commencing with the 2026 calendar tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

BUSINESS

37. Jessica shall be awarded the business "Jessica Read Law, PLLC" as her sole and separate property free and clear of any claim or interest of Don. Jessica shall be awarded the business, together with all business assets, equipment, accounts and property; which are awarded to her subject to any debt, liability and encumbrance thereon, which she shall hold Don harmless from.

INSURANCE

38. Jessica shall continue to be covered under Don's health insurance policy until entry of this Decree of Divorce. Once this Decree of Divorce is entered, Jessica shall be removed from the policy and is responsible for her own health insurance coverage at her sole cost.

39. There are no joint auto insurance policies. Each party shall be solely responsible for their own automobile insurance coverage at their own cost.

40. There are no whole life insurance or annuity policies with any cash value. Each party shall be awarded all term life insurance policies owned by them, in their names, and/or issued/provided through their own employer and/or employment; with each party under an affirmative duty to change their beneficiary designations accordingly.

ALIMONY

41. Neither party shall be awarded any alimony from the other now and forever in the future.

MISCELLANEOUS PROVISIONS

42. At her sole option and election, Jessica may be restored to her maiden surname of “Greenland”.

43. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party). Any and all communication between the parties shall be civil. Neither party shall use the other party’s likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

44. The parties shall each pay their own attorney fees and costs incurred in this matter.

45. This Decree of Divorce shall settle all claims and issues between the parties as of the date of the Stipulation (July 23, 2026). Accordingly, the parties expressly waive all such claims and interests, which are hereby extinguished.

46. Both parties shall execute all documents required in order to effectuate the terms of this Decree of Divorce.

--END OF ORDER --
Signed as indicated at the top of page one.

Approved as to form:

/s/ Andrew Fox*

Andrew Fox

Attorney for Respondent

**Electronically signed with permission from Mr. Fox via email dated 9/23/2026*

CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of August 2026, I sent a true and correct copy of the foregoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Andrew Fox
Attorney for Respondent

x Email

Jessica Read
Petitioner

x Email

/s/ Leslie Rosas
Paralegal