The Order of the Court is stated below:
Dated: October 06, 2026 11:39:03 AM
/s/ MICHAEL D DIREDA
District Court Judge

JACOB K. COWDIN, 14964
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PRIVATE RECORD

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

In the Matter of the Marriage of WHITNEY BUCKLEY, Petitioner, and JARED BUCKLEY, Respondent.	**DECREE OF DIVORCE** CIVIL NO. 264700944 JUDGE MICHAEL D. DIREDA COMMISSIONER JULIE WINKLER

WHEREFORE, the Court has reviewed the Findings of Fact and Conclusions of Law, Mediated Stipulation and Settlement Agreement, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged and decreed as follows:

1. Both parties are current residents and have resided in Davis County, State of Utah for three (3) months immediately prior to the filing of this action in accordance with Utah Code Ann. § 81-4-402(1).

2. Jurisdiction is proper in this Court pursuant to Utah Code Ann. § 81-11-202.

3. Venue is proper in this Court pursuant to Utah Code Ann. § 81-4-203.

4. The parties were married on or about March 6, 2009, in Salt Lake County, State of Utah, and are presently married.

5. Based upon Jared confession and felony conviction(s), that Whitney shall be granted a divorce based upon Jared's felony conviction(s) pursuant to Utah Code Ann. § 81-4-405(1)(f).

6. The parties have three (3) minor children born of their marriage, to wit: P.B. born September 2013, R.B. born March 2017 and M.B. born June 2020. No other children are expected.

7. The minor children are bona fide residents of the State of Utah and have been for at least six (6) months prior to the filing of this action. Utah is the home state of the minor children.

8. The parties are unaware of any other person(s) not a party to the action who has or claims to have any custody or parent-time rights to the children.

9. The parties are unaware of any party or witness to, or participated in any other litigation concerning the custody, child support or parent-time of the parties' minor children; nor do the parties have information about any custody, child support or parent-time proceeding concerning the minor children in this State or any other state or country.

10. The parties are unaware of any proceedings in the Juvenile Court concerning the minor children.

11. The facts, nature, and Jared's plea to various criminal charges immediately render him incapable of having any parent-time or custody of the minor children.

12. Jared is due to be sentenced to federal prison for a duration beyond that will last beyond the youngest child's minority. Upon information and belief, there is no chance

Jared will be granted early release at any time prior to the youngest child reaching the age of majority.

13. Whitney is the sole caregiver for the minor children and is able to meet any and all needs for the minor children. Whitney shall be awarded sole physical custody of the minor children.

14. Due the nature of Jared's criminal charges and his anticipated sentencing, Jared shall not be permitted any parent-time even in the event he is released prior to the children reaching the age of majority. Should Jared be released during the children's minority, any contact with the children is prohibited pending hearing with the Court, involvement and appropriate assessments by child psychologist(s), and appointment of a Guardian ad Litem, all to assess and determine whether any form of contact, even supervised, would serve the best interests of the minor children.

15. Due to Jared's felony conviction during the marriage, the presumption in favor of joint legal custody per Utah Code Ann. § 81-9-205(2)(a) is rebutted under subpart (ii) of the statute. Whitney is awarded sole legal custody.

16. Whitney alone shall have discretion as to whether the minor children will have any communication, and if so, in what form, for the duration of Jared's incarceration.

17. Jared is expressly prohibited from having any direct correspondence or communication with the children absent Whitney's written permission prior thereto.

18. Whitney is employed full-time earning a gross monthly income of $5,320.

19. Jared has been incarcerated over 90 days and will continue to be incarcerated, such that his income should be $0.00 or whatever amount he may earn working while incarcerated. *See* Utah Code Ann. § 81-6-211.5.

20. Child support is calculated under the sole custody calculator and pursuant to the Uniform Civil Liability for Support Act, Utah Code Ann. § 81-6-201 et. al. Based upon the sole custody calculator, Jared's child support obligation is $30 per month.

21. Notwithstanding the child support calculation and the requirement to equally divide and share one-half of the children's pro rata shares of health insurance expenses and out of pocket medical expenses per Utah Code Ann. § 81-6-208, and considering Whitney's receipt of all marital house equity and marital retirement funds, and further presuming Jared remains incarcerated for the duration of the children's minority, Jared has prepaid the minor children's child support, insurance premiums, and his share of medical costs for the remainder of the children's minority.

22. Any and all judgments, fines, penalties, fees, or other financial obligations stemming from Jared's criminal case(s) are solely assigned to Jared, with Whitney being held harmless and indemnified from the same.

23. Whitney will assume and be solely responsible for the mortgage associated with the marital home. All other debts shall be paid for solely by the party incurring the debt. Each party shall hold harmless and indemnify the other from any and all debts in their respective names.

24. During the relationship and marriage, the parties have accrued certain assets, including but not limited to, investment interests, financial accounts, pensions, etc.

Whitney shall receive the entirety of any and all such marital assets, to include the marital home, all retirement interests, and any other valuable asset in either party's name.

25. Jared shall be entitled to maintain any and all funds in his separate savings and checking accounts. Any and all other financial accounts shall be awarded to Whitney as her sole and separate property, free and clear of any claim by Jared. The parties are awarded the rights and use of their respective bank accounts following distribution as set out herein.

26. During the marital relationship, the parties acquired real property. Whitney is awarded the marital home located at 3407 W 550 N. West Point, Utah, as her sole and exclusive property, free and clear of any claim by Jared. This includes a full award of any and all equity available in the marital home to Whitney. Jared has quitclaimed his interest in the home to Whitney, with Jared will forfeit any and all interest in the same.

27. During the course of the marriage, the parties acquired certain items of personal property. Any and all personal property should be awarded to Whitney; save for any items she elects to provide to Jared or that has previously been provided to Jared. This includes title and ownership of vehicles, furniture, and any other property in the marital home or on the surrounding marital property, such as the garage, shed, or yard.

28. The parties are entitled to keep their personal possessions brought into the marriage.

29. Whitney shall return to her maiden name, Trimble, should she elect to do so.

30. That due to the nature and publicity of the criminal charges against Jared, Whitney, at her sole discretion, is permitted to change the minor children's last name to

Trimble as well. Considering the above, the factors set out in *Hamby v. Jacobson* support Whitney having the discretion to change the minor children's last name if she so elects. 769 P.2d 273 (Ut. App. Ct. 1989).

31. Whitney provides the primary care for the minor children and should continue to do so. As such, Whitney is entitled to claim the minor children for tax purposes each year.

32. Each party shall pay their own attorney fees and costs.

************END OF ORDER************

[SIGNATURE OF COURT TO APPEAR AT THE TOP OF PAGE ONE]

APPROVED AS TO FORM

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Gregory Skordas
Attorney for Respondent

NOTICE

Please take notice that pursuant to Rule 7, of the Utah Rules of Civil Procedure, a copy of the foregoing document has been served to you in accordance with the Certificate of Service served concurrently herewith. This document will be signed and entered by the Court unless objected to within seven days from the date on the Certificate of Service. Any objections must be filed prior to that time and served upon counsel.

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of September 2026 I caused to be served a true and correct copy of the foregoing via Electronic Notification to the following:

Gregory Skordas
Attorney for Respondent

/S/Loyola D. Padilla
Paralegal