The Order of the Court is stated below:
Dated: November 20, 2026 10:36:13 AM **/s/** JENNIFER VALENCIA
District Court Judge

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

In the Matter of the Marriage of: CONNIE SEELEY, Petitioner, and COLE SEELEY, Respondent.	**DECREE OF DIVORCE** ***AMENDED BY THE COURT JLV** CIVIL NO. 244700847 JUDGE JENNIFER VALENCIA COMMISSIONER JULIE WINKLER

This matter came before the Court for a Judicial Settlement Conference on June 2, 2026, before the Honorable Judge DiReda. Petitioner Connie Seeley (hereinafter "Mother") appeared personally and with her counsel, Michael Hepworth. Respondent Cole Seeley (hereinafter "Father") appeared personally and with his counsel, A. Douglas Anderson of The Utah Divorce Attorney Firm, PLLC. The parties reached a full settlement of all issues, the terms of which were read onto the record, and each party affirmed on the record that the agreement as stated was consistent with his or her understanding and that he or she was willing and able to abide by it. This matter also came before this Court on November 17, 2026 for further Pretrial regarding the Proposed Decrees which have been submitted by each party's respective counsel and Petitioner's Objection to Respondent's Request to Submit. The Court, having conisdered counsel's arguments, reviewed the record of the settlement conference and the Findings of Fact and Conclusions of Law entered concurrently herewith, and good cause appearing, hereby overrules Petitioner's Objections and HEREBY ORDERS, ADJUDGES AND DECREES:

DIVORCE

1. Mother and Father are each awarded a Decree of Divorce from the other on the ground of irreconcilable differences. This Decree shall become final upon signing and entry by the Court.

CUSTODY

2. **Legal Custody:** The parties have one minor child, KGS, born March 2018 (hereinafter "the child"). The parties are awarded joint legal custody of the child.

3. **Physical Custody:** The parties are awarded joint physical custody of the child, with each party exercising equal (50/50) parent-time as set forth below.

4. **Parenting Plan:** Because the parties share joint legal custody, the parties shall prepare and submit a Parenting Plan meeting the requirements of Utah Code § 81-9-203, which is incorporated into this Decree by reference as though fully set forth herein. The parties shall confer and cooperate in good faith with each other on all major decisions regarding the child, including educational, medical, and religious decisions.

PARENT-TIME

5. **Initial Transition Period:** Beginning Sunday, June 7, 2026, Father exercised three (3) weeks of uninterrupted parent-time with the child. Upon completion of Father's three weeks, Mother exercised three (3) weeks of uninterrupted parent-time with the child.

6. **Regular Schedule:** Upon completion of Mother's three-week period, the parties began, and shall continue, an alternating-week schedule, with the first week belonging to Father and the second week to Mother, and so on in continuing rotation.

7. **Make-Up Time:** Because Father's previously planned trip extended through June 29, 2026, Father was entitled to three (3) days of make-up parent-time for the days of his initial three-week period that he was unable to exercise, to be scheduled by mutual agreement of the parties without interfering with or reducing Mother's initial three-week period. The make-up days have been exercised.

8. **Obligation to Exercise Parent-Time:** Both parties are obligated to exercise their parent-time on their respective weeks whether or not they have work. Neither party may use work or employment as a justification for not exercising parent-time. When a party must work during his or her parent-time, it is that party's responsibility to make appropriate arrangements for the child's care, which may include care by family members, neighbors, friends, or other appropriate surrogate caregivers. The parties may, but are not obligated to, mutually agree to assist one another with care of the child during the other party's parent-time.

9. **Surrogate Care Not a Basis for Modification or Criticism:** The parties expressly acknowledge that their parent-time arrangement contemplates the use of surrogate care during working hours, as is ordinary for working parents. Neither party shall be penalized for having to work during his or her parent-time, and a party's use of surrogate care during his or her parent-time — including care by a family member, neighbor, friend, or child-care provider — shall not be asserted by the other party as a failure to exercise parent-time, as evidence that the party is not caring for the child, or as a basis for a petition to modify custody or parent-time.

CHILD SUPPORT

10. **Guideline Calculation:** Child support shall be calculated under the Utah Child Support Guidelines, Utah Code Title 81, Chapter 6, using the joint physical custody worksheet,

based on the equal parent-time schedule set forth above and the parties' incomes as established in the Temporary Orders entered in this matter: Father's gross monthly income of $7,713 and Mother's gross monthly income of $7,814.

11. **Amount:** Based on the foregoing, Mother shall pay to Father child support in the amount of $17.00 per month, commencing July 2026, and continuing on the first day of each month thereafter. A completed Child Support Worksheet is attached hereto as Exhibit A and incorporated by reference.

12. **Temporary Child Support:** The temporary child support payable by Father under the Order on Temporary Orders Hearing entered November 5, 2024 terminates effective June 30, 2026, when the child support ordered herein commences. Father shall receive credit for all temporary child support paid for July 2026 and thereafter, and the Office of Recovery Services shall adjust its records to conform to this Decree.

13. **Duration:** Child support shall continue until the child reaches the age of eighteen (18) years or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or until the child is otherwise emancipated, as provided in Utah Code § 81-6-213.

14. **Payment:** Payments shall be made through the Office of Recovery Services (ORS) upon request of either party, and income withholding shall apply as provided by Utah law.

15. **Medical and Dental Insurance:** The parties shall maintain medical and dental insurance for the child so long as it is available at a reasonable cost through either party's employment. The parties shall share equally the cost of the child's portion of the insurance premium, and the party paying the premium shall provide verification of coverage and of the

child's portion of the premium to the other party upon request, as provided in Utah Code § 81-6-208.

16. **Uninsured Medical Expenses:** The parties shall share equally all reasonable and necessary uninsured and unreimbursed medical, dental, orthodontic, optical, and mental-health expenses of the child, including deductibles and co-payments. A party incurring such an expense shall provide written verification of the cost and payment to the other party within thirty (30) days, and the other party shall reimburse his or her share within thirty (30) days thereafter, as provided in Utah Code § 81-6-208.

17. **Surrogate Care and Child-Care Expenses:** Each party is responsible for arranging surrogate care for the child during his or her own parent-time, whether or not that party is working, and each party shall bear the cost of any child care or surrogate care that he or she arranges for his or her own parent-time.

MARITAL ASSETS AND LIABILITIES

18. **Alimony:** No alimony is awarded to either party. Each party has knowingly and voluntarily waived any claim to alimony from the other, now and in the future, and the Court shall not retain jurisdiction to award alimony to either party.

19. **Marital Home:** Mother is awarded the marital home located at 115 E 470 N, Bountiful, Utah 84010 (the "Home"), together with all equity therein, free and clear of any claim of Father, subject to the mortgage encumbering the Home.

20. **Mortgage:** Mother shall assume the existing mortgage on the Home at its current interest rate and shall be solely responsible for all payments, taxes, insurance, and other

obligations associated with the Home from and after the date of the parties' settlement, June 2, 2026, and shall indemnify and hold Father harmless therefrom.

21. **Refinance or Sale:** If the existing mortgage cannot be assumed by Mother, Mother shall have two (2) years from June 2, 2026 within which to refinance the mortgage into her sole name or to sell the Home, so as to remove Father from any liability on the mortgage.

22. **Quitclaim Deed:** Father shall execute a quitclaim deed conveying his interest in the Home to Mother upon Mother's assumption or refinance of the mortgage, or at the closing of any sale of the Home, and shall execute such other documents as are reasonably necessary to effectuate this award.

23. **Equity Exchange:** The parties acknowledge that Father's one-half share of the equity in the Home was calculated at approximately $104,558.00, and that Father's equity is awarded to Mother in exchange for Mother's share of the parties' retirement accounts being awarded to Father, as set forth below.

24. **Retirement Accounts:** Father is awarded one hundred percent (100%) of all retirement accounts of the parties, including Father's Holly Refinery 401(k) account (valued at $57,051.00 as of the date of the parties' separation, which value is the agreed value for purposes of this exchange) and the parties' other retirement accounts totaling $156,571.00, which include the parties' four Edward Jones accounts (one in Father's name, one in Mother's name, one held jointly, and an IRA in Mother's name). Mother's one-half share of the retirement accounts, calculated at approximately $106,811.00, is awarded to Father in exchange for Mother receiving all of the equity in the Home.

25. **Transfer of Accounts:** To the extent any retirement account awarded to Father is titled in Mother's name, Mother shall cooperate in transferring the account to Father, whether by Qualified Domestic Relations Order, direct rollover to an account in Father's name, or such other means as the plan administrator requires, within thirty (30) days of a request by Father. The Court reserves jurisdiction to enter any Qualified Domestic Relations Order or other order necessary to effectuate this award. Any tax consequence or penalty resulting from a party's election to withdraw funds, rather than transfer them, shall be borne by that party.

26. **Prior Withdrawal:** The parties agree that the $31,000.00 previously withdrawn by Mother from her retirement account prior to filing is accounted for in the foregoing exchange, and neither party shall have any further claim against the other with respect to that withdrawal or with respect to any post-separation contributions to or growth in any retirement account.

27. **Vehicles Awarded to Mother:** Mother is awarded the Toyota Highlander and the Subaru Crosstrek, together with any debt thereon.

28. **Vehicles Awarded to Father:** Father is awarded the truck, the camper trailer, and the work trailer, together with any debt thereon.

29. **Subaru Loan:** The loan on the Subaru Crosstrek is presently in Father's name. From and after June 2, 2026, Mother, or the parties' adult daughter, Maggie, shall make all payments on that loan, and Mother shall indemnify and hold Father harmless from that obligation. Mother shall cause the loan to be refinanced into her name or Maggie's name, so as to remove Father from the obligation, within a reasonable time.

30. **Vehicle Titles:** Each party shall execute any title or other documents necessary to transfer the vehicles awarded herein within thirty (30) days of a request by the other party.

31. **Bank Accounts:** Father is awarded all bank and financial accounts held in his name. Mother is awarded all bank and financial accounts held in her name.

32. **AFCU Credit Card:** The parties shall share equally (50/50) the balance owing on the joint America First Credit Union credit card as of June 2, 2026. Each party shall pay his or her one-half share, and each shall indemnify and hold the other harmless from his or her share.

33. **Xfinity Account:** The Xfinity account is awarded to Mother. Within fourteen (14) days of June 2, 2026, Mother shall remove Father's credit card from the Xfinity account, and Mother shall be solely responsible for all charges on that account from and after that date. Within the same fourteen (14) days, or as soon thereafter as the carrier permits, Mother shall release Father's telephone number from the account and cooperate in porting that number to an account in Father's name.

34. **Cellular Telephones:** Each party is awarded his or her own cellular telephone.

35. **Other Debts:** Except as otherwise provided herein, each party shall be solely responsible for, and shall indemnify and hold the other harmless from, any debts incurred in his or her own name, and any debts incurred by either party since the date of separation.

36. **Personal Property to Be Returned to Father:** Mother shall return to Father the following items of personal property, to the extent they are still in existence, and shall make a good-faith effort to locate each of them: Father's personal clothing, shoes, hats, travel bags, and personal items in guest room/office closet, dresser + clothing and personal items in dresser (in guest room/office), travel bags (in guest room/office), personal paperwork, title to work trailer, passport, etc. (guest room/office), personal jackets, clothing, shoes, and items (front door closet), American flag and pole (front door closet), Char-Griller BBQ/smoker, with accessories

(gift)(side of garage), barbecue utensil set and box (under smoker), family room TV and sound bar (Mother retains the remaining four televisions), crêpe pan (gift), knife sharpener (gift), burger press, personal glassware, coffee mugs and water bottles (kitchen cabinet/pantry), pineapple, and mango slicer (kitchen drawer), lawnmower (garage), 3 piece Echo edger/blower set (garage), Dewalt cordless trimmer (garage), wedding ring (in her possession), U of U cornhole bags, Dyson Vacuum (kitchen), all tools, grinders, drills, saws, etc. (cabinets, and shelves in garage), ceramic pots, bowl, coffee cup (kitchen cabinets), personal totes (garage and above garage door), personal photo books, books, etc… (bookshelf in guest room/office), Jim Morrison drawing/frame (guest room/office), turkey fryer (garage), and brother's smoker (side of garage).

37. **Laptops:** Father is awarded the Mac laptop computer. Mother shall provide Father with the password to, or otherwise unlock, the Mac laptop no later than the property exchange described below. Mother is awarded the HP laptop computer.

38. **Property Exchange:** Mother shall contact Father to arrange a time for the exchange of the foregoing property, and shall place the items in the garage of the Home for Father to pick up at the arranged time.

39. **Remaining Personal Property:** Except as provided above, Mother is awarded all household furnishings and personal property presently in her possession, and Father is awarded all personal property presently in his possession, free and clear of any claim of the other.

GENERAL PROVISIONS

40. **Execution of Documents:** Each party shall execute and deliver any deed, title, assignment, beneficiary designation, or other document reasonably necessary to carry out the

terms of this Decree within thirty (30) days of a request by the other party. If a party fails to do so, the Court may appoint the Clerk of the Court or another person to execute the document on that party's behalf pursuant to Utah Rule of Civil Procedure 70.

41. **Mutual Release:** Except as expressly provided herein, each party waives and releases any and all claims against the other arising out of the marriage, including any claim to the property awarded to the other party herein.

42. **Notice Regarding Beneficiaries:** As required by Utah Code § 81-4-406, each party who owns a life insurance policy or an annuity contract is notified that he or she should review and, where appropriate, update the beneficiaries designated under that policy or contract, and that if no change is made, the beneficiaries currently listed will receive any funds paid under it.

43. **Notice Regarding the Office of Recovery Services:** As required by Utah Code § 81-4-406, the parties are notified that the Office of Recovery Services provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

44. **Continuing Jurisdiction:** The Court retains jurisdiction over the parties and the subject matter of this action to enforce and, where permitted by law, to modify the terms of this Decree.

*** * * END OF ORDER — SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE**

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served upon Petitioner's counsel via e-filing on the day it was filed.

/s/ A. Douglas Anderson

Attorney for Respondent Cole Seeley