The Order of the Court is stated below:
Dated: November 13, 2026 10:40:21 AM **/s/** RONALD G. RUSSELL
District Court Judge

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Attorney – Mediator
Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct

IN THE SECOND JUDICIAL DISTRICT COURT
FOR MORGAN COUNTY, STATE OF UTAH

In the Matter of the Marriage of TINA MELISSA TOMLINSON, *Petitioner*, and JOHN JAMES TOMLINSON, *Respondent*.	**This is a private document – Tier 4** **DECREE OF DIVORCE** Case No: 264500053 Judge: Ronald Russell

The parties, Tina Melissa Tomlinson ("Tina") and John James Tomlinson ("John") entered into a stipulation which was filed with the Court. The Court, having received, reviewed, and accepted the parties' Stipulation, having reviewed the files herein and being otherwise duly advised and for good cause, having previously signed and entered its *Findings of Fact and Conclusions of Law*, it is now:

ORDERED, ADJUDGED, AND DECREED

1. The parties' marital relationship is hereby dissolved, absolute and final by the entry of this *Decree*.

2. Tina and John are bona fide residents of Morgan County, State of Utah, and have been for three (3) months immediately prior to the filing of this action.

3. Tina and John were married on August 27, 2005, in Bountiful, Utah and are presently married.

4. During the course of the marriage, the parties experienced irreconcilable differences that prevented the parties from pursuing a viable marriage relationship.

5. The parties should be awarded a *Decree of Divorce* based upon irreconcilable differences, consistent with the terms and provisions contained herein.

JURISDICTION OVER MINOR CHILDREN

6. The parties have one (1) remaining minor child born of the marriage, to wit: T.R.T. (DOB December 31, 2012). No other children are expected.

7. The State of Utah has jurisdiction over the custody, visitation, and child support issues in this action, for the following reasons:

a. Utah is the home state of the minor child. The minor child has resided in Morgan County, State of Utah for more than six (6) months prior to the filing of this action.

b. Neither party has information of any custody or parentage proceeding concerning the minor child in any other district court or juvenile court in this State or any other state.

c. There are no pending criminal, delinquency, or other protective order cases in any court in this State or any other state or country in which a party or any of the parties' child is involved.

CHILD CUSTODY & PARENT-TIME

8. The parties have shared in the custodial duties and responsibilities associated with the minor child. The parties should be awarded joint legal and physical custody of the minor child.

9. Tina and John should be awarded parent-time as the parties may agree. The parties shall take into consideration the wishes and desires of the child. If no agreement can be reached, then parent time should be exercised under Utah Code §81-9-305 on an equal as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Tina	Tina	John	Tina	John	John	John returning home at 7:00 p.m.
Week 2	Tina	Tina	John	Tina	John	John	John

10. Summer-time: Tina and John shall receive up to two weeks of uninterrupted extended parent time when school is not in session, which does not include holidays.

11. The holidays shall be allocated as the parties agree.

12. If either party relocates as defined by Utah Code Ann. §81-9-209, then the parties are subject to the notification requirements of that statute.

13. Having considered the best interests of the minor child, this custody and parent-time arrangement is in the best interests of the minor child.

PARENTING PLAN

14. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training should be mutually agreed to by both parties. Both parents shall communicate with each other and discuss the well-being of the minor child in regard

to all major decision(s) that need to be made on behalf of the minor child. In the event the parties do not mutually agree as to legal decisions regarding the minor child as to medical, educational, and/or religious decisions, the parties shall seek the advice and/or recommendation(s) from an expert in his/her specialty and/or his/her expert opinion. If after seeking the advice/opinion from an expert/specialist the parties cannot reach a stipulated decision as to major medical, educational and/or religious decisions, the parties shall return to mediation with each party paying one-half the cost of the mediation fees, before seeking court intervention. Both parties should have the authority to make routine decisions regarding the child's day-to-day activities when the child is in her or his care. Either of the parties may seek emergency relief from the court in the future should an emergency arise, which would make formal negotiation not practical. The parties stipulate and agree that the minor child remain in the Morgan County school district.

15. The parties should be cordial and polite during parent-time exchanges. The parties should share transportation for parent-time purposes, with drop off and pickups at school or curb side, if not in school. The parent commencing their parent-time is responsible for picking up the child from school or the other parties' home at the commencement on their parent-time. To the extent the minor child has access to a vehicle, and agrees to do so, the minor child may provide own transportation for parent-time.

16. The parties shall also prepare the child, both mentally and physically, for each parent-time exchange by having the child packed and ready to leave on time, and by encouraging the child to spend time with the other party.

17. Both parents shall ensure that all school assignments, homework, reading, and/or any and all time-sensitive school assignments for the child are done and completed during their parent time.

18. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

19. Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

20. Both parents should immediately notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and the noncustodial parent should be entitled to attend and participate fully.

21. Both parents should have access directly to all the child's school reports, church records, medical and dental records and should be notified immediately by the other parent in the event of a medical emergency. Both parties should include the other as the child's parent when enrolling the child in a service, activity, or completing forms relating to the above subject matter.

22. Each parent should provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

23. Each parent should permit and encourage, during reasonable hours, reasonable and uncensored communication with the child, in the form of mail privileges and virtual parent-time if

the equipment is reasonably available. Telephone contact should be at reasonable hours and for a reasonable duration. The minor child should be able to contact the parents at any time.

24. The parties should continue to use the minor child's current medical provider, and should continue to follow the providers recommended specialists, when needed.

25. Emergency and sick care should be attended to by the parent who is exercising the parent time. The parent should notify the other parent within 30 minutes of scheduling so that each party may be able to attend the appointment if possible.

26. The minor child should continue to attend his current school, unless otherwise mutually agreed upon by the parties in writing. Both parties should be listed on school records. Both parties should be listed for any emails given by teachers or respective school administrators.

27. Both parents should provide notification of extended parent-time or vacation weeks with the minor child by May 1 each year, with Tina having first choice of extended time in odd numbered years, and John having first choice of extended time in even numbered years. If notification is not provided timely, the first-choice parent shall waive his/her right to select extended parent time first, allowing the other parent first choice to select extended parent time for that summer, however, shall not deem as a waiver of extended parent time.

28. When the minor child travels out-of-state with either parent overnight, all of the following should be provided to the other parent as soon as reasonably possible:

a. An itinerary of travel dates;

b. Destination, including lodging plans.

29. The parties should not make disparaging remarks to one another or to their minor child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties should be mutually restrained from harassing or threatening the other party.

30. Each parent should have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers for the child when the parent is available and in town should not trigger the first right of refusal.

31. The parties will discuss all parenting concerns at any time needed and will not use a third-party and/or their child to deliver messages.

CHILD SUPPORT

32. Child support should be calculated according to Utah Code Ann. §81-6-101 *et seq.* Tina has an imputed gross monthly income of $3,995.00. John has a gross monthly income of $10,000.00. Based upon a joint custody worksheet, with Tina exercising 183 overnights and John exercising 182 overnights, John shall pay Tina monthly child support in the amount of $288.00.

a. Child support should begin November 1, 2026 and shall be paid on or before the 5th of every month.

b. Child support should continue until the minor child reaches eighteen (18) years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated.

c. Both parties should be under mutual obligation to notify the other within ten (10) days of any change in monthly income.

33. The party who can obtain medical/dental insurance coverage for the minor child at the best possible coverage and/or best possible cost shall be responsible for obtaining said insurance. Currently John is carrying said insurance for the minor child. The parties shall equally share the cost for the monthly premium associated with said insurance.

a. 1Tina and John shall equally split all of the out-of-pocket costs paid by a parent for the child's portion of insurance.

b. 2Tina and John shall equally pay for all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent minor child and actually paid by the parents.

34. The parties should share the child tax credit, or dependency exemption, (as the term is used and changes from time to time per the Internal Revenue Code "IRC") for the minor child. Tina shall be entitled to claim TRT as a child tax credit or a dependency exemption in even-numbered years. John shall be entitled to claim TRT as a child tax credit or a dependency exemption in odd-numbered years.

35. Each party should be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. The parties should pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs should submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and should be reimbursed by the other

party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent should be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity should not infringe on the other parent's parent-time and the enrolling parent should pay the full cost.

36. Each party should be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, school lunch, etc.). The parties should pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense should submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and should be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

PERSONAL PROPERTY

37. During the course of the marriage relationship, the parties have acquired certain items of personal property. The parties shall equitably divide all personal property. In the event the parties cannot agree to the distribution of personal property, all personal property in dispute shall be mediated. Neither party shall remove any personal property without consent of the other party. Other personal property shall be awarded as follows:

Item	**Awarded to**
Gray couch	Tina to be removed from the marital home no later than May 31, 2027.
Couch table	Tina to be removed from the marital home no later than

	May 31, 2027.
Bench by the front door	Tina to be removed from the marital home no later than May 31, 2027.
Shoe cabinet	Tina to be removed from the marital home no later than May 31, 2027.
Everything in craft room	Tina to be removed from the marital home no later than May 31, 2027.
Minor child's bed	Tina to be removed from the marital home no later than May 31, 2027.
Dresser from master bedroom	Tina to be removed from the marital home no later than May 31, 2027.
Food storage	Equally divide
Tools in garage	John
Work bench	Tina to be removed from the marital home no later than May 31, 2027.
Fridge in garage	Tina to be removed from the marital home no later than May 31, 2027.
Coat rack in entry hall	Tina to be removed from the marital home no later than May 31, 2027.
Freezer in garage	John
Travel trailer	John
3 dogs	John; While Tina is currently residing at 310 East 100

	South, Morgan, UT, Tina shall have the option to visit with the dog(s) up to 1 hour/ 4 times/week in the morning. In the event that Tina obtains a residence that allows pets, the dog(s) may go back and forth with the minor child.

38. A party that is awarded an item of personal property is awarded the same free and clear of any right or claim to that item of personal property from the other party.

VEHICLES

39. The parties have the following vehicles which will be awarded as follows:

a. Tina will be awarded, free and clear of any claim or right of John, the Toyota Rav 4.

b. John will be awarded, free and clear of any claim or right of Tina, the 2020 F-150, and the 1982 Jeep (non-running).

REAL PROPERTY

40. During the course of the marriage, parties acquired a marital home located at 161 South 100 West, Morgan, UT 84050.

41. John alone shall be awarded the marital home, subject to paying Tina an agreed-upon equity amount based upon the appraised value obtained through a HELOC application. Tina shall vacate the marital residence on or before November 1, 2026.

42. John shall complete the HELOC application within 30 days of today's date.

43. The parties stipulate and agree to be bound by the appraised value from the HELOC

application.

44. Once the HELOC application has been approved, John shall pay Tina her ½ equity amount within 60 days of approval.

45. Once Tina has received her lump sum agreed-upon equity, the parties should sign any quit claim or warranty deeds or any other documents necessary to transfer title or ownership of the property in an expeditious manner.

46. John shall refinance the mortgage no later than May 31, 2031, removing Tina from any obligation due and owing. John shall indemnify and hold Tina harmless from any mortgage obligations, taxes, insurance, utilities and upkeep associated with said property.

47. In the event that John is unable to obtain a HELOC loan by May 31, 2027, and/or refinance the mortgage by May 31, 2031, the home shall be listed for sale and sold by an agreed-upon realtor. Once the home is sold, after realtor fees, closing costs, and mortgage have been satisfied, the net proceeds shall be equally divided between the parties.

BANK, INVESTMENT, AND RETIREMENT ACCOUNTS

48. The parties have acquired certain financial accounts during the course of the parties' marriage.

49. These accounts should be divided as follows:

Account/Asset	**Awarded to**
America First Credit Union joint bank account	John. The parties shall work together to remove Tina as an authorized user and/or co-owner.
All bank accounts in Tina's	Tina

name.	
All bank accounts in John's name.	John
Any accounts associated with business JT Construction.	John. The parties shall work together to remove Tina as an authorized user and/or co-owner.
HSA account	Equally divide – to be used for the benefit of the minor child and adult child

50. A party not awarded an asset (or account) waives any claim or right as to that asset (or account) and the party awarded the asset (or account) is awarded that asset free and clear of any claim or right as to that asset. If the account or asset is jointly titled or such that both parties are on said account or asset, then the party not awarded that asset or account will not use that account or asset and will cooperate to immediately remove their name and access from the account and/or asset.

BUSINESS INTEREST

51. John will be awarded, free and clear of any claim or right by Tina, any and all ownership interests in the following businesses (along with any and all assets, to include financial accounts associated with the businesses):

a. JT Construction;

52. Tina waives and relinquishes all rights, title and interest, in all of the business interest.

53. A party not awarded an asset (or account) waives any claim or right as to that asset (or account) and the party awarded the asset (or account) is awarded that asset free and clear of any claim or right as to that asset.

DEBTS AND OBLIGATIONS

54. The parties have accumulated certain debts and liabilities during the course of their marriage. These debts and obligations will be divided as follows:

Debt/Liability	**Responsibility of**
All debts in Tina's name.	Tina
All debts in John's name.	John
Any debts associated with any business JT Construction.	John
Secured debt associated with real property.	John

55. Unless otherwise contemplated herein, each party is obligated to assume any and all obligations and debts incurred in their own names. The parties are aware of no joint debts not otherwise addressed herein, and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

56. John is responsible to pay the mortgage, dues, insurance, taxes and/or any other expenses associated with the property real property as outlined above. If there are any debts or obligations associated with any awards, the party awarded the asset must assume all liability and financial responsibility associated therewith.

57. The above division for debts and liabilities is taken into consideration with the property and global settlement contained herein; these are material terms.

ALIMONY

58. Tina has a need for support, and John has the ability to provide support, and the factors enumerated in Utah Code §81-4-501, *et seq* otherwise support an award of alimony. For this purpose, John shall pay Tina $1,700.00 per month for alimony for a period of ten (10) years (through November 30, 2037).

a. Alimony payments should be paid on or before the fifth (5^{th}) day of the month commencing November 1, 2026 and the fifth (5^{th}) day of every month thereafter.

b. Alimony shall terminate upon the cohabitation and/or remarriage of Tina or upon the death of either party.

RESTRAINING ORDERS

59. Both parties should be restrained from threatening, harassing, bothering, or harming the other party at their respective homes or future place of employment.

60. Each party should be restrained from obtaining any new debt or credit in the name of the other party and from incurring any new debt on any joint account.

61. Both parties should be restrained from using the other parties' likeness or image on social media, online or take out credit in the other parties' name.

62. The parties are restrained from dissipating, transferring or in any way disposing of marital assets or accounts in contravention of this agreement.

63. Neither party shall enter the residence and/or work location of the other party unless they are invited to do so by the parties and not by the child.

GENERAL MEDIATION CLAUSE

64. Excepting immediate and irreparable harm, no dispute arising from or related to the *Decree of Divorce* should be presented to the Court without a good faith attempt by both parties to resolve the issue through mediation or another mutually agreeable method of dispute resolution. An emergency issue involving the minor child is not subject to this provision, with the parties able to proceed as contemplated elsewhere herein.

FULL DISCLOSURE

65. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. If further assets are later discovered by either party that existed prior to today's date, shall be forfeited by the non-disclosing party. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

MISCELLANEOUS

66. Tina should be restored to her maiden name of Swallom if she so desires.

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******Court Signature Will Appear at Top of First Page******

APPROVED AS TO FORM:

/s/ Tina Melissa Tomlinson *11-12-26*
Original signature on file
_____ Dated: _____.
TINA MELISSA TOMLINSON
Petitioner

APPROVED AS TO FORM:

/s/ John James Tomlinson *11-12-26*
Original signature on file
_____ Dated: _____.
JOHN JAMES TOMLINSON
Respondent