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IN THE THIRD JUDICIAL DISTRICT COURT  
FOR SALT LAKE COUNTY, STATE OF UTAH

In the matter of the marriage of JESSIKA REILLY,  Petitioner,  and  JOHN REILLY,  Respondent.	<b>DECREE OF DIVORCE</b>  Civil No.: 254904787 Judge: James Gardner Commissioner: Kim Luhn
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COMES NOW, Petitioner, JESSIKA REILLY (*hereinafter* "Petitioner" or "Mother"), having filed a *Petition for Divorce* and Respondent, JOHN REILLY (*hereinafter* "Respondent" or "Father"), having been properly served, the parties participated in good faith negotiations and having entered into a *Stipulation and Settlement Agreement* (*hereinafter* "Stipulation") resolving all issues in their divorce, and the Court having previously entered its written *Findings of Fact and Conclusions of Law*,

**NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED**

**AND DECREED AS FOLLOWS**

## **DIVORCE**

1. **Divorce.** The parties are granted a divorce based upon their irreconcilable differences pursuant to Utah Code Ann. Section 81-4-405.
2. **Children.** As a result of the marriage the parties had born to them three (3) children, one of whom is still a minor, to wit:
  - a. F.L.R. born February 26, 2011.
  - b. The parties do not expect any additional children.
3. **UCCJEA Jurisdiction.** Utah has jurisdiction over custody and parent-time because Utah is the home state of the child. Uniform Child Custody Jurisdiction and Enforcement Act under Utah Code 78B-13-102(7) and/or this case meets the criteria under Utah Code 78B-13-201(1), 207, and 208.
4. **Rule 100 Information.** Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code 78B-13-101 et Seq. and The Uniform Interstate Family Support Act, Utah Code 78B-14-101 et Seq., the parties state upon information and belief, that:
  - a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the child which have been filed, or are pending, or have been completed with an order.

- b. The parties are unaware of any criminal, delinquency or protective order cases involving a party or the child.
- c. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the child and who claims to have custody, child support, and/or parent-time or visitation rights.
5. **Legal Custody.** It is in the best interest of the child that the parties share joint legal custody of the child, with both parents having equal rights to access medical and educational information, and consistent with the parenting plan as outlined herein.
6. **Physical Custody.** It is in the best interest of the minor child that the parties share joint physical custody based upon an equal parent-time schedule, with Mother having 183 overnights per year, and Father having 182 overnights per year.
7. The parties shall exercise a week-on/week-off equal parent-time schedule. Exchanges shall occur each Sunday at 6:00 p.m. The parent whose parent-time is ending shall deliver the child curbside to the other parent's residence unless otherwise agreed in writing. The parties shall follow the parent-time schedule set forth below:

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK 1	FATHER	FATHER	FATHER	FATHER	FATHER	FATHER	FATHER
WEEK 2	MOTHER	MOTHER	MOTHER	MOTHER	MOTHER	MOTHER	MOTHER

8. Neither party shall wait more than 15 minutes for transfers, or if either party expects to be late, they must notify the other parent prior to the drop-off time.

9. **Holiday Parent-time.** Holiday parent-time shall supersede the regular parent-time schedule. The parties shall be awarded holiday parent-time as they mutually agree in writing. If the parties do not otherwise agree, the parties shall exercise holiday parent-time as follows:

<b>EVEN YEARS</b>	<b>ODD YEARS</b>	<b>HOLIDAY AND TIME</b>
FATHER	MOTHER	Martin Luther King Jr. Holiday 6 p.m. on the Friday before holiday to 7 p.m. day of holiday
MOTHER	FATHER	President's Day 6 p.m. on the Friday before holiday to 7 p.m. day of holiday
FATHER	MOTHER	Spring Break from 6 p.m. on the day school lets out to Sunday 7 p.m.
MOTHER	FATHER	Memorial Day on Friday at 6 p.m. to Monday at 7 p.m.
FATHER	MOTHER	July 4th 6 p.m. on the day before holiday until the day after at 6 p.m.
MOTHER	FATHER	July 24th 6 p.m. on the day before holiday until the day after at 6 p.m.
FATHER	MOTHER	Labor Day 6 p.m. on Friday to 7 p.m. on Monday
MOTHER	FATHER	Columbus Day 6 p.m. on day before holiday to 7 p.m. day of holiday
FATHER	MOTHER	U.E.A. Weekend 6 p.m. on the day school lets out to 7 p.m. on Sunday
MOTHER	FATHER	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
FATHER	MOTHER	Thanksgiving 7 p.m. on Wednesday to 7 p.m. on Sunday
MOTHER	MOTHER	First Half of Christmas Vacation, including Christmas Eve and Christmas Day until 9 a.m.
FATHER	FATHER	Second Half of Christmas Vacation, including Christmas Day beginning 9 a.m.
FATHER	MOTHER	The day before or after child's birthday 3 p.m. to 9 p.m.
MOTHER	FATHER	Child's actual birthday 3 p.m. to 9 p.m.
FATHER	FATHER	Father's Day 9 a.m. to 7 p.m.
MOTHER	MOTHER	Mother's Day 9 a.m. to 7 p.m.

- a. December 15th – Mother every year
- b. November 11th – Father every year

c. Specifically, Christmas parent-time shall not alternate, with Mother exercising the first half of Christmas vacation every year and Father exercising the second half every year. See above.

d. All other holidays not specified herein shall be exercised as the parties can agree.

10. **Extended Parent-time.** During the summers, when the child is not in school, the parties shall each be awarded a two-week period of uninterrupted parent-time. The parties shall make their elections for summer parent-time by May 1 immediately preceding the summer in which they will be exercising the extended parent-time. Mother shall have priority in even-numbered years, and Father shall have priority in odd-numbered years. Extended parent-time shall not supersede or interfere with holiday parent-time as set forth herein, and holiday parent-time shall control in the event of any conflict.

11. **Child's Participation in Parent-Time.** Given the age and maturity of the child, the parties shall consider the child's preferences regarding parent-time when reasonable. However, the child shall follow the parent-time schedule as set forth herein. Each parent shall use reasonable and good faith efforts to ensure the child participates in scheduled parent-time and shall not undermine or interfere with the child's relationship with the other parent. In the event the child is reluctant or refuses to participate, the parents shall communicate and work together in good faith to address the issue and encourage compliance. A parent shall not be considered in violation of this provision if the child refuses parent-time despite that parent's reasonable and documented efforts to comply with the schedule. The child may be permitted to remain home alone for reasonable and

age-appropriate periods, as mutually agreed by the parties on a case-by-case basis.

Notwithstanding the foregoing, both parents shall have an affirmative duty to promote a positive relationship between the child and the other parent.

12. If the desires of the child or the parties ever change with respect to where the child shall live, the parties may temporarily vary the parent-time schedule by mutual written agreement. Any long-term or material modification should be reduced to a written stipulation for court approval. Temporary written accommodations made by the parties shall not, by themselves, constitute a permanent modification of the court-ordered parent-time schedule absent further written stipulation approved by the Court.
13. **Right of First Refusal.** There shall be no right of first refusal for childcare, except when a parent will be unavailable overnight or longer.
14. **Overnight surrogate care.** As the minor child is 15 years of age, the parties acknowledge that there may be times where the child chooses to stay home alone while the parent who is exercising parent-time is out of town. This is allowable as long as there is prior notice in writing and also that if the child ever does stay home alone but then chooses to spend the time with the other parent, this will be allowed without being used against the parent in an enforcement action.
15. **Relocation.** The parties shall not relocate out of state while F.L.R. is still a minor child. Should either party seek to relocate more than 150 miles from their current residence, the parties shall abide by Utah Code § 81-9-209. The presumption will be that all efforts will be made to keep the parties' minor child in the same community, and that the parties will

live close enough to one another to reasonably practice 50/50 parent-time. Specifically, anything more than 35 miles or that could disrupt the other parent's ability to get to the child could disrupt a 50/50 arrangement. In the event either party elects to reside more than 35 miles from the child's primary community, such party shall be solely responsible for all transportation associated with their parent-time, including pick-up, drop-off, and ensuring the child's timely attendance and participation in regular community activities during their parent-time.

16. **Travel.** For any out-of-state travel with the child, the traveling parent shall provide the other parent with at least seven (7) days' advance notice, unless impracticable. The notice shall include:
  - e. Travel dates;
  - f. Destination(s); and
  - g. A method of contacting the child or the traveling parent.
17. For any international travel, the traveling parent shall provide at least fourteen (14) days' advance notice, unless impracticable. In addition to the information listed above, the traveling parent shall provide flight information and lodging details, and ensure the other parent has sufficient contact information to communicate with the child during the trip.
18. The parties shall cooperate in good faith in completing and providing any documentation required for international travel, including passports, and shall not unreasonably withhold consent.

19. **Our Family Wizard (OFW).** The parties shall communicate regarding their child via OurFamilyWizard (hereinafter referred to as “OFW”). The parties each shall establish an OFW Parent Account. Each shall enroll in the program no later than fourteen (14) calendar days from signing the Stipulation (April 1, 2026). The parties shall enroll by completing the sign-up process at OurFamilyWizard.com or by contacting OFW Customer Support.
20. The parties shall ensure that they have an OFW package that enables them to utilize OFW in the manner outlined herein. After registration, the parties shall immediately begin to utilize their OFW accounts via the website at OurFamilyWizard.com or via the OFW mobile applications for iOS or Android. Thereafter, except for emergencies, time-sensitive logistics, or issues requiring immediate response, the parties shall communicate about the minor child through OFW.
21. The parties shall use the OFW calendar for events including but not limited to parent-time, holidays, appointments and relevant events and special occasions.
22. The parties shall take advantage of the tools in the Expense Log to record and formalize all potentially reimbursable expenses in order to mitigate the necessity of further litigation over such matters. An electronic file of the receipt must be attached to each expense entry.
23. The parties may utilize OFWpay in the Expense Log to initiate e-payments for reimbursements.



24. The parties may utilize the Check-ins tool in the OFW Journal to memorialize their presence at parenting time exchanges and visitations. Unless or until there is a signed Order of this Court ending the parties' utilization of OFW or the parties' child reaches the age of 18, the parties shall maintain active OFW subscription/accounts unless otherwise agreed or ordered.
25. In any action to enforce or modify this stipulation, including disputes arising under this provision, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

#### **PARENTING PLAN**

26. **Decision Making.** Each parent has authority to make day-to-day decisions concerning the child while the child is in the care of that parent. Each parent also has authority to make emergency decisions concerning the child while the child is in the care of that parent.
27. The parties shall share all major decisions concerning their child's health, education, religious upbringing and general welfare. The parties shall use the following decision-making procedure as their guide.
  - h.** The parties shall initially identify the issue.
  - i.** The parties shall research the issue and possible solutions related to the issue and to listen to and understand each other's perspective.
  - j.** The parties shall brainstorm all possible solutions related to that specific issue; and

k. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the child, in an attempt to reach a “win-win” solution.

28. **Resolving Disputes.** The parties shall make good faith efforts to jointly resolve all disputes concerning the child. If the parties are unable to reach agreement, they shall participate in mediation or another mutually agreed-upon alternative dispute resolution process prior to seeking court intervention, unless there is an emergency. Failure to seek alternative dispute resolution will result in the prevailing party being awarded their attorney fees and court costs.

29. **Special Considerations.** The following provisions are in the best interest of the child, and the parents shall follow them as part of their parenting plan.

l. The visitation and parent-time schedules as set forth above are preferable to a court-imposed solution.

m. The parent-time schedule shall be utilized to maximize the continuity and stability of the child’s life.

n. 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.

- o.** If, due to emergency circumstances, a parent will be late or is unable to be present to pick-up or deliver the child, then that parent shall notify the other as soon as possible to advise them and make appropriate alternate arrangements.
- p.** Neither parent-time nor child support are to be withheld due to either parent's failure to comply with a court-order.
- q.** Each parent shall 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 both parents shall be entitled to attend and participate fully.
- r.** Both parents shall have unlimited access to the child's school, including full access to all school reports, homework, teachers, and other school staff.
- s.** Both parents shall have unlimited access to all records concerning the child, including medical records.
- t.** Each parent shall notify the other parent immediately in the event of a medical emergency regarding the child.
- u.** Each parent shall provide the other with a current address and telephone number within 24 hours of any change.
- v.** Each parent shall enjoy telephone, Skype, video conference, email, letters, or other alternative forms of contact with the child at reasonable times and places considering the child's bedtimes and the other parent's needs.
- w.** The parties shall not consume any illegal or unprescribed drugs or alcohol to excess while exercising parent-time with the child.

The parents also adopt and agree to follow these principles.

- a.** We agree to create a new co-parenting relationship based on trust and respect.
- x.** We agree to create a cooperative co-parenting relationship.
- y.** We understand we are creating a new relationship from this point forward.
- z.** We recognize that co-parenting requires us to have a business-like relationship rather than our former personal relationship.
- aa.** We recognize that the child's self-esteem is affected by having a positive perception of both parents. We agree to say only positive things about our co-parent, emphasizing parental strengths as much as possible.
- bb.** We agree to treat each other as we would like to be treated.
- cc.** We agree to be flexible to build goodwill with each other.
- dd.** We agree to communicate frequently regarding the best interests of the child and to return telephone calls promptly.
- ee.** We agree to conduct our communications in a business-like manner without assuming intents, placing blame, or disputing what happened in the past.
- ff.** We agree to keep our communications productive and if a meeting becomes heated or overly emotional, we agree to reschedule that meeting.
- gg.** In our communications, we agree to not put down or otherwise show disrespect to the other parent as long as the communications are respectful and productive.

**hh.** We understand that we will share information and complaints in a factual and respectful manner. We agree to receive complaints without taking personal offense.

**ii.** We recognize that the child has extended family relationships and agree to accommodate our co-parent's reasonable requests to take the child to special family events.

**jj.** We understand that the child will grow up in two homes (Mom's house and Dad's house) and may be loved and supported by all family members in both homes.

**kk.** We recognize that while we have the opportunity to influence the other parent, we have no power to control each other.

**ll.** We agree that we will focus on problem solving rather than fighting. We understand that in order to solve a problem, we may need to share information or postpone a conversation until we have obtained more information regarding the problem or issue. We understand it is helpful to share ideas and research as we work toward a resolution.

**mm.** We recognize that relationship problems are best solved on a one-on-one basis. We agree not to triangulate others in our problem solving. Therefore, if a child has a problem with one parent, then the child and that parent alone should solve the problem.

**nn.** We agree not to use the child as messengers or problem solvers.

**oo.** We agree to allow the child to love both parents.

**pp.** We recognize that as the child grows older, their friends, schools, and extracurricular activities will become more significant in their lives. Consequently, it is helpful to have the child provide input to our time-sharing schedule and design ways to ensure meaningful time with both parents.

**qq.** We recognize that at times the child may not enjoy going back and forth between homes because it interrupts their lives. We agree to be supportive of the child spending meaningful time with both of her parents according to our time-sharing schedule and to enforce, encourage and support the time-sharing schedule. If the child expresses a strong desire to skip a time-sharing opportunity, the child and the parent involved should work through the issue one-on-one and arrange substitute time wherever possible.

**rr.** We agree to discuss discipline problems and reach a consensus whenever possible on parenting strategies. We understand that if we act consistently and as a united front, the child will feel more secure and will not play one parent against the other.

**ss.** We recognize that we have strengths and weaknesses. Each is responsible for their choices and accountable for their mistakes. We agree to learn from our mistakes and do the repair work where necessary. We understand that forgiveness is a process that primarily benefits the forgiver. Therefore, we understand that we can model forgiveness to the child by healing our feelings and choosing to be respectful to the other parent.

**tt.** We recognize that contention, and especially litigation, between us can cause the child to suffer emotional and behavioral problems. We agree to use our best efforts to resolve differences and solve problems without the need for litigation. We further agree to not discuss any litigation or any adult topics with or in the presence of the child and are to instruct third-parties to also be so restrained.

**uu.** We agree to be courteous and respectful when exchanging the child.

**vv.** We agree to discuss any financial issues or other significant issues at another time away from the child.

#### **CHILD SUPPORT**

30. The parties acknowledge that child support is calculated pursuant to the Uniform Child Support Guidelines for joint physical custody. Based on Mother's monthly gross income of \$4,853 and Father's monthly gross income of \$16,000, Father's presumptive support obligation is \$488 per month. The parties stipulate to an upward deviation to \$500 per month, which is in the child's best interest. This obligation shall begin on April 1, 2026.
31. Payments of Child Support shall be made via Direct Deposit. If Respondent ever expects the method of payment to change, he must notify Petitioner prior to the payment being made with the new method.
32. Child support for the child shall terminate at the time (1) the child becomes 18 years of age or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 78A-6-801.

33. The monthly child support may be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.
34. If the obligor parent is late, the obligee parent shall be entitled to mandatory income withholding relief pursuant to Utah Code § 62A-11, Parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.
35. Any ORS administrative fees shall be allocated as required by law or ORS policy, unless otherwise agreed in writing.

#### **MEDICAL AND OTHER EXPENSES/CREDITS**



36. **Division of Accounts.** Pursuant to Utah Code § 15-4-6.7, the parties shall cooperate in requesting separate billing accounts for the child's medical and dental expenses where available.
37. **Health Insurance/Expenses.** The parties have not historically maintained medical, dental, and vision insurance for the child, as it has not been available to them at a reasonable cost. Instead, the parties have paid out-of-pocket for medical care as needed for the minor child. The parties shall share equally in all uninsured routine medical and dental expenses for the child including expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma as well as other reasonable and necessary uninsured medical and dental expenses, in accordance with Utah Code Section 81-6-208.
38. A parent who incurs medical or dental expenses on behalf of the child shall provide written verification of the cost and payment of medical and dental expenses to the other parent within thirty (30) days of payment for such expense. Pursuant to Utah Code Section 81-6-208, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses. The parent reimbursing the other parent shall make payment within thirty (30) days of receiving notice of the expense with proof of payment.

39. **Child Care.** At this time, the parties do not anticipate any work-related childcare expenses given the age of the minor child. In the event such expenses arise, they shall be shared equally if reasonable and necessary.
40. The party not directly paying for childcare shall begin paying his or her share of childcare expenses within 30 days upon presentation of proof of the childcare expense.
41. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.
42. **Other Child Expenses.** The parties shall split the costs of the child's school fees with Mother paying fifty percent (50%) and Father paying fifty percent (50%).  
Reimbursement for these expenses will be completed consistent with medical expenses as described herein.
43. **Extracurricular Activities.** The parties shall equally share the cost of extracurricular activities that they mutually agreed upon in writing. Any extracurricular activities in which the child participated in during the marriage shall be deemed to be agreed upon. Should a party not be able to afford the ongoing costs of extracurricular activities, they may provide notice to the other parent at least thirty (30) days prior to the child's next season/billing cycle for the activity.
44. The child shall be entitled to participate in at least one school sponsored/related activity or sport without objection by the other parent.

45. The parents shall not sign-up the child for activities that impose on the other parent's parent-time without their express written consent.
46. **Child Tax Credit/Exemption.** For tax purposes (State and Federal) the parties will rotate who will claim the child with Father claiming the child in odd-numbered tax years (2027 and 2029) and Mother claiming the child in even-numbered tax years (2026 and 2028). This allocation is intended to maximize the tax benefit available to the parties. The "tax year" refers to the year for which the tax return is filed.

#### **DIVISION OF ASSETS AND LIABILITIES**

47. **Separate and Premarital Property.** Each party shall be awarded their separate and premarital property, including property or monies in their possession at the time of marriage or received from inheritance, unless stated otherwise herein.
48. **Personal Property.** Prior to and during the course of the parties' marriage, the parties acquired various personal property, such as furniture, electronics, household goods, recreational equipment, artwork, jewelry, and other items. Both parties have already divided all furniture, furnishings, and other belongings to their mutual satisfaction. If there is a dispute regarding items, the parties shall participate in good-faith negotiations with a neutral third-party/mediator.
49. **Family Pet(s).** During the marriage, the parties obtained interest or ownership of certain pets. These pets shall be awarded along with all liability and maintenance thereof as follows:

**ww.** Blu, Dude, and Sis will follow the parent-time schedule for the minor child or rotate on parent time exchanges.

**xx.** The parties shall split equally any veterinary costs, and the costs will be handled in the manner described herein regarding the division of medical costs for the minor child. Any costs over \$250.00 must be agreed upon by both parties in writing.

**yy.** Communications about the dog's veterinary care and costs will be done in the OFW app.

50. **Titled Vehicles/Assets.** During the marriage, the parties obtained interest or ownership of certain vehicles. These vehicles shall be awarded along with all liability and maintenance thereof as follows:

**zz.** Each party will keep their own vehicle, including all equity therein, and be responsible for all associated costs and liabilities, holding the other party harmless therein.

**aaa.** The parties shall maintain existing automobile insurance in compliance with the domestic relations injunction until any permitted transfer or replacement coverage is completed. Thereafter, each party shall maintain insurance on the vehicles awarded to that party.

**bbb.** Petitioner; 2020 Chevy Tahoe and 2023 Yamaha 252SE Boat.

**ccc.** Respondent; 2024 Chevy 3500 High Country, 2018 CanAm 900, 2018 Chevy Camaro SS, 2017 Chevy Camaro ZL1, 1969 Chevy Camaro, 2022 Maxx Trailer.

**ddd.** Respondent shall transfer the title of the Tahoe to Petitioner within 1 day of signing the Stipulation. Respondent shall indemnify, defend, and hold Petitioner harmless from any and all liens, encumbrances, title loans, or undisclosed liabilities associated with this vehicle or asset. Respondent shall be solely responsible for ensuring that any transfer of title does not result in tax liability to Petitioner and shall reimburse Petitioner for any such costs incurred.

51. **Financial Accounts.** During the course of the marriage, both parties have either obtained interest in or contributed marital funds to financial accounts including, but not limited to, savings and checking accounts. Each party keeps their own bank accounts.

**eee.** For jointly held accounts, the parties will make good-faith efforts to facilitate the removal of the party not awarded the account to/from the other party within fourteen (14) days of signing this Stipulation.

**fff.** The parties had \$150,000 in cash savings and this has already been divided equally between the parties.

**ggg.** The parties shall be awarded the following financial accounts:

AFCU 3998	John B. Reilly	Awarded 100% to Respondent
AFCU 79939	John B. Reilly	Awarded 100% to Respondent
MACU 6732	John B. Reilly	Awarded 100% to Respondent
Zions 0210	John B. Reilly	Awarded 100% to Respondent
JCU 9389	John B. Reilly	Awarded 100% to Respondent
Chase	J. Reilly Enterprises	Awarded 100% to Respondent
AFCU 0151	Jessika Reilly	Awarded 100% to Petitioner

MACU 7530	Jessika Reilly	Awarded 100% to Petitioner
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52. **Retirement and Other Investment Accounts.** During the marriage, neither party has interest in a retirement or other investment account.

53. **Debts and Obligations.** During the marriage, the parties acquired marital debts and obligations. The parties shall be awarded the following marital debts:

**hhh. Credit Cards.** Each party is responsible for their own credit card debts and will hold each other harmless therein.

**iii.** Respondent will be solely responsible for the following joint debts and will hold Petitioner harmless therein:

CREDITOR	NAME ON DEBT	APPROX. BALANCE	AWARDED TO
2024 & 2025 IRS and/or Utah Tax Commissioner	John Bryan Reilly Jessika Robin Reilly	\$58,000.00 (2024 Liability) (2025 Liability unknown)	Respondent
2024 Chevy Silverado	John Bryan Reilly	\$89,000.00	Respondent
2018 Chevy Camaro SS	John Bryan Reilly	\$18,373.01	Respondent
BSI Mortgage (Brandon Park Pl)	John Bryan Reilly	\$422,937.51	Respondent
America First CU Lot Loan (Franklin)	John Bryan Reilly	\$78,125.41	Respondent

**jjj.** The parties shall each cease use of any accounts awarded to the other party immediately upon execution of this Stipulation.

**kkk.** In accordance with Utah Codes §§ 81-4-204 and 15-4-6 the parties will notify and inform each creditor which party is primarily liable for the debt with that creditor following the entry of this Decree of Divorce in this matter and each party will be required to give the creditor the name and address of both parties.

54. **Income Taxes – 2024 and 2025.** The parties acknowledge that there are outstanding federal and/or state income tax liabilities for the 2024 tax year. Respondent shall be solely responsible for one hundred percent (100%) of all tax liabilities for the 2024 tax year, including all federal and state income taxes, penalties, interest, assessments, or other amounts due, whether currently known or later determined, regardless of filing status or IRS allocation.
55. Respondent shall indemnify, defend, and hold Petitioner harmless from any and all liability, claims, demands, collections, garnishments, offsets, or other actions by the Internal Revenue Service, the Utah State Tax Commission, or any other taxing authority related to the 2024 tax year.
56. For the 2025 tax year, the parties shall file their federal and state income tax returns jointly as “Married Filing Jointly.”
57. Notwithstanding the joint filing status, Respondent shall be solely responsible for one hundred percent (100%) of any tax liability for the 2025 tax year, including all taxes, penalties, interest, deficiencies, or other amounts due.
58. Respondent shall provide Petitioner with a complete copy of the proposed 2025 tax returns, including all supporting documentation, no less than fourteen (14) days prior to filing. Petitioner shall not unreasonably withhold her signature.
59. Respondent shall be solely responsible for the payment of any amounts due and for responding to and defending any audit, inquiry, or proceeding related to the 2024 and 2025 tax years and shall bear all associated costs.

60. In the event any taxing authority seeks to collect any portion of such liability from Petitioner, Respondent shall immediately satisfy such obligation or reimburse Petitioner within ten (10) days of written notice. Failure to do so shall constitute a material breach of this Stipulation.
61. Any tax refund resulting from the 2025 joint tax return shall be allocated as follows: applied first to any outstanding tax liability, with any remainder to Respondent.
62. Respondent shall execute any documents reasonably necessary to support Petitioner in seeking relief from joint tax liability, including but not limited to innocent spouse relief, if applicable.
63. The parties acknowledge that this provision is intended to allocate tax liability between them and shall be enforceable as a contractual obligation, including indemnification and reimbursement, regardless of how liability may be assessed by any taxing authority.
64. **Real Property.** During the marriage, the parties obtained interest in real property at 1956 E. Brandon Park Place, Sandy, Utah 84092. The parties shall sell the marital residence (the “Brandon Park Property”). The parties have jointly selected a licensed Utah real estate agent to list and market the property. The parties shall sell the property with this mutually agreed upon realtor.
65. The property shall be listed for sale within sixty (60) days of the signing of this Stipulation. The initial listing price may be the price recommended by the listing agent after review of market conditions and comparable sales. The parties may follow the reasonable written recommendations of the listing agent regarding staging, cleaning,



photography, repairs, improvements, showings, pricing, and price reductions. If the property has not gone under contract within sixty (60) days of listing, the price may be reduced consistent with the written recommendation of the listing agent, and additional reductions may occur thereafter at intervals recommended by the listing agent until the property is sold if both parties agree in writing.

66. **Access; Showings; Condition of Property.** Until closing, each party shall cooperate in good faith with the sale of the Brandon Park Property and shall not take any action that interferes with marketing, showings, inspections, appraisals, repairs, or closing. The property shall be maintained in show-ready condition, reasonable utilities shall remain on, and the party residing in the property at any given time shall keep the property clean and reasonably available for showings on commercially reasonable notice. Neither party shall remove fixtures, damage the property, or make material alterations without the written consent of the other party, except for ordinary maintenance or repairs recommended by the listing agent.
67. **Repairs and Sale Preparation Costs.** Respondent shall be responsible for approved repair and improvement costs necessary to prepare the Brandon Park Property for sale, not to exceed a total of Twenty Thousand Dollars (\$20,000.00), unless the parties otherwise agree in writing. Respondent shall be solely responsible for those approved repair and improvement costs and shall not receive any credit or reimbursement for those costs from the sale proceeds.

68. **Carrying Costs Pending Sale.** Until the Brandon Park Property closes, the mortgage, property taxes, and homeowners' insurance charges shall be paid as follows:
69. **Payment responsibility.** Respondent is responsible for the full monthly mortgage payment of Three Thousand Dollars (\$3,000.00).
70. **Respondent credit.** Respondent shall receive a credit of Fifteen Hundred Dollars (\$1,500.00) per month for Petitioner's one-half share of the regular monthly mortgage payment of \$3,000.00 for each month after Petitioner no longer resides in the home.
71. **Voluntary Prepayments.** No voluntary prepayment or extra payment beyond the regularly due monthly obligation shall create an additional reimbursement credit unless agreed in writing in advance.
72. **Occupancy Pending Sale.** Petitioner shall vacate the Brandon Park Property on or before May 1, 2026. Following Petitioner's vacating the property, neither party shall have exclusive possession of the Brandon Park Property pending sale. The parties shall cooperate in good faith regarding access, upkeep, showings, repairs, sale preparation, and all matters reasonably necessary to market and sell the property. Petitioner shall provide Respondent with reasonable advance notice before entering the property, except in the event of emergency or as reasonably necessary for scheduled showings, inspections, repairs, or other sale-related matters.
73. **Offer Acceptance.** A bona fide arm's-length offer at or above the then-current list price or otherwise recommended for acceptance in writing by the listing agent shall be accepted. Neither party shall unreasonably withhold consent to any offer recommended

for acceptance by the listing agent. If either party refuses to sign a purchase contract, price reduction, disclosure, closing statement, deed, or any sale document reasonably necessary to complete the sale in accordance with this paragraph, the other party may seek expedited relief, including an order under Rule 70 of the Utah Rules of Civil Procedure, attorney fees, and costs.

74. **Distribution of Sale Proceeds.** At closing of the marital home, sale proceeds shall be distributed in the following order:

**III.** payment of realtor commissions, ordinary seller closing costs, and escrow fees;

**mmm.** payment of the mortgage and any other liens required to convey marketable title;

**nnn.** reimbursement of approved carrying-cost credits, if any;

**ooo.** If this property (Brandon Park) is sold prior to the sale of the Franklin, ID property described below, the proceeds of the sale will be used to pay off the loan on the Franklin, ID property. Any remaining proceeds will be split equally between the parties.

**ppp.** the remaining net proceeds shall be divided equally, fifty percent (50%) to Petitioner and fifty percent (50%) to Respondent.

75. **Enforcement.** The prevailing party in any action to enforce this sale provision shall be entitled to an award of reasonable attorney fees and costs.

76. **Real Property.** During the marriage, the parties obtained interest in real property in the form of open land at 575 West Dee Drive, Garden City, UT 84028. The parties shall sell the land with a mutually agreed upon realtor. The land has already been listed for sale by the parties. The parties may follow the recommendations of their realtor regarding listing price, reasonable offers, counteroffers, reductions in price, etc. The proceeds shall be distributed as follows.

**qqq.** The realtor and closings costs shall be paid in full pursuant to the corresponding contractual terms; and

**rrr.** The remaining proceeds shall be distributed to the parties in equal portions, including the costs of repairs.

77. If this property (Garden City) is sold prior to the sale of the Franklin, ID property described below, the proceeds of the sale will be used to pay off the loan on the Franklin, ID property. Any remaining proceeds will be split equally between the parties.

78. **Real Property.** During the marriage, the parties obtained interest in real property at 3201 Cherry Creek Lane Franklin, ID. The parties shall sell the property with a mutually agreed upon realtor. The property has already been listed for sale by the parties. The parties may follow the recommendations of their realtor regarding listing price, reasonable offers, counteroffers, reductions in price, etc. The parties may also follow the advice of their realtor regarding recommended preparation, repairs and maintenance necessary to sell the property for the best price and will split these costs equally from the proceeds at closing. The proceeds shall be distributed as follows;

sss. The lot loan shall be paid in full at the time of closing if not done so prior.

ttt. The realtor and closings costs shall be paid in full pursuant to the corresponding contractual terms; and

uuu. The remaining proceeds shall be distributed equally, except that Respondent shall receive a reimbursement of Seven Hundred Seven Dollars and eighteen cents (\$707.18) per month for Petitioner's one-half share of the regular monthly lot loan payment from the date of execution of this Stipulation until loan payoff or closing, specifically for the months that he has paid. No voluntary prepayments or extra amounts paid beyond the regular monthly obligation shall create any additional credit unless agreed in writing in advance.

79. **Award of Business – J. Reilly Enterprises.** Respondent is hereby awarded one hundred percent (100%) ownership, right, title, and interest in and to J. Reilly Enterprises, including all associated assets, goodwill, accounts, receivables, income, and business opportunities, debts, and liabilities free and clear of any claim by Petitioner. Petitioner hereby relinquishes, waives, and quitclaims any and all interest she may have in J. Reilly Enterprises. In consideration for Respondent's retention of
80. J. Reilly Enterprises and the associated value, income, and earning capacity of said business, Respondent shall make the Equalization Payment set forth below.
81. **Equalization Payment – Business Offset.** As part of the equitable division of the marital estate, and specifically as an offset for Respondent's award of J. Reilly Enterprises, including its value, income, and ongoing business interests, Respondent shall pay to

Petitioner the total sum of Thirty Thousand Dollars (\$30,000.00) (hereinafter “Equalization Payment”).

82. The Equalization Payment shall be paid in three (3) equal annual installments of Ten Thousand Dollars (\$10,000.00) each, due on or before October 25, 2026, October 25, 2027, and October 25, 2028.

83. The parties expressly agree that this obligation:

**vvv.** is a division of property and not alimony or spousal support;

**www.** is non-modifiable as to amount, timing, and duration;

**xxx.** shall not terminate upon remarriage, cohabitation, or any other change in circumstances; and

**yyy.** is intended to be fully enforceable as a judgment.

84. In the event of default, the entire remaining balance may, at the option of the obligee, be declared immediately due and payable. Any unpaid amount shall accrue interest at the statutory judgment rate from the date due.

85. The prevailing party in any action to enforce this provision shall be entitled to an award of reasonable attorney fees and costs.

86. Respondent shall indemnify and hold Petitioner harmless from any failure to satisfy this obligation.

87. This Equalization Payment is intended to represent Petitioner’s full and final claim to any interest in J. Reilly Enterprises.

88. **Alimony.** Petitioner has a need for alimony and Respondent has the ability to pay.

Accordingly, Respondent shall pay to Petitioner alimony in the amount of Four Thousand Dollars (\$4,000.00) per month for a period not to exceed ninety-six (96) months (eight (8) years). Alimony payments shall commence on April 1, 2026, and shall be due on the first (1st) day of each month thereafter. Any payment not received by the first (1st) day of the month shall be considered delinquent. Any unpaid alimony shall accrue interest at the statutory judgment rate.

89. **Termination.** Alimony shall terminate only upon the earliest occurrence of the following:

1. The expiration of the ninety-six (96) month term
2. The remarriage of Petitioner
3. Petitioner's cohabitation as defined under Utah law
4. The death of Petitioner
5. Written stipulation of the parties signed by both parties.

90. **Non-Modifiability with Limited Exception.** Alimony shall be non-modifiable as to amount and duration, except as expressly provided herein.

91. **Limited Exception for Substantial Involuntary Income Loss.** Notwithstanding the foregoing, Respondent may seek modification of alimony only upon demonstrating, by clear and convincing evidence, that he has experienced a substantial, material, and involuntary reduction in income that:

**zzz.** is not temporary in nature and has continued for a period of at six (6) consecutive months;

**aaaa.** was not caused by voluntary action, including but not limited to business restructuring, reduction of work, change in employment, or manipulation of income or expenses;

**bbbb.** materially impairs Respondent's ability to meet the alimony obligation despite reasonable and good faith efforts to maintain income consistent with historical earnings; and

**cccc.** is supported by comprehensive financial documentation, including tax returns, profit and loss statements, bank records, and any other documentation reasonably necessary to verify income.

92. **Self-Employment Safeguards.** The parties acknowledge that Respondent is self-employed. Accordingly, income shall include all forms of compensation or financial benefit, including but not limited to wages, draws, distributions, retained earnings, business-paid personal expenses, and any other economic benefit. A reduction in reported income alone shall not be sufficient to establish a basis for modification absent full financial transparency and supporting documentation.
93. **Earning Capacity Standard.** In evaluating any request for modification, the Court may consider Respondent's historical earnings, earning capacity, and the financial performance of any business in which he has an ownership interest.
94. **No Unilateral Reduction.** Respondent shall not unilaterally reduce, suspend, or terminate alimony payments without a written agreement of the parties or an order of the Court.



95. In any action to modify, terminate, or enforce alimony, including any claim based on alleged cohabitation, the prevailing party shall be entitled to an award of reasonable attorney fees and costs.
96. Payments of Alimony shall be made via Direct Deposit. If Respondent ever expects the method of payment to change, he must notify Petitioner prior to the payment being made with the new method.
97. Petitioner shall receive total monthly support of \$4,500.00, consisting of \$500.00 in child support and \$4,000.00 in alimony, until the child support obligation terminates under paragraph
98. Thereafter, Petitioner shall continue to receive alimony in the amount of \$4,000.00 per month for the remainder of the alimony term unless earlier terminated as provided herein.
99. **Life Insurance.** No life insurance obligation is imposed by this Decree of Divorce.
100. **Name Change.** Petitioner can elect to be restored to her maiden surname of “Warriner” if she so desires.
101. **Mutual Restraints.** The parties shall be permanently restrained from harassing, harming, bothering, annoying, threatening, or committing violence or attempting to harass, bother, annoy, threaten or commit violence to the other. Said methods of harassment include, but are not limited to, excessive unsolicited telephone calls, excessive electronic contact through e-mails, texts, etc., and unplanned visits at the other’s place of residence.

#### **ADMINISTRATIVE PROVISIONS**

102. **Duty to Sign Documents.** Both Parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.
103. **Attorney Fees.** Except as otherwise specifically provided in this Stipulation, each party shall bear his or her own attorney fees and costs incurred through entry of the Decree.
104. In the event either party files a Motion to Enforce the terms herein and substantially prevails, the other party shall pay reasonable attorney fees herein. Additionally, if the Court determines that any action or pleading is filed in a frivolous manner or in bad faith, the other party shall be awarded reasonable attorney fees.
105. **Effective Date.** The terms herein shall be effective immediately upon signature of the Stipulation unless otherwise specified herein.
106. **Severability.** If any term, paragraph, or provision of this Order is held invalid or unenforceable for any reason, the remainder of this Order shall continue in full force and effect.

**SO ORDERED.**

SIGNED BY THE COURT

As indicated by the electronically added seal and date atop page 1

HONORABLE JUDGE JAMES GARDNER

Third District Court

Notice Pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure

TO THE PARTIES: Notice is hereby given that pursuant to Rule 7(j)(4)–(5) of the Utah Rules of Civil Procedure, that this proposed Order shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

Dated: April 13, 2026

/s/ Chelsea Hoffman

APPROVED TO FORM:

/s/ Donald T. Hamel

Donald T. Hamel

(signed with permission via email)

*Respondent*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing instrument was served as indicated below, on this 17<sup>th</sup> day of April 2026, to the following:

Donald T. Hamel  
Attorney for Respondent  
Law Office of Donald T. Hamel PC  
11747 South Lone Peak Pkwy #102

( ) U.S. Mail, Postage Prepaid  
( ) Hand Delivered  
( ) Facsimile Transmission  
(X) Email/EFILE

Draper, Utah 84020  
dhamellaw@gmail.com

( ) Overnight Mail

/s/ Erin Rosado