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

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**In the matter of the marriage of:**

**JONATHAN ONEAL,**

**Petitioner,**

**and**

**KRISTINA ONEAL,**

**Respondent.**

**DECREE OF DIVORCE**

**Case No.: 264901172**

**Judge: ADAM MOW**

**Commissioner: JOANNA SAGERS**

Petitioner ["Jonathan"] having filed a Petition for Divorce against the Respondent ["Kristina"]; the Respondent having filed an Answer and the parties having reached a final resolution by filing a Stipulation resolving all issues; 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**

1. **DIVORCE**: That the parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.
2. **CHILDREN**: Together, the parties have three minor children: J.K.O (06/19/2008), J.L.O. (10/02/2011), and M.G.O. 08/20/2014).
3. **CUSTODY**:

- a. **Legal Custody:** The parties shall be awarded joint legal custody.
- b. **Physical Custody:** The parties shall be awarded joint physical custody with roughly equal parent-time.

4. PARENT-TIME:

a. **Parent-time schedule until July 30, 2026:**

- i. Kristina shall have parent-time starting Wednesday after the children get out of school or at 9:00 a.m. when school is not in session until Sunday morning at 9:00 a.m.
- ii. Jonathan shall have parent time starting Sunday morning at 9:00 a.m. and ending Wednesday morning when the children go to school or at 9:00 a.m. when school is not in session.
- iii. During this time, the parties shall “nest” with the minor children in the marital home.
- iv. During this time, the parties shall equally share the cost of groceries for the household.

b. **Parent-time after July 30, 2026:**

- i. The parties shall have parent-time pursuant to Utah Code Ann. §81-9-305 and shall follow the following schedule:
  - 1. Kristina shall have parent-time Wednesday morning and ending Friday morning

2. Jonathan shall have parent time starting Monday morning and ending Wednesday morning.

3. Each parent shall alternate weekends exercising parent-time starting Friday morning and ending Monday morning.

**c. Holidays:**

i. Unless otherwise agreed, holiday parent time shall be as the parties may agree. In the event they do not agree they shall be pursuant to Utah Code Ann 81-9-305. For holiday purposes only, Kristina will exercise the custodial holidays and Jonathan will exercise the holidays for the non-custodial parent.

**d. Extended Parent-time/Summer:**

i. Each year, a parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.

ii. Notice: in odd numbered years, Jonathan shall provide notification of his extended parent-time to Kristina by May 1st, and Kristina shall provide notification to Jonathan of her uninterrupted extended parent-time by May 15th. In even numbered years, Kristina shall provide notice by May 1<sup>st</sup> and Jonathan shall provide notice by May 15<sup>th</sup>.

5. TRANSPORTATION AND EXCHANGES: The parties shall utilize school to school exchanges whenever possible. In the event that the children are not in school for a

parent-time exchange, the receiving parent shall be responsible for picking up the children.

**6. PARENTING PLAN:**

**a. Decision Making Procedure:** The parties shall make decisions regarding the children together. Neither party is awarded the final decision-making authority. In the event that the parties cannot agree, they shall consult and take the advice of third party professionals involved in their children's lives. If after consulting a third party professional, the parties are still unable to agree, they may petition the Court to address the issues.

**b. Parental Communication:** The parties shall communicate primarily through email and text messages. The parties are permitted to communicate via phone call. All communication between the parties shall be respectful and civil and shall be child focused.

**c. Emergencies and Unexpected Events:** The parties shall immediately contact the other parent in the event of an emergency related to the child(ren).

**d. School:** The minor children shall continue to attend their current schools and feeder schools unless otherwise mutually agreed to in writing.

**e. Religious Participation:** The minor children shall continue to participate in their current religious groups and activities unless otherwise mutually agreed to in writing.

**f. Medical and Healthcare Providers:** The minor children shall continue to go to their current medical and dental providers unless otherwise mutually agreed to in writing.

**g. Mutual Restraining Order:** The parties are each restrained from speaking ill of the other parent in the presence of the minor children and at they shall remove the minor children from the presence of any person, be they friend or family, that is speaking poorly of the other parent.

**7. CHILD SUPPORT:**

**a.** Kristina's gross monthly income is \$4,350 and Jon's gross monthly income is \$6,972. Based on the Utah Child Support Calculator with Kristina having 183 overnights and Jon having 182 overnights, Jon's monthly child support obligation to Kristina is \$260 per month. Jon shall pay the sum of \$260 per month in child support to Kristina in one full payment by the 15<sup>th</sup> day of each month.

**8. EXTRACURRICULAR ACTIVITIES:** Jon shall be solely responsible for the cost of extracurricular activities related to the minor children including violin, gymnastics, snowboarding, and skiing. If the children want to participate in any additional extracurricular activities, the parties must agree to that child's participation in writing and the costs associated with that activity will be apportioned as agreed to by the parties. If the parties have agreement on an activity, they shall support the activity on their parent-

time. Absent written agreement, each parent may not schedule activities for the children during the other parent's parent-time.

**9. COLLEGE EXPENSES:** Jon shall pay the sum of \$2,250 per year, per child, toward each child's college expenses, including for any child who has reached the age of majority.

**10. CELL PHONE EXPENSES:** Kristina shall be solely responsible for the cost of the minor children's cell phones and plans.

**11. DRIVING EXPENSES:** The parties shall equally split any costs associated with providing the minor child(ren) with an automobile and the maintenance of that automobile. The parties shall share equally the cost of any insurance associated with the minor child(ren) driving.

**12. MEDICAL INSURANCE:** Jon shall carry health insurance for the minor children. Jon shall be solely responsible to pay any premiums related to the health insurance for the minor children.

**a. Out-Of-Pocket Expenses:** The parties shall equally split any other any out-of-pocket costs related to the health, therapeutic, orthodontic, dental, or other costs related to children's welfare expenses of the minor children consistent with Utah Code Ann. §81-9-208.

**b. Double Coverage:** If at any point both parties are providing health insurance for the minor children, the parties shall each be solely responsible for the costs associated with their health insurance plan/policy. If both parties are

providing health insurance for the minor children, Jon's policy shall be the primary policy.

**13. TAX EXEMPTION**

**a.** If both parties are current on their child support obligations, the parties shall split the children for tax purposes.

**b.** Kristina shall claim M.G.O. for tax purposes each year and Jon shall claim J.L.O. for tax purposes each year.

**c.** If eligible to be claimed on their respective taxes, Kristina shall also claim J.K.O. each year and Jon shall claim Z.A.O. each year.

**d.** If in any year there is an odd number of children eligible to be claimed, the parties shall alternate claiming the third child until they are no longer eligible to be claimed with Kristina claiming the child in even years and Jon claiming the child in odd years. Similarly, when there is only one child eligible to be claimed, the parties shall alternate claiming that child with Kristina claiming the child in even years and Jon claiming the child in odd years.

**e.** For the year 2025, Jons shall file taxes and be responsible for any liabilities.

**14. REAL PROPERTY**

**a.** Jon shall be awarded the marital home located at 4050 S 1500 E, Millcreek, UT 84121, the associated liens in the approximate amount of

\$596,891.51, and the equity therein free and clear from any interest held by Kristina.

- i. Jon shall initiate a mortgage assumption or refinance the property to remove Kristina from the title and loan within the next 36 months.
  - ii. On shall maintain mortgage payments and all other obligations on the property.
  - iii. If Jon misses two consecutive mortgage payments, Kristina has the option to force a sale of the home within 30 days of the missed payment. Jon shall be entitled to any equity from the sale of the home. Further, Jon shall be responsible for any and all costs relating to the sale of the home, including but not limited to any related tax obligations. Once Jon has successfully removed Kristina from the liens associated with this property, this provision no longer applies.
- b.** Jon shall be awarded the rental property located at 3185 S 4300 W, West Valley City, UT 84120, the associated liens (approximately \$220,229.14 for the first lien and \$60,000 for the second lien), and the equity therein free and clear from any interest held by Kristina.
- i. The property is currently titled to Cash Flow Investment Group, LLC and will be transferred to Jon O'Neal.
  - ii. Jon shall initiate a mortgage assumption or refinance the property to remove Kristina from the title and loan within the next 36 months.



iii. Jon shall maintain mortgage payments and all other obligations on the property.

iv. If Jon misses two consecutive mortgage payments, Kristina has the option to force a sale of the home within 30 days of the missed payment. Jon shall be entitled to any equity from the sale of the home. Further, Jon shall be responsible for any and all costs relating to the sale of the home, including but not limited to any related tax obligations. Once Jon has successfully removed Kristina from the liens associated with this property, this provision no longer applies.

c. Kristina shall be awarded the duplex property located at 1497 E Winder Lane and 4130 S 1500 E, Millcreek UT, 84124, the associated liens (approximately \$305,000), and the equity therein free and clear from any interest held by Jon.

i. The property is currently titled to Cash Flow Investment Group, LLC and can remain as Kristina shall be made sole owner of this LLC.

ii. The Note shall be amended to reflect Kristina O'Neal as the payor not Elevate Contracting LLC.

iii. Kristina shall initiate a mortgage assumption or refinance the property to remove Jonathan from the title and loan within the next 36 months.

iv. Kristina shall maintain mortgage payments and all other obligations on the property.

v. If Kristina misses two consecutive mortgage payments, Jon has the option to force a sale of the home within 30 days of the missed payment. Kristina shall be entitled to any equity from the sale of the home. Further, Kristina shall be responsible for any and all costs relating to the sale of the home, including but not limited to any related tax obligations. Once Kristina has successfully removed Jon from the liens associated with this property, this provision no longer applies.

**15. PERSONAL PROPERTY:**

**a.** Kristina is awarded all furnishings and everything currently in the family home located at 4050 S 1500 E, Millcreek, UT 84121.

**b.** Jon shall transfer Kristina's Tesla car charger to the Duplex located 1497 E Winder Lane and 4130 S 1500 E, Millcreek UT, 84124 when Kristina moves in the first week of August 2026.

**c.** Jon is awarded the first right of refusal for all items Kristina does not need from the marital home.

**d.** Vehicles:

i. Jon shall be awarded the 2011 F150.

- ii. Kristina shall be awarded the 2018 Tesla Model X, and Jon shall continue to make payments on the Tesla until such time as it is paid off in full.

**16. BUSINESS INTERESTS:**

a. The Elevate Business enterprise and accompanying entity shall be awarded exclusively to Jon. Kristina shall receive a payout of \$39,000 for her share of the business at a rate of \$6,500 per year for 6 years. This payment shall be made no later than December 31 of any year beginning in 2026. Jon may at any time elect to pay any remaining balance in full.

b. The Cash Flow Investment LLC shall be awarded exclusively to Kristina. It currently has no value. The West Valley City property that is currently held by the Cash Flow Investment LLC shall be transferred to Jon as outlined herein.

**17. REVOCATION OF TRUST:** Jon shall be responsible for dissolving the parties' revocable living trust.

**18. DEBT:**

a. Notwithstanding the liens on the real property as outlined above, Jon is responsible for any marital debt as of February 25, 2026 including but not limited to:

- i. The \$30,000 loan on the Tesla;
- ii. The Credit Cards in Jon's name
- iii. The 2025 business and personal tax liabilities.

- b.** Rents shall continue to be collected and paid into the same Cig LLC AFCU account for bills until the end of July 2026.
  - c.** Any additional debt incurred by either party after February 25, 2026 shall be the sole responsibility of the party incurring the debt.
- 19.** RETIREMENT: The parties shall equally split the 403(b) retirement account with approximately \$22,484. The parties shall split this account equally by QDRO. The parties shall equally share the cost to prepare the QDRO.
- 20.** FINANCIAL ASSETS
  - a.** The parties shall equally divide the marital account totaling approximately \$18,000.
  - b.** Jon shall be awarded the MACU bank account.
  - c.** Kristina shall be awarded the AFCU account.
- 21.** ALIMONY: No alimony shall be awarded to either party now or in the future.
- 22.** MAIDEN NAME: Kristina shall be restored to her maiden name if she so chooses
- 23.** EXECUTION OF DEEDS: The parties shall execute upon presentment any document or deed necessary to implement the provisions of this Decree of Divorce.
- 24.** DELIVERY OF DOCUMENTS: The parties shall deliver upon reasonable request, any document or deed necessary to implement the provisions of this Decree of Divorce.
- 25.** ATTORNEY FEES: The parties shall be solely responsible for any of their outstanding attorney fees.

**\*\*\* The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court \*\*\***

**Approved as to form and content:**

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/ Kristina O'Neal  
Kristina O'Neal  
Respondent

**RULE 7 NOTICE**

You will please take notice that pursuant to Utah Rules of Civil Procedure 7; the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED April 22, 2026

**PORTER LAW FIRM,**  
/s/Jonathan Porter  
Jonathan Porter

### **CERTIFICATE OF SERVICE**

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Kristina Oneal  
Respondent

☐ U.S. Mail  
☒ E-Mail  
☐ Hand delivery  
☒ E-Filed

The foregoing was performed on April 22, 2026

/s/Alyssa Gallegos  
Paralegal