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

In the Matter of the Marriage of KELLY GARRETT, Petitioner, and TIMOTHY GARRETT, Respondent.	DECREE OF DIVORCE Civil No. 264900553 DA Judge Patrick Corum Commissioner Michelle Blomquist
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The Court having considered the Verified Petition for Divorce filed on February 2, 2026, the parties' Stipulation and Settlement Agreement, being otherwise fully advised in the premises and good cause appearing, and having entered its Finding of Fact and Conclusions of Law, now, therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

Divorce

1. Kelly and Timothy are hereby awarded a divorce upon the grounds of irreconcilable differences from each other, such to become final upon signature and entry herein.

Children

2. Two children were born as issue of this marriage, both of whom are over the age of 18 years (birth years 2003 and 2007).

3. Adult Children's Care & Support. Respondent ("Tim") shall maintain health, dental, life, and disability insurance for the parties' adult children, Alex and Ian, for as long as coverage is available through his employer. Tim and Petitioner ("Kelly") shall contribute 55% and 45%, respectively, of any reasonable uncovered health and dental costs, including the premiums. Kelly shall pay Tim annually for her share of the premiums at the same time he reimburses her for the mortgage life insurance premiums discussed below so that they can be offset. If a parent wants to take a child to an out-of-network provider, then that parent shall first have to get the agreement of the other parent unless it is an emergency. Without said agreement, then the expense would be considered to be unreasonable. The parties shall continue to share other reasonable mutually agreed-upon expenses for the children, including but not limited to food, vehicles, and housing, through a joint "kid fund," until they mature into financial independence with Tim contributing 55% to Kelly's 45%. Proportional adjustments may be made to account for adjustments to expenses outside of a party's control, such as decreases in federal grant funding to the University of Utah that cover up to 25% of Tim's salary, insurance expense increases, etc. Life insurance for the children shall be treated as a shared expense. Tim shall allocate 100,000 airline miles from his account for children's travel, 80,000 spent to date.

Real Property

4. During the course of this marriage, the parties acquired interests in numerous

real properties. The real property shall be divided as follows:

- a. Marital Home. Tim is awarded the marital home and real property located at 509 10th Avenue, Salt Lake City, Utah, free and clear from any claim by Kelly. Tim shall be solely responsible for all mortgage payments, taxes, insurance, utilities, and maintenance of the marital home, and he shall hold Kelly harmless from loss and/or liability thereon. Kelly shall execute a Quit Claim Deed conveying her interest in the marital home to Tim upon signing of the Stipulation.
- b. Cabin. Kelly is awarded the cabin property located at 2513 Spruce Road, Midway, Utah, free and clear from any claim by Tim. Kelly shall be solely responsible for all maintenance, utilities, taxes, and insurance associated with this property, and she shall hold Tim harmless from loss and/or liability thereon. Tim shall execute a Quit Claim Deed conveying his interest in the cabin to Kelly upon the signing of the Stipulation.
- c. Condominium. During the pendency of this action, Kelly purchased a condominium at 86 N. "B" St., #5, Salt Lake City, Utah. The parties agree this shall be treated as her sole and separate, non-marital property, free and clear from any claim by Tim. Kelly shall be solely responsible for all mortgage payments, maintenance, utilities, taxes, and insurance associated with this property, and she shall hold Tim harmless from loss and/or liability thereon.

Alimony

5. Neither party shall be awarded alimony.
6. If a party attempts to modify this order in the future, neither the monthly payments for the mortgage Kelly uses to purchase the studio/condominium nor any

HELOC or loan Kelly takes out to equalize the asset division (see “Global Settlement” below) may be used by her as an expense when calculating her need for alimony. This is because if the marital home and cabin were sold and the net sale proceeds divided equally, each party would have enough to purchase a reasonable home with no mortgage or only a small mortgage.

Personal Property, Vehicles, and Household Items

7. During the course of this marriage, the parties acquired items of personal property. The parties shall divide their personal property as follows:
 - a. Lucy (dog) shall remain with Kelly.
 - b. Each party shall be awarded their respective vehicles and be responsible for all associated costs and loans, holding the other harmless from any loss and/or liability thereon.
 - c. Musical instruments shall remain with Tim.
 - d. Household contents shall be divided by mutual agreement outside the decree. If the parties cannot agree, they will attend mediation and equally share the mediator’s cost before seeking any court intervention.

Business Interests

8. Each party’s business interests and intellectual property remain his or her separate property and are excluded from the divorce decree. Specifically regarding the businesses, Kelly receives Dragonfly Resources LLC and her Neuropsychology Consulting business (dba Empower Neuropsychology), free and clear from any claim by Tim. Tim receives all of his shares in Particle Flux Analytics, Inc., free and clear from

any claim by Kelly. Tim will sign what is needed to transfer his interest in Dragonfly Resources LLC to Kelly within thirty (30) days of signing the Stipulation.

Financial Accounts

9. During the course of the marriage, the parties acquired financial accounts. They will equitably divide jointly operated Canyon View C.U. accounts ending in 5726 and 0492. The following accounts are outside of the Stipulation and neither party makes a claim against the other for these accounts: Individual accounts (Canyon View accounts ending in 0176 (Tim), 4586 (Kelly), and 2834 (Kelly's LLC), Charles Schwab investment account ending in 7154 (Tim), and Wise accounts ending in 4938 (Tim) and 2954 (Kelly). This division shall be confirmed by the Court.

Debts

10. During the course of the marriage, the parties acquired debts and obligations. Each party is ordered to assume and pay, and hold the other harmless from liability on, the following:

- a. Kelly: the mortgage on the condominium, the LLC's Capital One Visa ending in 2768, and the Wells Fargo Visa ending in 2625;
- b. Tim: the mortgage on the marital residence, American Express ending in 1001, and his Bank of America Visa ending in 2717; and,
- c. All remaining debts and obligations shall be the responsibility of the party who incurred the particular debt.

11. Each party is ordered to notify his or her creditors of the division of the parties' obligations as set forth above and provide such creditors with his or her own separate,

current address.

Retirement Assets

12. During the course of the marriage, the parties acquired retirement accounts which are awarded as follows:

- a. Kelly: her Fidelity IRA, her Fidelity 401a, her T Rowe Price 403(b), her T Rowe Price 401(k), her TIAA-Cref 401a, and her TIAA-Cref 401a Roth; and,
- b. Tim: his ML Roth IRA, his TIAA-Cref 401a, and his TIAA-Cref 401a Roth.

13. Kelly shall receive all of her Intermountain Health pension free and clear of any claim from Tim.

Global Settlement

14. In order to equalize the foregoing awards, Kelly will pay Tim \$60,000 within seven (7) days of signing the Stipulation. If Kelly does not reimburse Tim in full within seven (7) days the unpaid portion shall be immediately reduced to judgment, subject to post-judgment interest. The parties acknowledge that this figure is based upon real estate equity and retirement account balances with various capital gain liabilities if sold and exact after-tax values that are unknown, but which they each accept. It is also based on the value of the existing mortgage on the marital home bearing an interest rate of 2.5%. The value of that 2.5% interest rate to Tim is \$53,936 (the offset shall he refinance at current rates) and is fully included in the global settlement payment amount.

Taxes

15. Both property and income taxes for the 2025 tax year have been paid in full. If

there is ever an amount owing, Tim shall be responsible for 55% of the tax burden to Kelly's 45%.

Life Insurance and Mortgage on Marital Residence

16. Kelly is still listed as a co-borrower on the 15-year mortgage of the marital residence that is being awarded to Tim. Kelly shall maintain a life insurance policy on Tim's life in an amount sufficient to cover the outstanding mortgage on the marital home, naming Kelly as primary (100%) beneficiary for mortgage protection purposes. Policy type, carrier, and terms shall be subject to Tim's reasonable approval. Tim shall promptly participate in any requests from a life insurance underwriter to effectuate and maintain the policy (e.g., health attestation or exam), within two (2) weeks of any request. Tim shall reimburse Kelly annually for the expense of a reasonably priced policy until the mortgage is paid off. What will primarily determine the reasonableness of the price is that it be a term policy that pays the amount of the mortgage balance at the time of premium payment. Kelly shall pay the pro rata portion of the premium for coverage that exceeds the mortgage balance. If Tim fails to timely reimburse Kelly for his portion of the premium within sixty (60) days of her providing proof of her prior year premium expense and payment, he must refinance the mortgage out of her name within sixty (60) days of Kelly's written demand. In the event of Tim's death and issuance of a claim on the life insurance policy, Kelly shall use the proceeds to pay off the mortgage and related costs. Any remaining proceeds shall go 50% to Alex and 50% to Ian. Tim's obligation to reimburse Kelly for the premiums shall terminate upon the earlier of (i) Kelly's release from the mortgage, (ii) refinance removing Kelly's liability, or (iii) full

satisfaction of the mortgage.

17. If Tim is late more than 30 days on more than two (2) mortgage payments, he must refinance the mortgage out of her name within sixty (60) days of Kelly's written demand.

18. If Tim misses a mortgage payment (defined as more than 45 days past due), he must refinance the mortgage out of her name within sixty (60) days of Kelly's written demand.

19. While not required, if Kelly makes a mortgage payment to protect her credit after a late or missed payment (defined above), Tim shall reimburse her in full and the payment towards the mortgage is immediately reduced to judgment, subject to post-judgment interest.

20. If Tim is supposed to refinance under the terms herein and fails to do so, the home will be listed for sale within thirty (30) days of his time to refinance elapsing.

Cooperation

21. The parties shall cooperate with the other, through counsel or otherwise, to effect changes in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure the decree is carried out in every detail. Failure to reasonably cooperate shall result in attorney fees if a party files a motion to enforce and prevails therein.

Restraining Orders

22. The parties are mutually restrained from bothering, harassing, annoying,

denigrate or harming/threatening the other party. The parties shall refrain from making derogatory and/or disparaging comments about the other party.

Attorney's Fees and Costs

23. Each party is ordered to pay his or her own costs and attorney's fees incurred in this action. If either party is forced to file a Motion to Enforce to effectuate the above provisions and prevails therein, the filing party shall be awarded all reasonable attorney fees.

Miscellaneous

24. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of this Decree of Divorce. Should a party fail to execute a document within 60 days of the entry of a decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek 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.

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

*****EXECUTED AND ENTERED BY THE COURT AS INDICATED**

BY THE STAMP AND SEAL AT THE TOP OF THIS DOCUMENT***

Approved as to form:

/s/ Kayla H. Quam 5/20/2026
Attorney for Petitioner (signed with permission)

by J. Scott Cottingham)