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

In the matter of the marriage of:	DECREE OF DIVORCE
BETHANY WHITELEY,	
Petitioner,	
and	Case No. 264902148
JASON WHITELEY,	Judge Amber M. Mettler
Respondent.	Commissioner Michelle Blomquist

This case has come before the Court without hearing. Specifically, the parties have reached a stipulation whereby they resolved all issues underlying this matter. Pursuant to the terms of the Stipulation, the parties consented that a Decree of Divorce be entered consistent with the terms of the Stipulation. Therefore, the Court having considered the testimony of Petitioner as to grounds and jurisdiction by way of declaration, having received and reviewed the Stipulation and the other pleadings on file, having previously entered its Findings of Fact and Conclusions of Law, and for good cause otherwise appearing, it is hereby

ORDERED, ADJUDGED and DECREED as follows:

GROUND FOR DIVORCE

1. Irreconcilable differences have arisen between the parties that cannot be corrected, thus making continuation of the marriage impossible.

MARITAL PROPERTY DIVISION

Personal Property

2. The parties shall divide the personal property in the home and/or the household goods in a manner that is fair and equitable once they sell the home. Specifically, the parties will meet and confer and divide up any items equally that they would like to keep. Any remaining items, the parties will sell and divide the proceeds equally. However, the following items will be awarded as follows:

(A) To Petitioner:

(i) Ozzie;

(B) To Respondent:

(i) Power Tools.

(C) The parties shall sell the large wood working tools, which are comprised of the table saw and dust collector, and split the proceeds evenly (50/50).

3. Each party is awarded his/her own personal effects.

Real Property

4. The equity in the marital home shall be divided equally (50/50), subject to the slight adjustment for vehicles as identified below in Paragraph 25. Specifically, that in April, 2026, they listed the home for sale. Until the closing of the sale of the marital home or June 30, 2026, Petitioner shall be allowed to remain living in the home. From the time period between the date that the Stipulation and Settlement Agreement was signed by both parties and the date

on which the marital home is listed for sale, Petitioner shall be solely responsible for the utilities and the property taxes on the home apportionable to that time period. From the date on which the marital home is listed for sale and on, the parties shall be jointly responsible for any property taxes that accrue until the home sale is closed. Petitioner shall remain solely responsible for the utilities while she occupies the home. If the parties have not sold the home by June, 2026, they will re-evaluate the temporary possession and/or living situation in the home as well as who will be responsible for paying rent, property taxes, and utilities.

5. The equity in the home shall be defined as the proceeds of the sale of the home after the payment of standard expenses for realtors, marketing, necessary upgrades, maintenance, etc. are deducted. The parties shall cooperate and work together to find a realtor once they are prepared to list the home for sale. The parties shall cooperate and work together to ensure that the home is able to be listed and marketed properly, including accommodating showings and/or providing any access deemed necessary by the realtor. The parties shall be jointly (50/50) responsible for any expenses incurred to maintain, repair, upgrade, etc. the home for purposes of its sale and/or marketability.

Vehicles

6. The Petitioner is awarded sole possession and ownership of the Toyota Highlander free and clear of any interest from Respondent. The Respondent is awarded sole possession and ownership of the GMC Sierra and the camper attachment. Respondent may elect to either keep possession and sole ownership of the dirt bike or sell it and divide the proceeds of such sale. In order to ensure that each party receives an equal amount of the total value of all of

the vehicles, the following process to determine the values of the vehicle and to equalize the equity provided to each party shall be utilized:

- (a) The parties will use Edmunds True Car Value or Kelley Blue Book to determine the values of the Toyota and the GMC Sierra (minus the camper);
- (b) The parties will find an RV appraiser for the camper to determine the value of the camper;
- (c) If Respondent sells the dirt bike, that will set its value. If Respondent does not sell the dirt bike, then the parties will agree to a reasonable value or will use an appropriate method to determine its value.

Once all of the values are determined, then the parties will total the values of the vehicles to determine how much each party should have received. The presumptive excess value that Respondent is receiving for being able to keep the GMC Sierra, Camper, and if applicable, the dirt bike will be equated by Petitioner receiving an additional amount equal to one-half the difference between the value of the vehicles received by Petitioner and the value of the vehicles received by Respondent. For example, if Petitioner's Toyota Highlander is determined to be worth \$25,000.00 and Respondent's vehicles are determined to be worth \$80,000.00, the additional amount received by Petitioner from the home equity will be \$27,500.00 (or one half of \$55,000.00). Such amount will come from Respondent's half of the home equity when the home sells. To clarify, the parties' respective home equities will be determined first, before the deduction for the amount owed to Petitioner for the vehicle equity. Once the values are determined, then Respondent's half of the home equity will be reduced by the amount he owes to Petitioner for her share of the vehicle equity.

Financial Accounts

7. Investment Account. The parties shall divide evenly the Charles Schwab Investment Account. The parties shall use the value of that account as of the date of the execution of the Stipulation and Settlement Agreement. Accordingly, once the Stipulation and Settlement Agreement is executed, Respondent shall transfer half of the value using that valuation date to Petitioner.

8. Joint Accounts (“Cash”). The parties shall divide the value of the joint checking and savings account at Ally Bank (nicknamed “Cash”) evenly (50/50). The parties shall use such accounts to pay for the attorney’s fees, filing fees, and costs to finalize this matter and to finalize the completion of the Qualified Domestic Relations Order as identified below. Once the Stipulation is executed, the parties will each open separate accounts to ensure their personal income and/or their separate bills are going to his/her own account. Each party may transfer \$20,000.00 to their separate account upon the signing of the Stipulation. Once this matter is finalized and the QDRO has been completed, then the parties shall divide the remaining amounts evenly (50/50) and close the accounts. If Respondent’s Work Bonus has been deposited into one of these accounts, then that amount shall be excluded from this division and its distribution shall be handled as described in Paragraph 31 below.

Retirement Account

9. The parties shall divide the total value of the retirement accounts evenly (50/50). Specifically, Respondent will provide statements showing the balances of the Charles Schwab and Kelso retirement accounts as of the date of execution of this Agreement to Petitioner and/or her counsel. Petitioner shall then be entitled to half of the value of the combined amounts from

the accounts. Petitioner's counsel will formulate and complete a Qualified Domestic Relations Order ("QDRO") related to the Schwab Account so that it may be divided. The QDRO will contain a specific amount that shall be equal to half of the value of both accounts. This will allow the parties to only need one (1) QDRO completed. The parties will be jointly responsible for the attorney's fees and costs of the completion of the QDRO. Thus, as described above in Paragraph 27, the parties will use funds from their joint accounts before it is divided to pay such fees. If one party ends up paying the fees as opposed to using funds from the joint account, then the other party shall be required to reimburse that party for half of the fees.

Business Interests

10. Dubbs. The Petitioner is awarded the Dubb's business, including any property and/or interests (other than cash, if any, which shall be treated as Cash and divided evenly) whether tangible or intangible related thereto, which includes, but is not limited to, the following: intellectual property, the recipe, equipment, the social media account, etc.

11. Kelso Stock Options. Respondent is awarded his Kelso stock options, free and clear of any interest of Petitioner.

12. Work Bonus. It is further ordered that the after-tax proceeds associated with any work bonus paid to Respondent for calendar year 2025 shall be divided 16.5 percent to Petitioner and 83.5 percent to Respondent.

DEBTS AND LIABILITIES

13. The Respondent is awarded continued use of the SkyMiles associated with the AmEx SkyMiles Card. Petitioner shall be allowed to use the SkyMiles on such account and shall ensure that she has the login information necessary to access and utilize such SkyMiles. If the

account associated with the Amex SkyMiles card can be closed without losing the miles, it will be closed. If it can't, neither Respondent nor Petitioner will use the Amex SkyMiles Card after the date of this agreement.

14. The Petitioner shall be allowed to continue using the Costco card. The parties will split the year end reward related to 2025. Petitioner is solely awarded the reward for the year 2026 and any awards that come thereafter. Petitioner shall remove Respondent's name from the card upon the signing of the Stipulation.

15. The home does not have a mortgage and the vehicles do not have loans attached to them.

16. Except for the credit card debt incurred using the Amex SkyMiles card and the Costco card, which has been paid as incurred, the parties shall be held liable for each and every debt they have incurred in their own names since the separation of the parties (including debts incurred after the signing of this Agreement), as well as holding the other harmless from any and all such debts, as allocated herein or as may be ordered by the Court.

17. The parties shall take any action necessary to ensure that they have taken responsibility of the debts in his/her own name and to notify any creditor that such debts are not the responsibility of the other party.

SPOUSAL SUPPORT
(Alimony)

18. Petitioner is hereby awarded alimony. Specifically, based on the parties' current gross incomes, Respondent shall pay Petitioner a monthly amount of \$4,301.00 per month. This alimony award is based on the following calculation:

	JASON	BETHANY
GROSS INCOME	\$220,000	\$34,923
TAXES	\$67,248	\$6,468
TITHING	\$22,000	\$3,492
TO JASON	\$11,900	\$
NET	\$118,852	\$24,963
MONTHLY NET	\$9,904	\$2,080
ALIMONY	(\$3,912)	\$3,912
AFTER ALIMONY	\$5,992	\$5,992

19. The above calculation includes an amount of alimony to be awarded to Petitioner assuming that Respondent would be paying both parties' tithing. However, the Petitioner shall receive the funds and then pay her own tithing. Thus, the amount is adjusted upward from \$3,912.00 to \$4,301.00 per month.

20. Should Respondent choose to return to freelance work or to take a less demanding job (a "Voluntary Job Change") and thus have a lower income, then he shall be allowed to reduce his alimony to an amount which equalizes the parties' incomes, provided that the alimony will not exceed \$4,301.00 per month. However, the minimum Respondent's gross yearly income may be imputed for purposes of such alimony re-calculation, no matter his actual income, is \$131,872.00. Additionally, in connection with a Voluntary Job Change, this calculation shall always impute to Petitioner a gross yearly income of \$34,923.00, no matter what her actual income is at the time of the re-calculation, unless there is a material and substantial change in circumstances. Accordingly, Respondent's alimony obligation shall not be affected by any increase in Petitioner's income, and any such increase shall not be a basis to modify alimony. An example of such re-calculation is included below:

	Jason	Bethany
GROSS INCOME	\$140,000	\$34,923
TAXES	\$40,218	\$6,468

TITHING	\$14,000	\$3,492
NET	\$85,782	\$24,963
MONTHLY NET	\$7,149	\$2,080
ALIMONY	(\$2,535)	\$2,535
AFTER ALIMONY	\$4,614	\$4,615

21. Petitioner's income has varied in recent years because of his switch over a year ago from freelance work that was less than full-time to full-time work. As the alimony of \$4,301.00 is based on Respondent's current full-time salary, Paragraph 39 is intended to address a circumstance in which Respondent chooses to return to less than full-time or less demanding work and will not be construed to limit Respondent's rights related to a "material and substantial change in circumstances" or similar successor standard under Utah law.

22. Just as in the original calculation, the re-calculation shall include \$253.00 per month for Petitioner to pay her own tithing. So, per the example above, Petitioner's re-calculated alimony amount would be \$2,888.00 (\$2,535.00 + \$253.00).

23. Respondent's alimony award shall begin immediately upon execution of the Stipulation and Settlement Agreement and shall continue until Respondent turns the age of sixty-five (65).

24. Respondent's alimony shall terminate immediately and permanently upon the following events:

- (A) Petitioner's remarriage or should Petitioner co-habitat;
- (B) Petitioner or Respondent's death.

TAXES

25. The parties shall file their 2025 taxes jointly. The parties will divide any refund and/or liability related to such taxes equally (50/50).

VARIOUS ISSUES

26. Both parties shall complete and deliver the necessary documents to complete the divorce as soon as practicable.

27. Other than as identified above related to the QDRO, each party will pay his/her own attorney's fees.

28. Petitioner shall share the filing fee and court costs to finalize this matter equally (50/50).

29. The parties shall each obtain auto insurance in their own names for their respective vehicles if they have not already done so.

30. If either party would like to modify the Decree of Divorce, then they shall first give notice to the other party and participate in mediation in good faith regarding their desired modification.

DISSOLUTION OF THE MARRIAGE

31. With the entry of this Decree of Divorce, the marriage between the parties is hereby dissolved.

-----END OF
DOCUMENT-----

***** ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE *****

Approved as to Form:

/s/ Jason Whiteley
Jason Whiteley
Respondent, pro se
(Electronically signed with
permission by Robb Jones.
Permission given via email)

CERTIFICATE OF SERVICE

I certify that on the 12th day of June, 2026, I caused a true and correct copy of the
DECREE OF DIVORCE (Proposed) to be served via email to:

Jason Whiteley
Respondent

/s/ Robb Jones
Robb Jones
Attorney for Petitioner