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

In the Matter of the Marriage of:

BRAD PREECE,

Petitioner,

And

BONNY JEAN PREECE,

Respondent.

DECREE OF DIVORCE

Case No. 254900775

Judge: Thaddeus May

Commissioner: Joanna Sagers

The Petitioner, Brad Preece, commenced this action by filing a *Verified Petition for Divorce* (hereinafter *Petition*) on February 10th 2025, wherein he seeks a decree dissolving the marriage and the marital relationship of the parties entered into by them on or about March 2, 2009.

The Respondent, BONNY JEAN PREECE, filed a *Verified Answer and Counter Petition* with the Court on February 24, 2025.

Both parties have since executed a *Stipulation and Settlement Agreement*, which was filed with the Court on May 27th, 2026, wherein both parties have requested that a

Decree of Divorce be entered pursuant to the terms of said *Stipulation and Settlement Agreement*.

All supporting documents having been submitted and the court being fully apprised in the premises and the law, and the court having heretofore made and entered its Findings of Fact and Conclusions of Law, does herewith ORDER, ADJUDGE AND DECREE AS FOLLOWS:

GRANTING OF DECREE DISSOLVING MARRIAGE

1. That the parties are hereby granted a *Decree of Divorce* upon the grounds of irreconcilable differences, dissolving the marriage of the parties entered into by them on March 2, 2009, in the city of Las Vegas, Clark County, State of Nevada, the same to become absolute and final upon entry of this Decree of Divorce by the Clerk of the Court.
2. **Child Custody and Parent Time.** That there have been two (2) children born or adopted as issue of this marriage. The initials, birth months, and birth years of the children are: D.J.P., born July 2010 (age 16), and S.P.P., born April 2012 (age 14).
3. It is hereby ordered that the Respondent shall be awarded the sole physical custody, with the therapeutic goal of the Petitioner exercising minimum standard parent time pursuant to U.C.A. § 81-9-302.
4. The parties acknowledge that there is a current resist-and-refuse dynamic, which makes exercising minimum standard parent time with the Petitioner and the minor children not practical.
5. It is hereby ordered that, to improve the resist/refuse dynamic, the parties shall engage with Alison Watts to provide Family Systems therapy to improve the current

resist/refuse dynamic between the children and the Petitioner, with the goal of the Petitioner eventually having minimum standard parent time under U.C.A. § 81-9-302.

6. It is hereby ordered that the cost of the family systems therapy shall be shared equally between the parties.

7. It is hereby ordered that the parties shall follow all therapeutic recommendations made by Alison Watts, including recommendations regarding parent-time, as such recommendations are intended to improve the resist/refuse dynamic between the children and the Petitioner and to facilitate the Petitioner exercising parent-time pursuant to U.C.A. § 81-9-302.

8. It is hereby ordered that the progression toward minimum standard parent time shall occur as recommended by the family systems therapist, and shall follow this sequence:

- a. Two hours weekly of in person parent time;
- b. Four hours weekly of in person parent time;
- c. Eight hours weekly of in person parent time;
- d. Eight hours on Saturday and Sunday of alternating weekends;
- e. One overnight on every other weekend;
- f. Minimum standard parent time.

9. It is hereby ordered that the Petitioner shall have virtual parent-time, pursuant to paragraph 18 of the *Stipulation and Settlement Agreement* until Alison Watts recommends initiation of in-person parent-time.

10. It is hereby ordered that if Alison Watts deems it therapeutically appropriate, the

following consequences shall be imposed on the children for failing to comply with required parent time:

- a. Loss of electronic privileges for 24 hours for the first incident;
- b. An additional 12 hours added for each subsequent incident;
- c. A cap of 3 days for loss of electronics;
- d. Restriction from visits with friends thereafter.

11. Legal Custody and Parenting Plan. It is hereby ordered that the parties shall be awarded permanent joint legal custody of the minor children.

PARENTING PLAN

12. The parties shall discuss with each other major decisions involving the children's health and medical care, education, religious participation, and extracurricular activities, and attempt to come to an agreement.

13. If the parties are unable to reach an agreement on the matter, the parties shall consult with a relevant and knowledgeable professional, i.e., teacher, doctor, or therapist, who will consult with the parties concerning the matter.

14. If the parties are unable to reach an agreement after consulting with the professional, the Respondent shall be entitled to make a presumptively valid decision after taking into full consideration the input of the Petitioner and, if applicable, a professional.

15. In the event the Petitioner disagrees with the Respondent's presumptively valid decision, the parties shall attend mediation with each party paying an equal share of the mediator's fee.

16. If the Petitioner continues to disagree with the Respondent after the mediation, he may file a motion pursuant to Rules 101 and 108 of the Utah Rules of Civil Procedure to request that the court make the decision, but the Petitioner shall have the burden of showing that the decision made by the Respondent is contrary to the best interest of the child.

17. Day-to-day decisions regarding the care, control, and discipline of the children shall be made by the parent with whom the children is residing at the time.

18. Either party may make emergency decisions regarding the health and safety of the children.

19. **Virtual Parent Time.** It is hereby ordered that the Petitioner shall have virtual parent time via FaceTime on Tuesday and Thursdays at 6 p.m. with a five-minute cap on virtual parent-time. However, this cap can be extended by the parties if it is recommended by Alison Watts. The parties are strongly encouraged to adopt any recommendations from Alison Watts with regard to virtual parent time.

20. **Holidays and Extended Summer Parent-time.** It is hereby ordered that if the parties cannot agree on a holiday/summer parent-time schedule, the default schedule found in U.C.A. § 81-9-302 shall govern, with the Respondent designated as the non-custodial parent, but only if Alison Watts deems it therapeutically appropriate for the Petitioner to exercise in-person parent time.

21. It is hereby ordered that extended summer parent-time shall be governed by U.C.A. § 81-9-302.

22. **Parent-time Exchanges.** It is hereby ordered that the parent who is beginning

their time with the children shall pick up the children from the other parent or from school.

23. It is hereby ordered that both parties shall be polite and cordial and behave maturely during exchanges of the children.

24. It is hereby ordered that the parents shall also prepare the children, both mentally and physically, for each parent-time exchange by having the children packed and ready to leave on time, and by encouraging the children to spend time with the other parent.

25. **Communication Between parties.** It is hereby ordered that communication between the parties shall occur by text, but if there is a dispute regarding coordination of parent-time between the parties, the parties shall communicate using Our Family Wizard.

26. It is hereby ordered that neither party shall ask or attempt in any way to have the children transfer messages between the parties, whether verbal or written. It is hereby ordered that the parties shall contact each other directly via text message or phone to discuss personal or child-related issues between themselves and shall not involve the children. It is hereby ordered that if a party asks a question by text message regarding the children, the other party shall respond within a timely manner but not later than 24 hours. It is hereby ordered that communication shall be between the parties and not through third parties unless both parties mutually agree otherwise.

27. **Respect and Cooperation.** It is hereby ordered that the “Advisory Guidelines” as set forth in U.C.A. §81-9-202 shall be binding upon the parties.

28. **Contact Information.** It is hereby ordered that each party shall keep the other informed as to changes in residential addresses; home, work, and cell phone numbers;

email addresses, and any other important contact information, including how to be reached in the event of an emergency.

29. Adjustments or Modifications. It is hereby ordered that all permanent adjustments or modifications to the Parenting Plan shall be made in writing, signed by both parties, notarized, and filed with the Court. It is hereby ordered that temporary or minor changes may be made whenever the parties agree.

30. Failure to Comply. It is hereby ordered that if a parent fails to comply with any of the provisions set forth above under the Parenting Plan, the other parent's obligations under said section shall not be affected.

31. Child Support. It is hereby ordered that child Support shall be calculated according to U.C.A. §81-6-107 et seq. The Mother's gross monthly shall be imputed at \$2,400.00 per month. The Father's gross monthly income shall be imputed at \$5601.00 per month. The support has been calculated according to the Sole Physical Custody Worksheet. It is hereby ordered that Father's child support obligation shall be \$1,008.00 per month.

32. It is hereby ordered that Child support shall commence May 1, 2025.

33. It is hereby ordered that, unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

34. It is hereby ordered that the child support is payable one-half on the 5th day of

each and every month, and one-half on the 20th day of each month.

35. Medical and Dental Expenses. It is hereby ordered that the parents shall provide health insurance for the medical, dental, and vision expenses of the children, if health insurance is available to the parties at a reasonable cost, in accordance with U.C.A. §81-6-208.

36. It is hereby ordered that the Respondent shall continue to provide health insurance for medical, dental, and vision expenses of the children through Medicaid.

37. It is hereby ordered that each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

38. It is hereby ordered that each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

39. It is hereby ordered that the parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. It is hereby ordered that the other parent shall remit payment within 30 days of receipt of the verification. It is hereby ordered that if

neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

40. It is hereby ordered that if at any point in time the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent children. It is hereby ordered that if a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

41. It is hereby ordered that if the parties have double coverage for insurance, each party shall pay their own insurance policy premiums.

42. It is hereby ordered that the parent that provides health insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

43. Taxes. It is hereby ordered that the parties shall file their state and federal income tax returns individually starting with the 2025 tax year.

44. It is hereby ordered that beginning in 2025, each party shall claim one child. It is hereby ordered that the Respondent shall claim S.P.P. and the Petitioner shall claim D. J. P. It is hereby ordered that when there is only one child to claim, the parties shall

alternate claiming that child. It is hereby ordered that the Petitioner shall claim S.P.P the first year there is only one child.

45. **Alimony.** It is hereby ordered that, pursuant to U.C.A. §81-4-501 et seq. and Utah case law, and based on other factors and considerations, the Respondent shall be awarded alimony in the amount of \$192.00 per month for a term of 8 years unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party.

46. It is hereby ordered that equal payments shall be made on the 5th and the 20th of each month.

47. It is hereby ordered that Alimony shall commence on May 1, 2025.

48. **Marital Property.** During the course of this marriage, the parties did not acquire an interest in real property.

49. **Personal Property.** It is hereby ordered that any and all personal property not specifically divided herein shall be awarded to the party in possession of such personal property.

50. **Retirement and Investment Accounts.** That during the course of the marriage, the parties acquired retirement accounts. It is hereby ordered that the Respondent shall be awarded as her sole property the entirety. It is hereby ordered that 100% of the Petitioner's Teamsters National 401 (K) Savings Plan account, estimated balance of \$15,000.00 (plan #524768-01, ID #849485, name on account is Donald Preece) shall be awarded to the Respondent. It is hereby ordered that the costs and fees of the QDRO shall be paid by the Respondent.

51. **Bank and Other Financial Accounts.** It is hereby ordered that the Petitioner shall

be awarded any and all other bank and financial accounts in his name, and the Respondent shall be awarded any and all other bank and financial accounts in her name.

52. **Marital Debts, Obligations, and Liabilities.** During the marriage, the parties acquired certain debts, obligations, and liabilities.

53. It is hereby ordered that the Petitioner shall be solely responsible for the following debts:

- a. America First Credit Union
- b. Discover Card

54. It is hereby ordered that the Respondent shall be solely responsible for the following debts:

- a. Wells Fargo Card
- b. BMO Card

55. It is hereby ordered that the parties shall each be responsible for any debts incurred individually since the date of separation.

56. It is hereby ordered that the Petitioner shall indemnify and hold the Respondent harmless on all debts and obligations the Petitioner is ordered to be responsible for herein, and any such debts and obligations associated with any property awarded to him.

57. It is hereby ordered that the Respondent shall indemnify and hold the Petitioner harmless on all debts and obligations the Respondent is ordered to be responsible for herein, and any such debts and obligations associated with any property awarded to her.

58. It is hereby ordered that both parties shall notify all creditors regarding the division of debts, assignment of payment liabilities, and the name and current address of

both parties.

59. It is hereby ordered that pursuant to U.C.A. §§15-4-6.5, 81-3-105 and 81-4-406, the parties shall provide a copy of their final *Decree of Divorce* to all joint creditors for any outstanding obligations that are included in their *Decree of Divorce*.

60. **Attorney fees.** It is hereby ordered that each party shall assume their own costs and attorney's fees incurred in prosecuting this action.

61. **Mutual Restraining Orders.** It is hereby ordered that both parties shall be mutually restrained from attempting, threatening, or committing domestic violence against the other party, including stalking, harassing, threatening physical harm, causing any other form of abuse, and interfering with the other party's telephone, utilities, insurance, email, social media accounts, or other services.

62. It is hereby ordered that neither party shall access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.

63. It is hereby ordered that neither party shall distribute the other party's images of personal nature and shall delete all copies. It is hereby ordered that if these images have been shared with friends, parties must contact friends and instruct them to delete all images as well.

64. It is hereby ordered that neither party shall distribute the other party's images or personal information.

65. **Miscellaneous Provisions.** Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provision of their

Decree of Divorce.

66. It is hereby ordered that should a party fail to execute a document within sixty (60) days of the entry of the *Decree of Divorce*, the other party may bring a Motion to Enforce 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.

67. It is hereby ordered that any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

68. **Maiden Name.** It is hereby ordered that the Respondent be allowed to return to her maiden name of “Bonny Openshaw”, should she so choose.

69. **Application of Decree of Divorce.** It is hereby ordered that if any provision in the *Decree of Divorce* or application thereof is held invalid, the invalidity shall not affect other provisions or applications of the *Decree of Divorce*.

70. It is hereby ordered that the anticipated recodification to the Utah Code shall not affect or change any agreed-upon adherence to the Utah Code as referenced herein.

71. **Default.** It is hereby ordered that in the event that either party defaults in his/her obligations set forth in the in the *Decree of Divorce* entered hereafter, the defaulting party shall be liable for all reasonable expenses, including attorney fees and costs incurred in the enforcement of those obligations.

72. **Modification and Waiver.** It is hereby ordered that no modification or waiver of any of the terms of the *Decree of Divorce* shall be valid unless in writing and signed by the parties to this action and subsequently approved by the Court.

73. It is hereby ordered that no waiver of any breach or default of the terms of the

Decree of Divorce shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

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

PURSUANT TO RULE 10, UTAH RULES OF CIVIL PROCEDURE, AND RULE 4-503, UTAH RULES OF JUDICIAL ADMINISTRATION, THE DATE, SEAL, AND SIGNATURE OF THE COURT APPEAR AT THE TOP OF PAGE ONE OF THIS DOCUMENT.

NOTICE PURSUANT TO RULE 7 (j)(4) OF THE UTAH RULES OF CIVIL PROCEDURE TO THE RESPONDENT AND THEIR COUNSEL:

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that the Decree of Divorce prepared by the Petitioner 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 this 27th day of July 2026.

/s/ Steven B. Wall
STEVEN B. WALL
Attorney for Petitioner

APPROVED AS TO FORM this 28th day of July 2026.

/s/ William M. Fontenot *signed with email permission*
William M. Fontenot
Attorney for Respondent

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Decree of Divorce was [X] emailed and [X] electronically filed on the 27th day of July 2026, to the following:

William M. Fontenot
Attorney for Respondent

/s/ Hailey Meyer

Legal Assistant