



Cassie J. Medura (8290)
Rachel Maxwell-Booker (19008)
MEDURA & MAXWELL FAMILY LAW, LLC
68 South Main Street, 5th Floor
Salt Lake City, Utah 84101
Telephone: (801) 883-8325
rachel@meduramaxwell.com
Attorneys for Luz Estella Padilla

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the matter of the marriage of: KENNETH WILEY, Petitioner, and LUZ ESTELLA PADILLA, Respondent.	DECREE OF DIVORCE Civil No. 254901615-DA Judge Randall N. Skanchy Commissioner Michelle Blomquist

THIS MATTER came before the Court on Petitioner’s Petition for Divorce. Petitioner Kenneth Wiley (“Ken”) and Respondent Luz Estella Padilla (“Luz”) (collectively the “Parties”) participated in mediation on March 4, 2026 (“Effective Date”), wherein they reached a complete stipulated settlement agreement resolving all issues and claims raised in this matter. *See Stipulated Settlement Agreement for Decree of Divorce (docket 263)*. The Court, having accepted the stipulation of the Parties, and having reviewed all other relevant pleadings and documents herein, and having entered Findings of Fact and Conclusion of Law, and for good cause appearing, hereby ORDERS, ADJUDGES and DECREES:

1. **JURISDICTION:** The Parties are bona fide residents of Salt Lake County, State of Utah, and have been for at least three months immediately prior to the filing of this action.

2. **MARRIAGE STATISTICS:** The Parties were married on January 25, 2021, in Salt Lake County, State of Utah, and are presently married.

3. **GROUND:** In consideration of the agreements herein, Luz agrees to the grounds for divorce being irreconcilable differences. The Parties confirm irreconcilable differences have arisen between them which render continuation of the marital relationship impossible. A Decree of Divorce should be issued upon the same so long as the Court finds sufficient evidence.

4. **FINANCIAL ACCOUNTS:** The Parties shall be awarded their post separation financial accounts and funds, if any, free from claim by the other Party. Unless otherwise stated herein, the Parties shall be awarded any financial accounts and funds, held in their name only, free from claim by the other Party. If any joint accounts remain, the account shall be awarded to the primary account holder. Each Party shall remove themselves and/or transfer all accounts as awarded herein within thirty (30) days of entry of this Agreement, if applicable.

5. **REAL PROPERTY:** Ken shall be awarded the real property located at 1567 W. Watership Down Ln., Riverton, Utah 84065 ("Home") in as-is condition, subject to any debt thereon.

6. **PERSONAL PROPERTY:** The Parties are each awarded any property in their own possession, free from any claim of the other, unless otherwise identified herein. Ken is currently in the Home and is awarded all of the personal property in the home and the personal property in the storage unit(s). Luz previously moved out of the Home and is awarded all of the

personal property in her current possession including the firearms that she was required to remove and secure per the direction of the police.

7. **VEHICLES/RECREATIONAL VEHICLES:** Luz shall awarded the 2012 Mercedes Benz VIN WDCGG8HB5CF802490 and the 2016 Chevy Traverse VIN 1GNKVJKD7GJ295853, free from any claim of Ken. The Traverse is currently in Luz's possession. The Mercedes is currently in Ken's possession. Ken represents the vehicle is in good working condition. Luz shall facilitate a third-party representative to retrieve the Mercedes from Ken's Home at 7:00 pm MST on March 4, 2026. Ken shall ensure that the vehicle is fully able to be driven away. Ken represents that there is no debt on either vehicle. Ken shall transfer the vehicle titles to Luz by no later than 5:00 pm on March 13, 2026 at Luz's attorney's office. Luz will ensure the titles for the Traverse and Mercedes are at her attorney's office to be signed by Ken.

8. Ken shall be awarded all other vehicles and recreational vehicles, subject to any debt thereon, including but not limited to 2023 Tesla Y VIN 7SAYGDEE1PF683559; 2023 Tesla X Plaid VIN 7SAXCBE61PF430391; 2015 Fleetwood Expedition Motorhome VIN 4UZACWDT2ECFZ2833; 2015 Moomba Boat by Skiers w/BTMI Trailer Hull number 1SRME020G415; 2005 Chevy Silverado 2500 VIN 1GCHK232X5F926173; 1997 Chevrolet Suburban VIN 3GNGK26J3VG105209.

9. Ken shall have thirty (30) days from the entry of this Agreement to remove Luz's name from the Tesla X Plaid VIN 7SAXCBE61PF430391 loan by any means necessary. At all times Ken is solely responsible for maintaining the auto loan payments in full and

timely.

10. **AUTOMOBILE DEBTS:** The Parties are each responsible for any automobile debts associated with any vehicle they are awarded herein. Each Party shall defend, indemnify, and hold the other Party harmless in all vehicle debts and obligations he or she is ordered to pay, including any attorney fees the defended Party incurs to enforce the awards and obligations.

11. **DEBTS:** Each Party shall be responsible for the debts incurred in their own respective names, and any debts incurred by them after the date of separation, unless specifically stated herein.

12. **NOTIFICATION TO CREDITORS:** Pursuant to Utah Code § 15-4-6.5, the Parties shall each notify the creditors regarding the court's division of debts, obligations, or liabilities, and regarding their current addresses.

a. **INDEMNITY:** Each Party shall defend, indemnify, and hold the other Party harmless in all debts and obligations he or she is ordered to pay, including any attorney fees the defended Party incurs.

13. **PROPERTY SETTLEMENT:** In consideration of the agreements herein, Ken shall pay Luz a one-time property settlement of \$18,000.00. Ken shall remit payment through a cashier's check personally delivered to Luz's attorney's office 68 S. Main Street, 5th Floor, Salt Lake City, Utah 84101, no later than 5:00 pm on March 13, 2026. At the same time, Ken shall sign and notarize any documentation necessary to complete the transfer of the vehicles awarded to Luz if not done so already. Ken shall contact the attorney's office to schedule an appointment

time (801) 883-8325.

14. **MUTUAL RESTRAINING ORDER:** The following mutual restraints shall apply:

- a. The Parties will be civil.
- b. The Parties are mutually restrained from bothering, harassing, annoying, threatening, or harming the other Party, including but not limited to, in person, through third parties, over social media, etc.
- c. The Parties are mutually restrained from entering the residence of the other Party without permission from that Party.
- d. The Parties are mutually restrained from monitoring, accessing, surveilling, or in any other way gain access to account information of the other Party, including but not limited to, electronic, internet, computer, cell phones, online accounts, social media, banking, email, text messaging, etc.
- e. The Parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this agreement and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations and shall remove the minor child from such circumstances.

15. **MISCELLANEOUS:** The Parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of the final order in this

action within 48 hours of a request. Should a Party fail to execute a document, the other Party shall be permitted to bring a Motion to Enforce at the expense of the disobedient Party and/or 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 shall have the same effect as if executed by the disobedient Party.

16. In the event that it is necessary for a Party to file an action to enforce any provision of the final order, the prevailing Party may be entitled to reimbursement for all expenses incurred in prosecuting the action, including attorney fees and costs.

17. **DISPUTE RESOLUTION:** The Parties shall attempt in good faith to resolve disputes by engaging in mediation, with an agreed upon mediator, prior to initiating legal action, with said mediation costs being shared equally by the Parties.

18. **EFFECTIVE DATE:** Unless otherwise stated herein, the agreement becomes effective when signed by all Parties.

19. **ATTORNEY FEES:** In consideration of the agreements herein, each Party shall pay their own attorney fees, if any.

20. **DRAFTER:** The Parties intend that neither shall be deemed to be the drafter of this Agreement, that both parents collectively shall be deemed to have drafted it, and that it shall be construed without regard to rules of construction that might otherwise apply against a drafter. As such, this agreement, together with the resulting documents as contemplated herein, shall not be interpreted in favor of, or against, either Party due to the identity of the person or Party who drafted said documents. In the event of any ambiguity contained herein, neither Party

shall be entitled to any presumption or advantage based upon the identity of the person or their attorney who prepared said documents.

21. **MODIFICATION OF AGREEMENT:** No modification or waiver of any of the terms of this agreement shall be valid, unless in writing and signed in the presence of a notary by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

22. **CHOICE OF LAW:** This agreement and all rights and obligations of the parties hereunder shall be construed according to the laws of the State of Utah.

23. **ORDER:** It is the intention of the parties that they be awarded an order of the court pursuant to the terms of this stipulation and agreement and therefore agree that, upon approval by the court, the terms, conditions, and provisions of this stipulation and agreement may be made part of an appropriate court order.

24. **BINDING EFFECT:** Consistent with the representations and warranties above, the Parties hereby acknowledge and agree that they intend for this stipulation to be a binding contract to the maximum degree permissible under applicable law, that this stipulation shall be construed and interpreted to accomplish and facilitate that intent, and that neither Party may avoid or otherwise set aside any provision hereof except upon an express finding by a court of competent jurisdiction that the factors to set aside a contract had been fully met.

25. **SEVERABILITY:** If any term, paragraph, or provision of this agreement is held invalid or unenforceable for any reason, the remainder of this agreement shall continue in full force and effect.

26. **ENTIRE AGREEMENT:** No promise, representation or warranty has been made by either Party to the other with respect to this agreement or has induced the other Party to enter into it, except as appears herein. Further, this agreement contains the entire understanding between the Parties hereto with respect to the subject matter hereof. Both Parties warrant and agree that this document represents the entire agreement.

27. **COMPROMISE:** This agreement is a compromise, settlement, accord and satisfaction, and discharge of disputed claims.

28. **NO IMPAIRMENT:** Both Parties warrant and agree that neither is impaired by any substance, prescription drug, medicine, alcohol, or drugs when executing this document. Each Party acknowledges that their mental and cognitive abilities and functions are not impaired, in any way, by reason of mental, emotional, or physiological illness, impairment, or condition.

29. **VOLUNTARY:** Both Parties warrant that they execute this document voluntarily and of their own free will and choice.

30. **NO COERCION:** Each Party warrants that they are not being coerced and are not subject to undue influence, duress, coercion, or impairment when executing this document.

31. **REVIEW:** Each Party has had an opportunity to review this agreement and consult with an attorney of their choice to review the terms and conditions herein.

32. **FINAL RESOLUTION:** The Parties agree that this Agreement resolves all pending motions and issues in the instant case and that a final Decree of Divorce should be entered consistent with the same. All currently scheduled hearings shall be cancelled.

END OF ORDER.

Approved as to Form this ____ day of June, 2026.

/s/
David Friel
Attorney for Petitioner

/s/Rachel Maxwell-Booker
Rachel Maxwell-Booker
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of June, 2026, I caused a true and correct copy of the foregoing **DECREE OF DIVORCE** to be sent ☒ via electronic service/MyCase, ☒ mailed postage prepaid, ☐ hand-delivered, ☐ sent via facsimile, ☐ sent via to e-mail to:

David Friel
Attorney for Kenneth Wiley

/s/Rachel Maxwell-Booker
Rachel Maxwell-Booker

Attorney for Luz Padilla