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

In the Matter of the Marriage of, SHELBY RUE FIALKOWSKI, Petitioner, and MATTHEW MICHAEL FIALKOWSKI, Respondent.	DECREE OF DIVORCE Case No. 264903220 Judge Richard Daynes Commissioner Kim M Luhn
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The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the Court.

JURISDICTION AND GROUNDS

1. Residency: Shelby is a bona fide resident of Salt Lake County, State of Utah for three months immediately prior to the filing of this action.

2. Marriage: The parties were married on January 16, 2021, in Stillwater, Minnesota, and have since remained husband and wife.

3. Minor children: There are no minor children, and none are expected.

ALIMONY

4. The parties are able to support themselves, and they shall waive alimony from the other, both now and in the future.

PERSONAL AND REAL PROPERTY

5. Shelby shall be awarded all personal belongings and other property items that are in her possession.

6. Matthew shall be awarded all personal belongings and other property items that are in his possession.

7. The parties shall be awarded any property from premarital sources, gifts, or inheritances.

8. Any bank accounts shall be awarded to the owner thereof. All joint bank accounts shall be closed upon the entry of the Decree.

9. Shelby shall be awarded \$15,000.00 from Matthew's Traditional IRA ending in *7389 upon the entry of the Decree. If a QDRO is needed to facilitate the transfer of funds, the parties shall equally share the cost for the preparation of the QDRO. All other retirement accounts shall remain with the owner thereof.

10. Matthew will sign any documents to effectuate Shelby transferring her pension to an IRA within thirty days of the signing of the Stipulation. Shelby shall provide the documents within fourteen (14) days of signing of the Stipulation or as soon as she receives the documents from her previous employer.

11. Matthew shall be awarded the 2021 Ford F-150. Shelby shall be awarded the 2018 Honda HR-V. Matthew shall refinance the 2021 Ford F-150 within thirty days of the signing of the Stipulation to remove Shelby's name from the loan. If applicable, Shelby shall remove Matthew from her car title. Both parties shall obtain their own insurance policies within fourteen (14) days of signing of the Stipulation.

12. During the marriage, the parties resided at the real property located at 3456 W. Great Plains Way, Lehi, Utah 84048 (the "marital residence"). Matthew shall be awarded the marital residence free and clear of any claim by Shelby. Matthew shall be solely responsible for the mortgage payments. Shelby shall sign a quitclaim deed transferring any interest she has in the marital residence to Matthew within thirty (30) days of the entry of the Decree. The parties shall equally share the cost to prepare and file the quitclaim deed.

13. Matthew shall pay Shelby a global marital settlement in the amount of \$17,250.00 within thirty (30) days of Shelby signing the quitclaim deed for the marital home in ¶ 12. This payment shall cover any and all equity in the marital estate.

14. The Dog Paisley: Shelby will be entitled to visit Paisley for six months beginning when both parties have signed the Stipulation. For the first two months, Shelby shall have weekly visits (8 visits total). For the remaining four months, Shelby shall have visits every other week. All visitation shall occur on Sundays, and Paisley will be picked up by Shelby from the marital

property at 3:30 pm and picked up by Matthew at 7:30 pm from Shelby's residence. Matthew will provide food, bowls, and supplies for Shelby. The dog visitation shall not occur at the marital property referenced in ¶ 12.

15. If Paisley gets sick from visits at Shelby's, visits will then be converted to hour long walks during the aforementioned six-month visitation period. If Paisely is sick, Matthew will provide an explanation of the illness to Shelby.

16. Both parties will give a minimum of 48-hour notice if a scheduled visit needs to be rescheduled.

17. If Shelby misses a visit, the visit shall not be made up. In the event that Paisley requires care outside the marital home due to Matthew's unavailability, Shelby shall be the first point of contact for such care, provided that "unavailability" shall mean a period exceeding twelve (12) consecutive hours. The provision shall remain in effect for a period of six months from this signing of the Stipulation.

ALLOCATION OF MARITAL DEBT

18. SThe parties shall be responsible for the debt in their own names.

19. Notwithstanding the foregoing, each party shall be ordered to pay and assume, and hold the other harmless from, each and every debt he or she has incurred independent of the other party from the date of separation.

20. In accordance with the above allocation of debts, the parties shall hold each other harmless from the debts which have been allocated to him or her, and shall indemnify each other for any costs, charges or fees incurred as a result of a defense or claim made against the other for payment on those debts.

21. Both parties shall provide notice to their creditors, following entry of the decree of divorce, indicating who was ordered to pay which debts, and providing the creditor with the address of the party liable for that debt.

22. All authorized users shall be removed from all credit cards respective to each Party's credit cards.

MUTUAL RESTRAINING ORDERS

23. Parties shall abide by the following mutual restraining orders:

A. Parties shall not harass or threaten each other.

B. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations.

MISCELLANEOUS PROVISION

24. SShelby shall be entitled to change her last name to a name of her choice, if she so desires.

25. The parties shall be duly ordered to execute and deliver all documents necessary to effectuate the Decree of Divorce.

26. Both parties shall be responsible for their own attorney fees.

Approved as to form:

/s/ Nicholas Schwarz

Nicholas Schwarz

Attorney for Respondent

(Approved via 08/04/2026 email)

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3. **THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S
SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.**

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner's attorney, Ryan S. Ficklin, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on August 3, 2026, I transmitted a true and correct copy of the foregoing document via electronic mail to the following:

Nicholas Schwarz
Attorney for Respondent

/s/ Ryan S. Ficklin
Ryan S. Ficklin
Attorney for Petitioner