



WILLIAM M. FONTENOT, #11646
FONTENOT LAW, P.C.
1596 S. 500 W. Suite #200
Woods Cross, Utah 84010
Tel: (801) 312-9330
Fax: (801) 383-9612
wf@utahlawpro.com
Attorney for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT – OGDEN
IN AND FOR WEBER COUNTY, STATE OF UTAH

<p>In the matter of the marriage of:</p> <p>KISHA BREE CHADWICK,</p> <p>Petitioner</p> <p>and</p> <p>JUSTIN DON CHADWICK,</p> <p>Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Case No. 264900550</p> <p>Judge: Chamille Neider</p> <p>Commissioner: Christina Wilson</p>
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Petitioner, Kisha Bree Chadwick (“Kisha” or “Petitioner”), commenced this divorce action against Respondent, Justin Don Chadwick (“Justin” or “Respondent”) with the filing of her *Verified Petition for Divorce* on March 27, 2026. The Court has received the Parties’ written *Stipulation and Settlement Agreement* filed on May 4, 2026. (“the Agreement”), which resolves all pending issues between the parties. The Court, having also received Petitioner’s *Declaration of Jurisdiction and Grounds* and entered *Findings of Fact and Conclusions of Law*, and having reviewed the file in this matter and being otherwise fully advised, hereby **ORDERS, ADJUDGES and DECREES** as follows:

PARTIES, CHILDREN, JURISDICTION AND VENUE

- Marriage.** Kisha and Justin are wife and husband, being married in Las Vegas, Clark

County, State of Nevada on February 29, 2016.

2. Residence. Kisha and Justin were *bona fide* residents of Weber County, State of Utah for at least ninety (90) days before the filing of the Petition for Divorce.

3. Jurisdiction. This Court has jurisdiction over the parties and subject-matter, pursuant to Utah Code Ann. § 81-4-203.

4. Venue. Venue is proper in this court, pursuant to Utah Code Ann. § 81-4-402.

5. Children. No minor children have been born as an issue of this marriage, and no children are expected.

GROUND FOR DIVORCE

6. The marriage of the Parties is hereby dissolved on the grounds of irreconcilable differences, and each Party is granted a Decree of Divorce from the other.

ALIMONY

7. Pursuant to Utah Code Ann. § 81-4-502 and Utah case law, and based on other factors and considerations, neither party shall be awarded alimony.

MARITAL PROPERTY

REAL PROPERTY

8. During the marriage, the Parties acquired real property located at 1511 North 4700 West, Plain City, UT 84404 (the “Marital Home”).

9. Kisha shall be awarded ownership of Marital Home in fee simple absolute, subject to assuming/refinancing the mortgage to have Justin’s name removed from the mortgage within six (6) months of the entry of the Decree of Divorce. However, in the event Kisha requires additional time in order to complete the assumption or the refinance, Justin shall not unreasonably refuse any reasonable extensions in order to complete the assumption or refinance.

At the time of the assumption or refinance, Kisha shall pay Justin his marital share of equity in the Marital Home, which the Parties agree is \$2,500.

10. Until the divorce is finalized, Justin shall be responsible for paying half of all monthly mortgage payments on the Marital Home. Upon entry of the Decree of Divorce, Kisha shall be solely responsible for paying the mortgage payments and all other expenses associated with the Marital Home.

11. If Kisha cannot assume/refinance the Marital Home, by the deadlines above, the house shall be sold using a real estate agent selected by Kisha, and the net proceeds shall be divided equally with each party receiving a one-half share.

12. If the house is listed for sale, any repairs/improvements that are reasonably likely to increase the likelihood or net value to the parties, as recommended by the real estate agent, shall be shared equally by the Parties.

13. Once Justin has received his marital share of the equity from the Marital Home, as set forth above, any claims he has to the Marital Home are forever waived, relinquished, and discharged.

14. If any documents Kisha reasonably requires to complete the assumption or the refinance require Justin's consent or signature, Justin shall cooperate with these requests.

15. Justin shall not access the Marital Home for any reason and shall have no further right to access the Marital Home.

PERSONAL PROPERTY

16. Except as otherwise indicated hereinbelow, any personal property acquired during the marriage shall be divided as the Parties have already divided it. All property remaining at the Marital Home shall be awarded to Kisha, free and clear of any claim or interest by Justin.

17. *Retirement Accounts*—During the course of the marriage, the Parties acquired interests in certain retirement, pension and investment assets which shall be divided as follows:

a. Kisha's 401(k) plan at Fidelity NetBenefits ending in 1062 shall be awarded to Kisha as her sole and separate property, free and clear of any claim or interest of Justin.

b. Justin has no retirement accounts in his name to be divided.

18. *Bank & Other Financial Accounts*—The Parties acquired various bank and other financial accounts during the marriage, which shall be divided as follows:

a. The funds from Justin's savings account at Goldenwest Credit Union, ending in 8642, shall be divided equally between the parties based on the balance on the date of separation: January 18, 2026. Within thirty (30) days of the entry of the Decree, all funds from this account as of the date of separation shall be divided equally between the Parties.

b. After dividing the funds as detailed above, Justin's checking account at Goldenwest Credit Union, ending in 8642, shall be awarded to Justin as his sole and separate property, free and clear of any claim or interest of Kisha.

c. Kisha's savings account at Goldenwest Credit Union, ending in 3274, shall be applied towards the following marital obligations in the following order: (1) to pay monthly mortgage payments on the Marital Home, (2) to make the payments on the 2020 Dutchman trailer, (3) to pay for the deficiency remaining from the sale of the 2020 Dutchman trailer, and (4) to pay the balance on the Parties' Citi and Chevron credit cards. These payments shall be applied only to the extent such obligations have not already been satisfied

from other sources identified in the Agreement. Any remaining funds shall be divided equally between the Parties.

d. Kisha's health savings plan at Fidelity NetBenefits, ending in 6302, shall be awarded to Kisha as her sole and separate property, free and clear of any claim or interest of Justin.

e. Kisha's checking and savings accounts at America First Credit Union, ending in 0988, shall be awarded to Kisha as her sole and separate property, free and clear of any claim or interest of Justin.

f. Kisha's savings account at Chevron Federal Credit Union, ending in 9352, shall be awarded to Kisha as her sole and separate property, free and clear of any claim or interest of Justin.

g. The parties shall cooperate in order to complete and sign any forms necessary to remove the other's name from an account awarded to them within 30 days of the date of the signing of the Agreement.

19. Vehicles—During the marriage, the Parties acquired certain vehicles, and trailers, which shall be divided as follows, including responsibility for any loans, insurance, taxes, and expenses associated therewith.

a. **2010 Lexus RX350** – The 2010 Lexus RX350, with a title outstanding to Kisha, shall be awarded to Kisha, free and clear of any claim by Justin.

b. **2024 Indian Chief Bobber Motorcycle** – The 2024 Indian Chief Bobber Motorcycle, with a title outstanding to both parties, shall be awarded to Kisha, free and clear of any claim by Justin. The vehicle debt shall be refinanced to be solely in Kisha's name.

- c. **2008 Chevrolet Silverado** – The 2008 Chevrolet Silverado 2500, with a title outstanding to Justin and Kisha, shall be awarded to Justin, free and clear of any claim by Kisha. Kisha's name shall be removed from any documents associated with the vehicle.
- d. **2023 Indian Chief Motorcycle** – The 2023 Indian Chief Motorcycle, with a title outstanding to both parties, shall be awarded to Justin, free and clear of any claim by Kisha. The vehicle debt shall be refinanced to be solely in Justin's name.
- e. **2020 Dutchman Voltage Trailer** – The 2020 Dutchman Voltage trailer shall be sold. The vehicle shall remain at the Marital Home and each party shall pay half of the trailer's loan payments and insurance payments until the sale is finalized. Once sold, the proceeds from the sale shall be used to satisfy all liens on the trailer first, and any remaining deficiency shall be shared equally between the Parties. To satisfy their respective half of this deficiency, each party shall obtain a personal loan as detailed in the *Marital Debts, Obligations, and Liabilities* section herein.
- f. **Utility Trailer** – The Utility Trailer in Justin's possession has been sold. The proceeds from the sale shall be applied as follows: Up to \$2,000 may be applied to expenses associated with the 2008 Chevrolet Silverado, including the steps. Any remaining proceeds from the sale shall be applied towards the following marital obligations in the following order: (1) to pay the mortgage payments on the Marital Home (before the entry of the Decree of Divorce), (2) to make the payments on the 2020 Dutchman trailer, (3) to pay for the deficiency remaining from the sale of the 2020 Dutchman trailer, and (4) to pay the balance on the Parties' Citi and Chevron credit cards. These payments shall be applied only to the extent such obligations have not already been satisfied from other sources identified in the Agreement. Any remaining funds shall be

divided equally between the parties.

g. Within thirty (30) days of the date of the Agreement, the parties shall cooperate in order to exchange and sign off on the title(s) and refinances as necessary.

PETS AND ANIMALS

20. All household and farm animals, including four (4) dogs, five (5) cats, and thirteen (13) farm animals, shall remain in Kisha's care at the Marital Home.

21. Kisha shall be responsible for all expenses associated with the pets and animals, including food, shelter and veterinary care.

22. Justin shall not remove, relocate, harm, sell, rehome, or interfere with the pets.

MARITAL DEBTS, OBLIGATIONS, AND LIABILITIES

23. During the marriage, the Parties acquired certain debts, obligations, and liabilities.

24. The Parties shall be equally responsible for paying the following debts, with each party paying one half of the debt owed:

a. The loan from U.S. Bank for the account ending in 6615;

25. After application of any funds from the sale of the 2020 Dutchman Trailer and Kisha's savings account at Goldenwest Credit Union, ending in 3274 as detailed herein, the Parties shall each obtain an individual personal loan for fifty (50) percent of the remaining balances on the following credit cards as well as the deficiency from the 2020 Dutchman Trailer mentioned in the *Personal Property* section herein:

a. The Citi Double Cash Visa credit card ending in 8161;

b. The Chevron Federal Credit Union Visa credit card ending in 1617.

26. The Parties shall have sixty (60) days from the entry of the Decree of Divorce to obtain their respective loans, and each party shall be solely responsible for repaying their

personal loan pursuant to this paragraph. Until the cards have been paid off, Kisha and Justin shall each be responsible for paying half of the minimum monthly payments on the above credit cards.

27. In the event that both parties are unable to obtain a personal loan, Kisha shall be solely responsible for the full balance of the Chevron Federal Credit Union credit card and Justin shall be solely responsible for the deficiency associated with the 2020 Dutchman trailer and the full balance of the Citi Double Cash Visa credit card.

28. Kisha shall bear sole responsibility for the following debts:

- a. The loan from Goldenwest Credit Union for the account ending in 3274.
- b. The America First Credit Union Visa credit card ending in 9886;
- c. The Fidelity NetBenefits loan for the account ending in 1062.

29. Justin shall bear sole responsibility for the following debts:

- a. The loan from Goldenwest Credit Union for the account ending in 8642;
- b. The Wells Fargo credit card ending in 2930;
- c. The Goldenwest Credit Union Visa credit card ending in 8642;
- d. The Goldenwest Credit Union line of credit ending in 8642.

30. The Parties shall each be responsible for any debts incurred individually since the date of separation and/or other debts incurred in their individual names.

31. Kisha shall indemnify and hold Justin harmless on all debts and obligations she is ordered to pay, and any such debts and obligations associated with any property awarded to her.

32. Justin shall indemnify and hold Kisha harmless on all debts and obligations he is ordered to pay, and any such debts and obligations associated with any property awarded to him.

33. Both Parties shall notify all creditors regarding the division of debts, assignment

of payment liabilities, and the name and current address of both Parties.

34. Pursuant to U.C.A. §§ 15-4-6.5, 81-3-105 and 81-4-406, the Parties shall provide a copy of this Decree of Divorce to all joint creditors for any outstanding obligations that are included in this Decree of Divorce.

BUSINESS INTERESTS

35. During the marriage, the Parties acquired interest in the business Spruceridge Construction, LLC located at 1511 North 4700 West, Plain City, UT 84404.

36. Justin shall be awarded 100% of Spruceridge Construction, LLC. Ownership of the business shall be free and clear of any claim by Kisha.

INSURANCE

37. Kisha shall maintain health insurance and the health spending account for Justin until the divorce is finalized. Upon entry of this Decree of Divorce, if allowed by the insurance company, Justin shall have thirty (30) days to obtain his own health insurance coverage and Kisha shall no longer be required to maintain the health insurance plan and health spending account.

38. The Parties shall share all expenses for vehicle insurance coverage until the divorce is finalized. Upon entry of this Decree of Divorce, the Parties shall each have thirty (30) days to obtain separate coverage for the vehicles awarded to them.

39. There are no whole life insurance or annuity policies with any cash value. Each party shall be awarded all term life insurance policies owned by them, in their names, and/or issued/provided through their own employer and/or employment; with each party under an affirmative duty to change their beneficiary designations accordingly.

MAIDEN NAME

40. Kisha may resume the use of her maiden of Kisha Bree Turnbeaugh or any other name of

her choosing.

DUTY TO SIGN DOCUMENTS TO IMPLEMENT DECREE OF DIVORCE

41. Both parties shall 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 sixty (60) days of the entry of the divorce decree, 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. Any document executed pursuant to Rule 70 shall have the same effect as if executed by the disobedient party.

ATTORNEY FEES AND OTHER COSTS

42. Each party shall bear sole responsibility for their own attorney fees and court costs they have incurred in connection with this proceeding to date.

43. If either party is found in contempt for violating a provision of this Decree of Divorce, that party shall be responsible for a reasonable amount of attorney fees and court costs incurred by the prevailing party.

MUTUAL RESTRAINING ORDERS

44. Both Parties shall be mutually restrained from attempting, threatening, or committing domestic violence against the other party, to include 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.

45. 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.

46. Neither party shall distribute the other party's image or personal information.

47. Neither party shall disparage, defame, insult, demean, or harm the reputation of the other or their family members, to include posting on social media accounts or other internet sites or disparaging the other party to any professional colleagues or employers.

END OF DECREE OF DIVORCE.

*******SO ORDERED*******

In accordance with U.R.Civ.P. 10(e), the official signature of the court authority who has hereto attached a signature to this Order of the Court shall appear at the top of the first page.

RULE 7 NOTICE TO RESPONDENT

You are hereby notified that pursuant to Rule 7(j)(4) that you have 7 days from the date of service of this proposed Order, May 4, 2026, to file an objection with the court if you object to the form of the Order. If you fail to file an objection with the court within the 7 days allowed by Rule 7, any objection you have to the form of the order shall be waived, and the court may sign and enter this order.

DATED this 4th day of May 2026.

/s/ William M. Fontenot
Attorney for Petitioner

APPROVED AS TO FORM this 4th day of May 2026.

/s/ Justin Don Chadwick
Respondent
[Electronic signature affixed by Fontenot Law,
P.C. with permission from Mr. Chadwick on May
5, 2026]

CERTIFICATE OF SERVICE

I HEREBY certify that on the 4th day of May 2026, a true and correct copy of the foregoing document was served by the method indicated below to the following:

Justin Don Chadwick Email: justinchadwick430@yahoo.com Respondent	() E-file Notification (x) E-mail () U.S. Mail, Postage Prepaid () Hand Delivery () Facsimile Transmission
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/s/ Connor Nygard
Paralegal for Fontenot Law, P.C.