



**UTAH DIVORCE COACHING
& CONSULTING, LLC**

JENNIFER NEELEY [10607]

2485 Grant Ave, Suite 200

Ogden, Utah 84401

Telephone: (801) 675-8183

Jennifer.Neeley@gmail.com

Attorney for John Edward Vallesillo

IN THE SECOND JUDICIAL DISTRICT COURT, WEBER COUNTY

OGDEN DEPARTMENT, STATE OF UTAH

In the Matter of the Marriage of: John Edward Vallesillo, Petitioner and Sidney Gray Vallesillo, Respondent.	DECREE OF DIVORCE Civil No. 264900860 DA Judge: Cristina Ortega Commissioner: Brandon Richards
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This matter came before the Court by way of a Petition for Divorce, the Stipulation and Property Settlement Agreement (“the Agreement”) of the parties, the Findings of Fact and Conclusions of Law, and the Request to Submit for Decision, all of which have been submitted to the Court. Petitioner John Edward Vallesillo is represented by attorney Jennifer L. Neeley and Respondent Sidney Gray Vallesillo is representing herself, pro se. Pursuant to the terms of the Agreement, the parties consented that a Decree of Divorce could be entered consistent with the terms of the Agreement.

After reviewing the pleadings on file in this matter and having been fully advised in the premises, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. *Divorce.* The parties are hereby granted a decree of divorce on the grounds of irreconcilable differences, and the bonds of matrimony now and heretofore existing between the parties are hereby dissolved. The divorce will become final upon entry by the Clerk of the court. This Decree of Divorce of the parties should govern the rights and duties of the parties as to all matters herein set forth.

PARENTING PLAN

2. The Parties have one (1) child of the marriage, namely: L.G.V., daughter, born September 2017. The child was legally adopted by the Parties during the marriage. The child has resided with the Parties in Utah since June 1, 2019.

3. *Joint Legal Custody.* The parties are hereby awarded joint legal custody of their minor child. Pursuant to Utah Code Section 81-9-101, the term joint legal custody shall mean "the sharing of the rights, privileges, duties, and powers of a parent by both parents".

4. *Joint Physical Custody.* The parties are hereby awarded joint physical custody of their minor child with the parties sharing parent-time on an equal basis. Parent-time shall be as the parties agree. The parties may agree to temporary modifications of the parent-time schedule in writing (text messaging, emails, or other written communication). If the parties are unable to agree, parent-time shall be as follows:

A. *Regular Parent-Time.* Each party shall be awarded regular parent-time consistent with Utah Code 81-9-305 and pursuant to a 2/2/5/5 schedule with John exercising overnight parent-time on Tuesday and Thursday nights and Sidney on Monday and Wednesday nights with

alternating weekends from Friday until Monday morning. Exchanges are anticipated to be at school. However, if the minor child are not in school on a particular day, the exchange for parent-time shall occur at 8:00 a.m. with the party ending his or her parent-time dropping off the minor child to the party beginning his or her parent-time.

	John	Sidney
Week 1 Week nights	Tuesday night Thursday night	Monday night Wednesday night
Week 1 Weekend nights	Friday night Saturday night Sunday night	
Week 2 Week nights	Tuesday night Thursday night	Monday night Wednesday night
Week 2 Weekend nights		Friday night Saturday night Sunday night

B. *Extended Parent-Time.* The parties will follow the Regular Parent-time schedule but will work together to coordinate their respective vacations with the child.

C. *Holiday and Special Occasions Parent-time.* Holiday parent-time shall be as follows:

Holiday	Holiday Time Period	Years John is Granted Holiday	Years Sidney is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) (a) 9:00 a.m. if school is not in session; or (b) The time that school is regularly dismissed; or (c) (d) (2) Holiday ends at 7:00 p.m. on Dr. Martin Luther King Day.	Even years	Odd years
President's Day	(1) Holiday begins Friday at: (a) 9:00 a.m. if school is not in session;	Odd years	Even years

	(b) the time that school is regularly dismissed; or (2) Holiday ends at 7:00 p.m. on the day before school resumes.		
Spring Break	(e) (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Memorial Day	(1) Holiday begins Friday at: (a) 9:00 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (2) Holiday ends at 7:00 p.m. on Memorial Day	Odd years	Even years
Mother's Day	(1) Holiday begins on Mother's Day at 9:00 a.m. (2) Holiday ends on Mother's Day at 7:00 p.m.	Every year	
Father's Day	(1) Holiday begins on Father's Day at 9:00 a.m. (2) Holiday ends on Father's Day at 7:00 p.m.		Every year
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6:00 p.m. on the day before Juneteenth National Freedom Day (JNFD) if the day before JNFD is not Father's Day; or (b) 9:00 a.m. on JNFD if the day before JNFD is Father's Day; (2) The holiday ends at 6:00 p.m. on the day following Juneteenth National Freedom Day.	Odd years	Even years
Independence Day	(1) Holiday begins on July 3rd at 6:00 p.m. (2) Holiday ends on July 5th	Even years	Odd years

	at 6:00 p.m..		
Pioneer Day	(1) Holiday begins at 6 p.m. on July 23rd. (2) Holiday ends at 6:00 p.m. on July 25 th .	Odd years	Even years
Labor Day	(3) Holiday beings Friday at: (a) 9:00 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (2) The holiday ends at 7:00 p.m. on Labor Day.	Even years	Odd years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7:00 p.m. on Columbus Day.	Odd years	Even years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7:00 p.m. on the day before school resumes	Even years	Odd years
Halloween	(1) Holiday begins on Oct.31 st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4:00 p.m. if there is no school. (2) Holiday ends at 9:00 p.m. on the same day the holiday begins	Odd years	Even years
Veteran's Day	(1) Holiday begins at 6 p.m. on the day before Veteran's Day. (2) Holiday ends at 7 p.m. on Veteran's Day.	Even years	Odd years
Thanksgiving	(1) Holiday begins on Wednesday at:	Odd years	Even years

	(a) the time school is regularly dismissed. (2) Holiday ends at 7 p.m. on the day before school resumes.		
Winter Break (First Half)	(1) Holiday begins begins at (a) the time school is regularly dismissed for winter break. (2) The holiday ends on December 27 at 7:00 p.m.	Even years	Odd years
Christmas Eve (4 pm to 9 pm)	(1) The holiday begins December 24 at 4:00 p.m. (2) The holiday ends on December 24 at 9:00 p.m.	Even years	Odd years
Christmas Day (9 pm 24 th to 9 pm 25 th)	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9:00 p.m.	Even years	Odd years
New Years Eve (4 pm 31 st to 9 am 1 st)	(1) Holiday begins on December 31st at 4 pm (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years
New Years Day (9 am 1 st to 9 pm 1 st)	(1) Holiday begins on January 1s at 9 a.m. (2) Holiday ends on January 1st at 9 pm	Even Years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3:00 p.m. (2) Holiday ends at 9:00 p.m.	Odd years	Even years
Day Before or After Child's Birthday	(1) Holiday begins at 3:00 p.m. (2) Holiday ends at 9:00 p.m.	Even years	Odd years
John's birthday	John and Sidney will have parent time each year on her birthday from 3:00 p.m. until the following morning when John and Sidney will deliver the child to school or at 8:00 a.m. if there is no school. Birthdays	Every year	

	take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent time.		
Sidney's birthday	John and Sidney will have parent time each year on his birthday from 3:00 p.m. until the following morning when John and Sidney will deliver the child to school or at 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent time.		Every year

5. The parties shall implement the following objectives and goals of the parenting plan ("Parenting Plan"):

General

A. The parties have chosen to resolve parenting issues through the collaborative process because they feel confident in their abilities to problem-solve with each other as parents in a reasonable and fair manner.

B. The parties are both dedicated parents who, although will be divorced, desire to create a co-parenting relationship for the benefit of their child.

C. The parties agree to focus on the needs and interests of their child ahead of their

own. The parties desire to give their child the opportunity to have a meaningful relationship with both parents.

D. Any specific time-sharing schedule must focus on meeting their child's emotional needs, as much as possible. Because these needs will change over time, the parties agree to approach the establishment and revisions for the time-sharing schedule in a flexible manner as set forth below.

E. The parties agree to establish and maintain good communication with each other and to establish a cooperative working relationship as parents. Ground Rules:

F. The parties agree that their working relationship as parents shall be built on trust and cooperation.

G. The parties agree to trade favors frequently. This will encourage cooperation and flexibility in their parenting relationships and prevent resentments from accumulating between them.

H. The parties believe open, honest, and direct communication between us is essential to an effective parenting relationship. The parties agree to take affirmative steps to adapt procedures, ensuring that they have frequent communication in a civil manner.

I. The parties agree to support each other in their respective parenting roles. The parties recognize that they may have different parenting styles from time to time.

J. The parties agree to affirmatively support each other as parents by giving compliments to each other, giving their child permission to love both parents, and by showing appreciation for favors given.

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K. The parties agree that spending quality time with the child is most important, and the parties agree to cooperate with each other and adjust their time-sharing arrangement to ensure that this is possible.

L. The parties recognize that conflict between them causes emotional trauma and pain to the child. The parties agree to be civil to one another in all their future dealings.

M. The parties recognize that it is important for their child's emotional well-being that the parties hold the other parent in high esteem as a parent in their respective conversations with the child throughout their lives.

N. The parties agree to leave the past in the past. The parties agree to start today working together as co-parents and seeing the other parent as a resource.

Information Sharing:

O. The parties agree to use their best efforts to communicate and share information with each other on a frequent basis regarding their child's development, school work, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.

P. The parties agree to notify the other parent of all school programs, church events, extracurricular activities, and sporting events that involve one or more of their child.

Q. The parties agree to notify the other parent of significant illnesses the child may have when they are at their individual homes.

R. The parties agree to discuss any problems either one of them is experiencing with regards to disciplining their child.

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S. The parties agree to immediately advise the other parent of any changes in their address, telephone number, or other information pertinent to communication.

T. The parties agree to advise the other parent of all logistical details regarding vacation time with their child, including places and telephone numbers when the child may be reached.

U. The parties both agree that the parties will communicate with each other by telephone and in person. The parties agree that it is important for their child to see them working together in a positive and constructive way.

V. The parties agree to use email or an online calendar to document events, activities, and help needed that will travel with the child to aid in facilitating communication between parents.

W. Each party will notify the other party in advance of all upcoming planned travel.

Special Occasions:

X. Special consideration will be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with the parent-time (visitation) schedule.

Consistency in Discipline and Parenting:

Y. The parties agree that consistency is one of the key elements of raising child. Therefore, the parties would like to see the same curfews and bedtimes implemented at each of their homes.

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Z. The parties recognize that their discipline and parenting of their child will be more effective if the parties work as a "united front." Therefore, the parties agree to discuss discipline and philosophies with each other and come to a consensus as to what works.

First Right of Refusal for Child Care

AA. If either party is unable to care for the minor child for a period of three (3) hours or more during his or her scheduled parent-time, that party shall immediately notify the other and offer the other parent the opportunity to care for the minor children before making other arrangements for surrogate care. Once the unavailable parent is able to resume care, the child shall be picked up and the regular schedule shall continue as planned.

BB. This does not preclude children staying at family or friend's homes so long as the party who is exercising parent-time is available to care for them.

Education Plan:

CC. The parties agree that John's residence will be designated as the home residence of the child for the purpose of identifying where the child will attend school unless the parties agree otherwise in writing.

DD. The parties agree that both parents shall have access to the child during school and shall have authority to check the child out of school.

Decision Making and Dispute Resolution Process:

EE. Decision-Making Procedure: The parties agree that all major decisions concerning their child, including their health, and general welfare, daycare, medical and dental treatment, and therapy will be discussed. Further, the parties agree to use the following decision-making procedure:

1. Identify the issue
2. Develop possible solutions
3. Choose the most sensible solution that considers the needs and interests of everyone involved

FF. Tie-Breaking Procedure: If the parties are unable to reach an agreement on a major decision concerning a child, the parties agree to return to the collaborative divorce process or attend mediation prior to presenting the issue before the Court. The cost of the collaborative process or mediation will be equally shared.

GG. Emergency Medical Decisions: The parties agree that the parent who has the child at the time he/she suffers an emergency medical condition has the authority to make any decision regarding emergency medical care. The parties agree to notify the other parent of the emergency as soon as possible.

HH. Day-to-Day Decisions: The parties understand that whatever parent has physical custody of their child may make minor, day-to-day decisions regarding them and their care.

Long Distance Parenting:

II. In the event either party decides to move more than 50 miles away from the current schools, or decides to move to a location in the state that makes their time-sharing arrangement impractical, the party will provide the other party with as much advanced written notice as possible. The parties agree to revise their arrangement by discussion and reaching a time-sharing agreement prior to the parent's actual move. If the parties are unable to agree, the parties will return to mediation or the collaborative law process before presenting the issue to the Court.

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CHILD SUPPORT AND RELATED PROVISIONS

6. *Base Child Support.* Pursuant to the joint child support obligation worksheet attached hereto as Exhibit A, commencing June 1, 2026, Sidney is hereby awarded base child support from John in the amount of \$163.00 per month and continuing each month thereafter until the oldest child attains the age of eighteen (18) years and graduates from high school with his regular class, if later, or otherwise becomes emancipated, at which time child support shall automatically be recalculated based on the parties' then current incomes, the then current child support guidelines and one child. When the youngest child reaches the age of eighteen (18) years and graduates from high school with her regular class, if later, child support shall cease.

7. *Additional Child Support.* John will pay the additional sum of \$337 per month to Sidney for child support. This additional amount of child support is subject to modification by mutual agreement.

8. *Payments.* Unless otherwise agreed to in writing, John shall pay his child support obligation by the 1st of each month.

9. *Automatic Withholding.* Automatic income withholding of John's child support obligation shall not be implemented at the present time. In the event John becomes more than 30 days delinquent in the payment of his child support obligation, automatic income withholding may be implemented.

10. *Child's Health Insurance.* John will maintain and provide health and dental insurance coverage for the benefit of the minor child if such is available at a reasonable cost. The parties will periodically review medical and dental insurance coverage to determine which party

can obtain the most reasonable medical and dental insurance coverage for the benefit of the child.

11. *Verification.* The party maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2nd, of each calendar year, if there is a change in the previous coverage, provider, or number of covered individuals. The party shall notify the other party of any change of insurance carrier, premium or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

12. *Child's Health Expenses.* Sidney and John shall pay any out-of-pocket medical, dental, orthodontic, mental health, or optical costs incurred on behalf of their child, including co-payments, deductibles, and uninsured costs incurred for the benefit of a minor child. Sidney and John shall share these costs with a 75/25 split, with John covering 75% of the total cost and Sidney covering 25% of the total cost.

13. *Reimbursement.* If one parent incurs medical or dental costs for a child, said parent shall provide written verification of the cost and payment of such to the other parent within 30 days of payment. The other parent shall reimburse the first parent within 15 days of the written verification being presented.

14. *Childcare.* John will be responsible for 100% of the total costs incurred for childcare. Childcare includes any after school programs, summer camps, or other programs in which the child participates and are intended to care for the child during the time a party works. This provision is subject to paragraphs AA and BB of the Parenting Plan, above.

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15. *Extracurricular Activities.* The Parties shall share the costs of the child's extracurricular activities, with John responsible for 75% of the total costs and Sidney responsible for 25% of the total costs incurred for any written and mutually agreed upon extra-curricular activity in which a minor child of the parties may participate. Neither party will enroll a child in an extracurricular activity that occurs during the other party's parent-time without that party's consent. The parent exercising parent-time shall ensure a minor child's participation in agreed upon extra-curricular activities including timely transportation to and from practices and games/performances.

ALIMONY AND RELATED PROVISIONS

16. *Alimony.* Parties are capable of self-support and neither party will be awarded alimony from the other. Alimony is forever waived.

LIFE INSURANCE

17. Each party shall maintain the life insurance policy or policies insuring his or her life and will be free to remove the other as a beneficiary.

PROPERTY AND DEBT DISTRIBUTION

18. During their marriage, the parties acquired certain real and personal property which shall be divided between the parties as described herein. During their marriage, the parties incurred certain debts and obligations which shall be allocated between the parties as described below. The party assuming a particular debt or obligation shall indemnify and hold the other party harmless therefrom.

19. *Real Property.* Neither Sidney nor John own interests in any real property or acquired interests in real property during their marriage.

20. *Vehicles.* Sidney and John acquired certain vehicles or interests in vehicles during the course of their marriage. John acquired a 2021 Jeep Cherokee, free and clear of any loan or lien. Sidney acquired a 2017 Mini Cooper, subject to an automobile loan with Carvana Bridgecrest.

John is hereby awarded the 2021 Jeep Cherokee, and Sidney is hereby awarded the 2017 Mini Cooper, together with the lien thereon.

21. *Financial Accounts.* The parties acquired the following checking, savings, money market and investment accounts, described below, which shall be divided as follows:

Financial Account	Name(s) on Account	Award
Wells Fargo - Checking account ending 5996	John and Sidney	100% to John
Navy Federal Credit Union - Checking account ending 0729	John	100% to John
Navy Federal Credit Union - Savings account ending 0208	John	100% to John
Chime – Checking account ending 0787	Sidney	100% to Sidney
Chime – Savings account ending 0787	Sidney	100% to Sidney

22. The Parties shall have Sidney's name removed from the Wells Fargo checking account. John will be awarded 100% of the Wells Fargo checking and Savings accounts. He will be awarded 100% of the Navy Federal Credit Union checking and savings accounts. Sidney will be awarded 100% of her checking and savings accounts with Chime Bank.

23. *Retirement Accounts.* Each party has acquired certain retirement interests during the course of their marriage. Sidney should be awarded all retirement interests she has acquired

as her separate property. John should be awarded all retirement interests he as acquired as his separate property, including 100% of his Davis School District 401(k). Neither party will make a claim in the other's retirement interests.

24. *Personal Property.* Prior to the execution of this Agreement, the parties have equitably divided their furniture and furnishings and other personal property. If the parties are unable to equitably divide the furniture and furnishings, the parties shall attend mediation within 60 days of the entry date of the Decree of Divorce in an attempt to resolve the issue. In the event the parties are unable to resolve the issue in mediation, the mediator shall act as an arbitrator and make the final decision. The parties shall equally pay the fees of the mediator.

25. *Personal Effects.* Each party shall be awarded his or her clothing and personal effects not already in his or her possession.

26. *Separate Property.* Each party shall be awarded as his or her separate property, property acquired by gift, devise or inheritance, or as a gift from the other party during the marriage for all property not otherwise addressed herein.

27. *Joint Marital Debt.* There is no jointly held marital debt.

28. *Individual Debt.* The parties shall assume and pay the debts and liabilities held in his or her own name. Specifically, John shall be responsible for his student loan debt, credit card debt, or other debt held in his individual name. John shall indemnify and hold Sidney harmless from all such debt.

Sidney shall be responsible for her student loan debt, credit card debts, or other debt held in her individual name. Sidney shall indemnify and hold John harmless from all such debt.

TAX PROVISIONS

29. *Dependency Exemptions.* The parties shall alternate claiming their child as a tax dependency, with Sidney claiming the child the first year, or 2026. John shall only be entitled to claim a child so long as she/he is current on his child support obligation by December 31st of the year of filing.

30. *No Tax Savings.* If claiming a child as a dependency exemption results in no tax savings to a party for a particular year, that party shall voluntarily permit the other party to claim the dependency exemption.

MISCELLANEOUS PROVISIONS

31. *Execution of Documents.* The parties shall execute such documents as may be necessary to transfer the property as awarded by the Court to the party entitled thereto.

32. *Attorney Fees.* Each party shall pay his or her own attorney's fees and costs incurred in this action.

33. *Full Disclosure.* The parties have fully and accurately disclosed in this Agreement all real and personal property in which they have an interest, all obligations and debts for which they are liable and their incomes. The parties also represent that they have made no assignment, transfer, or distribution of any funds or property to any third party except in the course of typical and reasonable living and business expenses.

34. *Fair and Equitable Agreement.* The parties represent that prior to the execution of this Agreement they have each reviewed and discussed its terms with their respective counsel, if deemed necessary, and that the same represents a fair and equitable distribution of the assets acquired and liabilities incurred by the parties.

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35. *Drafting.* Each party understands, acknowledges, and agrees that each of the parties have contributed to the drafting of this Agreement, and no provision shall be construed against any party as being the draftsman. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

Sidney acknowledges that she has had the option and opportunity to obtain independent legal advice through counsel of her own selection, that she has been fully informed of her legal rights and obligations, and that she is not entitled to rely on John's attorney to inform her of her legal rights. Sidney acknowledges that she fully understands this Stipulation and that having had the opportunity to obtain independent legal advice, acknowledges that the terms set forth herein accurately reflect her understanding of the divorce settlement.

Sidney acknowledges that in signing this Stipulation, and approving the Decree and Findings of Fact and Conclusions of Law, she is not acting under any undue influence, duress, coercion, or fraud and that his signature on this document is made knowingly and voluntarily, and while not under the influence of any drugs or alcohol. Sidney further understands that when this Decree is approved by the Court, it will become a legal and binding Court order.

36. *Dispute.* In the event of any dispute arising out of or relating to this Agreement, the Parties shall first attempt to resolve the dispute through the Collaborative process in accordance with the standards and principles of the International Academy of Collaborative Professionals (IACP) or a substantially similar collaborative framework.

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If the Parties are unable or unwilling to proceed through the Collaborative process, they agree to participate in mediation prior to initiating any court proceedings. The Parties shall attend a minimum of two (2) mediation sessions, unless otherwise agreed in writing. The cost of mediation shall be shared either equally or in proportion to the Parties' respective incomes, as mutually agreed.

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

APPROVED AS TO FORM:

/s/ Sidney Gray Vallesillo, Respondent
Ogden, Weber County, State of Utah

Dated: May 13, 2026