



Kara Lee Barton, 9006
kara@bar10law.com
Barton Law
551 E. South Temple
Salt Lake City, UT 84102
Phone: (801) 326-8300

Attorney for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT
WEBER COUNTY, STATE OF UTAH

In the matter of the marriage of: SARAH JEAN TOLLEY, Petitioner, and BRYAN MICHAEL TOLLEY, Respondent	DECREE OF DIVORCE Civil No. 244901580 Judge: Cristina Ortega Commissioner: Brandon Richards
--	---

This matter came before the Court for a Judicial Settlement Conference on May 18, 2026. Petitioner, Sarah Jean Tolley (“Sarah”), was present and represented by her counsel of record, Kara Lee Barton. Respondent, Bryan Michael Tolley (“Bryan”), was present and represented by his counsel of record, Emilie Bean. The parties reached an agreement resolving all matters which were read into the record. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

The parties are awarded a Decree of Divorce to become final upon signature and entry.

Provisions Relating to Minor Children:

1. The parties have three (3) children born as issue of their marriage, two (2) of which are still minors, to wit: A.T., born in September 2007, L.T., born in March 2011, and S.T., born in January 2014.

Provisions Relating to Custody and Parent Time:

PARENTING PLAN

2. Custody. The parties shall be awarded joint physical and legal custody of their minor children with Sarah awarded primary custody of the minor children. Bryan shall have parent-time pursuant to Utah Code Ann. §81-9-303. The parties shall work together to establish a parent time schedule.

3. Holidays. The holidays shall be according to Utah Code §81-9-303 with Bryan as the non-custodial parent as follows:

Even Years	Odd Years	Holiday and Time
Sarah	Bryan	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school
Bryan	Sarah	President's Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Sarah	Bryan	Spring Break after school on the day school lets out to the day school resumes with the exchange at school. If the children's school has two Spring Breaks like Rowland Hall, the parties shall each be awarded one Spring Break per year. The parent that is awarded Spring Break shall be awarded the first Spring Break each year
Bryan	Sarah	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Bryan	Sarah	Juneteenth: (1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.

Sarah	Bryan	July 4th 9 a.m. the day before holiday to the day after at 6 p.m.
Bryan	Sarah	July 24th 9 a.m. the day before holiday to the day after at 6 p.m.
Sarah	Bryan	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Bryan	Sarah	Columbus Day after school on day before holiday to the day after the holiday with the exchange at school
Sarah	Bryan	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Bryan	Sarah	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Sarah	Bryan	Veteran's Day after school on day before holiday to the day after the holiday with the exchange at school
Bryan	Sarah	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Sarah	Bryan	First Half of Winter Break, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Bryan	Sarah	Second Half of Winter Break , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Sarah	Bryan	The day before or after child's birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Bryan	Sarah	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Bryan	Bryan	Father's Day 9:00 a.m. on the holiday to the day after at 9 a.m.
Sarah	Sarah	Mother's Day 9:00 a.m. on the holiday to the day after with the exchange at school

4. Both parties shall have access to the children's school, medical, church, and other records and shall include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties shall first seek the advice of an expert in the field. If they cannot come to an agreement, the parties shall mediate before court intervention. Both

parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

5. Communication. The parties shall discuss all parenting concerns in person, over phone, by text or e-mail at any time needed and shall not use their children to deliver messages. The parties shall respond to the other's written communication within 24 hours of receipt.

6. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children.

7. Travel. When the children travels with either parent out of state, all of the following shall be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached;
- d. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.

8. Change of Information: Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

9. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any

school programs, extracurricular activities and sporting events their children may be involved in that are not available online or through emails of the program. Placing information on the calendar shall constitute notice.

10. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

11. Mutual Restraining.

- a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.
- b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.
- c. The parties shall not use their children to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting in front of the children or at any children's activity.

- d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.
- e. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
- f. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.
- g. The parties or any third party in the presence of the minor children shall not be aggressive at exchanges.

12. First Right of Refusal. Each parent shall have first option to provide care for the children over any other third party if the parent responsible for the children is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

13. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. Both parties agree, however, that either of the parties may seek emergency relief

from the court in the future should an emergency arise, which would make formal negotiation not practical.

14. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of reasonable and mandatory out-of-pocket school expenses (i.e. registration, uniforms, books, required supplies, lab fees, mandatory school fees, school lunch, etc.) incurred during the time leading up to and including high school. The parties shall work together to recognize what the children's needs are regarding school clothes each year and formulate an agreed upon budget in which each party is responsible for fifty percent (50%) for that expense. The parties agree that this does include private school tuition if the parties agree to continue enrolling the minor children in private school. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

15. Transportation for the Children. The parties shall maintain the status quo regarding pick up of the minor children, which has typically been Bryan picking the children up from Sarah's home after school when he is available. This shall stay the same until the home sells, at which point the parties shall utilize school-to-school exchanges when school is in session, unless otherwise agreed. If school-to-school exchanges are not possible because school is not in session, the receiving parent shall provide the transportation from the other parent's residence unless otherwise mutually agreed upon.

16. The parties will make their best efforts to have the children remain in the North Ogden Schools where they are currently attending. If either party moves out of the County, the parties will revisit the issue of transportation and the receiving parent picking up to begin his/her parent time, unless the parties otherwise agree.

17. Extracurricular Activities. Any extracurricular activities for the children shall be agreed to in writing. Once the parties have agreed, the parties shall split half of the reasonable cost of that activity.

Provisions Relating to Medical/Dental Care Expenses:

18. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor children in accordance with Utah Code §81-6-208. The minor children are currently covered by Bryan's insurance.

- a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children'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.
- b. 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.

- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. 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.
- d. 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 Bryan shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Sarah shall be secondary coverage for the dependent children. 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.
- e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

- f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

Provisions Relating to Child Support and Alimony:

19. Child Support and alimony shall be paid by Bryan to Sarah in the amount of \$1,100.00 per month for a period of six (6) years. On the seventh-year child support shall cease as the parties youngest child shall reach his emancipation date. Bryan shall continue to pay Sarah \$500.00 per month in alimony for one (1) year. The child support and alimony are payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month. Alimony shall terminate upon Sarah's remarriage, cohabitation, or the death of either party, whichever occurs first.

20. The child support and alimony order should include, as a means of collecting child support, an order for withholding income pursuant to Utah Code Ann. § 62A-11-501-504, with any costs required by the Office of Recovery Services, or any other withholding agency being the responsibility of Bryan.

Provisions Relating to Real Property:

21. The marital property located at 822 E. 1925 N., North Ogden, UT 84414 shall be sold.

22. Sarah shall maintain possession of the marital property until it is sold. Sarah shall maintain the home and real property in sellable condition as determined by the realtor and fully

cooperate with the reasonable demands of the realtor for showing and other necessary sale related requirements.

1. Bryan shall cause three names of realtors to be sent to Sarah. Sarah shall have ten days to select one of the three realtors. The Realtor shall have the decision making in consultation with the parties on the listing price, any seller concessions and any reductions in the asking price.

2. After payment of the mortgage, all costs of repairs and commissions, the equity shall be equally split.

Provisions Relating to Retirement:

25. During the course of the marriage, Bryan obtained an interest in a retirement account through Fresenius. Sarah shall be awarded one half of this retirement account as of the date the Decree is entered. The parties agree to use Rori Hendrix as the attorney to prepare the necessary QDRO or DRO to transfer Sarah's portion to a similar retirement type account(s) designated by Sarah. Each party shall pay one-half of Rori's fees to complete the QDRO or DRO, as applicable. Sarah's entitled to one-half of the retirement as is, without consideration for the loan referenced in paragraph 27 below.

Provisions Relating to Debts and Obligations:

26. The parties have acquired certain debts and obligations.

27. Brian shall be responsible for the balance of the debt on the 401k loan in the approximate sum of \$1,500.00.

28. Sarah shall be responsible for the house payment and expenses associated with the marital home until the property is sold.

29. Each party shall pay and assume liability for his and her own debts incurred in their own name.

30. The parties shall indemnify and hold the other harmless on all debts and obligations the party is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. § 523(a)(15). Such debts, and obligations to pay the debts, are non-dischargeable in bankruptcy pursuant to 11 U.S.C. § 523(a)(15).

31. Neither party shall use the credit, name, likeness, or identity of the other party to incur debt, open an account, or for any other reason.

Provisions Relating to Bank accounts.

32. The savings, Money Market and CD accounts located at America First Credit Union shall be split equally between the parties within thirty (30) days of the entry of the Decree.

Provisions Relating to Dependency Tax Exemption

33. The parties shall share the dependency exemption/tax credit for the minor children as follows:

- a. Sarah claimed the tax exemption for the minor children for the 2025 tax year.
Bryan shall claim the tax exemption for the two remaining minors L.T. and S.T., for tax year 2026. After the 2026 tax year, Bryan shall claim the tax exemption for S.T and Sarah shall claim the tax exemption for L.T. until L.T emancipates. At

that time the parties shall share the tax exemption on an annual basis until S.T. also emancipates.

Provisions Relating to Personal Property:

34. The parties shall equitably split all the posters and tools in the marital residence. If there is a disagreement regarding the posters and tools, the parties shall draw straws. The party with the longest straw shall pick first and the parties shall go back and forth until all items are split between the parties.

35. Bryan shall receive all of his guns, items from his man cave, the tiller, snowblower and his bike.

36. The parties shall make all efforts to exchange the personal property by May 25, 2026.

Provisions Relating to Vehicles.

37. Sarah shall be awarded the Ford Edge and the Chevy Traverse, free and clear of any claim by Bryan.

38. Bryan shall be awarded the Subaru Crosstrek, free and clear of any claim by Sarah.

39. Each party shall execute the necessary documents to effectuate the award of the vehicles, including but not limited to titles by May 25, 2026.

Provisions Relating to Attorney Fees and Costs:

40. Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

//

//

Miscellaneous:

41. Sarah shall be awarded the right to return to her maiden name, Sarah Jean Woodin if she so chooses.

42. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

43. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this order represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

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

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.

Approved as to form

/s/ Emilie Bean

Emilie Bean

Attorney for Respondent

(electronically signed with permission
via email dated 07/09/2026)