

The Order of the Court is stated below:

Dated: August 10, 2026
03:03:50 PM

/s/ MATTHEW J. HANSEN
District Court Judge



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

**IN THE MATTER OF THE
MARRIAGE OF**

DECREE OF DIVORCE

TERESA KROLAK,

Petitioner,

and

DANIEL KROLAK,

Respondent.

Case No: 254900706

Judge: Matthew J. Hansen

Commissioner: Brandon Richards

The Petitioner filed her Petition for Divorce on the 24th day of April, 2025. The Respondent filed his Answer and Counterclaim on the 9th day of June, 2025. The parties

attended a Judicial Settlement Conference on the 11th day of May, 2026, with the Honorable Judge Ruben J. Renstrom Petitioner was present and was represented by her attorneys of record, Olivia A. Lewis and Kenneth W. Burton of BURTON LAW FIRM, P.C. Respondent was present and was represented by his attorney of record, Nathan Carroll, of CARROLL LEGAL SERVICES. The parties reached a settlement agreement which was placed on the record before the Honorable Matthew J. Hansen.

Having received the partial stipulation of the parties, reviewed the Petitioner's Affidavit of Jurisdiction in Support of the Decree of Divorce, having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, the Court does hereby ORDER, ADJUDGE AND DECREE AS FOLLOWS:

DECREE OF DIVORCE

The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

JURISDICTION

1. The Petitioner was for more than three (3) months prior to filing this action an actual and bona fide resident of Weber County, State of Utah.
2. This Court has jurisdiction over Petitioner's claims pursuant to UTAH CODE ANN. § 78A-5-102 and UTAH CODE ANN. § 81-4-402.

GROUND

3. Petitioner and Respondent were married on the 3rd day of December, 2006, in Las Vegas City, Clark County, State of Nevada.

4. During the course of the marriage, the parties have encountered irreconcilable differences that have made the continuation of the marriage impossible.

5. That as a result of the aforesaid grounds, the parties were separated on the 25th day of January, 2025.

CHILD CUSTODY AND PARENT-TIME

6. There has been one (1) minor child born as issue of this relationship and marriage, to wit: D.E.K., born May, 2010.

7. The parties are fit and proper parents to be awarded the joint legal and physical custody of the minor child with the parties to exercise their parent-time as they may agree. If said parent-time cannot be agreed upon by the parties, parent-time shall be pursuant to the parent-time schedule outlined as follows:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Daniel	Teresa	Daniel	Daniel	Daniel	Teresa	Teresa
Week 2	Teresa	Teresa	Teresa	Daniel	Daniel	Daniel	Daniel

8. The parties shall abide by the parenting plan attached hereto and incorporated herein by reference as **Exhibit “A”**.

9. Pursuant to UTAH CODE ANN § 81-9-202(19), for emergency purposes, whenever a minor child travels with either parent, all of the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child’s location.

10. In the event either party moves 150 miles or more from the residence of the other parent the parties shall abide by UTAH CODE ANN. § 81-9-209, including its notice provisions.

11. Holiday and summer parent time shall be as outlined in UTAH CODE ANN. §81-9-303, with Petitioner designated as the non-custodial parent.

SUPPORT PAYMENTS

12. Petitioner shall pay the Respondent a sum of not less than the statutory amount per month as provided in Utah Code Ann § 81-6-302 for child support.

13. Presently, the Petitioner is employed by the Department of Defense and earning a gross monthly income of \$7,448.50.

14. Presently, the Respondent is awaiting a decision regarding SSDI, as such, his income is unable to be determined until such decision has been provided.

15. Due to Respondent's income, the parties have agreed that Petitioner shall pay Respondent \$200 a month in child support, taking into consideration that Petitioner is paying \$309 a month in health insurance costs solely for the benefit of the minor child.

16. Once Respondent's SSDI decision has been provided, ORS shall do an automatic recalculation of child support based on the parties' respective gross monthly incomes, Respondent having 209 overnights and Petitioner having 156 overnights, and the uniform child support worksheet.

17. Child Support shall be effective as of the entry of the Decree of Divorce, and shall continue each month thereafter until a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child becomes a member of the armed forces of the United States, or is emancipated in

accordance with UTAH CODE ANN. § 81-6-213 at which time child support shall be re-computed given the remaining number of minor children.

18. The parties shall equally share all expenses for extracurricular activities for the minor children so long as the activity is agreed upon by each party in writing.

19. Given the ages of the minor child, it is not anticipated that childcare will be needed. In the event that childcare is needed, pursuant to UTAH CODE ANN. §81-6-209, the child support order shall require that each party share equally all reasonable work-related child care expenses as incurred by either party.

20. Whether or not delinquency has occurred, Respondent may request that the Office of Recovery Services implement income withholding procedures for payment of child support obligations.

21. Petitioner is presently providing health insurance for the minor child and shall continue to do so. The cost of any premiums associated with the minor child's insurance shall be paid by Petitioner. Any reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children shall be equally shared between the parties.

22. A party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The other parent shall reimburse the party incurring the expenses within 30 days of receiving said written verification. The party ordered to maintain insurance shall provide verification of coverage to the other party, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year.

23. The party shall notify the other party of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the party first knew or should have known of the

change. A party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parties share of the expenses if that party fails to comply with the notification requirements herein.

ALIMONY

24. The parties are both capable of providing for themselves and alimony shall not be awarded to either party.

REAL PROPERTY

25. During the course of the marriage, the parties acquired real property located at 1560 Country Hills Drive, Ogden, Utah 84403 (“Utah Marital Home”) and at 893 and 899 Shadowleaf Ave., Twin Falls, ID 83301 (“Idaho Business Property”).

26. Respondent shall be awarded the exclusive use and possession of the Utah Marital Home, subject to the terms below, and shall be solely responsible for all debts associated with the property including mortgage payment, utilities and other related expenses.

27. There is a mortgage (Freedom) and a second mortgage (Mountain America) on the Utah Marital Home. The second mortgage will be extinguished through proceeds from the sale of the Idaho Business Property (after payment of outstanding mortgages, realtor fees, closing costs and other encumbrances), and through Respondent’s refinance of the Utah Marital Home.

28. Regarding the Idaho property, this property is presently listed for sale, and shall be sold. The parties will allow the realtor to set the price of the Idaho property, the realtor does not, however, have the discretion to set the price lower than the appraised value of the home without the consent of the parties.¹

¹ Subsequent to the Judicial Settlement Conference, the Idaho property sold for \$739,000

29. The parties anticipate the Idaho Property may sell for more or less than the appraised value of the property. In the event it sells for less than the appraised value, the parties will divide any deficit. If it appraises more than the appraised value, the parties will divide any benefit.

30. During the parties Judicial Settlement Conference, it was agreed that if both the Marital Home and Idaho Property sold at their appraised values, after all debts and obligations are retired, the parties would each receive \$188,000 (\$376,000 in total) in combined equity from the sale of these properties.

31. However, in consideration of Petitioner taking the marital credit card debt, and in consideration of any alimony payments that may have been owed to Respondent by Petitioner, Petitioner shall receive \$164,000 of the \$188,000 in equity. Petitioner shall receive this amount through the refinance of the Marital Home by Respondent. Respondent shall have ninety (90) days from the sale of the Idaho Property to refinance the Marital Home and to pay Petitioner her \$164,000 share.

32. Petitioner shall execute a quitclaim deed transferring her interest in the Marital Home to Respondent within ninety (90) days of receipt of the funds.

33. Until the Idaho property is sold, Petitioner will be responsible for running Krolak Properties and managing the Idaho Property. The mortgage payment for the Idaho Property shall come from the business that holds the Idaho Property (Krolak Properties, LLC). Any monthly expenses associated with the Idaho property shall be paid first with the VRBO monthly income and then, if there is a deficiency, Petitioner shall be responsible for such.

34. Once the Idaho Property is sold, Krolak Properties shall be dissolved.

35. The Marital Home and Idaho Property are both currently held in trust. The parties shall cooperate in taking any necessary action and executing any necessary documents to remove the properties from these trusts to effectuate their division pursuant to the division herein.

PERSONAL PROPERTY

36. During the course of the marriage, the parties acquired interests in certain personal property which shall be equitably divided.

37. The parties shall equally divide all firearms acquired during the marriage. Respondent shall have the first selection of the firearms he wishes to retain, up to one-half of the total firearms. Petitioner shall receive the remaining one-half of the firearms.

38. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

39. Petitioner shall keep as her sole and separate property all compensation she received as settlement for the car accident she was in.

40. Petitioner shall be awarded her wedding ring from her first marriage, and Respondent shall return it to her within thirty (30) days of the entry of the Decree of Divorce.

41. Upon entry of the Decree of Divorce, the parties shall execute all documents necessary to transfer any awarded property into the other party's name.

42. If any personal property disputes arise after the Decree of Divorce has been entered, the parties shall participate in mediation to come to a resolution between them regarding the division of the disputed property, the cost of said mediation to be equally born by the parties.

DEBTS AND OBLIGATIONS

43. During the course of the marriage the parties acquired debts and obligations to third parties which shall be divided as follows:

- a. Petitioner to pay American Express Delta Sky Miles Credit Card ending in 71002; and,
- b. Petitioner to pay Ascent Credit Card ending in 25876.

44. The parties shall each be responsible for any debts or obligations incurred in their names after separation.

45. The responsible party shall hold the non-responsible party harmless on any debt or obligation associated with the debt. The responsible party shall not include the debts in any bankruptcy petition.

HEALTH INSURANCE

46. Petitioner presently maintains health insurance for the parties and shall continue to do so throughout the divorce proceedings, with each party paying their portion of the monthly insurance premium. Once the Decree of Divorce is entered each party shall obtain their own health insurance and be responsible for the premium associated therewith.

STOCKS, BONDS, RETIREMENT, AND PENSION RELATED ASSETS

47. The parties shall each retain, as their sole and separate property, any stocks, bonds, mutual funds, retirement accounts, pension interests, and/or other investment-related assets currently titled or held in their individual names.

BUSINESS INTERESTS

48. During the course of the parties' marriage they acquired an interest in "Krolak Properties" which shall be dissolved after the sale of the Idaho Property. Any benefit or liability resulting from the dissolution of this business shall be divided between the parties equally.

TAX FILING

49. The Petitioner and Respondent shall jointly file their federal and state taxes for the year 2025 and shall fully cooperate one with another to see that the same is accomplished. Any tax refund or liability resulting from the filing shall be equally divided between parties. Thereafter the Petitioner and Respondent shall file their taxes individually.

MINOR'S TAX DEPENDENCY STATUS

50. The parties shall alternate claiming D.E.K., born May, 2010, for income tax deduction purposes, both State and Federal, each and every year beginning with the first year the parties file separately with Petitioner claiming D.E.K. for the 2026 tax year.

51. Pursuant to UTAH CODE ANN § 81-6-210, if Petitioner is not current in her child support obligation, the tax exemption shall automatically revert to Respondent.

ATTORNEY'S FEES AND COSTS

52. Each party shall pay their individual costs and attorney fees incurred in this divorce action.

RESTRAINING ORDERS

53. The following restraining orders shall issue:
- a. Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the children for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent,

speaking to the child about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation.

b. Both parties shall be restrained from making visitation arrangements through the children.

c. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children, or from committing any domestic violence or abuse against the other party or the minor children.

d. Both parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.

e. Neither party shall use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.

f. Neither party shall use the other party's name, likeness, image, identification, or photographs to post to websites such as Facebook or other websites, without the other party's express permission. Any current use or posting of the other party shall be removed, unless the other party expressly consents to it remaining posted. The children's name, likeness, image, identification, or photographs shall be strictly guarded and only released on non-public and private sites to close friends and family.

g. All contact and communication between the parties shall be via email or text, except for medical emergencies; which may be and shall be communicated via telephone immediately.

h. Both parties shall be restrained from coming to the home, work place, or places where the other party is known to be present without the other party's express permission.

MISCELLANEOUS PROVISIONS

54. Each party shall be ordered to take any action, or to execute and deliver to the other party such documents, as is required to implement the provisions of the Decree of Divorce entered by the Court.

55. Petitioner shall be entitled to resume use of her maiden name, Rees, should she so desire.

--END OF ORDER--

Signed as indicated at the top of page one

RULE 7 NOTICE TO RESPONDENT

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Decree of Divorce to the Court for signature upon the expiration of seven (7) days after service (and an additional three days if mailed), or upon written objection.

DATED this 28th day of July, 2026.

/s/ Olivia A. Lewis
Olivia A. Lewis
Attorney for Petitioner

DATED this ____ day of _____, 2026

Approved as to form and content:

/s/ _____
Nathan Carroll
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of July, 2026 I sent a true and correct copy of the
forgoing **DECREE OF DIVORCE with the attached EXHIBIT A** by the indicated method(s)
and to the following individual(s):

Nathan J. Carroll
Carroll Legal Services
nathan@njclegal.com

x Email

/s/ *Olivia Graziano-Rust*
Paralegal