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

In the matter of the marriage of SERENITY LEANNE BALLARD Petitioner and CODY LYNN BALLARD Respondent	DECREE OF DIVORCE Case No.: 244900732 Judge: Catherine Conklin Commissioner: Brandon Richards Tier 4
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Petitioner filed a Verified Petition for Divorce. Respondent appeared and answered. The parties entered into and filed a written Stipulation and Parenting Plan resolving the issues in this matter. Respondent later filed a Motion to Enforce Stipulation and Entry of Decree of Divorce, or in the alternative, Motion to Enforce Stipulation as to all Non-Child Issues, and related motions. The Court entered Findings and Order granting enforcement of the Stipulation as set forth therein and directing submission of final divorce documents consistent with the parties' Stipulation and Parenting Plan, subject to limited modifications necessary to avoid conflict with any existing criminal protective order.

Based on the Verified Petition, the Stipulation, the Parenting Plan, the record before the

Court, and the Court's Findings and Order on Respondent's Motion to Enforce Stipulation and Entry of Decree of Divorce, the Court hereby enters the following Findings of Fact and Conclusions of Law.

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

1. **JURISDICTION**: Petitioner and Respondent were actual and bona fide residents of Weber County, State of Utah for the three (3) months preceding the filing of this action in accordance with Utah Code § 81-4-402.
2. **MARRIAGE**: Petitioner Serenity Leanne Ballard and Respondent Cody Lynn Ballard were married on October 26, 2019, in Huntsville, Weber County, Utah.
3. **SEPARATION**: The parties separated on or about June 12, 2023.
4. **GROUND****S**: During the course of the marriage, irreconcilable differences arose between the parties, making continuation of the marital relationship impossible and impracticable. A decree of divorce should be entered on the grounds of irreconcilable differences. See Utah Code § 81-4-405.
5. **DIVORCE**: That the parties should be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.
6. **CHILDREN**: That during the course of the marriage, the parties have had two (2) children born as issue of said marriage, to-wit: *OJB 08/09/2015 & WLB 07/22/2018*. No other children are now expected.

7. UCCJEA JURISDICTION: Utah is the home state of the minor children under the Utah Uniform Child Custody Jurisdiction and Enforcement Act. The children have resided in Utah with the parties, and this Court has jurisdiction to make custody and parent-time orders concerning the children. See Utah Code §§ 78B-13-102, 78B-13-201, and 78B-13-208.
8. OTHER PROCEEDINGS: Except as otherwise reflected in the record concerning the criminal protective order addressed below, there is no other known custody, child support, or parent-time proceedings concerning the parties' minor children in any court or governmental agency.
9. STIPULATION & PARENTING PLAN: The parties signed and filed a written Stipulation and a Parenting Plan. The Stipulation and Parenting Plan were filed with the Court, have not been set aside, and resolve the issues in this divorce action.
10. ENFORCEMENT ORDER. On Respondent's Motion to Enforce Stipulation and Entry of Decree of Divorce, the Court found that the Stipulation and Parenting Plan are enforceable and constitute a full and final settlement of the pending issues, subject to limited modifications necessary to avoid conflict with any existing criminal protective order.
11. CRIMINAL PROTECTIVE ORDER: The Court has considered the existence of a criminal protective order involving Respondent and Petitioner. Nothing in these Findings, the Conclusions of Law, or the Decree of Divorce modifies, terminates, or supersedes any criminal protective

order. The parties shall comply with any criminal protective order unless and until it is modified, withdrawn, or terminated by the court having jurisdiction over that order.

12. NO CONFLICTING ORDERS: The final divorce documents should conform to the parties' Stipulation and Parenting Plan, except that the documents must include limited modifications necessary to comply with the criminal protective order and avoid conflicting orders.

13. AND PARENT TIME:

- a. Physical Custody. That the parties should be awarded the joint physical custody, care, and control of the minor children of the parties.
- b. Legal custody. The parties should be awarded joint legal custody of the minor children of the parties consistent with the advisory guidelines as outlined in Utah Code §81-9-202.
- c. Parent-time. The parties should be awarded equal parent time (50/50) with Petitioner receiving 183 overnights and Respondent 182 overnights to be exercised as follows: follows:
 - i. The parties should have parent time on a week-on-week off basis with the exchange days being Mondays.
 - ii. The parties should exchange the minor child at the time the minor child's school begins or at 9:00 a.m. if school is not in session.

d. Due to the age of the minor children, the parties should allow some flexibility in the parent-time schedule to account for the children's jobs, extracurricular activities, etc.

e. The children's primary residence for school enrollment purposes shall be determined by mutual agreement. If a dispute arises, the parties agree to use mediation before court intervention.

f. Holiday/extended parent-time. The parties should be awarded holiday and extended parent-time as outlined in Utah Code §81-9-302. The Petitioner should be the custodial parent for the purpose of interpreting the holiday calendar only. The parties agree to work amicably through the first year to align the holiday schedule with the children's half-siblings. Beginning the following year, the start holiday rotation shall apply.

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(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	Odd years	Even years

	school resumes.		
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
Juneteenth National Freedom Day	(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 National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years

Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

g. Transportation and Parent Time Exchanges: To avoid conflict with any criminal protective order, parent-time pick-up and drop-off shall occur at a third-party or neutral public location, and not at Petitioner's residence, unless and until the criminal protective order is modified to permit otherwise. The parties may agree in writing on a specific neutral exchange location. Examples of permissible neutral locations include a police station safe zone, another public safe exchange location, a restaurant, a gas station, a public parking lot, or another neutral public location agreed upon by the parties.

h. No exchanges at Petitioner's residence: Unless and until the criminal protective order is modified to permit otherwise, Respondent shall not go to

Petitioner's residence for parent-time exchanges, and no curbside exchange shall occur at Petitioner's residence while the criminal protective order prohibits Respondent from going to Petitioner's residence.

i. Communication: To avoid conflict with any criminal protective order, the parties shall not engage in direct verbal communication with each other unless permitted by the criminal protective order. Communication regarding parent-time, visitation, pick-up, drop-off, and child-related issues shall be in writing through Our Family Wizard, or through another written communication application or method mutually agreed upon in writing by the parties, or through a third party, consistent with the criminal protective order.

j. Relocation Pursuant to Utah Code §81-9-209, if either party relocates more than 150 miles away from their current residence then the relocating party should comply therewith. The relocating parent shall provide no less than 90 days a written notice and propose a revised parent-time schedule. Relocation shall not occur without mutual agreement or a court order.

14. CHILD SUPPORT:

a. For child support purposes, Petitioner's income should be imputed at \$2,817.00 per month and Respondent's income should be imputed at \$8,667.00 per month.

b. Based on the Utah Child Support Guidelines, Respondent should be ordered to pay Petitioner child support in the amount of \$386.00 per month,

commencing October 1, 2025. Petitioner will provide information for direct deposit through Respondent's employer. Respondent will need to set up Direct Deposit through his employer.

c. Pursuant to Utah Code §81-7-102, the child support payment should be payable either in full by the first (1st) day of each month or it will be due ½ by the 5th and ½ by the twentieth (20th) of each month.

15. The issue of past-due or over payment of child support, if any, may be decided by future court or administrative hearing action.

a. The child support obligation should continue until i) a minor child reaches the age of eighteen (18); or ii) until the child has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. Commencing the following month, the parties should automatically adjust the child support obligation by recalculating the child support obligation minus the emancipated minor child (<https://orscsc.dhs.utah.gov>).

b. Pursuant to Utah Code §81-6-202(10)(f), an order authorizing Universal Withholding of Relief may issue if the obligor becomes thirty (30) days delinquent in the payment of child support.

c. The Parties agree that child support and related financial terms are open for review annually for the first two years following the date of the divorce. Reviews shall be based on the Utah Child Support Guidelines and may be initiated by either party, particularly in the event of a significant change in income

or circumstances. The parties agree to attempt resolution through mutual discussion or mediation before seeking court intervention.

16. HEALTH INSURANCE

a. Code. Pursuant to Utah Code §81-6-208, the parties should maintain the health insurance for and on behalf of any minor child of the parties so long as it is available through their employment. Respondent's health insurance will be the primary coverage and the Petitioner's health insurance will be Secondary coverage.

b. Apportionment of Medical Insurance Premium. Each party should pay one-half (½) of the minor child's portion of the medical, dental, and vision insurance premium.

i. This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children.

ii. The party with insurance should provide verification of coverage to the other party and to the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2nd of each year. The party should notify the other party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within thirty (30) days from the date of the change and

provide an annual updated medical card.

c. Out-of-Pocket Costs. Each party should pay one-half ($\frac{1}{2}$) of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the minor child.

d. Reimbursement. The party who incurs health care expenses should provide written verification of the cost and payment to the other party within thirty (30) days of payment. The other party should reimburse their one-half ($\frac{1}{2}$) within thirty (30) days of receipt of the verification.

e. Compliance. The party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the party incurring the expenses fails to comply with this section.

f. Double Coverage. Pursuant to Utah Code §81-6-208(7)(c) if, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of the Respondent should be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Petitioner should be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is 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 should be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child. In addition, if there is double coverage then the insurance premiums offset and neither party should pay a portion of the other party's premium—regardless of any disparity in the premium cost.

17. INCOME TAX DEDUCTIONS:

Petitioner may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. Respondent may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

18. REAL PROPERTY:

- a.** During the course of the marriage the parties acquired a home and real property 5888 Cedar Ln., Ogden UT 84403. Respondent will receive sole ownership of this property on the date the divorce decree is signed.
- b.** The total equity to be divided is \$200,000.00 and should be split to equal amounts for a total of \$100,000.00 each.
- c.** Petitioner will have an equitable lien against the property in the amount of \$100,000.00. Respondent has already paid Petitioner the sum of \$10,000.00 leaving a balance of her equity of \$90,000.00 which will operate and an equitable lien against the property until paid in full.
- d.** Petitioner will sign a quitclaim deed to Respondent subject to that lien once the Divorce is entered.

e. Respondent will pay Petitioner the remaining \$90,000.00 to satisfy the lien. Once Respondent has paid the lien, Petitioner will sign any documents necessary to remove the lien from the property.

19. PERSONAL PROPERTY:

a. Petitioner should be awarded the personal property currently in her possession.

b. Respondent should be awarded the personal property currently in his possession.

c. All other marital property should be divided between the parties as follows:

i. Petitioner will be awarded the following:

1. 2011 Toyota Highlander
2. 2005 Honda, CRF250X5.

ii. Respondent will be awarded the 2009 R TRAV Energy, 2002 Chevy Silverado, 2010 Polaris Ranger and the 2022 Honda CRF450.

d. Upon entry of the Decree of Divorce, each party shall be responsible for ensuring that the other party's name is removed from the title, deed, or registration of any real or personal property awarded to them. Each party shall execute all necessary documents to transfer ownership and remove the other party's name from said property within a reasonable time after the decree is granted.

e. The parties should be restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.

20. DEBTS:

a. Each party should be responsible for any and all debt in their name or incurred in their individual capacity since the date of separation which occurred on or about March 8, 2025, in addition to the following:

b. Each of the parties should be ordered to assume, pay and discharge any individual debts and obligations which he or she may have and to indemnify and hold the other party harmless from all loss, liability or expense which he or she may incur in the event he or she fails to do so.

21. ALIMONY:

a. Respondent will pay Petitioner \$100.00 per month alimony.

b. Respondent's alimony obligation will end on 10/26/2027, if Petitioner remarries/cohabit or dies (cohabitation must be proven in court before Respondent stops paying alimony).

c. Alimony will start the month immediately following entry of the order. The payment schedule will be:

i. One half by the 5th day of each month

ii. The other half by the 20th day of each month.

iii. Alimony not paid by the 5th day of the month is past due on the 6th day of

the month. Alimony not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect alimony, their payment schedule will be followed.

22. RETIREMENT BENEFITS:

- a. That the parties should be awarded their respective retirement accounts free and clear of any interest in the other.

23. MAIDEN NAME:

That Petitioner should be restored to her maiden name of Hutchings after the Decree of Divorce is completed.

24. CIVIL RESTRAINING ORDERS:

- a. Each party should be permanently restrained from bothering, harassing, annoying, threatening or harming the other.
- b. The parties should not malign or defame the other.
- c. The parties should not interfere with the lives and relationships of the other or with family members of the other party.
- d. The parties should be mutually restrained from disparaging one another to the children, alienating, or otherwise interfering with the other's relationship with the children.
- e. The parties should be restrained from making any derogatory comments in the presence of the children or allowing any third party to.

f. Each party should be restrained from encumbering, transferring, and/or disposing of or change the nature of any asset without the prior knowledge and written consent of the other party.

g. Each party should be restrained from wasting, concealing, or damaging or otherwise jeopardize any asset pending final resolution of these proceedings.

25. ATTORNEYS FEES: That each of the parties should pay their own attorney fees and court costs.

26. VOLUNTARY ENTRY:

a. That we, through our respective signatures below, attest and affirm that we have read, understood and agree to the terms of the foregoing.

b. That we are each voluntarily entering this agreement, that this is not being signed under duress, pressure or promise that is outside the foregoing terms and conditions.

That by signing below we are individually and collectively attesting this is the full and complete agreement and these terms and conditions are binding upon us.

DATED July 15, 2026.

****** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court ******

Approved as to form and content:

By signing below, I also give approval
and authorization for counsel to
electronically sign this document on
my behalf when it is e-filed with the
Court.

/s/ Serenity Leanne Ballard (Kevin Richards signed with permission)
Serenity Leanne Ballard
Petitioner

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the
foregoing document will be submitted for signature at the expiration of seven days unless written
objection is filed within that time period.

DATED July 15, 2026

RICHARDS & RICHARDS LAW FIRM,

/s/ Kevin G. Richards
Kevin G. Richards
Attorney for Petitioner

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Serenity Leanne Ballard

☒ U.S. Mail

☐ E-Mail

Bonnie Morriss

☐ Hand delivery

☒ E-Filed

The foregoing was performed on July 15, 2026

/s/ Gaby Valdez
Paralegal