



ANDREW CHRISTENSEN (#19486)  
NELSON JONES, PLLC  
1085 W. 9000 S., Ste. 300  
West Jordan, UT 84088  
Tel: (801) 981-8779  
Fax: (801) 210-9555  
Email: andrew@nelsonjoneslegal.com  
Petitioner's Attorney

IN THE FOURTH JUDICIAL DISTRICT COURT, PROVO DEPARTMENT, IN AND FOR UTAH COUNTY, STATE OF UTAH	
In the Matter of Marriage of JILL MOWER Petitioner and KEVIN KEITH MOWER, Respondent	<b>DECREE OF DIVORCE</b>  Civil No. 24-44022281 DA  Judge Kraig Powell  Commissioner Marla Snow

On March 18, Petitioner Jill Mower, by and through counsel, Andrew Christensen of Nelson Jones PLLC, and Respondent Kevin Keith Mower, by and through his counsel, Bradley Carr, Stipulated to a full and final resolution of all issues. Having come to a full and final resolution of all the issues and from the records, files, and papers in this matter, the Court being fully advised and having previously entered its Findings of Fact and Conclusions of Law, now

#### ORDERS, ADJUDGES AND DECREES

The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of

Divorce from the other, to become absolute and final upon entry by the Court.

### **PROVISIONS REGARDING JURISDICTION**

1. 1. Petitioner and Respondent are bona fide residents of Utah County, State of Utah, and have been for three months immediately prior to the filing of this action.
2. 2. Petitioner and Respondent were married on March 13, 2013 in Spanish Fork, Utah and are presently married. Parties should treat the date of the filing of this Complaint as the date of separation.
3. 3. Jurisdiction and Venue are proper in this Utah County.

### **PROVISION REGARDING GROUNDS**

1. 4. Pursuant to Utah Rule of Civil Procedure 100(a), there are no proceedings regarding custody, child support, criminal, protective orders, or delinquency involving the above-named Minor Child in juvenile court, or any other court.
2. 5. Utah is the home state of Minor Child at the commencement of this proceeding.
3. 6. During the course of the marriage, Parties have experienced difficulties that cannot be reconciled that have prevented Parties from pursuing a viable marriage relationship; therefore, a divorce should be granted on the grounds of irreconcilable differences.

### **PROVISIONS REGARDING CHILD CUSTODY, PARENT-TIME, AND PARENTING PLAN**

1. 7. Parties are the parents of one minor child, namely: S.M. born 09/11.
2. 8. Parties should be awarded joint legal custody and joint physical custody of Parties' Minor Child.
3. 9. Each parent may make decisions regarding the day-to-day care and control of Minor Child when Minor Child is residing with that parent. Either parent may make emergency decisions affecting the health or safety of Minor Child.
4. 10. Except as otherwise stated herein, Parties should adopt into their Parenting Plan the statutory advisory guidelines contained in Utah Code, Section 81-9-202.
5. 11. The parties are awarded equal parent time pursuant to Section 81-9-305, Utah Code Ann., on a week on, week off basis, with exchanges occurring on Sunday at 4:00 p.m.
6. 12. The parties shall follow the statutory holiday and extended parent time schedule as follows:

<b><u>Holiday</u></b>	<b><u>Holiday Time Period</u></b>	<b><u>Dad</u></b>	<b><u>Mom</u></b>
Dr. Martin Luther King Jr. Day	(1) Begins Friday at: (a) 9 a.m. if school is not in session; (b) time school is dismissed; or (c) 6 p.m. (2) Ends: (a) upon delivery to school day after holiday; or (b) 8 a.m. day after if	Odd years	Even years

	no school.		
President's Day	(1) Begins Friday at: (a) 9 a.m. if school is not in session; (b) time school is dismissed; or (c) 6 p.m. (2) Ends: (a) upon delivery to school day after holiday; or (b) 8 a.m. day after if no school.	Even years	Odd years
Spring Break	(1) Begins at 6 p.m. on the day school dismisses for spring break. (2) Ends: (a) upon delivery to school day after break; or (b) 8 a.m. day after if no school.	Odd years	Even years
Memorial Day	(1) Begins Friday at: (a) 9 a.m. if school is not in session; (b) time school is dismissed; or (c) 6 p.m. (2) Ends: (a) upon delivery to school day after holiday; or (b) 8 a.m. day after if no school.	Even years	Odd years
Mother's Day	(1) Begins at 9 a.m. (2) Ends at 7 p.m.	All years	n/a
Father's Day	(1) Begins at 9 a.m. (2) Ends at 7 p.m.	n/a	All Year
Juneteenth National Freedom Day	(1) Begins at: (a) 6 p.m. day before if day before is NOT Father's Day; or (b) 9 a.m. on Juneteenth if day before IS Father's Day. (2) Ends 6	Even years	Odd years

	p.m. day after.		
Independence Day	(1) Begins July 3rd at 6 p.m. (2) Ends July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Begins July 23rd at 6 p.m. (2) Ends July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Begins Friday at: (a) 9 a.m. if school is not in session; (b) time school is dismissed; or (c) 6 p.m. (2) Ends: (a) upon delivery to school day after holiday; or (b) 8 a.m. day after if no school.	Odd years	Even years
Columbus Day	(1) Begins at 6 p.m. day before Columbus Day. (2) Ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Begins at 6 p.m. on the day school dismisses for fall break. (2) Ends: (a) upon delivery to school day after break; or (b) 8 a.m. day after if no school.	Odd years	Even years
Halloween	(1) Begins Oct 31st (or traditional celeb. day) at: (a) time school is dismissed; or (b) 4 p.m. if no school. (2) Ends at 9 p.m. same day.	Even years	Odd years
Veterans Day	(1) Begins at 6 p.m. day before Veterans Day. (2) Ends at 7 p.m. on Veterans Day.	Odd years	Even years

Thanksgiving	(1) Begins Wednesday at: (a) 6 p.m.; or (b) time school is dismissed. (2) Ends: (a) Monday following holiday upon delivery to school; or (b) 8 a.m. Monday if no school.	Even years	Odd years
Winter Break (1st Half)	(1) Begins at: (a) 6 p.m. day school dismisses; or (b) time school is regularly dismissed. (2) Ends December 27th at 7 p.m.	Odd years	Even years
Winter Break (2nd Half)	(1) Begins December 27th at 7 p.m. (2) Ends upon delivery to school on the day school resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Begins at 3 p.m. (2) Ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Begins at 3 p.m. (2) Ends at 9 p.m.	Odd years	Even years
Each party is awarded two weeks of extended summer parent time with mom having first choice of dates in odd-numbered years, provided she makes her election by May 1, and dad having first choice of dates in even-numbered years, provided he makes his election by May 1. The party without			

first choice, shall give notice by May 30. If a party fails to give notice by May 1 on a year he or she has first choice, priority will be given to whomever gives notice first that year.			
--	--	--	--

1. 13. Each Party should be awarded reasonable telephone or other electronic communication with Minor Child when Minor Child is at the other Party's home at reasonable times and for reasonable durations. Neither parent may restrict access to the child's phone in a manner that blocks the other parent or prevents the child from contacting the other parent. Virtual parent time and telephone calls shall be unmonitored.

2. 14. Whenever Minor Child travels with either parent, the traveling parent should provide the following to the other parent:

A. A. An itinerary of travel dates;

A. B. Destinations;

A. C. Places where Minor Child or traveling parent can be reached, and

D. The name and telephone number of an available third person who would be knowledgeable of Minor Child's location.

1. 15. If one Party moves more than 20 miles, then Parties should abide by Utah Code, Section 81-9-209.

### **PROVISIONS REGARDING SUPPORT PAYMENTS**

1. 16. Jill is employed at Status Hospitality and earns \$7,275 gross per month.
2. 17. Kevin is employed at Trade's Company and earns \$7,245 gross per month.
3. 18. Pursuant to Utah Code, Sections 81-6-202 through 305, Jill should be Ordered to pay child support, however, due to the de minimus amount of child support, both parties agree to waive all child support obligations.
4. 19. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

#### **PROVISIONS REGARDING EXTRACURRICULAR ACTIVITIES**

1. 20. Each Party should be Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for all mutually agreed-upon-in-writing extracurricular activities that Minor Child is involved in. Party incurring the extracurricular activity out-of-pocket costs should submit to other Party verification of the incurred expense, such as a receipt or an invoice, within thirty days of payment or receiving the same and should be reimbursed by other Party within thirty days of receiving the verification of incurred expenses. A Party who incurs an expense for Minor Child's extracurricular activity without receiving prior consent from the other parent



should be solely responsible for that expense.

**PROVISIONS REGARDING HEALTH AND OTHER INSURANCES**

1. 21. Pursuant to Utah Code, Section 81-6-208, if health, dental, and optical insurances for the benefit of Minor Child are available to either Party, it is reasonable and proper that the Party should be required to maintain such insurance.

2. 22. Both Parties should share equally the out-of-pocket costs of the premium actually paid by a parent for Minor Child's portion of insurance. Minor Child's portion of the premium should be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of Parties in this case. If at any time Minor Child is covered by both Parents' insurances, each Party should be responsible for their own insurance premiums.

3. 23. Both Parties should share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Child and actually paid by Parties.

4. 24. The parent ordered to maintain insurance should provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of Minor Child and, thereafter, on or before January 2 of each calendar year. The parent should notify the other parent, or the Office of Recovery Services, of

any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

5. 25. A parent who incurs medical expenses should provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

6. 26. A parent 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 that parent fails to comply with subparagraphs C and D above.

7. 27. The parent to whom written verification is provided should reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

8. 28. If, at any point in time, Minor Child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Jill Mower should be primary coverage for Minor Child and the health, hospital, or dental insurance plan of Kevin should be secondary coverage for Minor Child. If Minor Child is not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household should be treated as if it is the plan of the parent and should retain the same designation as the primary or secondary plan of Minor Child.

9. 29. According to Utah Code, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

10. 30. Jill shall reimburse Kevin for ½ of the orthodontia bills that have been incurred since August 2024.

### **PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS**

1. 31. Parties should abide by the following mutual restraining orders:

a. a. Parties should not make disparaging remarks to one another or about one another in Minor Child's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

b. b. Parties should not speak with Minor Child about litigation between Parties.

c. c. Parties should not involve or speak with Minor Child about the issues in this matter.

d. d. Parties should not harass or threaten each other.

e. e. Parties should not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties should have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they should remove Minor Child from circumstances in which

violations are occurring.

**PROVISIONS REGARDING MINOR CHILD TAX EXEMPTIONS,  
DEDUCTIONS, AND CREDITS**

a. 32. Parties should alternate claiming Minor Child as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns. Kevin should be entitled to claim Minor Child for odd tax years and Jill should be entitled to claim Minor Child for even tax years. Party paying child support must be current on all child-support payments by December 31st to claim Minor Child on that year's taxes.

**PROVISIONS REGARDING TAXES**

a. 33. Parties should file separately for federal and state taxes for 2024, if they have not already done so. Any tax refund or liability should be divided evenly between Parties. Parties should file separately for all subsequent years.

**PROVISIONS REGARDING DEBTS AND OBLIGATIONS**

a. 34. For the 2023 tax year, the parties shall divide the total tax liability of \$19,352.00 on a pro rata basis according to their respective gross incomes. To calculate each party's share, the parties shall add their individual gross incomes, as reflected on their final 2023 paystubs, to arrive at a combined total. Each party's gross income shall then be divided by that combined total to determine their proportionate share of the liability.

b. 35. Each party shall receive a credit for all amounts already withheld

from their wages during the 2023 tax year, as shown on their final paystub. Any remaining balance, including the outstanding amount owed to the IRS plus any accrued fees and interest, shall be settled and reconciled between the parties accordingly. To accomplish this, the parties shall exchange their 2023 final paystubs within ten days.

c. 36. If there are any other debts, the debt should be the responsibility of the Party incurring the debt.

d. 37. Parties should be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

e. 38. All debts and obligations incurred since Parties' separation should be the responsibility of the Party who incurred the particular debt.

f. 39. As authorized by Utah Code, Section 15-4-6.5, Parties should notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

g. 40. Each Party should indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause should apply to bankruptcy proceedings.

#### **PROVISIONS REGARDING PERSONAL PROPERTY**

a. 41. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property should be largely divided as Parties have already agreed.

b. 42. Jill will return Kevin's great grandmother's ring. She will create a

digital copy of all of the photographs and provide the same to Kevin. If she finds Storie's crochet blanket knitted by Kevin's grandmother, she shall return that to Kevin.

c. 43. Kevin will return to Jill her family heirlooms, specifically the items identified in Exhibit A, which is incorporated herein by reference.

d. 44. Kevin will retain the appliances in the home and pay Jill \$2,712.28, within fourteen days.

#### **PROVISIONS REGARDING REAL PROPERTY**

a. 45. Kevin is awarded the home located at 1086 Grove Creek Drive, Pleasant Grove, Utah. Within forty-five days, Kevin shall pay Jill \$95,000.00 in resolution of any and all claims Jill has pertaining to the home.

#### **PROVISIONS REGARDING ALIMONY**

a. 46. The parties are both capable of supporting themselves. Neither party is awarded alimony, now or in the future.

#### **PROVISIONS REGARDING PENSION AND RELATED ASSETS**

a. 47. Each Party should be awarded his or her own retirement accounts free and clear of any claim from the other Party.

#### **ATTORNEY'S FEES**

a. 48. Each Party shall pay his and her own attorney fees.

#### **OTHER**

a. 49. Jill should be restored to the use of her former name, Farrer, if she so chooses.

b. 50. Each Party should be Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

c. 51. Parties each indicate that there has been a complete accurate and current disclosure of all income. The parties will each exchange information related to their retirement accounts and their respect claims related to the home. Both Parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury.

d. 52. If any term, paragraph, or provision of this Decree is held invalid or unenforceable for any reason, the remainder of this Stipulation shall continue in full force and effect.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM & CONTENT:

/s/ Keith Mower

Kevin Keith Mower (Signed with permission from Respondent's attorney Brad Carr via email on March 30, 2026)  
*Respondent*

**NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE**

**TO: Brad Carr**

As authorized by Utah Rule of Civil Procedure 7(j)(4)-(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless a written objection is filed prior to that time.

Dated 26 March, 2026

/s/ Andrew Christensen  
Andrew Christensen  
*Petitioner's Attorney*

**CERTIFICATE OF SERVICE**

I hereby certify on March 26, 2026 I caused to be served a true and correct copy of the foregoing by E-Mail, addressed to the following:

Brad Carr  
brad@carrwoodall.com

/s/ William Sampson  
William Sampson  
*Paralegal, NelsonJones PLLC*