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*Attorney-Mediator for the Parties*

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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR  
UTAH COUNTY, STATE OF UTAH

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In the Matter of the Marriage of:	:	
	:	DECREE OF DIVORCE
CUTIS DUTY	:	
Petitioner,	:	
	:	
and	:	Case No.: 264400917
	:	Judge: Derek P. Pullan
JENNA GAROCK	:	Commissioner: Marian Ito
Respondent.	:	
	:	

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This Court having reviewed the parties' Stipulation and Settlement Agreement, and having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing, now therefore:

IT IS HEREBY ORDERED, as follows:

1. **Children.** The following are minor children of the parties:
  - a. B.E.D. born October 2010
  - b. Q.R.D. born August 2013
  - c. N.F.D. born January 2018

2. **Home State.** Utah is the home state of said minor children pursuant to Utah Code Section 81-11-201.

#### PARENT TIME

3. **Physical Custody.** The parties are awarded joint physical custody of their child and will exercise parent time on a 50-50 basis. The schedule will be as the parties agree. If they cannot agree, they will follow a week-on, week-off schedule with exchanges Sundays at 7:00 p.m.

4. **Transportation.** The parties will utilize school-to-school exchanges when school is in session. When school is not in session, the parent who is beginning their parent time will pick up from the other parent's residence, unless they agree otherwise in writing.

5. **Telephone and Virtual Contact with Children.** Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any reasonable time.

6. **Summer Time.** Each party may claim two weeks of uninterrupted parent time each summer. On odd years, Curtis will elect first. On even years, Jenna will elect first. The two week blocks cannot conflict with the other party's holiday time, including July 4th or July 24th.

7. **Holidays.** The holidays shall be divided as the parties agree. If the parties cannot agree, the schedule will be according to Utah Code Section 81-9-303. Jenna shall be designated the "custodial parent" for purposes of the holiday rotation. However, this designation should not

have any bearing on any other parental rights or imply that Jenna is the “custodial parent” for purposes of school choice, relocation, etc.

8. **Special Events.** Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, 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.

9. **Relocation.** The parties should follow Utah Code Section 81-9-209.

10. **Legal Custody.** The parties shall have joint legal custody.

#### PARENTING PLAN

11. **Access to Records.** Both parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.

12. **Day to Day Decisions.** 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.

13. **Major Decisions.** The major decisions concerning their children’s general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If the parties cannot agree on a major decision, they will consult with a professional in the field and seek their recommendation. If the parties still cannot agree, they will attempt mediation. If mediation is not successful, either side may petition the courts to render a decision.

a. **School Enrollment.** The children should stay in their current schools and feeder schools unless the parties mutually agree otherwise, or unless both parties move outside of the current school district.

b. **Therapy.** The parties should mutually agree before enrolling the children in therapy.

14. **Notification of Children's Events.** Both parents should have access to information and should not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.

15. **Travel.** When the children travel with either parent out of state and will be away for at least one night, the following shall be provided to the other parent at least 24 hours prior to departure:

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

16. **Communication.** The parties will discuss all parenting concerns directly and will not use their children to deliver messages. The parties will be civil with one another.

17. **Mutual Restraining.** The parties shall not make disparaging remarks to one another or to their children about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

18. **Third Party Responsibility.** 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 child from such circumstances.

19. **Romantic Partners.** Neither party shall introduce the children to any new romantic partners unless they are in a stable, committed relationship for at least 3 months.

#### CHILD SUPPORT AND EXPENSES

20. **Child Support.** Child Support shall be calculated as according to Utah Code Section 81-6-107. Curtis's gross monthly income is \$21,529. Jenna's gross monthly income is \$4,333. The Curtis has 182 overnights and the Jenna has 183 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Therefore, Father's monthly child support obligation shall be \$1,257 per month.

21. **Payments and Arrears.** Payments shall begin the month following the signing of the Stipulation and shall be due on the first of each month.

22. **Activity Costs.** Each party shall be ordered to assume and be responsible for fifty percent (50) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular

activity without receiving prior written consent from the other parent shall be solely responsible for that expense.

23. **School Fees.** Each party shall be ordered to assume and be responsible for fifty percent (50) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. 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.

24. **Medical/Dental Expenses.** The parties shall provide health care coverage for the minor children pursuant to Utah Code Section 81-6-208. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with Utah Code. Section 81-6-208. Curtis currently provides said insurance.

a. Each parent shall share equally the out-of-pocket costs actually paid by a parent for the child's portion of insurance. The child'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 shall 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 will remit payment within 30 days of receipt of the verification.

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 of both parents, then each parent will cover the cost of their own plan.

e. 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.

25. **Division of Accounts.** 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 for each parent so that the parents are not jointly obligated.

26. **Dependency Exemption/Tax Credit.** The parties will share the dependency exemption/tax credit for the minor children as follows:

a. While there are three qualifying children, the parties will alternate the dependency exemption/tax credit for the minor children.

i. Jenna will claim the two younger children for odd-numbered tax years and the oldest child for even-numbered tax years.

ii. Curtis will claim the two younger children for even-numbered years and oldest child for odd-numbered tax years.

b. While there are two qualifying children, the parties will each receive one child as a dependency exemption/tax credit. Jenna will claim the oldest child and Curtis will claim the youngest child.

c. While there is one qualifying child, Jenna will claim them for odd-numbered tax years and Curtis will claim them for even-numbered tax years.

d. The party who owes child support shall be current by December 31 of the tax year in question in order to be eligible to claim.

27. **Alimony.** Curtis will pay Jenna alimony in the amount of \$2,000 per month for a period of 8 years (96 months). Payments shall begin the month following the signing of the Stipulation and be due on the first of each month. In the event that Jenna remarries or cohabitates with a romantic partner, or in the event that either party deceases, alimony should automatically end with no option to renew.

#### PROPERTY AND ASSETS

28. **Marital Home.** The parties own a home located at 4701 East Rustic Ranch Way, Eagle Mountain, Utah, 84005. Curtis is awarded the home and pay Jenna her portion of the marital equity, as described in the Settlement paragraph below. Jenna is not on the mortgage of the property, or on the HELOC against the home. Curtis will be solely responsible for the mortgage loan and HELOC.



29. **Vehicles.** The parties' vehicles will be divided as follows:

a. Jenna will be awarded the Subaru Ascent and be responsible for the remaining debt associated with the vehicle, after Curtis pays off approximately \$5,000 as described below.

b. Curtis will be awarded the 2014 Honda Accord and be responsible for the remaining debt associated with the vehicle.

c. Both parties will sign any documents needed to facilitate the transfer of titles and loans on the vehicles.

30. **Retirement Accounts.** Curtis has a 401k through Fidelity with an approximate balance of \$18,000. Curtis should transfer the entire balance to Jenna within 30 days of the signing of the Stipulation. The parties will each keep any other retirement accounts in their own names.

31. **Checking and Savings Accounts.** Each party will keep the checking and savings accounts in their own names. Curtis will remove Jenna from the joint Wells Fargo ending in 1730 and Curtis will keep the account. If there are any funds in the account at the time of removal, they should split the funds.

32. **Debts.** Curtis will be solely responsible for the student loan debt in his name. With the exception of the vehicle debt described herein, the parties have no shared marital debts. Any other debts not disclosed herein shall remain the property of the person whose name it is in. Both parties shall hold the other harmless from any penalties associated with such debts.

33. **Personal Property.** All other personal property will be divided as the parties agree.

34. **Settlement.** In settlement of all the above, Curtis will pay Jenna as follows:

- a. Curtis will transfer his full 401k balance to Jenna, as described above.
- b. Curtis will pay off \$5,000 of Jenna's vehicle loan.
- c. Curtis will pay off the parties current cell phones, totaling approximately \$2,500.
- d. Curtis will pay Jenna \$55,000 in cash. This shall be paid in monthly payments of \$5,000 for 11 months. The first payment shall be due on April 1, 2026, and on the first of each month thereafter.

35. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.

#### OTHER

36. **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. The parties both 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.

37. **Independent Advice of Counsel.** The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties

acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

38. **Divorce Education.** The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.

39. **Drafting.** Both parties contributed to the drafting of the Stipulation, and no provision shall be construed against any party as being the draftsman thereof. 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.

40. **Preparation of Final Documents.** The parties agree that final documents may be prepared and filed consistent with the terms of this agreement. Per Utah Code of Judicial Administration 3-2.4(c), the parties agree that mediator Robert Jepson may prepare and file said documents with the Utah Courts as the Attorney-Mediator for the parties, if the parties so choose.

41. **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 agreement 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.

42. **Attorney's Fees and Costs.** Each party is ordered to assume his or her own legal fees incurred in this action.

43. **Final Stipulation.** The Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect. The parties are

aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the stipulation.

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END OF ORDER

In accordance with the Utah Court's electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner

Approved:

/s/ Curtis Duty

Curtis Duty

Petitioner, Pro Se

Date: April 27, 2026

*\* Signed with written permission*

Approved:

/s/ Jenna Garlock

Jenna Garlock

Respondent, Pro Se

Date: April 27, 2026

*\* Signed with written permission*

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of April 2026, I caused a true and correct copy of the forgoing was served pursuant to statute by the method indicated: ☐ mailed, postage prepaid, ☐ hand-delivered, ☐ sent via facsimile, ☒ sent electronically, to the following:

Curtis Duty  
Curtis.duty@gmail.com

Jenna Garlock  
Jenna.duty@gmail.com

/s/ Susan Morandy  
SUSAN MORANDY