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IN THE FOURTH JUDICIAL DISTRICT COURT – SPANISH FORK
UTAH COUNTY, STATE OF UTAH
775 West Center Street, Spanish Fork, UT 84660

**IN THE MATTER OF THE
MARRIAGE OF:**

BRYCE ALEXANDER CLARKE,

Petitioner,

and

RACHEL MARIE CLARKE,

Respondent.

DECREE OF DIVORCE

Case: 264300091
Judge: Jared Eldridge
Commissioner: Marla Snow
Discovery Tier: 4

This matter came before the above-entitled court by way of pleading, seeking the court's entry of a Decree of Divorce. The Court having entered its Findings of Fact and Conclusions of Law, having fully considered the file and all matters herein, it is hereby

ORDERED, ADJUDGED AND DECREED:

DECREE OF DIVORCE

DECREE OF DIVORCE GRANTED. Petitioner is hereby awarded a Decree of Divorce from and against Respondent, on the grounds of irreconcilable differences, the same to become final and absolute upon signing by the court and entry by the clerk in the Registry of Actions.

1. RESIDENCY. Petitioner and Respondent have been actual and bona fide residents of Utah County, State of Utah for at least three months prior to the filing of this divorce action.

2. JURISDICTION. The parties resided in the marital relationship in the State of Utah and therefore this Court has long-arm jurisdiction over Petitioner and Respondent pursuant to §78B-3-205, Utah Code Annotated (as amended).

3. INTERNATIONAL JURISDICTION. The United States, and more specifically the State of Utah, is the habitual residence of the children for the purposes of the Hague Convention or any international custody dispute. Neither parent should relocate with the children outside Utah County, State of Utah, without mutual agreement of both parents or a Utah Court Order.

4. MARRIAGE STATISTICS. Petitioner and Respondent were married on May 1, 2004, at Klein, Harris County, State of Texas, and are presently husband and wife. The parties separated on January 31, 2026.

5. GROUNDS. In the marriage of the parties, differences have arisen that cannot be reconciled making it impossible to continue the marriage. The parties should be awarded a decree of divorce on the grounds of irreconcilable differences in accordance with Utah Code Annotated § 81-4-405(1)(h).

6. CHILDREN. There have been three (3) minor children born as issue of this marriage, namely:

<u>Name of Child</u>	<u>Date of Birth</u>
E.I.C.	12/27/2007
A.B.C.	09/10/2010
G.E.C.	12/14/2011

No further children are expected.

7. JUVENILE PROCEEDINGS. Upon information and belief, proceedings involving the custody of the children have not been filed in Juvenile Court.

8. UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT. Utah is the home state of said minor children pursuant to U.C.A. §78B-13-201(1)(a), in that:

a. Utah is the home state of the minor children at the time of commencement of this proceeding.

b. Said minor children reside with both Petitioner and Respondent on an equal basis in Eagle Mountain, Utah.

c. Petitioner has not been a party, witness or participated in any other capacity in any other litigation concerning the custody of the subject minor children in this state or any other state.

d. Petitioner has no information of any custody proceeding concerning the subject minor children in a court of this or any other state.

e. Petitioner does not know of any person, not a party to these proceedings who has physical custody of the subject minor children and who claims to have custody or visitation rights with respect to said children.

9. CHILD CUSTODY AND PARENTING PLAN. Petitioner and Respondent are fit and proper persons to be awarded, and should be awarded joint legal and joint physical custody of the parties' minor children, and such custody award is in the best interests of the children.

a. The parties shall jointly determine school enrollment each year. Neither parent's residence shall be presumed to control school enrollment.

b. Parent-time should be pursuant to U.C.A. §81-9-305, except that wherein the Decree and U.C.A. §81-9-305 differ, the Decree and the terms of the parenting plan described therein shall be the controlling order of the Court. Any amendments, revisions, or changes made to U.C.A. §81-9-305 after the entry of the Decree of Divorce shall not alter the parenting plan described therein unless both parents mutually agree in writing to adopt the changes or revisions.

c. The parties shall share equal physical custody (50/50) using a “2/2/5/5 Schedule”. For purposes of this Parenting Plan, a “2/2/5/5 Schedule” means a repeating two-week rotation in which each parent has custody of the children for two fixed weekdays followed by alternating five-day periods, resulting in equal Parent-Time. The rotation shall be as follows:

- i. Father – every Monday and Tuesday
- ii. Mother – every Wednesday and Thursday
- iii. Weekends – alternate, beginning at the start of the school day (or 8:00 a.m. if no school) on Friday and continuing until the start of the school day (or 8:00 a.m.) on Monday.

d. Right of First Refusal: If either parent cannot personally care for the children for more than twenty-four (24) consecutive hours during their parent time, that parent must first offer the other parent the opportunity to care for the children before arranging alternative childcare.

e. An order pursuant to U.C.A. §81-9-305 shall result in 182 overnights per year for one parent and 183 overnights per year for the other parent. Under the equal parent-time schedule, neither parent is considered to have the children the majority of the time.

f. For the purpose of calculating child support only, the number of overnights of the parent with the lower gross income shall be entered as 183 and the number of overnights of the parent with the higher gross income shall be entered as 182 pursuant with U.C.A. §81-6-206(7).

g. The child exchange shall take place at the time the children's school begins with drop-off to school; or if school is not in session, at 8 a.m. at the residence of the parent beginning their custodial period, unless otherwise agreed. The parties may adjust exchange times or locations by mutual written, text, or email agreement.

i. The parent ending their custodial period is responsible for transporting the children. Each parent shall ensure timely arrival and provide reasonable notice of delays.

h. Summer Parent Time:

i. Unless mutually modified, the parties shall continue the 2/2/5/5 Schedule during summer.

ii. Each parent may designate two consecutive weeks for uninterrupted parent-time with the child or children when school is not in session for summer break in accordance with U.C.A. §81-9-305(5)

iii. In even-numbered years, Petitioner may make a designation of uninterrupted parent-time at any time and Respondent may make a designation after March 1.

- iv. In odd-numbered years, Respondent may make a designation of uninterrupted parent-time at any time and Petitioner may make a designation after March 1.
- v. All designations of uninterrupted parent-time shall be made in writing and at least 30 days before the day on which the designated two-week period begins.
- vi. The two weeks of uninterrupted parent-time take precedence over all holidays except for Mother's Day and Father's Day.

i. Holiday Parent Time:

- i. Holiday and school-break periods supersede the regular schedule. The parties agree that, by default, they will follow the standard holiday rotation set forth in U.C.A. §81-9-302(12). The parties agree to work in good faith to develop a mutually acceptable approach for dividing holidays and school breaks in a manner that balances time with both parents and meets the needs of the children. Any agreed adjustments shall be made in writing (including by text or email) and will supersede the default schedule for that year.

Holiday	Time Period	Years Mother is Granted Holiday	Years Father is Granted Holiday
Dr. Martin Luther King Jr. Day	Holiday begins Friday at 8 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 8 p.m. on the day before school resumes.	Odd years	Even years

President's Day	Holiday begins Friday at 8 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 8 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	Holiday begins at 6 p.m. on the day that school dismisses for spring break. Holiday ends at 8 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	Holiday begins Friday at 8 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 8 p.m. on the day before school resumes.	Even years	Odd years
Mother's Day	Holiday begins on Mother's Day at 8 a.m. Holiday ends on Mother's Day at 8 p.m.	Mother every year	Mother every year
Father's Day	Holiday begins on Father's Day at 8 a.m. Holiday ends on Father's Day at 8 p.m.	Father every year	Father every year
Independence Day	Holiday begins on July 3 rd at 6 p.m. Holiday ends on July 5 th at 8 p.m.	Odd years	Even years
Pioneer Day	Holiday begins on July 23 rd at 6 p.m. Holiday ends on July 25 th at 8 p.m.	Even years	Odd years
Labor Day	Holiday begins Friday at 8 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 8 p.m. on the day before school resumes.	Odd years	Even years
Fall Break	Holiday begins at 6 p.m. on the day school is dismissed for fall break. Holiday ends at 8 p.m. on the day before school resumes.	Odd years	Even years
Halloween	Holiday begins on October 31 st or the day	Even	Odd

	that Halloween is traditionally celebrated in the local community at the time that school is dismissed; or at 4 p.m. if there is no school. Holiday ends at 9 p.m. on the same day the holiday begins.	years	years
Thanksgiving	Holiday begins on Wednesday at 6 p.m. or the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. Holiday ends at 8 p.m. on the night before school resumes.	Even years	Odd years
Winter Break (First Half)	Holiday begins at 6 p.m. on the day that school dismisses for winter break; or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. Holiday ends on December 27 th at 8 p.m.	Odd years	Even years
Winter Break (Second Half)	Holiday begins on December 27 th at 7 p.m. Holiday ends at 8 p.m. on the night school resumes.	Even years	Odd years
Day of Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Odd years	Even years

j. Changes to parent-time schedule: Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of preference shall be applied when determining which parent is entitled to parent-time:

- i. the holiday schedule for Mother's Day or Father's Day under U.C.A. §81-9-302(12);
- ii. the uninterrupted summer parent-time of either parent

- iii. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time under U.C.A. §81-9-302(3) and travels with the child overnight for the duration of the birthday holiday time period that falls during the uninterrupted extended parent-time;
- iv. the holiday schedule for any holiday under U.C.A. §81-9-302(12) that is not Father's Day, Mother's Day, or the child's birthday;
- v. the schedule for weekday or weekend parent-time.
- vi. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.

k. Holiday school attendance: If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

l. Varying school schedule: If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's school are dismissed for the holiday and ending the evening before any children returns to school.

10. RELOCATION. If either parent intends to move more than 75 miles from the other parent's residence or intends to make a change in residence that would materially affect the children's school enrollment or school district assignment, that parent shall provide at least 60 days' written notice.

- a. The parents shall confer in good faith to modify transportation, school-related responsibilities, and Parent-Time arrangements as needed to accommodate the change.

11. GENERAL PARENTING PLAN PROVISIONS. The parties should attend mediation before filing any petition to modify the parenting plan orders of the Court. The expense of mediation should be paid by the party seeking to modify the parenting plan orders of the Court. If a party has made two written requests for mediation without response that party should be allowed to proceed with filing a petition to modify.

- a. Neither party shall transport the children without first securing appropriate car insurance and vehicle registration. Each party shall have a valid driver's license before that party transports any of the children. Each party shall use appropriate child restraint devices at all times while transporting the children.
- b. Third party pick-up: A stepparent, grandparent, or other responsible adult designated by the parent receiving the children for parent-time may pick up the child or children for parent-time if the other parent is aware of the identity of the individual and if the parent exercising parent-time will be with the child or children by 8 p.m.
- c. Either parent may make emergency decisions affecting the health or safety of the children and shall inform the other parent when such decisions must be made. Each parent may make decisions regarding the day-to-day care and control of the children while they are residing with that parent.
- d. Whenever possible, the parents will discuss issues and attempt to reach an agreement on significant and substantial issues affecting the minor children. The parties will

attempt to reach an agreement in the best interest of the children. If the parties cannot agree, the parties will follow the following dispute resolution process: First, they will confer with each other; second, and if they cannot agree, they shall seek the assistance of a neutral third party; third, if they still cannot agree, the parties shall attend mediation to attempt to resolve their dispute; and fourth, if they still cannot agree, Petitioner/Respondent will make the decision subject to Respondent/Petitioner's right to bring the matter before the Court for review for a resolution in the best interests of the children. Throughout the dispute resolution process, in accordance with Utah law:

- i. preference shall be given to the provisions in the Parenting Plan;
- ii. parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support, unless an emergency exists;
- iii. a written record shall be prepared of any agreement reached in counseling or mediation and provided to each party;
- iv. if the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent;
- v. the district court shall have the right to review the dispute resolution process;
and
- vi. the provisions of § 81-9-203 (10)(c), Utah Code Annotated (as amended), shall be set forth in any final decree or order.

e. For emergency purposes, whenever the children travel with either parent overnight or longer or more than 100 miles from the children's primary residence, the following will be provided to the other parent at least three (3) days prior to the trip:

- i. An itinerary of travel dates;
- ii. destinations;
- iii. places where the children or traveling parent can be reached; and,
- iv. the name and telephone number of an available third person who would be knowledgeable of the children's location; and
- v. Written consent from the other parent. Consent shall not be unreasonably withheld.

f. All communication between the parties will be civil. The children will not be used as messengers between the parties. The parents will communicate with each other in person, by phone, text, email, note, or letter.

g. The formality and clarity of written communication is acknowledged for messages which need to be preserved accurately and historically. The immediacy and expediency of verbal communication is acknowledged for messages which need to be given, received and responded to without delay. The parents will use their best judgment to communicate with each other using a method appropriate for the situation, which is intended to reduce conflict, improve understanding, and minimize stress for both parties.

h. Special consideration should 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 parent-time schedule.

i. Each parent should permit and encourage, during reasonable hours, reasonable and uncensored communication with the children. The children always have a right to contact either parent at any reasonable time, and the parents shall allow the children to do so.

j. In all cases, the parents will exchange information concerning the health, education, and welfare of the children, and, unless it is an emergency situation, confer before making decisions concerning any of these areas. Both parties will have access to the children's school, church, and other records and will include the other party as a parent on such records. The parties shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parties should be entitled to attend and participate fully.

k. Respondent/Petitioner should be responsible for all costs associated with his/her own exercise of parent-time with the parties' minor children.

l. Either parent may bring enforcement actions without the need of mediation.

m. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the plan are not affected.

n. The parenting plan described herein is filed in good faith and Petitioner believes the plan is in the best interests of the children. Petitioner reserves the right to modify or file an amended plan prior to the entry of the Decree of Divorce as circumstances and information dictate and if such modifications and or amendments are believed to be in the best interests of the children.

12. MUTUAL RESTRAINING ORDERS: The Court should order the following as restraining orders in this action.

- a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or parent-time.
- b. 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.
- c. Both parties are restrained from discussing divorce 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 about the other parent.
- d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and children during the other parent's parent-time.
- e. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or should remove the children from such violations, or should remove the children from such circumstances.

f. Both parties are restrained from speaking to one another for purposes other than issues related to the children unless both agree to do so otherwise. Both parties shall communicate only electronically (text or email) with each other about issues related to the children.

g. Both parties shall keep the other party informed regarding their current physical address, phone number and email address.

13. DIVORCE ORIENTATION AND EDUCATION COURSES. As required pursuant to U.C.A. §§ 81-9-103 and 81-4-105, each party should attend and complete the one-hour divorce orientation course and two-hour divorce education course.

a. Petitioner has completed this requirement.

b. Respondent shall attend a divorce orientation course no later than 30 days after being served with a petition for divorce. If Respondent has not attended the classes by the time this matter is otherwise ripe for granting of the Decree of Divorce, it is just and proper that the Divorce Decree should be granted with a provision that Respondent's parent-time rights will not be enforceable until Respondent has taken the courses and provided proof to the Court and to Petitioner's counsel. In that case it is further just and proper that Petitioner cannot be held on contempt in conjunction with parent-time until Respondent has provided proof of having completed the courses to both the Court and to Petitioner's Counsel.

c. Information and course schedules may be obtained through the Clerk of the District Court, Utah County and <https://www.utcourts.gov/specproj/dived/>.

14. MEDIATION. If Respondent contests the allegations sought herein by Petitioner, the parties should undergo divorce mediation as required by Utah law. The cost of the mediation should be borne equally by the parties.

15. CUSTODY EVALUATION. If the parties fail to resolve child custody, parent-time and/or parental decision-making authority issues through mediation, then a qualified agency or person should conduct a child custody evaluation, pursuant Rule 4-903 of the Code of Judicial Administration. The agency or person conducting the evaluation should submit a report of their methods, findings, conclusions, and recommendations to the Court and the parties' attorneys. The cost of the evaluation, including fees for the evaluator to testify in Court, should be borne by the parties equally.

16. CHURCH EVENTS AND FUNCTIONS. Each parent should be allowed to participate in the religious faith of his or her own choosing and to include the children in the parent's religious observances and practices during the parent's parent-time.

17. CHILD SUPPORT. Respondent is entitled to child support for the use and benefit of the parties' minor children in accordance with the Utah Uniform Civil Liability Support Act, U.C.A. § 81-6-304. This amount is based on Petitioner's monthly gross employment income of \$24,000 and Respondent's reasonable imputed income of \$4,583 per month based on the state average for teachers. The base child support obligation of Respondent according to the guidelines is \$1,484 per month effective May, 2026 onward.

a. Pursuant to U.C.A. § 81-7-102, child support payments should be effective the month immediately following the filing of this divorce action, so child support should commence on May 1, 2026 and continue until the youngest child of the parties reaches the

age of 18 or graduates from high school, whichever occurs last. As each child reaches the age of 18 or graduates from high school, whichever occurs last, there should be an automatic recalculation of child support pursuant to the Child Support Guideline Tables in effect at that time. The monthly child support should be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

b. In the event the Office of Recovery Services is enforcing child support, each party should keep the Office of Recovery Services informed of changes in his or her address, employment, income, or medical insurance coverage.

c. In the event the Office of Recovery Services is enforcing child support, each party of this action may request that the Office of Recovery Services review the Court's child support order for this action to determine whether a modification of the Court ordered child support should be pursued.

d. Petitioner should be entitled to copies of Respondent's annual tax return and financial records each year within thirty (30) days of the filing of such records, for the purpose of ascertaining the current appropriate income available for calculating child support.

e. The child support award may be modified prospectively pursuant to U.C.A. § 81-6-212.

f. The joint custody worksheet was used in calculating the child support in this matter. If the physical living arrangements of a child changes from what is ordered (not including temporary changes for parent-time or visitation), then pursuant to U.C.A. § 81-6-205 a parent whom the child is not residing with is required to pay to whoever the child is residing with the amount of support set out above for that parent and described as "the base child support amount." The parent should automatically begin paying this base support amount without the need to modify this child support order.

18. CHILDCARE. Child support should also include, in addition to the basic monthly amount, an order assigning financial responsibility for one-half of all childcare expenses incurred on behalf of the dependent children necessitated by the employment or training of a party.

19. HEALTH, ACCIDENT AND DENTAL INSURANCE. Petitioner has been paying all health insurance premiums and out-of-pocket health care expenses for the minor children. Pursuant to U.C.A. § 81-6-208:

a. Both parties should be required to maintain medical, hospital, dental and vision insurance for the dependent children where available at reasonable cost and the insurance coverage is accessible to the children.

b. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner should be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Respondent should be 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 shall retain the same designation as the primary or secondary plan of the dependent child.

c. Both parties should share equally the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance.

d. A parent incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

e. The parent ordered to maintain insurance should provide verification of coverage to the other parent and ORS, if ORS is providing collection services, on or before January 2 of each year, and notify the other parent and ORS, if ORS is providing collection services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

f. The children's portion of the premium is a per capita share of the premium actually paid. The premium expense 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.

20. UNINSURED MEDICAL AND DENTAL EXPENSES OF CHILDREN. The Court should issue an Order in which both parents share equally in all uninsured routine medical and dental expenses, including but not limited to one-half of expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma as well

as all other reasonable and necessary uninsured medical and dental expenses, in accordance with U.C.A. § 81-6-206.

a. Either parent who incurs medical expenses for parties' minor children should provide written verification of the cost and payment of such medical expenses to the other parent within 30 days of payment.

b. In addition to any other sanctions provided by the Court, either 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 the parent knowingly and willingly fails to comply with subparagraph a, as applicable.

c. The custodial parent should be ordered to provide a copy of the Decree of Divorce to each creditor providing medical or dental services for the minor children. Pursuant to U.C.A. § 15-4-6.7, each creditor is to be notified by the custodial parent that the creditor is prohibited from making claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce. Each creditor receiving a copy of the Decree of Divorce is to be notified that the creditor is prohibited from making a negative credit report or report of debtor's repayment practices or credit history regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce.

21. TAX EXEMPTIONS. In even years, Petitioner should be entitled to two exemptions and should be entitled to claim two minor children as dependents and Respondent shall be entitled to one exemption and should be entitled to claim one minor child as dependents for income tax purposes. In odd years, Respondent should be entitled to two exemptions and should

be entitled to claim two minor children as dependents and Petitioner shall be entitled to one exemption and should be entitled to claim one minor child as dependents for income tax purposes, unless otherwise agreed upon in writing by both parties. Once one child ages out, the parties shall each claim one child. Once another ages out, the parties shall alternate in odd and even years once more, unless otherwise agreed upon in writing by both parties.

a. Pursuant to U.C.A. § 81-6-210(4), a parent may not claim a child or children as exemptions for federal and state income tax purposes if that parent is not current in her or his child support obligation.

b. Pursuant to U.C.A. § 81-6-210(5), a parent may not claim a child or children as exemptions for federal and state income tax purposes unless the award will result in a tax benefit to that parent.

22. LIFE INSURANCE. The parties should be required to acquire and maintain life insurance for a reasonable amount, if it is available through their respective employment at a reasonable cost. A reasonable amount in this case is \$50,000.00. The parties should name their natural minor children as sole beneficiaries on said life insurance policies.

23. ALIMONY. Petitioner shall pay to Respondent alimony in the amount of \$2,000 per month beginning May 1, 2026.

a. Alimony shall be paid in periodic installments throughout each calendar month, generally in two (2) installments, and made via direct transfer or another mutually agreed upon method. The parties agree that the timing of such installments may vary based upon Petitioner's income source or pay structure,

provided that the full monthly amount is paid within the applicable calendar month, unless otherwise agreed upon in writing by the parties.

b. Alimony shall continue for a period of eight (8) years, unless earlier terminated due to the death of either party, Respondent's cohabitation as defined under Utah law, or the remarriage of Respondent.

c. The parties may modify, reduce, terminate, or otherwise resolve the alimony obligation by mutual written agreement or upon a showing of a substantial material change in circumstances as required by Utah law.

d. The parties agree that foreseeable changes including ordinary income fluctuations, cost of living changes, or anticipated career development shall not alone constitute grounds for modification.

24. PERSONAL PROPERTY. During the term of this marriage the parties have acquired certain personal property. The Court should divide such personal property as is equitable, the personal property to be awarded as it is presently held by each party being an equitable distribution of the personal property. The following property shall be awarded as follows:

Asset Description	Allocation	Asset Description	Allocation
Pop-up Camper	Rachel	Arhaus cabinets	Bryce
Hyundai Ioniq 5	Bryce	Family room couch, chairs	Rachel
Ford Maverick	Rachel	Basement furniture	Rachel
Daihatsu Midget	Bryce	Entry way credenza	Rachel
Honda Acty	Bryce	Tonal	Bryce
International Harvester	Rachel	Peloton	Bryce
Woodworking equipment	Bryce	Treadmill	Rachel
Freeze dryer	Rachel	Weights	Bryce
Husqvarna Svartiplen	Bryce		
Home office furniture	Bryce		
Craft room furniture	Rachel		

2018 Hyundai Elantra	Minor Children's use* Registered to Bryce		
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a. Each Party shall execute any documents reasonably necessary to effectuate the transfer of title, registration, or ownership of the items awarded to the other Party under this provision, including motor vehicle titles, trailer registrations, or similar instruments.

25. REAL PROPERTY. During the period of their marriage, the parties have acquired certain real property including the property located at 2388 E Horizon Dr., Eagle Mountain, UT 84005 (hereinafter referred to as "Horizon Property") and the property located at 3069 E Lakeside Dr, Eagle Mountain, UT 84005 (hereinafter referred to as "Lakeside Property"). Furthermore, Husband has acquired a residence located at 14404 S. Champ Cv, Draper, UT 84020 (hereinafter referred to as "Draper Property").

a. It is reasonable and proper that the Horizon Property be awarded solely and exclusively to Respondent as her sole and exclusive possession, free and clear of any right, title, interest, or claim from Petitioner. The Horizon Property is not encumbered by a traditional mortgage as of the execution of this agreement. Respondent shall be solely responsible for all costs associated with the transfer of the title of the Horizon Property, including recording fees, title insurance, escrow fees, transfer taxes, appraisal costs, and lender administrative fees. Petitioner shall cooperate in executing any documents necessary to effectuate the transfer. Following transfer, Respondent shall hold Petitioner harmless from any liability arising from ownership, use, maintenance, or occupancy of the Horizon Property

(except for the obligations related to the HELOC on this property as further detailed below).

b. It is reasonable and proper that the Lakeside Property be sold, and the proceeds be used to pay towards the HELOC on the Horizon Property. Any remaining balance left on the HELOC on the Horizon Property shall be split equally between the parties as more defined below. This sale and application of proceeds has already been accomplished by the parties.

c. Petitioner has recently acquired the Draper Property and it is reasonable and proper that this property be awarded solely and exclusively to Petitioner as his sole and exclusive possession, free and clear of any right, title, interest, or claim from Respondent. Any mortgage or other loan secured by the Draper Property shall be the sole responsibility of Petitioner. Petitioner shall hold Respondent harmless from any liability arising from such indebtedness. Respondent shall cooperate in executing any documents necessary by the title company or lender to confirm that the Draper Property is awarded solely to Petitioner.

26. EQUITY AWARDS AND PRIVATE COMPANY SHARES. All equity-based compensation, vested equity awards, and private company shares held by Petitioner are awarded solely to Petitioner, free and clear of any claim by Respondent.

27. FINANCIAL ASSETS. The parties have the following financial accounts:

a. Wells Fargo Checking Account – to be split equally between the parties based on balances as of January 31, 2026. This split is only after Petitioner's approximate \$30,000 settlement is allocated to him.

- b. Wells Fargo Savings Account – to be split equally between the parties based on balances as of January 31, 2026.
- c. Wells Fargo Intuitive Investor Account – to be split equally between the parties based on balances as of January 31, 2026.
- d. Optum Health Savings Account – awarded solely to Petitioner, free and clear of any right, title, interest, or claim from Respondent.
- e. Any accounts not expressly identified in this provision shall be retained by the party whose name is on the account.

28. RETIREMENT AND SAVINGS. The parties have the following retirement accounts:

- a. Petitioner's Empower 401(k)
- b. Petitioner's Schwab 401(k)
- c. Petitioner's Fidelity 401(k)
 - i. The Parties agree that the total combined value of all retirement accounts identified herein shall be divided equally (50% / 50%) between the Parties.
 - ii. Such equalization may be accomplished through one or more Qualified Domestic Relations Orders (QDROs) or other appropriate domestic relations orders, as required by applicable plan rules, and need not require an equal division of each individual account, provided that the overall division results in an equal allocation of the aggregate retirement value.
 - iii. The Parties shall mutually agree on a valuation date reasonably close in time to the entry of the Decree of Divorce, as required by applicable plan rules.

29. DEBTS. The parties have the following debts and liabilities:

- a. Horizon HELOC
 - i. The Parties acknowledge that the Horizon HELOC constitutes a marital debt and that a portion of the HELOC proceeds were originally borrowed to acquire the Lakeside Property. Sale proceeds from the Lakeside Property were applied towards repayment of the Horizon HELOC. Any remaining balance of the Horizon HELOC after application of such sale proceeds shall be the joint responsibility of the Parties, shared equally (50% / 50%), unless otherwise agreed in writing.
- b. Mortgage loan secured by Draper Property
 - i. The mortgage secured by the Draper Property shall be the sole responsibility of Petitioner, who shall indemnify and hold Respondent harmless from any liability arising therefrom.
- c. American Express Credit Card Account
 - i. This Credit Card debt shall be allocated equally (50% / 50%), unless otherwise agreed in writing.
- d. Chase Credit Card Account
 - i. This Credit Card debt shall be allocated equally (50% / 50%), unless otherwise agreed in writing.
- e. Hyundai Vehicle Automobile Loan
 - i. This loan shall be the sole responsibility of Petitioner as he was awarded the sole use and possession of this vehicle.

f. Pursuant to U.C.A. § 81-4-406(3)(b), each party should notify the respective creditors or obligees regarding the Court's division of the debts, obligations and liabilities, and provide the parties' separate current addresses to the respective creditors or obligees.

g. For purposes of the above, the date of separation (January 31, 2026) determines the balances that are equally split.

30. TAXES. For the tax year 2026, and all future years, the parties shall file separately. Taxes attributable to periods prior to division or sale shall be shared equally (50% / 50%), taxes arising after division or transfer shall be borne by the Party owning the asset.

31. RESTRAINT AGAINST DISSIPATION OF MARITAL ASSETS OR INCREASING MARITAL LIABILITIES. During the pendency of this action, the parties should be prohibited from dissipating, transferring, encumbering, liquidating, wasting, or otherwise disposing of marital property, financial assets and accounts during the pendency of this matter, unless the action is consented to in writing by the other party or approved by the court. Both parties should be restrained from increasing or otherwise incurring any additional debt or encumbrances on any joint accounts or marital property, except that, on an item-by-item basis, the parties may agree in writing to deviations from the foregoing.

32. RESTRAINT AGAINST USE OF PERSONAL INFORMATION. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

33. NAME CHANGE. Respondent should be restored to her former surname if she so desires.

34. ATTORNEY FEES AND COSTS. Each party should be responsible and liable for his or her own attorney's fees.

35. DOCUMENT DELIVERY. Both parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of any order, decree or judgment entered herein. Should a party fail to execute a document within 60 days of the entry of any order, decree or judgment, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 should have the same effect as if executed by the disobedient party.

SO ORDERED

*****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.*****

Approval as to form:

/s/ Rachel Clarke

Rachel Clarke

Respondent

(Permission to affix electronic signature given via email on 5/5/26)

SERVICE CERTIFICATE

I hereby certify that a true and correct copy of the foregoing *Decree of Divorce* was mailed, postage prepaid, or was sent via emailing or e-filing service on this 5th day of May, 2026, to the following as indicated below:

Rachel Clarke
rachelmarieclarke@gmail.com
Respondent

/s/ Destini Townsend
Destini Townsend
Paralegal for Mary Kate Moss
Gravis Law, PLLC