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IN THE FOURTH JUDICIAL DISTRICT COURT  
UTAH COUNTY, STATE OF UTAH  
137 N. Freedom Blvd, Provo, UT 84601

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

**LEEANN BARNEY,**

Petitioner,

and

**JAYSON BARNEY,**

Respondent.

**DECREE OF DIVORCE**

Civil: 264400350  
Judge: Hon. Shawn R. Howell  
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

1. 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.
2. JURISDICTION. The Court has jurisdiction over the parties and the subject matter of this case.

3. MARRIAGE STATISTICS. Petitioner and Respondent were married on January 24, 2012, at American Fork, Utah County, State of Utah, and are presently husband and wife. The parties separated on September 15, 2025.

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

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

<u>Name of Child</u>	<u>Date of Birth</u>
I.W.B.	03/08/2016
L.M.B.	12/11/2012
A.P.B.	12/11/2012

No further children are expected.

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

7. 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 Petitioner at 783 E. 950 S., Provo, UT 84606.
- 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.

8. CHILD CUSTODY AND PARENTING PLAN. Petitioner (hereinafter “Mother”) and Respondent (hereinafter “Father”) are fit and proper persons to be awarded, and shall 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. Mother’s home shall be designated as the primary physical residence of the children. For purposes of school, the children are attending Treeside Charter School. It is anticipated that the children will matriculate into Provo City School District and attend school at Centennial Middle School.

b. **Custody:** Custody shall be subject to Father’s right to reasonable parenting time as the parties may agree, or, if the parties cannot agree, parent-time shall 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.

i. 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.

ii. Under the equal parent-time schedule, neither parent is considered to have the child the majority of the time.

iii. Mother shall receive 183 overnights and Father shall receive 182 overnights.

iv. 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).

c. **Weekday and weekend parent-time:** The equal parent-time schedule is as follows:

i. One parent shall exercise parent-time starting Monday morning and ending Wednesday morning;

ii. The other parent shall exercise parent-time starting Wednesday morning and ending Friday morning; and

iii. Each parent shall alternate weekends exercising parent-time starting Friday morning and ending Monday morning.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Father	Father	Father/Mother	Mother	Mother/Father	Father	Father
Father	Father	Father/Mother	Mother	Mother	Mother	Mother

iv. The child exchange shall take place at the time the child's school begins with drop-off to school; or if school is not in session, at 9 a.m.

d. **Holiday parent-time:** The parents may create a holiday schedule. If the parents are unable to create a holiday schedule, holiday parent-time shall be pursuant to the holiday schedule described in U.C.A. §81-9-302(12) and described herein:

Holiday	Time Period	Years	Years
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		Father is Granted Holiday	Mother is Granted Holiday
Dr. Martin Luther King Jr. Day	Holiday begins Friday at 9 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 7 p.m. on the day before school resumes.	Odd years	Even years
President's Day	Holiday begins Friday at 9 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 7 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 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	Holiday begins Friday at 9 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 7 p.m. on the day before school resumes.	Even years	Odd years
Mother's Day	Holiday begins on Mother's Day at 9 a.m. Holiday ends on Mother's Day at 7 p.m.	Mother every year	Mother every year
Father's Day	Holiday begins on Father's Day at 9 a.m. Holiday ends on Father's Day at 7 p.m.	Father every year	Father every year
Independence Day	Holiday begins on July 3 <sup>rd</sup> at 6 p.m. Holiday ends on July 5 <sup>th</sup> at 6 p.m.	Odd years	Even years
Pioneer Day	Holiday begins on July 23 <sup>rd</sup> at 6 p.m. Holiday ends on July 25 <sup>th</sup> at 6 p.m.	Even years	Odd years
Labor Day	Holiday begins Friday at 9 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 7 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.	Odd years	Even years

	Holiday ends at 7 p.m. on the day before school resumes.		
Halloween	Holiday begins on October 31 <sup>st</sup> or the day 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.	Even years	Odd 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 7 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 <sup>th</sup> at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	Holiday begins on December 27 <sup>th</sup> at 7 p.m. Holiday ends at 7 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

e. **Uninterrupted parent-time:** 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)

- i. In even-numbered years, Mother may make a designation of uninterrupted parent-time at any time and Father may make a designation after March 1.
- ii. In odd-numbered years, Father may make a designation of uninterrupted parent-time at any time and Mother may make a designation after March 1.

iii. 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.

iv. The two weeks of uninterrupted parent-time take precedence over all holidays except for Mother's Day and Father's Day.

v. For 2026 only, Mother may make her designation by May 1 and Father may make his designation by May 15.

**h. 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.

i. **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 7 p.m.

j. **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.

k. **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 child returns to school.

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

a. The parties shall share parent-time transportation equally as they may agree, and if they do not agree, the receiving parent shall provide transportation for the minor children.

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. 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.

c. 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; and, third, if they still cannot agree, they will attend mediation narrowly focused on the issue in dispute. The parties shall evenly share the cost of mediation. If they still cannot agree, either party may raise the issue via the Court. 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.
- d. For emergency purposes, whenever the children travel with either parent overnight or longer, the following will be provided to the other parent:
- 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.
- e. All communication between the parties will be civil. The child will not be used as a messenger between the parties. The parties will communicate via any mutually agreed upon method. Communications that need to be preserved, such as agreements regarding adjustments to parent-time, shall be in writing (text, email, or co-parenting app).
- f. 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 parent-time schedule.

- g. Each parent shall 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.
- h. 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. If the parties do not have independent notice of an activity or event, the parties shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parties shall be entitled to attend and participate fully. Each party shall have an affirmative duty to seek out information about school events and activities by making sure they are on e-mail lists or regularly reviewing the school calendar, etc.
- i. Mother and Father shall be responsible for all costs associated with their own exercise of parent-time with the parties' minor children.
- j. Either parent may bring enforcement actions without the need of mediation.
- k. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the plan are not affected.
- l. 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.

10. MUTUAL RESTRAINING ORDERS: The Court shall 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 shall remove the children from such violations, or shall 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.

11. OUT-OF-STATE RESTRAINT. Except for properly noticed travel for the purpose of vacations or parent-time, the parties shall be permanently restrained from removing the parties' minor children from the State of Utah without the other parties' written consent. If a party does remove the children from the state, an immediate Pick-up Order shall be issued.

12. CHILD SUPPORT. Respondent is entitled to \$370.00 per month as 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 \$6,500.00 and Respondent's imputed monthly gross employment income of \$2,860.00 (based on earning \$16.50 per hour and imputed to work fulltime of 40 hours per week). The base child support obligation of Petitioner according to the guidelines is \$370.00 per month.

a. Pursuant to U.C.A. § 81-7-102, child support payments shall be effective the month immediately following the filing of this divorce action, so child support shall commence on March 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 shall be an automatic recalculation

of child support pursuant to the Child Support Guideline Tables in effect at that time. The monthly child support shall be paid one half on or before the 5<sup>th</sup> day of each month, and the other half on or before the 20<sup>th</sup> 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 5<sup>th</sup> day of the month is delinquent on the 6<sup>th</sup> day of the month. Child support due and not paid on or before the 20<sup>th</sup> day of the month is delinquent on the 21<sup>st</sup> day of the month.

b. Petitioner's income shall be subject to immediate and automatic withholding for the payment of child support through the Office of Recovery Services pursuant to U.C.A. § 26B-9-303 shall either party choose to pay or collect support through the Office of Recovery Services or upon the Office's own intervention. If support is not paid or collected through the Office, it shall be paid by any mutually agreed upon method that creates a record of payment, such as check, direct deposit, banking app, etc.

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

d. 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 shall be pursued.

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

(1) U.C.A. § 81-6-212(5)(a): If a child support order has not been issued or modified within the previous three years, a party may move the court to adjust the amount of a child support order.

(2) U.C.A. § 81-6-212(5)(b): If there is a difference of 10% or more between the payor's ordered support amount and the payor's support amount that would be required under the guidelines, and the difference is not of a temporary nature, the court shall adjust the amount to that which is provided for in the guidelines.

(3) U.C.A. § 81-6-212(3): A party may, at any time, petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. A change in the base combined child support obligation table is not a substantial change in circumstances for the purposes of this subsection.

(4) U.C.A. § 81-6-212(3)(c): A substantial change in circumstances may include:

- (i) material changes in custody;
- (ii) material changes in the relative wealth or assets of the parties;
- (iii) material changes of 30% or more in the income of a parent;
- (iv) material changes in the employment potential and ability of a parent to earn;
- (v) material changes in the medical needs of the child; and
- (vi) material changes in the legal responsibilities of either parent for the support of others.

(5) U.C.A. § 81-6-212(4): The court shall take into account the best interests of the child and determine whether a substantial change has occurred. If it has, the court shall then determine whether the change results in a difference of 15% or more between the

amount of child support ordered and the amount that would be required under the guidelines. If there is such a difference and the difference is not of a temporary nature, the court shall adjust the amount of child support ordered to that which is provided for in the guidelines.

f. If the Joint Custody Child Support Obligation Worksheet is used to calculate the base child support obligations herein, pursuant to U.C.A. § 81-6-101(15), both parents shall contribute to the expenses of the child in addition to paying child support, including, but not limited to, ½ the children's school fees and regular extracurricular activities.

g. Pursuant to U.C.A. § 81-6-211, shall the parent-time and custody award be pursuant to U.C.A. § 81-9-302, the base child support award shall be reduced by fifty percent (50%) for each child for time periods during which the child is with the noncustodial parent by order of the court or by written agreement of the parties for at least twenty-five (25) days of any thirty (30) consecutive days, or 25% for each child for time periods during which the child is with the noncustodial parent by order of the court, or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time. Normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement. The per child amount to which the abatement applies shall be calculated by dividing the base child support by the number of children included in the award.

13. CHILDCARE. Child support shall 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.

a. Prior to either party incurring any work-related childcare expense, childcare arrangements with nominal or no charge, such as with family or friends, shall be used first, and each party shall check with the other to ensure that work-related childcare arrangements with nominal or no charge are not available before incurring any childcare expense. A parent incurring work-related childcare 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 incurring the expenses fails to comply with these provisions.

b. The parent who does not incur childcare expenses shall begin payment his or her share of childcare expenses to the parent who does incur childcare expenses, on a monthly basis immediately upon presentation of proof of the childcare expense.

c. If the childcare costs cease to be incurred, the parties may suspend making monthly childcare expense payments while it is not being incurred, without obtaining a modification order.

d. The incurring party shall provide written verification of the cost and identity of the childcare provider to other party upon initial engagement and shall notify the other parent of any change in the childcare provider or monthly childcare expense within 30 calendar days from the date of the change. An incurring party may be denied the right to recover the other party's share of the childcare expenses if the incurring party fails to comply with this provision.

14. 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. The parent who can obtain the best insurance for the most reasonable price shall be required to maintain medical, hospital, dental and vision insurance for the dependent children where insurance is available at a reasonable cost and where 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 LEEANN BARNEY shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of JAYSON BARNEY shall 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 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 child.

c. Both parties shall 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 shall 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 shall 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.

15. UNINSURED MEDICAL AND DENTAL EXPENSES OF CHILD(REN). The Court shall 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 shall 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 shall 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.

16. TAX EXEMPTIONS. While there is an odd number of children and when there is only one child that can be claimed for income tax purposes, the parties shall alternate the right to claim the odd numbered child. In odd numbered tax years, Petitioner shall be entitled to two (2) exemptions for the parties' two oldest minor children on her taxes and shall be entitled to claim the two (2) oldest minor children as dependents for income tax purposes and Respondent shall be entitled to one (1) exemption for the parties' youngest minor child on his taxes and shall be entitled to claim the youngest minor child as his dependent for income tax purposes. For even numbered tax years, Respondent shall be entitled to two (2) exemptions for the parties' two oldest minor children on his taxes and shall be entitled to claim the two (2) oldest minor children as dependents for income tax purposes and Petitioner shall be entitled to (1) one exemption for the parties' youngest minor child on her taxes and shall be entitled to claim the youngest minor child as her dependent for income tax purposes. When there are two (2) eligible children, Father shall claim the oldest child and Mother shall claim the youngest child. When there is one (1) eligible child, Mother shall claim the child in odd numbered tax years and Father shall claim the child in even numbered tax years.

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.

17. ALIMONY. Petitioner and Respondent are both healthy, mature adults, able bodied and capable of employment. Therefore, neither party is in need of alimony from the other.

18. PERSONAL PROPERTY. During the term of this marriage the parties have acquired certain personal property. It is reasonable that said property shall be distributed as the parties agree; however, in the event parties are unable to agree the Court shall divide such personal property as is equitable. Petitioner alleges the following is an equitable distribution of the personal property:

a. To Petitioner:  
(1) Honda Odyssey

b. To Respondent:  
(1) Hyundai Elantra

c. Any other personal property shall be awarded as it is presently held by each party.

d. Petitioner agrees to remain on the loan for Respondent's Hyundai Elantra so that his rates and monthly payment stay the same. In the event that Respondent is more than 30 days late with any payment for the Hyundai Elantra, or if any late or missed payment is reported to the credit bureaus, Petitioner's name must be immediately removed from the loan and/or sold, traded-in etc. Respondent must indemnify and hold Petitioner harmless from the loan obligation or any financial obligation resulting from ownership, possession, or use of the Hyundai Elantra.

19. REAL PROPERTY. During the period of their marriage, the parties have acquired certain real property including a residence at 783 E 950 S, Provo, UT 84606, which property is held solely by Petitioner.

a. It is reasonable and proper that said real property be awarded to Petitioner as her sole and exclusive possession. Petitioner shall be solely responsible for all mortgage payments, taxes, insurance, utilities, maintenance, and other obligations associated with the Residence and shall hold Respondent harmless therefrom.

20. BUSINESS INTERESTS. The parties own no interests in any businesses.

21. ASSETS. The parties have the following financial accounts (bank: checking and savings, Venmo, cryptocurrency, HSA, etc.) which shall be divided and/or awarded as follows:

AFCU Checking ****2939	\$1,700	Award to Petitioner
AFCU Checking ****3849	\$30	Award to Respondent
AFCU Checking ****6837	\$1,900	Award to Petitioner

22. DEBTS. During the period of their marriage the parties have incurred certain debts and obligations, and the Court shall make a fair and equitable distribution of the same as follows:

a. Petitioner shall be ordered to pay and assume the following debts:

Visa/AFCU	\$4,688.50	Credit Card
AFCU	\$2,685.81	Bills
Hercules	\$17,312	Auto Loan (Honda)
Aidvantage	\$56,691.13	School
Intercap Lending	\$283,311	House
Laura/Trust	\$7,000	College
Respondent Medical Bills	\$2,350.65	Medical Bills (CPAP)

from 2025

b. Respondent shall be ordered to pay and assume the following debts:

Affirm	\$4,512	Spending
Toshiko/Credit Card	\$4,000	Moving
AFCU	\$16,934	Auto Loan (Hyundai)

c. Each party shall be ordered to pay and assume their own debts incurred after the parties' separation on or about September 15, 2025. Thereafter it is reasonable and proper that all debts and obligations contracted by the parties shall be the responsibility of the party who incurred the particular debt.

d. Each party shall indemnify and hold the other party harmless from any liability on the debts each party is ordered to pay. Pursuant to U.C.A. §81-4-406(3)(b), each party shall 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 of obligees.

23. RETIREMENT AND SAVINGS. During the period of their marriage, Petitioner has acquired a retirement benefits and/or savings plan. It is reasonable that Petitioner is entitled to the proceeds of her own plan.

24. 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.

25. ATTORNEY FEES AND COSTS. Each party shall be responsible for his or her own attorney fees in this matter up to the date of issuance of the Decree of Divorce.

26. DOCUMENT DELIVERY. Both parties shall 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. Shall 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 shall 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.\*\*\***

Approved as to form:

/s/ Erin Dickerson 5/8/26

Erin Dickerson

Attorney for Petitioner

/s/ Adam Forsyth

Adam Forsyth

Attorney for Respondent

Signed with permission given via e-mail on 5/8/26