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**FOURTH JUDICIAL DISTRICT COURT OF THE STATE OF UTAH
IN AND FOR UTAH COUNTY PROVO DEPARTMENT
137 North Freedom Blvd Provo, Utah 84604**

IN THE MATTER OF THE MARRIAGE OF:		DECREE OF DIVORCE
ALLISON ELDREDGE,	Petitioner	
And		
CODY RAY ELDREDGE,	Respondent,	Case Number: 254401976
STATE OF UTAH, Office of Recovery Services,	Intervenor.	Judge: Shawn R. Howell
		Commissioner: Marian Ito

The above-entitled matter has been presented to the Court. Petitioner is represented by attorney John S. Larsen. Respondent is represented pro se. Upon the Stipulation and Findings of Fact and Conclusions of Law, the court therefore enters this Decree of Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby:

ORDERED, ADJUDGED AND DECREED:

1) Jurisdiction And Venue

2) Residence. The parties are residents of Utah County, State of Utah, and have been for at least three (3) months immediately prior to the commencement of this action.

3) Marriage Information. Cody and Allison were married on August 1, 2007, and are currently married. The parties separated on or about November 2024.

4) Grounds for Divorce. During the course of this marriage, the parties have experienced irreconcilable differences making continuation of the marriage relationship impossible. A Decree of Divorce shall be entered, dissolving the bonds of matrimony.

5) General Jurisdiction. This Court has general jurisdiction over this matter, pursuant to Utah Code §78A-5-102(1).

6) Personal Jurisdiction. This Court has personal jurisdiction over the parties, pursuant to Utah Code §78B-3-205 and Utah Code §78B-15-604.

7) Venue. Venue is proper in this Court, pursuant to Utah Code §78B-15-605.

8) Home State Jurisdiction. The minor children have lived in Utah for at least six (6) consecutive months immediately before the commencement of this child custody proceeding, and Utah is the minor children's home state, pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act. Accordingly, this Court has jurisdiction to make initial child custody determinations with respect to the minor children.

9) Child Support Jurisdiction. This Court has jurisdiction to enter child support orders, pursuant to Utah Code §81-6-104(1) et seq. (Utah Child Support Act) and Utah Code §78B-14-101 et seq. (Utah Uniform Interstate Family Support Act).

10) Minor Children. There have been five (5) children born as issue of the marriage:

Minor Children's Initials	Month & Year of Birth
L.M.E.	June 2008

J.L.E.	May 2010
A.R.E.	March 2012
W.M.E.	August 2018
B.F.E.	February 2021

11) 1Custody.

- a) Allison shall be awarded the **sole legal and sole physical custody** of the minor children due to Cody being sentenced to prison for a minimum term of 15 years.

12) Parent-Time.

- a)Cody shall not be awarded parent time with any of the children due to the criminal courts permanent protective order against all the children.

13) VA Disability Benefits Cooperation and Non-Interference.

- a)The parties acknowledge that any apportionment, allocation, or distribution of Veteran's Administration (VA) disability benefits is governed exclusively by applicable federal law and VA regulations.

- b)Respondent shall fully cooperate, and shall cause any duly authorized Power of Attorney or agent to fully cooperate, with any lawful effort by Petitioner to seek apportionment or allocation of VA benefits on behalf of the minor children. Such cooperation shall include signing reasonable documents, providing necessary information, and refraining from any action intended to delay, obstruct, or interfere with the children's eligibility for benefits.

- c)Nothing in the Stipulation shall be construed as waiving the minor children's rights under federal law or limiting the authority of the VA to determine eligibility, allocation, or apportionment.

14) Child Support.

a)Allison is employed full-time and earns a gross monthly income of \$1,258.00 for purposes of calculating child support. Cody is not employed and is incarcerated for at least the next 15 years at the Utah State Prison and his income should be imputed at \$0 for purposes of calculating child support. The sole custody worksheet should be used to calculate child support. In accordance with Utah Code 81-6-203 and the sole custody worksheet, Cody should be ordered to pay child support to Allison for the parties' children in the amount of \$30.00 per month beginning May 1, 2026. The child support will be paid until (1) a minor child reaches the age of majority or graduate High School in the expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 78A-6-801 et seq.

b)This child support is currently administered by the Office of Recovery Services (ORS).

c)The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5 (1953 as amended). Any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payers.

d)Child support will be paid in two increments each month; half on the 5th and half on the 20th of each month.

e)However, the parties stipulate that in lieu of Cody paying \$30.00 per month in child support, the children will receive any VA benefits available to them through Cody's

available VA benefits and these VA payments will be considered Cody's child support payment obligation instead of the \$30.00 per month payment as stated herein.

15) Health Insurance and Unreimbursed Medical Expenses

a)In accordance with U.C.A. 81-6-208, insurance for the medical and dental expenses of the minor children shall be provided by the party who can obtain the best coverage, if it's available at a reasonable cost. The parties shall provide health care coverage for the medical expenses of their minor children as defined in 81-6-101.

i)Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children'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.

ii)If both parties provide private insurance for the children at the same time neither party shall reimburse the other party for the monthly premium actually paid.

iii)Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments that are incurred for the dependent children and actually paid by the parents.

iv)The parent(s) who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance

carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

v)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. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

vi)If, at any point in time, the dependent minor child is covered by the health, hospital, or dental insurance plans of both parents, Allison's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor child and Cody's health, hospital, or dental insurance plan shall be secondary coverage for the minor child. If a parent remarries and the minor child 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 minor child.

16) Future Income or Benefits.

a)To the extent Respondent receives income, disability benefits, retirement benefits, or other compensable income in the future, child support shall be calculated pursuant to Utah statutory guidelines based upon qualifying income as defined by law.

b)No provision of the Stipulation shall prevent application of statutory child support guidelines to future income.

17) Debt Responsibility and Indemnification.

a)Except as otherwise specifically provided herein, each party shall be solely responsible for debts incurred in his or her own name and shall indemnify and hold the other party harmless from any liability thereon.

b)Petitioner intends to seek relief under federal bankruptcy law. Respondent shall not pursue, assign, or permit enforcement of any claim against Petitioner for debts allocated to Respondent under the Stipulation.

c)In the event any creditor attempts to collect from a party for a debt assigned to the other party, the responsible party shall indemnify, defend, and reimburse the other for any sums paid, including reasonable attorney fees and costs incurred in addressing such claim.

18) Firearms and Equalization Payment.

a) The parties acknowledge that certain firearms currently in the possession of Respondent's father were acquired during the marriage.

b)Petitioner shall waive any claim to possession or ownership of said firearms in exchange for an equalization payment in the amount of Three Hundred Dollars (\$300.00), representing the agreed fair market value of said firearms.

c) Payment shall be made within thirty (30) days of signing the Stipulation.

d)Upon timely payment, Petitioner shall release and forever waive any and all claims related to the firearms. This equalization payment constitutes a final division of marital property concerning the firearms and is not child support.

19) Tax Return/Tax Benefits.

a)Beginning with the 2025 tax year, the parties shall file their own separate taxes. Each party shall be solely responsible for any liability incurred by filing their own separate taxes and will be awarded any refund acquired therefrom.

b)Allison shall be awarded all the child tax credits for each child on her personal taxes every year.

20) Marital Home.

a) 2The parties did not acquire real property during their marriage.

21) Vehicles.

a) Neither party is the legal owner of a vehicle at this time.

22) 3Personal Property.

a)Personal Property. The parties acquired personal property during the marriage. Each party shall be awarded their own personal property and effects. All marital property has previously been divided, and the party in possession of any item of marital property is awarded that property free and clear of the other, except as otherwise provided below.

b)The Christmas decorations that were given to the parties jointly by Cody's grandmother shall be given to the parties' children in equal shares.

c)Additionally, all patriotic décor that Cody received as gifts from family or friends shall be delivered by Petitioner to Cody's parents within ninety (90) days of the signing of the Stipulation.

23) Sentimental Family Photos and Videos.

a) If motion practice or court intervention is required to obtain the release and extraction of non-contraband photographs, each Party shall be responsible for their own expenses incurred in seeking such relief, including attorney's fees, filing fees, and any forensic or technical costs. Neither Party shall be required to advance, front, or cover the expenses of the other Party. The Court retains authority to allocate or reallocate such expenses between the Parties as the Court deems appropriate.

24) Email Access

a) The Parties agree that Petitioner shall cooperate in good faith to assist Respondent's duly appointed Power of Attorney ("POA") in obtaining access to Respondent's Gmail account. Petitioner shall take all actions reasonably within her control to facilitate such access; however, the Parties acknowledge that Petitioner may not currently have direct access to the account.

25) Bank Accounts.

a) Each party shall be exclusively awarded any and all bank accounts held solely in his/her name, free and clear from the other party. All joint bank accounts will be awarded to Allison and then immediately closed.

26) Retirement/Financial Accounts.

a) Cody acquired a 401k retirement account during the marriage. The account has a very small balance. The account shall be awarded to Allison in its entirety. Allison shall prepare a Qualified Domestic Relations Order to receive the balance of the account and shall be solely responsible for all costs and expenses related thereto.

27) Non-Marital and Post-Separation Debts.

a) Any non-marital debt (including premarital obligations and individual obligations not incurred for marital purposes), and any debt incurred by either party on or after the parties' separation date (the "Separation Date"), shall be the sole obligation of the party who incurred the debt.

28) Bankruptcy Acknowledgment and Effect.

a) The Court acknowledges that Petitioner, Allison Eldredge, intends to, or has, filed for bankruptcy. Petitioner's discharge shall relieve her of personal liability on debts discharged in that proceeding, including joint marital debts. Such discharge does not constitute a breach of this Decree and does not create any right in Respondent to indemnity, contribution, or reimbursement from Petitioner for discharged obligations. As between the parties, the allocations in remain in effect to the fullest extent permitted by law.

29) No Joint Bankruptcy / No Duty to Cooperate.

a) The parties shall not file a joint bankruptcy. Petitioner has no obligation to assist, coordinate, or communicate regarding any bankruptcy filed by Respondent. Any bankruptcy by Respondent shall be separate, and Respondent shall bear all duties and costs associated therewith.

30) Miscellaneous

31) Execution of Documents.

a) Both parties shall promptly sign, execute, and deliver any documents, forms, applications, or other instruments necessary to carry out, effectuate, or implement the terms of the Stipulation and the resulting Decree. This obligation includes, but is not

limited to, documents required by courts, government agencies, financial institutions, or third parties to ensure that the provisions of this agreement are fully performed.

32) Mediation Waiver.

a) The parties have fully settled all issues; therefore, they waive and are excused from mediation for purposes of entry of the Decree.

33) Asset Division/Financial Claims.

a) The Stipulation resolves the asset division and all financial claims either party has against the other through the date of the signing of the Stipulation.

34) Former Name.

a) Allison shall be restored to her maiden name of “Drown” if she so chooses.

35) Conduct, and Child-Centered Communication Restrictions

a) A permanent protective order is in place between the parties. All terms and restrictions of that order shall remain in full force and effect and are incorporated herein by reference. The parties acknowledge that the protective order supersedes any conflicting provision of this Agreement, and nothing herein shall be construed to limit or modify its terms.

b) In recognition of the protective order, the underlying safety concerns, and the need to foster a stable, healthy environment for the minor children, the parties shall have no direct contact with one another except as expressly permitted by court order, through legal counsel, or via a court-approved communication platform when necessary to address matters involving the children. Any such communication shall be respectful,

limited to child-related topics, and conducted in a manner that reduces conflict and protects the children's emotional well-being.

c) Each party is prohibited from making disparaging, derogatory, intimidating, manipulative, or alienating remarks about the other party in the presence of the minor children or directed toward them, whether verbally, in writing, electronically, or through indirect means. Neither party shall involve the children in discussions of litigation, allegations, or the circumstances underlying the protective order. The parties shall support the children's right to love and maintain a safe, healthy relationship with both parents (consistent with court orders) and shall actively refrain from behaviors that could damage that relationship.

d) Each party shall have an affirmative duty to ensure that third parties under their control or influence, including, but not limited to, relatives, romantic partners, household members, caregivers, and close associates, do not engage in conduct that would violate this provision or harm the children's emotional health. This includes making disparaging remarks, attempting to discuss litigation with the children, or exposing them to hostile, inappropriate, or manipulative behavior. If such conduct occurs, the responsible parent must take prompt, reasonable steps to stop it, prevent its recurrence, and remove the children from the environment immediately if necessary.

e) Both parties shall strictly comply with all terms of the protective order and shall not engage in any conduct, directly or indirectly, that would violate the order or place the children at risk of harm, coercion, manipulation, or emotional distress. Any violation of

this provision, including failure to act to prevent harmful conduct by third parties, may be treated as a violation of a court order and subject to appropriate legal remedies.

36) Identity.

a) 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.

37) Final Stipulation.

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

38) Full Disclosure.

a) Each party warrants to the other that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury and may allow a party to bring a claim regarding any undisclosed asset. The property referred to in the Stipulation 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.

39) Alimony.

40) Each party hereby knowingly and voluntarily waives any claim to past, present, or future alimony from the other, and the Court shall have no continuing jurisdiction to award alimony to either party.

41) Attorney Fees and Costs.

a) Each party shall assume and pay his/her own costs and attorney fees incurred in this action.

42) Execution of Final Documents.

a) The parties agree that a final Decree of Divorce may be entered reflecting the terms of the Stipulation. Both parties shall sign and fully execute the final documents that are necessary to implement the provisions of the Decree of Divorce.

43) Effective Date.

a) The Stipulation becomes effective when signed by all parties.

Approved as to content and form

/s/ John Seegrist – signed with permission via email 4.17.2026

John Seegrist

LPP for Petitioner

/s/ Janet Munoz – signed with permission via email 4.16.2026
Janet Munoz
Attorney for Intervenor

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

TO: Allison Eldredge
Petitioner

NOTICE is hereby given that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned attorney for Petitioner will submit the above and foregoing ORDER to the Fourth District Court in Utah County for signature, upon expiration for seven (7) days from the date of this notice, plus three (3) days for mailing, unless written objection is filed prior to that time.

DATED and SIGNED this 15th day of April 2026.

/s/ John S. Larsen
Attorney for Petitioner

CERTIFICATE OF SERVICE

I do swear that the foregoing document was delivered to the undersigned individual this
15th day of April 2026:

John Seegrist
LPP for Petitioner
Email

Janet Munoz
Attorney for Intervenor
Email

/s/ Joni Kraus
JONI KRAUS
Legal Assistant