



Aaron R. Harris (12111)
Lacee M. Whimpey (14836)
SMITH LC
2912 W. Executive Pkwy, Suite 240
Lehi, Utah 84043
Phone: (385) 309-0000
aharris@smith-lc.com
lwhimpey@smith-lc.com
Counsel for Jared Layton

**IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH**

In the matter of the marriage of:

TERESA ANN LAYTON,
Petitioner,

and

JARED LAYTON,
Respondent.

DECREE OF DIVORCE

Case No. 244400302
Judge Thomas Low
Commissioner Marian Ito

This matter comes before the Court for entry of a Decree of Divorce in the above-captioned matter. More than thirty days have passed since this matter was filed with the Court. On March 16, 2026, the parties entered into a Stipulation and Settlement Agreement (the "Stipulation"), which is a full and final resolution to all matters and issues arising from this divorce action and which was filed with the court March 17, 2026 (DN 185). The Court, having reviewed the filed documents, and based on its Findings of Fact and Conclusion, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1. **Divorce.** The bonds of matrimony and the marriage contract heretofore existing between Petitioner Teresa Ann Layton ("Teresa") and Respondent Jared Layton ("Jared") are

hereby dissolved, and the parties are granted a divorce from one another based on the grounds of irreconcilable differences. This Divorce is to become absolute and final immediately upon the signature of the Court and entry by the Clerk.

2. **Residency.** Petitioner is a bona fide resident of Utah County, State of Utah, and has been for more than three (3) months immediately prior to the filing of this action.

3. **Marriage Information.** Petitioner and Respondent were married on September 12, 2003 in Nauvoo, Illinois, and are presently married.

4. **Children.** The Petitioner and Respondent are the biological parents of three (3) minor children, namely:

- a. B.L., born in January 2009;
- b. C.L., born in July of 2011; and
- c. DL, born in July of 2015.

5. There are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court.

6. **Jurisdiction.** Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §81-6 et seq., in that Utah is the home state of the minor children at the time of commencement of this proceeding.

7. **Child Custody.** The parties are awarded joint legal custody and joint physical custody of the minor children. Teresa shall be designated as the primary residential parent.

8. **Parent Time.** Parent time shall be as the parties agree. If the parties are unable to agree, parent time shall be pursuant to Utah Code §81-9-303 as modified below.

a. Jared's parent time shall be every other week on Thursday after school to Monday morning with Jared dropping the children off at school.

b. On the off week, if Jared is in Utah, he will have parent time on Thursday after school to Friday morning with Jared dropping the children off at school.

c. Jared shall have two weeks of uninterrupted parent time in the summer. One of Jared's uninterrupted weeks shall be elected in one block of seven consecutive days. The other uninterrupted week may be elected in either one block of seven consecutive days or two blocks of three and four days respectively.

d. Parent time includes any snow days, teacher development days, or other days when school is not scheduled and fall on that parent's scheduled parent time.

e. Each parent shall provide notification to the other parent of the parent's plans for scheduled vacations during summer break. Each parent can elect to have two 1-week vacations of uninterrupted parent time over the summer break.

f. Every year Jared shall have first election of dates for his vacation weeks and Teresa shall have second election of dates for her vacation weeks. Teresa shall be guaranteed one full uninterrupted week at her family's cabin. Jared shall give notice of all dates he elects for his summer vacation dates on or before April 15. If Jared's election conflicts with all of the weeks during which Teresa's family is assigned use of the cabin (meaning there is not one full week available to Teresa for parent-time at her family's

cabin because of Jared's election), Teresa shall notify Jared of the conflict within 7 days of Jared's election, or by April 22, whichever is later. Within 7 days of Teresa's notice of conflict or by April 29, whichever is later, Jared shall revise his election so it does not conflict with one of the weeks Teresa's family is assigned use of the cabin. Teresa shall give notice of the dates she elects for her one week of parent time at her family's cabin no later than April 30. Teresa's election may not conflict with Jared's election.

g. Two of the children's birthdays are in July. Either parent may elect a summer parent time that conflicts with the other parent's holiday birthday parent time for either of the child's birthdays and the summer parent time election will take priority over the birthday. However, the other parent is entitled to elect a makeup day of their choice for the child's birthday, with Teresa's election being included with her summer time election and Jared's election occurring within 7 days of Teresa's election.

h. 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.

9. **Holiday Parent Time.** Jared is designated as the noncustodial parent for purposes of defining holiday parent time pursuant to Utah statute. The following table is the holiday schedule for parent-time:

Holiday	Holiday Time Period	Years Jared is Granted Holiday	Years Teresa Parent is Granted
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; or (b) the time that school is regularly dismissed at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Even years	Odd years
First School Spring Break (usually in February)	(1) Holiday begins at the time school is regularly dismissed for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Every year	

Second School Spring Break (usually in April)	(1) Holiday begins at the time school is regularly dismissed for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school. If the April LDS Church General Conference Weekend occurs during the Second School Spring Break, Jared's conference weekend holiday takes priority, but Teresa is entitled to two overnights of makeup parent time at her choosing.		Every year
April LDS Church General Conference Weekend	Jared has children from Saturday morning at 9 a.m. through the weekend until school resumes on Monday or at 9 a.m. if school is not in session.	Every year	
Mother's Day	(1) Holiday begins the day before at 7 p.m. (2) Holiday ends on Mother's Day at 7 p.m.		Every year
Memorial Day	Jared should have 7 days of parent time beginning on the last day of school at the time school is regularly dismissed. The Memorial Day Holiday should be included in Jared's holiday.	Every year	
Father's Day	(1) Holiday begins the day before at 7 p.m. (2) Holiday ends on Father's Day at 7 p.m.	Every year	
Independence Day	Holiday shall be 7 days long, and should include the 4 th of July, which 7 days shall be designated by Jared by April 15 of each year.	Every year	

Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; or (b) the time that school is regularly dismissed; at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
October LDS Church General Conference Weekend	Custodial parent has children from Saturday morning at 9 a.m. through the weekend until school resumes on Monday.		Every year
Fall School Break	(1) Holiday begins at the time when school is regularly dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break.	Every year	
Thanksgiving Break	Holiday begins at the time school is regularly dismissed for the Thanksgiving Holiday (usually the Friday before Thanksgiving). Holiday continues until the children return to school.		Every year
Winter Break (First Half)	(1) Holiday begins at the time school is regularly dismissed on the day that school dismisses for winter break. (2) Holiday ends at 4 p.m. on the day following the date that is halfway through the holiday period from school (with an interruption on Christmas Eve, as set forth below).	Odd years	Even years

Winter Break (Second Half)	(1) Holiday begins at 4 p.m. on the day following the date that is halfway through the holiday period from school. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Christmas Eve	Holiday begins on December 23 rd at 4 p.m. Holiday ends at 4 p.m. on December 24 th .	Even years	Odd years
Christmas Day	Holiday begins on December 24 th by 4 p.m. and continues through the 1 st half of winter break schedule.	Odd years	Even years
Day of Minor Child's Birthday	(1) Holiday begins at 9 a.m. (2) Holiday ends at 9 p.m. This holiday is subject to the requirements of extended parent time set forth in paragraph 8(g) above.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 9 a.m. (2) Holiday ends at 9 p.m. This holiday is subject to the requirements of extended parent time set forth in paragraph 8(g) above.	Odd years	Even years

Parents' Birthdays	(1) Holiday begins at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 5 p.m. at the election of the parent granted the holiday. (2) Holiday ends at: (a) 7 p.m. if it is a school night. (b) 9 p.m. if it is not a school night. If Jared's birthday occurs during the Second School Spring Break, Teresa's spring break holiday takes priority, but Jared is entitled to one day of makeup parent time at his choosing.		
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10. Parenting Plan. The following Parenting Plan shall apply:

- i. **Parent-time Transfers.** The transfer of the children at the beginning of parent-time shall be by:
 - a. Receiving parent who has parent-time. The receiving parent shall pick up children from school on school days that coincide with their parent time, or from the other parent's house at the beginning of parent time.
 - b. Exception is on Christmas Eve. Parent who has parent-time shall drop off children at the other parent's house no later than 4 p.m.
- ii. **Decision-Making**
 - a. Each parent shall make day-to-day decisions for the children during the time they are caring for the children.

- b. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

iii. **Joint Decision-Making**

- a. The parents shall share responsibility for making major decisions about the children. If there is a disagreement, the parents shall resolve the dispute as provided in the Resolving Disputes section below.

iv. **Religion**

- a. The children's Membership records with the Church of Jesus Christ of Latter Day Saints shall be held in Teresa's ward.
- b. The children shall go to church with the parent who has parent-time.
- c. All ordinations and advancements in the Priesthood shall be Jared's right to perform.
- d. Jared can attend church activities that are father-invited activities and those events honoring the minor children or in which the minor children are performing e.g., summer campouts.

v. **Education Plan**

- a. The children can continue to go to their present private school. Any change to the school shall be made by the mutual decision of Teresa and Jared.

vi. **School Access**

- a. Both Jared and Teresa have the authority to check the children out of school.

b. Both Jared and Teresa shall have access to the children during school.

vii. **Educational Expenses**

a. Pursuant to her agreement, Teresa shall pay all educational expenses, including tuition, any additional fees, and uniforms so long as the children attend their current private school. Neither Jared nor Teresa will tell the children who has or will pay any of their school expenses.

viii. **Required School Volunteer Hours**

a. Teresa shall complete one-half of the amount of volunteer hours required by the children's school.

b. Jared shall complete one-half of the amount of volunteer hours required by the children's school.

ix. **Parent-Time on School Days**

a. The party with the minor children in his/her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time.

x. **Communication With Each Other**

a. The parties shall use Our Family Wizard app for messaging one another for parent time and for calendaring important school, church, and other events in which any of the children are involved. By March 23, 2026, each parent shall set up Our Family Wizard, and shall be responsible for the payment of

any expense related to their own account. Parents can also communicate with each other by email.

- b. The parties shall conduct their communications in a business-like manner without assuming intents, placing blame, or disputing what happened in the past. The parties shall keep communications productive and respect boundaries Issues over which the parties are in conflict shall never be addressed in the presence of the minor children or where the minor children may overhear.
- c. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

x. **Communication With the Children.** The parents shall:

- a. Provide age-appropriate help to the children to communicate with the other parent.
- b. Give the children privacy during their communication with the other parent.

The parents shall not interfere with or monitor communication between the children and the other parent.
- c. The children may contact either parent at any time the child desires to.
- d. Parents may reasonably communicate with the children by telephone, texting, or e-mail at reasonable hours.

xi. **Records and Information Sharing**

- a. Both parents shall have access to records and the ability to consult with providers regarding education, child care, and health insurance.
- b. A parent shall notify the other parent within 24 hours of scheduling, or receiving notice of the date of, any medical appointment for, or other significant event of, any minor child. Both parents shall have the right to attend any medical appointment or significant event of any child.
- c. Both parents shall be respectful and considerate of each other at such events. When scheduling parent teacher conferences and similar activities, each party shall be responsible for scheduling their own parent teacher conferences which will be attended separately from the other parent.

xiii. Travel by the Children

- a. For emergency purposes, whenever the minor children travel overnight or out-of-state with a parent, the parent shall provide the following information to the other parent: (i) an itinerary of travel dates; (ii) destinations; (iii) places where the minor child or traveling parent can be reached; and (iv) the name and telephone number of an available third person who would be knowledgeable of the minor child's location.
- b. An itinerary of travel dates shall be defined as a list and contact information of the residence, hotel, or other accommodations where a minor child will be sleeping each night of travel.

xiv. Child Care

- a. Until he reaches the age of 11 ½, D.L. shall not be left alone for longer than 20 minutes without a phone.

xv. **Extracurriculars**

- a. Extracurricular activities belong to the children, not the parents. Each parent has an equal right to attend a child's extracurricular activities and events, regardless of whose parenting time occurs during the event. Any parent made aware of such an upcoming event is required, promptly upon being made aware, to inform the other parent. It is the responsibility of parents to discuss activities important to the children in advance, including times, dates, and transportation needs, so that the children are not deprived of activities and maintaining friendships.
- b. For activities that may affect the other parent's parenting time, no later than 14 days prior to enrolling a child, the parent proposing the activity must notify the other of all potential impacts on the other's parenting time. Within 5 days of receiving notice of the proposed activity, the other parent must indicate whether they agree/disagree with allowing the activity to impact their parenting time. If a parent does not respond within 5 days of receiving notice of the proposed activity, they will be presumed to have consented to the activity. Neither parent shall discuss the other parent's willingness or unwillingness to schedule extracurricular activities with the children, or

encourage or consent to such activities without written approval from the other parent. Consent shall not be unreasonably withheld.

- c. The parties shall equally share the cost of all agreed-upon extracurricular activities. If possible for both parents to pay their portion directly to the service provider, the party initially proposing the expense shall provide to the other parent, no later than 7 days prior to initial payment, details necessary to arrange direct payment. Each parent is responsible for paying their portion of the expense in a timely manner, and will provide proof of payment to the other parent upon request, within 14 days of such request.
- d. If direct payment is not possible, the parent who incurs an expense is responsible for promptly requesting payment from the other parent in writing, providing proof of purchase, within 14 days of initial payment. The obligated parent shall reimburse their portion within 14 days of receipt of reimbursement request.
- e. A parent may implement activities that can be implemented during only their parent time without the consent of the other parent at their own cost. However, the other parent will still be notified of the activity and schedule and be allowed to attend.
- f. Parents shall discuss extracurricular activities that children are interested in participating in. If agreed upon, the costs associated with the activity will be split evenly between both parents.

- g. The parent exercising parent time shall be responsible to take child/children to scheduled extracurricular activities.

xvi. **Family Event Conflicts**

- a. 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 child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

xvii. **Claiming Children on Taxes**

- a. For the 2024 tax year, Teresa may claim all four children and Jared will amend his tax return to not claim any of the children.
- b. For the 2025 tax year, Jared may claim the three minor children.
- c. Starting in 2026, Jared shall claim B.L. and D.L. in even years and C.L. in odd years. Starting in 2026, Teresa shall claim C.L. in even years and B.L. and D.L. in odd years.

xviii. **Phone Expenses for Children**

- a. Jared shall pay all expenses for phones belonging to the children, including purchase of a phone and the total monthly cost of the phone plan.

xix. **First Right of Refusal**

- a. Pursuant to Utah Code Ann. §81-9-202, parental care shall be presumed to be better care for the children than surrogate care; until a child reaches

the age of fourteen (14), each party shall have the option to care for the minor child during any time in which the other party shall be away from the child for four (4) hours or longer; once a child has reached the age of fourteen (14), each party shall have the option to care for the minor child during any time in which the other parent shall be away from the child overnight or longer; the party exercising this right of first refusal shall be responsible for transportation at such times.

xx. **Relocation of a Parent**

- a. If either parent moves more than 149 miles from the other parent, Utah Code §81-9-209 will apply. This applies to the residence Jared maintains in Utah.

xxi. **Changing the Plan**

- a. This plan remains in effect until changed. Unless otherwise ordered by the court, a change must be agreed to by both parties and all changes must be made in writing.

xxii. **Resolving Disputes**

- a. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children.

- b. If the parents are unable to agree, they shall first consult with the relevant professionals and again attempt to reach an agreement. If the parents are still unable to agree, they shall go to mediation before bringing the issue to court.

xxiii. **Other Terms That Are Important to Parents and Children**

- a. Phones for Children. Both parents shall have complete access to children's phones, including passcodes and access to add/delete apps, monitor/limit usage and add safety measures. Phones are not allowed in bedrooms. No phone shall be connected to one parent's Apple ID.

xxiv. **Additional Parenting Responsibilities, Expectations or Commitments**

- a. Teresa will keep in her possession all important documents for children, including but not limited to birth certificates and passports. These documents will be readily available to Jared if the need arises.

11. Drugs and Alcohol. The parties are restrained from consuming illegal drugs and alcohol, and from abusing prescription drugs, for 24 hours prior to their parent time and during their parent time. The parties shall also keep the children away from third parties who are doing so.

12. Mutual Restraining Order.

- 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(s) regarding custody or visitation.

- 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. Neither party shall request or encourage the children to hold back information from the other party, which shall otherwise be divulged to the other party by 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 parenting 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 circumstances.

- f. Both parties are restrained from disparaging the other on social media or any other public forum.

- g. The parties shall not live within the same LDS ward or Stake as each other.

13. Child Support. Jared is self-employed and is imputed \$11,250 gross monthly income.

Teresa is employed part time and is imputed a gross monthly income of \$6,000. Child support shall be calculated based upon Teresa having 220 overnights and Jared having 145 overnights.

Based upon Utah Child Support Guidelines for 3 children, Jared shall pay Teresa \$1,240 in monthly child support.

a. Child support shall be payable on the 20th day of each month.

b. Child support for each child shall continue until the child turns 18 or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or has otherwise emancipated according to Utah law.

c. Child support shall begin accruing on August 1, 2025.

d. If a child support payment is more than 30 days late, Jared's income shall be subject to income withholding by the ORS in accordance with Utah Code Ann. §62a-11-501.

14. Alimony. Jared shall pay Teresa \$2,760 per month for alimony beginning August 1, 2025.

This payment shall take place on or before the 20th day of each month. This amount of \$2,760 shall continue for 10 years, with the last payment in July 2035. Alimony shall automatically terminate upon the remarriage or cohabitation of Teresa or upon the death of either party.

15. Child Support and Alimony Arrearages. Jared shall pay Teresa \$42,500 by September 10, 2025, and such payment shall fully satisfy all of Jared's child support, alimony, and any other support obligations as of July 31, 2025.

16. **Childcare Expenses.** Each party shall be responsible for their own necessary work, career, or occupational training-related childcare expenses.

17. **Medical Expenses.** The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor children in accordance with Utah Code § 78B-12-212. Jared is currently providing said insurance. The parties will continue to insure their children at the level they currently do, regardless of who is providing that insurance. The parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

a. The parent providing insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before December 15th of each calendar year if there is a change in the previous coverage or provider. The parent providing insurance shall notify the other parent of any change of insurance carrier or benefits within 30 calendar days of the date they first knew or should have known of the change. The parent providing insurance shall provide the other parent the login and password connected with the health insurance plan.

b. If, at any time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Jared shall be considered the primary coverage for the children, and the health, hospital, or dental insurance plan of Teresa shall be considered the secondary coverage for the children.

c. Each party shall share equally in the child's portion of the health insurance premium as set forth in Utah Code section 81-6-208. Additionally, each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments incurred for the dependent children and actually paid by the parents. Dental procedures for any of the children shall be shared equally up to \$2,000 (\$1,000 each) and Teresa shall cover anything up and above \$2,000 for any given procedure.

d. Each 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 shall 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 shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

e. The parties shall follow U.C.A. §15-4-6.7. Pursuant to U.C.A. §15-4-6.7, §81-3-105, and §81-4-501(2)-(4), when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to U.C.A. §81-9-302, §81-4-204, or §81-7-102, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the

creditor make a negative credit report under U.C.A. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

18. Real Property. The marital home located at 681 West 2760 North, Pleasant Grove, Utah 84062 is awarded to Teresa, together with responsibility for the mortgage thereon. Teresa shall hold Jared harmless on all debts and liabilities associated with the home.

19. Personal Property. During the course of the marriage relationship, the parties have acquired certain personal property. The personal property shall be divided as follows:

a. **Teresa shall own:** mouse sander; scroll saw; lathe; Teresa's mower; one-half of the woodshop tables and chairs; one-half of the storage cabinets and storage bins; exercise bike and elliptical machine; living room t.v.; master bedroom t.v.; all holiday tubs; 2 Christmas trees; piano; all instruments; white desk and lamp; Tallie's bed, dresser, and night stand; King bed, night stands, and black dresser; Decker's bed, 2 bookshelves, desk, and dresser; Teresa's backpacking backpack; one-half of the camping chairs; basement couch; 2 outdoor egg chairs; 6 Adirondak chairs; life jackets; car carrier; outdoor bench; outdoor round black table; outdoor flower pots; large mirror in master bedroom; pool/ping pong table; chess board; the adult books Teresa purchased and the books Teresa received from her grandmother; 3 Jenna paintings (including Boston coastline); framed large Jesus picture; 4 gray kitchen chairs; lawn mower; 1 outdoor storage tub; 3 living room chairs; lighter wooden kitchen table, chairs, and

benches; grandmother's china; kitchen dishes and bakeware; both KitchenAid mixers; 2 white single beds; and one-half of the craft office supplies and furniture. Teresa shall own computers and printer currently within her possession.

b. **Jared shall own:** All tools except the scroll saw; lathe; the mouse sander; Teresa's mower; and one-half of the woodshop tables and chairs. This includes one-half of the woodshop tables and chairs; yard tools (except Teresa's mower); table saw; miter saw; drill press; jig saw; circular saw; and all drills. Respondent shall own one-half of the storage cabinets and storage bins; queen bed; loft desks, chairs, bookcases, round table, and storage drawers, as currently possessed; one-half of the craft office supplies and furniture; garage cubbies; Jared's electric scooter; sports equipment, as currently possessed; wagon; round dining table and chairs; outdoor movie stuff; grill; inflatable kayak; 2 paddle boards; all the guns; Opa's swing and pond rocks; all camping equipment (exception is that equipment belonging to each child may be used to camp with either parent, and Teresa's backpacking backpack and one-half of the camping chairs); Peru and Olympic tubs; rower exercise equipment; basement t.v.; gym t.v.; sonos and AV equipment; roller shelves; all ladders; extra freezer; Decker's cubbies; Caleb's bed, dresser, night stand, and desk; Beckett's bed, dresser, and night stand; game table and chairs; outdoor sectional; 2 living room sofas; pressure washer; misting system; 1 outdoor storage tub; white corell kitchen plates, garage shelving unit, dutch ovens, large orange water jug, igloo cooler, metal keg. Jared shall own computers and printer currently within his possession.

c. The following items shall be equally split between the parties as follows:
all books (other than the adult books purchased by Teresa and the books Teresa received from her grandmother); all games; all puzzles; all legos; all toys; all toy cubbies; all art (other than the Jenna paintings); and all holiday decor. If necessary, the parties will do a “draft” by rotating which person gets the first choice of a specific type of personal property.

d. Teresa shall copy all of their pictures of the children to a thumb drive or external hard drive for Jared (thumb drive to be provided by Jared). Teresa shall also grant Jared access to the website on which Teresa used to create baby books/photo albums for the children or Teresa shall include copies of all baby books/photo albums on the thumb drive or external hard drive with the other photos.

e. Any asset in Jared’s list not wanted by Jared shall first be offered to Teresa. If Teresa does not want his items, Jared is responsible for removing these items from marital home.

f. Any asset in Teresa’s list not wanted by Teresa shall first be offered to Jared. If Jared does not want her items, Teresa is responsible for removing these items from marital home.

g. Jared is awarded his canoe that is currently located at Teresa’s family cabin. The cabin is not accessible during winter months. When the cabin becomes accessible between Memorial Day and Labor Day, Jared shall be entitled to retrieve his canoe from Teresa’s family cabin upon providing Teresa 48-hours of advanced notice.

Teresa will then ensure that someone will be present at the cabin to allow Jared to retrieve his canoe. Any additional items of personal property shall be divided as the parties agree. If no agreement can be reached, the parties should attend mediation.

h. Jared shall provide Teresa notice of three days on which he wants to come to the home to pick up his personal property, and notice shall be given at least 7 days in advance. If any of the dates Jared proposes do not work for Teresa, she shall propose at least two alternative dates for each date that does not work within 2 days of receiving the dates from Jared. If Teresa is not at the home when Jared picks up his personal property, she shall either designate a third party who has authority to make decisions regarding the division of ancillary personal property that is not addressed above or the parties shall schedule a date after Jared picks up his personal property to discuss the division of ancillary personal property that is not addressed above.

20. **Vehicles**. The parties acquired vehicles during the course of the marriage, which are awarded as follows:

Vehicle Description	Awarded to:
Honda Pilot	Jared
VW Atlas	Teresa
Hyundai Tucson	Teresa

- a. Teresa is awarded the Hyundai Tucson for access to the parties' teenager.
- b. The parties shall cooperate in signing the title(s) on the vehicles the other party is awarded and exchanging the title(s) and keys in their possession to the party awarded the vehicle(s) within thirty (30) days of the signing of the Stipulation.

c. Each party will be responsible for the debt, maintenance and insurance on the vehicles(s) he/she is awarded, holding the other harmless therefrom.

21. Debts. The debt shall be divided as follows:

a. Neither party shall incur any additional liability on joint credit cards or any joint accounts.

b. Each party shall be responsible to pay any other debt he or she individually incurred.

c. If any other joint debts are later discovered and not stated and divided within the Decree of Divorce, the person incurring the debt shall be solely responsible for the payment thereof and shall hold the other party harmless therefrom.

22. Retirement. Teresa shall retain ownership (100%) of her Fidelity Retirement account. Jared shall retain ownership of any retirement accounts in his name.

23. Financial Accounts. Each party is awarded the monies in their own separate checking and savings accounts.

24. Credit Cards. Teresa shall retain ownership of the Capital One credit card and the Discover credit card and remove Jared from said credit cards.

25. Business Interest. Jared shall be awarded 100% of the business interest in the Denver Shade Company and all associated income, assets, intellectual property, debts, and liabilities and tax consequences, free from any claim by Teresa.

26. Flight Miles and Credits. All flight miles and credits, including hotel points and credits, are awarded to Jared.

27. **Health Insurance**. Each party is responsible for his and her own health and medical insurance coverage.
28. **Maiden Name**. Teresa shall be entitled to legally change her name to her maiden name of Teresa Ann Brown if she so chooses.
29. **Attorney's Fees and Costs**. Each party is responsible for his/her own attorney fees associated with this matter.
30. **Cooperation**. Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, and to cooperate in every other way necessary or proper to ensure that the Decree of Divorce is fully satisfied.
31. **Miscellaneous**. 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.

*****END OF ORDER*****

EXECUTED AND ENTERED BY THE COURT AS INDICATED
BY THE STAMP AND SEAL AT THE TOP OF THIS PLEADING

****Pursuant to U.R.C.P. 7(j)(5), this proposed Decree of Divorce shall be filed with the Court after the time to object to the form of the order has expired, unless the parties have approved the form of the order or Petitioner has objected to the form of the order.****

Approval as to form:

/s/ Jason White*

Jason White
Counsel for Teresa Layton

**Signed by Lacey Wimpey with permission from Mr. White.*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 4th day of May 2026, she caused a true and correct copy of the foregoing **DECREE OF DIVORCE** to be electronically filed with the court and served upon the following via the court's electronic filing system:

Daniel Eyre

Jason White

Counsel for Teresa Layton

/s/ Robyn Bradshaw