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**IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH**
137 N Freedom Blvd Ste 100, Provo, UT 84601

In the Matter of the Marriage of

SARIAH WELDON HUBBARD,
Petitioner,

and

MATTHEW ADAM HUBBARD,
Respondent.

**DECREE OF DIVORCE AND
JUDGMENT**

Civil No. 234401985 DA
Judge: Kasey L. Wright
Commissioner: Marla Snow

THIS MATTER having come before the Court by Petitioner's *Verified Petition for Divorce* and the *Stipulation and Settlement Agreement* of the parties, the Court, having made and entered its findings of fact and conclusions of law, and having determined that the Court has jurisdiction to enter a final Decree of Divorce and Judgment and that the parties meet the criteria for a divorce, being otherwise fully advised in the premises, **HEREBY ORDERS, ADJUDGES, AND DECREES:**

- 1. Divorce:** The bonds of matrimony and the marriage contract heretofore existing by and between Petitioner and Respondent are hereby dissolved. Based on Petitioner's *Verified*

Petition for Divorce and the parties' *Stipulation and Settlement Agreement*, the parties are hereby granted a Decree of Divorce, to become final upon entry, on the grounds of irreconcilable differences.

2. Children: The parties have four minor children in common. There are no other children expected as issue of this marriage. Petitioner is not currently pregnant. The parties' minor children in common are:

- a. M.D.H., born January 2008;
- b. R.A.H., born April 2010;
- c. A.G.H., born April 2013; and
- d. J.H., born January 2017.

3. Legal Custody: The parties are hereby awarded joint legal custody of all four of their minor children.

4. Parenting Plan: The parties are hereby bound by the following parenting plan:

- a. The parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.
- b. Both parties shall be listed as a primary contact for the children and shall have access to the children during school and have the authority to check the children out of school during their respective parent-time.
- c. The parties shall both list each parent as emergency contacts for their children whenever such a designation is requested or required from either party.

d. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

Each party shall be permitted to make emergency decisions regarding the health and safety of the children.

e. Either party shall be able to make emergency decisions affecting the health and safety of the children while the children are in his or her care. A party who makes an emergency decision must share the decision with the other party as soon as reasonably possible.

f. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If the parties are unable to come to an agreement on a major decision regarding the children, they shall take the following actions to resolve the conflict:

i. The parties shall engage in a good-faith discussion of the issues, seeking to understand the point of view of the other party and to see whether an agreement or compromise can be reached.

ii. If an agreement cannot be reached, and to the extent that it is practical/possible, the parties shall each individually consult with an expert in the field most relevant to the decision the parties need to make to gain additional perspective and knowledge about the issues.

iii. If the issue remains unresolved after each party has consulted with an expert, the parties shall engage in a second good faith discussion of

the issues, sharing and considering whatever additional information and perspective was received through their consultations with experts.

iv. If the issue remains unresolved after the parties' second discussion, the parties shall attend mediation in a further attempt to reach a mutual agreement. Each party shall pay one-half of the cost of the mediator.

v. If the parties are unable to come to an agreement in mediation, either party may submit the issue to the court for adjudication, as they see fit.

g. All direct communication between the parents shall be limited to co-parenting issues only and shall be in writing. The parties shall discuss all parenting concerns by text or e-mail. The parties shall use phone or text contact for emergencies or urgent matters.

h. Communication regarding the minor children shall be directly between the parties and shall not involve third parties. The parties shall not use any of their children or other third parties to deliver messages.

i. The parties shall not put the minor children in the middle of any future disputes between the parties.

j. The parties shall not discuss adult issues, including the parties' legal proceedings, financial issues of the parties, major co-parenting decisions, parenting issues, or other adult topics, with any of the minor children or in any of the minor children's presences.

k. The parties shall not discuss any of the children's relationship with the other party in front of any of the children. The parties shall not question, interrogate, or otherwise "pump" any of their children for information regarding what occurs during the other party's parent-time, including but not limited to the other party's activities, personal relationships, or how the other party spends his or her time or money.

l. Neither party shall disparage or make derogatory remarks about the other party in the presence or earshot of any of the children regardless of whether the party believes the statement to be true.

m. The parties are hereby restrained from making disparaging or derogatory remarks to one another or to the children about the other party, either verbally, in writing, or some other medium that may be reasonably accessed by a child (such as social media) regardless of whether the party believes the statement to be true.

n. Both parties shall be supportive of the other party's role as a parent. Neither party shall attempt to alienate the children from the other party. Both parties have an affirmative duty to co-parent the children in a way that promotes their best interest.

o. The parties are hereby restrained from saying or doing anything that would tend to diminish any of the minor children's love and affection for the other party. This includes any comments about the other party's actions that

may be construed as having a negative impact on the other party's relationship with the minor children.

p. The parties shall make best efforts not to jump to negative conclusions about the other party or what is occurring during the other party's parent-time.

q. Each party shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of phone and/or video calls, if the equipment is reasonably available. Such contact shall be at reasonable hours and for a reasonable duration. The parties may initiate communication with the children at their sole discretion. The children shall be able to contact either party at any time.

r. Each party shall give special consideration 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 party which may inadvertently conflict with the visitation schedule.

s. The parties shall provide each other their current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

t. The parties shall notify the other party of injury or illness involving the minor children as soon as reasonably possible.

u. The parents shall each have the responsibility to obtain information directly from schools, medical providers, or other activity or event providers.

However, if one parent's contact information is the only source of contact for the provider or a parent has reason to know the other parent has not obtained certain information, that parent shall make a good faith effort to keep the other parent informed. This includes information concerning report cards, progress reports, school photos, school programs, parent-related activities, school calendars and schedules, as well as any details concerning extracurricular, religious, or community activities.

v. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the parties' minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals.

w. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor children.

x. Neither party shall enroll or unenroll a child from school without notifying and consulting with the other party in advance and following the dispute resolution process outlined herein if the parties are not in agreement on the issue.

y. Both parties shall work together to improve the children's academic performance. This is particularly critical for M.D.H. and R.A.H. as their grades are part of their permanent school records and GPA. Both parties shall

be in active communication with the children's teachers and guidance counselors to improve academic performance, IEPs, etc.

z. Neither party shall initiate or discontinue ongoing treatment without notifying and consulting with the other party in advance and following the dispute resolution process outlined herein if the parties are not in agreement on the issue.

aa. If a child is prescribed medication, both parties shall ensure the child takes the medication as prescribed when the child is in his or her care. If there is a dispute over whether a child should be prescribed medication, the parties shall follow the dispute resolution process outlined herein.

bb. The parties shall work together in a reasonable manner to accommodate each other and to provide the minor children consistency and stability.

cc. The parties shall work together to set similar boundaries, expectations, and disciplinary measures that are more consistent between the two households. Neither party shall use corporal punishment or withholding food as a form of punishment.

dd. Both parties shall ensure the children have adequate supervision based on their age, maturity level, and other relevant considerations. Neither party shall deny a child access from his or her home (though a party may supervise or limit the child's access within his or her home).

ee. Both parties shall maintain appropriate accommodations for the children for overnight parent-time (adequate housing, a separate bed for the child, etc.).

ff. Both parties shall keep any firearms, ammunition, and other weapons stored in a locked case that the children cannot access without a party being present. Older children shall not be allowed to supervise younger children in using any weapon unless both children are age 18 or above.

gg. There shall be no right of first refusal.

hh. Each party shall provide all surrogate care providers with the name, current address, and telephone number of the other party.

ii. Each party shall provide the other party with the name, current address, and telephone number of all surrogate care providers who will be providing care for their children.

jj. A party shall immediately notify the other parent if the party resides with an individual or provides an individual with access to at least one of the parties' minor children and the parent knows that the individual is required to register as a sex offender, a kidnap offender, or a child abuse offender for an offense committed against a minor child under Title 53, Chapter 29, Sex, Kidnap, and Child Abuse Offender Registry; or has been convicted of a child abuse offense under Section 76-5-109, 76-5-109.2, 76-5-109.3, 76-5-109.4, 76-5-114, or 76-5-208; a sexual offense against a minor child under Title 76, Chapter 5, Part 4, Sexual Offenses, other than an offense under Section 76-5-417, 76-5-418, or 76-5-419; an offense for kidnapping or human trafficking of a minor child under Title 76, Chapter 5, Part 3, Kidnapping, Trafficking, and Smuggling; a sexual exploitation offense against a minor child under Title 76,

Chapter 5b, Sexual Exploitation Act; or an offense that is substantially similar to the offenses listed herein.

kk. Both parties are hereby restrained from allowing third parties to do what they themselves are prohibited from doing, and each has an affirmative duty to use his or her best efforts to prevent third parties from such violations or to remove the minor children from such circumstances.

5. Physical Custody: Physical custody of the parties' minor children is hereby awarded as follows:

- a. Petitioner is hereby awarded full physical custody of M.D.H.
- b. Respondent is hereby awarded full physical custody of R.A.H.
- c. Respondent is hereby awarded full physical custody of A.G.H.
- d. The parties are hereby awarded joint physical custody of J.H.

6. Parent-time: The parties shall exercise parent-time pursuant to the following provisions, unless they agree otherwise:

- a. Respondent shall exercise parent-time with M.D.H. at the child's discretion.
- b. Petitioner shall exercise parent-time with R.A.H. at the child's discretion.
- c. Petitioner shall exercise parent-time with A.G.H. pursuant to the schedule in Utah Code Ann. § 81-9-302.
- d. The parties shall equally exercise parent-time of J.H. on a week-on, week-off schedule. The default parent-time week shall begin on Friday afternoon

with a school pick-up and shall end the following Friday morning with a school drop-off.

e. Petitioner's weekend parent-time with A.G.H. shall be exercised on the same weekends when she is exercising parent-time with J.H.

7. **Holiday Parent-time:** The parties shall exercise holiday parent-time pursuant to the following provisions, unless they agree otherwise:

a. Respondent shall exercise holiday parent-time with M.D.H. at the child's discretion.

b. Petitioner shall exercise holiday parent-time with R.A.H. at the child's discretion.

c. The parties shall exercise holiday parent-time pursuant to the statutory holiday parent-time schedule included in Utah Code Ann. § 81-9-303.

d. Whenever a party is entitled to holiday parent-time, that award of parent-time applies to all of the children regardless of the split physical custody arrangement of the parties. To the extent possible, and subject to the discretion accorded to the parties' older children, the parties shall exercise holiday parent-time in a manner that keeps the children together on holidays.

Petitioner is hereby designated the custodial parent of all four children for purposes of interpreting the statutory holiday parent-time schedule only.

e. To avoid future dispute on the subject, the parties acknowledge that the default holiday rotation shall be as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday – after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	President’s Day – after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	Spring Break – 6 p.m. lets out to the day school resumes with drop off to school
Father	Mother	Memorial Day – after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	Juneteenth – begins at 6 p.m. the day before the holiday unless that day is Father’s Day until 6 p.m. the day after the holiday. If the day before the holiday is Father’s Day, time begins at 9 a.m. on the day of the holiday.
Mother	Father	July 4th – 6 p.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th – 6 p.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day – after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	Columbus Day – 6 p.m. the day before holiday to 7 p.m. on holiday
Mother	Father	Fall Break – 6 p.m. on the day school is dismissed for fall break to the day school resumes with drop off to school
Father	Mother	Halloween – after school to 9 p.m. or 4 p.m. to 9 p.m. if no school
Mother	Father	Veteran’s Day – 6 p.m. the day before holiday to 7 p.m. on holiday
Father	Mother	Thanksgiving – after school on the day school lets out to the day school resumes with drop off to school
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day – beginning after school the day school lets out until 7 p.m. on December 27
Father	Mother	Second Half of Christmas Vacation – beginning 7 p.m. on December 27 and ending the day school resumes with drop off to school
Father	Mother	Child’s actual birthday – 3 p.m. to 9 p.m.
Mother	Father	The day before or after child’s birthday – 3 p.m. to 9 p.m.
Father	Father	Father’s Day – 9:00 a.m. to 7 p.m. on the holiday
Mother	Mother	Mother’s Day – 9:00 a.m. to 7 p.m. on the holiday

f. The foregoing table is intended to accurately summarize the holiday schedule written in greater detail in Utah Code Ann. § 81-9-303. Any disagreement between the statute and the foregoing table is unintentional and the language of the code shall control. The parties recognize that the code provides for various contingencies and grants the parties optional rights regarding the holiday parent-time. Those contingencies and rights are hereby incorporated as part of this holiday parent-time order.

g. Holidays include any “snow” days, teacher development days after the children begin the school year, or other days when school is not scheduled, contiguous to the holiday period, and take precedence over weekend parent-time. Changes may not be made to the regular rotation of the alternating weekend parent-time schedule.

h. If a holiday falls on a weekend or on a Friday or Monday and the total holiday period extends beyond that time so that the children are free from school and the party is free from work, the party with the designated holiday shall be entitled to this lengthier holiday period.

i. At the election of the party with the designated holiday, parent-time over a scheduled holiday weekend may begin from the time the children’s school is dismissed at the beginning of the holiday weekend or, if school is not in session, and if the party with the designated holiday is available to be with the children, parent-time may begin at approximately 8:00 a.m., accommodating the parties’ work schedules.

- j. A child's birthday does not take precedence over other holiday parent-time.

8. Extended Summer Parent-time: Each party is hereby entitled to two weeks of uninterrupted parent-time each summer as follows:

- a. Each party shall make a designation at least 30 days before the day on which their designated two-week period begins.
- b. For their uninterrupted parent-time in odd-numbered years:
 - i. Petitioner shall provide notice of the dates she elects to exercise her uninterrupted parent-time to Respondent by May 1st; and
 - ii. Respondent shall provide notice of the dates he elects to exercise his uninterrupted parent-time to Petitioner after receiving Petitioner's notice of election or after May 1st, whichever is earlier.
- c. In even-numbered years:
 - i. Respondent shall provide notice of the dates he elects to exercise his uninterrupted parent-time to Petitioner by May 1st; and
 - ii. Petitioner shall provide notice of the dates she elects to exercise her uninterrupted parent-time to Respondent after receiving Respondent's notice of election or after May 1st, whichever is earlier.
- d. The parties shall not designate their extended summer parent-time in such a way that it interferes with the other party's holiday parent-time or any other already designated parent-time.

e. Failure to designate summer parent-time by the deadlines described herein shall not automatically forfeit a party's right to extended summer parent-time. The parties shall do their best to accommodate each other's schedules, even when requests are late. Neither party shall be required to accommodate a request that is made unreasonably late or made without reasonable notice, but the parties shall be as flexible and accommodating as they can in ensuring that the children are able to spend meaningful time with each party during their summer vacations.

f. Whenever a party is entitled to extended summer parent-time, that award of parent-time applies to all of the children regardless of the split physical custody arrangement of the parties. To the extent possible, and subject to the discretion accorded to the parties' older children, the parties shall exercise extended summer parent-time in a manner that keeps the children together during that time.

9. Parent-time Conflict Resolution: When there is a conflict regarding the parent-time schedule, the parties shall use the following list as a rule-of-thumb for which parent-time takes priority, listed from highest priority to least priority:

- a. Holiday parent-time
- b. Extended summer parent-time
- c. Regular parent-time
- d. In considering weekend, summer, and holiday parent-time, the parties shall make best efforts to keep the children together. At the same time, the

parties recognize that as children age, extracurricular activities, work schedules, and social interactions with friends will likely become increasingly important in a child's life and rigid enforcement of parent-time schedules that tie the older children to the younger children may not always be practicable.

10. Transportation: Parent-time exchanges shall be shared equally between the parties and shall occur as follows:

- a. The parties shall use school-to-school exchanges whenever possible. The party ending their parent-time shall be responsible for transporting the children to school. The party beginning their parent-time shall be responsible for picking the children up from school.
- b. When school-to-school exchanges are not available, parent-time exchanges shall take place at the parties' residences, with the receiving parent providing the transportation. All exchanges shall be curbside.
- c. Either party may, at any time and for any reason, change the location of non-school-to-school parent-time exchanges to the police station most convenient to both parties. If a party determines to exercise this right, they shall communicate their decision to the other party. The change of location shall take effect on the following day and shall remain in effect until the parties agree or the court orders otherwise.
- d. The most convenient police station is the police station that involves the least overall driving for the children and divides the driving responsibility of both parents as equally as possible.

- e. Unless the parties agree otherwise, if one of the parties' children is unable to attend school on a day when a school-to-school parent-time exchange would have otherwise taken place, including but not limited to an instance where a child is too sick to attend school, the party whose parent-time would have ended with a school drop-off shall continue until the time that school ends and shall have the responsibility of caring for the child during that time. The parties shall then conduct a non-school-to-school parent-time exchange as provided herein at the time that school ends.
- f. The parties currently live within walking distance of each other; however, both parties shall be cautious of the conditions, ages, and maturity of the younger children when allowing them to walk between houses.

11. Therapy: R.A.H. shall see his school therapist as needed and shall follow any of the therapist's recommendations.

12. Relocation: Due to the split custody and joint custody arrangement ordered herein, the issue of future relocation is more complicated than normal. The following provisions shall be binding upon the parties in the event of a future major relocation by either party:

- a. A major relocation by a party is a relocation that would result in the parties residing more than 150 miles away from the other, provided that the parties resided less than 150 miles from each other prior to that relocation.
- b. At the time of a future major relocation, it is foreseeable that the relocating parent has full physical custody of one or more of the parties' minor children and joint physical custody of one or more of the parties' minor children.

- c. For purposes of this order, the parties have adopted the statutory definition of “Joint Physical Custody” currently found in Utah Code Ann. § 81-9-101(6), namely that the parties share joint physical custody of a child whenever “the minor child stays with each parent overnight for more than 30% of the year and both parents contribute to the expenses of the minor child in addition to paying child support.”
- d. The provisions of Utah Code Ann. § 81-9-209 shall apply only to a relocating party who has sole physical custody of one or more of the parties’ children at the time of the relocation. The provisions of Utah Code Ann. § 81-9-209 shall only apply to those children. They shall not apply to major relocations that would involve the relocation of one or more minor children whose physical custody is shared jointly by the parties.
- e. If either party completes a major relocation without first obtaining, either by stipulation or litigation, an order modifying this Decree of Divorce as to all of the children whose custody is shared jointly between the parties at the time of the relocation, the relocating party shall automatically become the noncustodial parent of those children and shall begin exercising parent-time as the parties agree or pursuant to Utah Code Ann. § 81-9-209 if the parties are unable to agree on a parent-time schedule.
- f. A party shall nevertheless be able to seek a temporary change in custody to be able to complete a major relocation with one or more of the parties’

children, if those children in question would experience immediate and irreparable harm if that party were to become the non-custodial parent.

13. Travel: Both parties are hereby permitted to travel with the minor children, including out of the country, during their parent-time.

a. When the children travel with either party out of state, all the following shall be provided to the other party at least 24 hours prior to departure: an itinerary of travel dates; destinations; places where the children or traveling party can be reached; and the name and telephone number of an available third person who would be knowledgeable of the children's location, if applicable.

14. Passports: Should either party request it, the parties shall cooperate in obtaining and renewing passports for their minor children. The parties shall equally share the cost of obtaining and renewing their children's passports. The party who most recently traveled out of the country with the minor children shall hold the children's passports until the other party shows proof that they have taken a substantial step toward booking travel that will require the children's passports. The parties shall then exchange the children's passports at the next parent-time exchange or make other arrangements if timing or other considerations make waiting for the next parent-time exchange impracticable.

a. In the event that the party holding the children's passports has already booked international travel involving the children and the children's passports that will occur prior to the plans of the party requesting the passports, the party holding the children's passports shall continue to hold the passports until

their travel is complete and shall then exchange the passports with the requesting party at the subsequent parent-time exchange or as agreed upon by the parties.

15. Child Support: Petitioner is hereby imputed with a gross monthly income of \$3,033 and 170 overnights for child support purposes. Respondent is hereby imputed with a gross monthly income of \$4,897 and 195 overnights for child support purposes. Pursuant to Utah Code and the Joint Physical Custody Child Support Worksheet, Respondent is hereby ordered to pay Petitioner \$15 per month in child support, a number which deviates less than \$10 from the base child support award required under the Utah Child Support Act.

- a. Child support shall commence on May 1, 2026.
- b. Beginning June 1, 2026, child support shall be reduced to \$13 per month, as M.D.H. will have graduated from high school.
- c. Unless the Court orders otherwise, support for each child shall terminate and shall automatically adjust at the time: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date 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.
- d. Child support shall be payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.
- e. The obligee is entitled to mandatory ORS withholding under the law. If the obligee enlists the services of ORS while the obligor is current on their support obligation, any administrative fees or costs associated with ORS

withholding shall be assigned to the obligee. If the obligee enlists the services of ORS while the obligor is not current on their support obligation, any administrative fees or costs associated with ORS withholding shall be assigned to the obligor.

16. Child Support Arrears: Neither party owes child support arrears to the other party.

Respondent shall be responsible for reimbursing the Office of Recovery Services \$1,381 for financial assistance received by Petitioner on behalf of the minor children for the months of July and August 2023.

17. Health Insurance: The parties shall provide health insurance for their dependent children as follows:

- a. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical, dental, orthodontic, eye care, mental health, and counseling expenses of the dependent children in accordance with Utah Code Ann. § 81-6-208.
- b. Each party shall equally share the out-of-pocket costs of the premium actually paid by a party for the dependent children's portion of insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the dependent 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. Provided that this amount is properly verified, as described herein, this

amount shall be automatically deducted from or added to the child support paid or owed.

c. If at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parties, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent children, and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent children.

d. Instead of equalizing the cost of the premiums for the parties' respective insurance policies, if both parties have the children covered on their own insurance policies, each party shall be solely responsible for the premiums of their respective insurance policies.

e. If a party remarries and the dependent children are not covered by their health, hospital, or dental insurance plan, but are covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent shall be treated as if it is the plan of the remarried party and shall retain the same primary or secondary designation.

f. Whenever a party maintains a health insurance policy for their dependent children, that party shall provide verification of coverage to the other party upon initial enrollment of the dependent children, and thereafter on or before January 2nd of each calendar year. That party shall notify the other party of any change of insurance carrier, premium, or benefits within thirty (30)

calendar days of the date the party first knew or should have known of the change.

18. Medical/Dental Expenses: The parties shall pay for the medical and dental expenses of their children as follows:

- a. The parties shall each be responsible for 50% of the out-of-pocket cost of the reasonable and necessary medical and dental expenses for their minor children. Reasonable and necessary medical expenses include, among other things, expenses related to their minor children's vision and their minor children's mental health. Reasonable and necessary dental expenses include, among other things, expenses for orthodontia, endodontia, and oral surgery.
- b. The parties shall each be separately and directly billed by the minor children's medical and dental providers for 50% of the out-of-pocket expenses for the minor children's reasonable and necessary medical and dental expenses, including deductibles, copays, and prescriptions. Both parties have an affirmative duty to request separate billing from any provider who renders medical or dental services to the parties' minor children at or before the time the provider renders any such service. If necessary, the party seeking the medical or dental service on behalf of the parties' minor children shall provide a copy of this *Decree of Divorce and Judgment* to the medical or dental services provider.
- c. In the event that, notwithstanding the separate billing provisions above, one party pays for 100% of an out-of-pocket medical or dental expense, the

party incurring that expense shall provide verification of the expense, preferably in the form of an invoice, and proof of payment of the expense, preferably in the form of a receipt, within 30 days of having paid the expense. The other party shall reimburse the paying party within 30 days of receiving the verification.

d. Unless the parties agree otherwise, if a party fails to request separate billing from a provider who renders medical or dental services to the parties' minor children at or before the time the provider renders any such service, and thereafter also fails to provide verification of the expense and proof of payment to the other party within 30 days of having paid the expense, that party will have waived their right to reimbursement and shall bear the sole responsibility for that expense.

19. Notice to Providers: Pursuant to Utah Code Ann. § 15-4-6.7, notice is hereby provided to medical and dental providers that the parties shall be separately billed for their medical and dental expenses, according to the following provisions:

a. When a court or an administrative agency enters an order that provides for the payment of medical and dental expenses of a child as described in Section 26B-9-224 or 81-6-202, a provider who receives a copy of the order:

i. At or before the time the provider renders medical or dental services to the child, and upon request from a parent, shall separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

- ii. Within 30 days after the day on which the provider renders the medical or dental service to the child, shall not: (a) make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or (b) make a negative credit report under Section 70C-7-107, or a 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 the share of the medical and dental expenses that the parent is required to pay under the order.

20. School Fees: The parties shall pay school fees for their children as follows:

- a. Each party shall be responsible for 50% of any required school fees, defined as a charge, deposit, rent, or other mandatory payment imposed by the minor child's school. School fees may include, among other things, an admission fee, a transportation charge, or a charge, deposit, rent, or other mandatory payment imposed by a third party in connection with an activity or function sponsored by the minor child's school.
- b. The parties shall each be separately and directly billed by the minor child's school for 50% of the school fees imposed by the minor child's school. Both parties have an affirmative duty to request separate billing from the minor child's school and any third-party provider who issues a bill for a school fee for the minor child. If necessary to establish separate billing, the parent

requesting separate billing shall provide a copy of this *Decree of Divorce and Judgment* to the minor child's school or the appropriate third-party provider.

c. In the event that, notwithstanding the separate billing provisions above, one party pays for 100% of a school fee for the party's minor children, the party incurring that expense shall provide verification of the expense, preferably in the form of an invoice, and proof of payment of the expense, preferably in the form of a receipt, within 30 days of having paid the expense. The other party shall reimburse the paying party within 30 days of receiving the verification.

d. Unless the parties agree otherwise, if a party fails to request separate billing from the minor child's school or a third-party provider who issues a bill for a school fee for the minor child, and thereafter also fails to provide verification of the expense and proof of payment to the other party within 30 days of having paid the expense, that party will have waived their right to reimbursement and shall bear the sole responsibility for that expense.

21. Notice to School and Third-Party Providers: You are hereby notified of your duties and obligations under Utah Code Ann. § 15-4-6.7. This is a court order that provides for the payment of school fees of a minor child. It is entered pursuant to Utah Code Ann. § 81-4-406. This order has assigned each party the responsibility for paying 50% of their children's school fees, including admission fees, transportation charges, and charges, deposits, rents, and other mandatory payments imposed by a third party in connection with an activity or function sponsored by the minor children's school.

- a. If you are shown this notice before the day on which you issue a bill for a school fee, you are required by law to separately bill each party for their share of the out-of-pocket costs associated with the service you will or have provided.
- b. If you are shown this notice, regardless of whether you have already issued a bill or not:
 - i. You are prohibited from making a claim for unpaid school fees against a party who has paid their share of the expense in full.
 - ii. You are prohibited from making a negative credit report under Utah Code Ann. § 70C-7-107 regarding a party who has paid in full the share of the school fees that they are required to pay under this order.
 - iii. You are prohibited from making a 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 the share of the school fees that they are required to pay under this order.

22. Childcare Expenses: Each party shall be responsible for their own childcare expenses.

23. Extracurricular Activities: The parties shall discuss their children's involvement in any extracurricular activity prior to enrolling any of their children in such an activity. If the parties mutually agree upon an activity in writing, then they shall share equally the expenses associated with the activity, transport the child to the activity during their parent-time, and allow the children to attend the activity during their parent-time. If a party does not agree to

an activity in writing, the other party may still enroll the children in an unapproved activity; however, the parent who does not agree with the activity shall not be responsible for any expenses related to the activity, is not required to transport the child to the activity, and may decline to allow the child to attend the activity during their parent-time.

24. Taxes: The parties shall file their taxes separately for the 2025 tax year *et sequentes*. The parties shall share the right to claim the minor children for any and all lawful applicable tax savings or benefits for state and federal income tax purposes, and to that end:

- a. While there are four minor children, each party shall have the right to claim two children. Petitioner shall claim M.D.H. and J.H. Respondent shall claim A.G.H. and R.A.H.
- b. When there are three minor children, the parties shall alternate the right to claim their remaining minor children.
 - i. Petitioner shall claim R.A.H. in the first tax year that the parties have only three minor children. Respondent shall claim A.G.H. and J.H. that year.
 - ii. Petitioner shall claim R.A.H. and A.G.H. the following year. Respondent shall claim J.H.
 - iii. The parties shall continue to alternate claiming their three children on their taxes as described above until they only share two minor children.
- c. When there are two minor children, each party shall have the right to claim one child. Petitioner shall claim J.H. Respondent shall claim A.G.H.

d. When there is only one minor child, the parties shall alternate claiming the child.

i. The parties shall resume the pattern that they followed while they had three minor children to claim. The party who claimed one child on their taxes on the last year that the parties had three minor children to claim will claim the child in the first tax year that the parties have only one remaining minor child.

ii. The next year, the other party will claim the remaining minor child.

iii. The parties will continue to alternate claiming the remaining minor child until they have no minor children to claim.

e. In the event one party would receive greater advantage from claiming any or all of the parties' minor children for income tax purposes, that party may purchase the other party's right to claim the minor children for exemption purposes by paying the non-purchasing parent all sums which that party would lose in the form of income tax refund or the payment of additional taxes by not claiming the parties' children for income tax purposes. Either party shall have the option to purchase the other parties' exemption as follows:

i. Commencing with taxes owed for the year 2025, by March 1st of 2026 and each year thereafter, the parties will determine the amount of tax savings each would realize from claiming said exemptions

- ii. The party wishing to purchase the other's exemption will then have the option to purchase the right to claim the exemptions for an amount equal to the other party's projected savings;
- iii. If the purchasing party chooses to exercise this option, they shall tender payment, in full, to the other party by March 31st of that year;
- iv. Upon said payment, the non-claiming party shall execute any necessary tax forms to enable the claiming party to claim said exemptions.

f. A party shall not be permitted to claim the minor children for any given tax year unless the award will result in a tax benefit to that party. If a party cannot claim their tax exemption benefit in their designated tax year(s), but the other party can benefit by claiming it, that party may claim it.

25. Guardian ad Litem: Christopher Wharton is hereby released as the parties' children's private Guardian ad Litem in this case.

26. Real Property: During their marriage, the parties resided in a home located at 404 N. 300 W. in Lehi, UT. The parties do not own the home and have never owned the home. The home is currently owned by the Doris N. Hubbard Revocable Trust, which has owned the home since August 16, 2007. During the course of the marriage, Respondent acquired a future interest in the possession of the home, which has not yet materialized. Any and all claim that Petitioner may have or have had to any right, title, interest, custody, ownership, or equity in the parties' marital residence is hereby permanently forfeited and extinguished through Petitioner's explicit waiver.

27. Financial Settlement: As a final and complete settlement of the parties' marital estate, Respondent is hereby ordered to pay Petitioner \$30,000 no later than October 31, 2026. If Respondent has not paid Petitioner the full sum of \$30,000 by October 31, 2026, Petitioner shall be entitled to a judgment against Respondent for whatever amount Respondent still owes her. Upon Petitioner's request, Respondent shall execute a confession of judgment on Petitioner's behalf for the money that he still owes.

28. Vehicles: The parties have already divided their vehicles in an equitable manner and are satisfied with the division. Each party is hereby awarded the vehicles currently in their possession and control. The parties shall cooperate, to the extent necessary, in removing themselves from titles and leases on the vehicles the other party is awarded and shall exchange the title(s), lease agreement, and keys in their possession to the party awarded the vehicle(s) within thirty (30) days of the entry of this *Decree of Divorce and Judgment*. Each party is hereby assigned responsibility for the payments/debt, maintenance, and insurance on the vehicle(s) they are awarded, holding the other harmless therefrom.

29. Financial Accounts: Any individual financial account owned by a party, including all funds therein, is hereby awarded to the party in whose name it is held, free and clear of any claim from the other party. The parties do not believe they are the owners of any joint financial accounts. If any joint accounts are discovered in the future, the funds therein shall be withdrawn and equally divided between the parties, and the account shall be closed.

30. Personal Property: The parties have already divided their personal property in an equitable manner and are satisfied with the division. Each party is hereby awarded the personal property in their possession and control. Respondent is in possession of a number of

items of personal property belonging to M.D.H. Respondent shall facilitate the exchange of any items of M.D.H.'s personal property to Petitioner upon Petitioner's written request, in a prompt and reasonable fashion.

31. Retirement Accounts: The parties do not believe that they have any retirement accounts. If any retirement accounts are discovered in the future, they shall belong to the party in whose name the account is held.

32. Life Insurance: To the extent that they have any, each party is hereby awarded any life insurance policy in their own name. Each party shall be responsible for the premiums for any life insurance policy they are awarded.

33. Debts: Each party is hereby assigned exclusive responsibility for any individual debt that was incurred in their own name and for any debt that they have incurred since the date of separation. The parties do not believe that they have any joint debts. If, in the future, any joint debts are discovered to exist, the debt shall be the sole responsibility of the party who incurred it. The parties shall cease use of any accounts awarded to the other party immediately.

34. Notice to Creditors: Pursuant to Utah Code Ann. §§ 15-4-6.5 and 81-4-406(3)(b), among others, the parties are hereby required to provide a copy of this *Decree of Divorce and Judgment* to all joint creditors for any outstanding obligations that are included herein. The party not obligated to pay a joint obligation shall:

- a. Send a copy of this *Decree of Divorce and Judgment* to each joint creditor they are not required to pay as soon as possible.
- b. Notify that joint creditor of the current address for each party.

c. Inform that joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made demand for payments on the party who was not required to pay the debt.

35. Alimony: Respondent is hereby ordered to pay Petitioner \$685 per month in alimony beginning on January 1, 2026. Alimony shall be paid for a period of 10 years. Alimony shall terminate upon the death of either party or upon Petitioner's remarriage or cohabitation.

36. Name Change: Should Petitioner desire, she shall be restored to her maiden name of Sariah Weldon Heinecke.

37. Attorney's Fees and Costs: Each party shall be solely responsible for any attorney's fees and court costs that he or she has incurred in this action.

38. Mutual Restraining Order: The parties are hereby bound by the following mutual restraining order:

a. The parties are hereby mutually restrained from attempting, threatening, or committing domestic violence against the other party or any person with whom the other party is married, dating, or romantically involved. This includes stalking, harassing, or physically harming the other party or their significant other.

- b. The parties are hereby prohibited from entering the other party's place of residence or employment without written permission from the other party, except as needed to conduct parent-time exchanges as contemplated herein.
- c. Any communication between the parties shall be civil in nature and reasonable in time, length, and frequency.
- d. The parties shall each refrain from swearing, name-calling, and otherwise employing derogatory language against the other party.
- e. The parties are hereby prohibited from posting stories, pictures, statements, comments, from sending chats or direct messages, and from otherwise discussing the other party or any person with whom the other party is married, dating, or romantically involved, on any form of social media or other public forum.
- f. The parties are hereby prohibited from accessing electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utility accounts, or medical accounts.
- g. The parties are hereby prohibited from distributing the other party's image or personal information.
- h. The parties are hereby prohibited from conducting any sort of transaction or making any type of agreement or contract in the other party's name.
- i. The parties are hereby prohibited from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have

the affirmative duty to use their best efforts to prevent third parties from such violations.

39. Credit: The parties are hereby mutually prohibited from using each other's likeness, picture, name, credit, or identification to obtain credit, open an account for any service, obtain any service, or for any other purpose.

40. Documents: The parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this *Decree of Divorce and Judgment*.

-----END OF ORDER-----

**ELECTRONICALLY EXECUTED AND ENTERED BY THE COURT WHEN
INDICATED BY THE STAMP AND SEAL AT THE TOP OF THE FIRST PAGE OF THIS
PLEADING**

APPROVED AS TO FORM:

/s/ Brittany Skinner¹
Brittany Skinner,
Counsel for Petitioner

/s/ Chris Wharton²
Chris Wharton,
Guardian ad Litem

/s/ Janet Munoz³
Janet Munoz,
Counsel for ORS

RULE 7 NOTICE OF SERVICE

1 Signed by Peter Kern with written permission received via email from Brittany Skinner on June 2, 2026

2 Signed by Peter Kern with written permission received via email from Chris Wharton on May 27, 2026

3 Signed by Peter Kern with written permission received via email from Janet Munoz on May 26, 2026

In accordance with the provisions of Utah Rule of Civil Procedure 7(j), the foregoing *Decree of Divorce and Judgment* soon will be filed with the Court and shall be submitted to the Court for entry seven (7) days after its service on the individual(s) described in the Certificate of Service in the manner indicated below.

CERTIFICATE OF SERVICE

I hereby certify that I, the undersigned, caused a true and correct copy of the foregoing to be delivered to the following individual(s):

Brittany Skinner,
Counsel for Petitioner
via email to bskinner@davismiles.com

Chris Wharton,
Guardian ad Litem
via email to chris@whartonlawutah.com

Janet Munoz,
Counsel for ORS
via email at jmunoz@agutah.gov

DATED May 26, 2026.

/s/ Peter A. Kern
Peter Kern,
Counsel for Respondent