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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH

137 North Freedom Blvd, Provo, UT 84601

In the matter of the marriage of:

JENNIFER ELIZABETH JOHNSON,

Petitioner,

and

ALEX DAVID JOHNSON,

Respondent.

DECREE OF DIVORCE

Civil No. 254403525
Judge Tony F. Graf, Jr.
Commissioner Marla Snow

This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was previously filed. The Court having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Execution of Final Documents.** A final Decree of Divorce is entered reflecting the terms of the Stipulation. Both parties shall sign and fully execute the final documents that are necessary to implement the provisions of the Decree of Divorce.

2. **Full Disclosure.** There has been a complete accurate and current disclosure of all income, assets, and liabilities. Any deliberate failure to provide complete disclosure may constitute perjury and may allow a party to bring a claim regarding any undisclosed asset. The property referred to in the agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

3. **Effective Date.** The Stipulation of the parties became effective when signed by all parties.

4. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved, and the Petitioner is hereby awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

5. **Residency.** Jennifer 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.

6. **Marriage Information.** Jennifer and Alex were married on February 11, 2017, in Salt Lake City, UT, and are presently married. The parties separated on or about September 8, 2025.

7. **Children.** Jennifer and Alex are the biological parents of two (2) minor children, namely:

a. S.J., born in December 2019; and

b. H.J., born in October 2022

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

8. **Jurisdiction.** Utah has jurisdiction to make children 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.

9. **Children Custody.** The parties shall share joint legal custody of the minor children. The parties shall also share joint 50/50 physical custody, with Jennifer having 183 overnights per year and Alex having 182 overnights per year.

10. **Residential Parent.** Alex shall be designated as the Primary Residential Parent for purposes of the children's schooling. Jennifer shall be entitled to initiate mediation after the 2026/2027 school year to address changes, if needed. At Jennifer's request, Alex shall attend mediation. Both parties shall share the cost of the mediation.

11. **Parent Time.** The parties shall share parent time pursuant to UCA §81-9-305. For regular weekly parent time:

- a. Alex shall have every Monday and Tuesday overnight.
- b. Jennifer shall have every Wednesday and Thursday overnight.
- c. The parties shall rotate every Friday night through Monday morning.

12. **Holiday Parent Time.** Holiday parent time shall be pursuant to Utah Code Ann §81-9-302. Jennifer shall be designated as the noncustodial parent strictly for purposes of defining holiday parent time pursuant to Utah statute.

13. **Extended Parent Time.**

- a. For the first two summers after the signed Stipulation, the parties shall exercise their extended parent time in 7-day increments. Beginning in 2028, the parties shall exercise parent time pursuant to Utah Code Ann. §81-9-305.

- b. For 2026, the parties shall work together to determine their extended

parent time. However, Alex shall have the children from July 24 through July 30, 2026, for his family reunion.

c. The parties shall alternate designating their extended parent time as follows:

i. Jennifer shall choose her extended parent time by May 1st on odd numbered years and by May 15th on even numbered years.

ii. Alex shall choose his extended parent time by May 1st on even numbered years and May 15th on odd numbered years.

14. **Virtual Parent Time.** The party without the children shall be entitled to reasonable virtual parent time with the children for up to 30 minutes on Saturday evenings within the hours of 4:00 p.m. to 8:00 p.m.

15. **Transportation.** Except in the case of school-to-school exchanges, the receiving party shall be responsible for picking up the children for purposes of parent time.

16. **Drugs and Alcohol.** The parties shall be 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.

17. **Relocation.** Unless the parties agree otherwise, neither party shall move more than 20 miles from the other.

18. **Grounds for Modification.** The failure of either parent to exercise consistent parent time and/or consistently take the children to school shall be considered grounds for the other parent to modify custody.

19. **Parenting Plan.** The parties shall adopt the Advisory Guidelines pursuant to Utah Code §81-9-202 as their parenting plan unless otherwise stated herein. In addition, the parties shall adopt the guidelines as follows:

a. The parties shall make joint decisions regarding substantial or significant issues affecting the minor children including but not limited to their children's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues;

b. Both parties shall have access to the children's school, church, and other records and shall include the other party as the parent on such records. The parties shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children is participating or being honored, and both parties shall be entitled to attend and participate fully;

c. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the children's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;

d. Unless in the case of an emergency, the parties shall communicate through a parenting app. The parties shall mutually choose a parenting app within 7 days of the signed Stipulation and apportion any associated costs.

e. The parties shall notify the other parent, as soon as reasonably possible, of any major injury or illness involving the children;

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

g. 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;

h. The parties shall notify the other parent of any change of address, email address, and telephone number within 24 hours of the change;

i. The parties shall provide a safe and appropriate living environment for the children. Each child shall have his/her own bed.

j. The parent who has the children in his or her care may make minor day-to-day decisions regarding the children without having to consult with the other parent;

k. For emergency purposes, whenever the children travel with either parent overnight or longer, the following shall be provided to the other parent:

- (1) an itinerary of travel dates;
- (2) destinations;
- (3) places where the children or traveling parent can be reached; and,
- (4) the name and telephone number of an available third person who would be knowledgeable of the children's location;

- (5) If a parent is planning to travel overnight with the children for more than five nights, he/she shall give the other parent at least one week advance notice.

l. The parties shall work together in a reasonable manner to

accommodate each other and to provide the children consistency and stability;

m. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule;

n. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the children;

o. The parties shall not put the children in the middle. The parties shall not discuss with the children adult issues including any legal or financial related issues;

p. The minor children shall not be used as messengers;

q. The parties shall maintain safe and appropriate sleeping and living accommodations for the children;

r. Neither parent shall question the minor children about the other parent's activities, personal relationships, or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor children;

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

t. Communication regarding the minor children shall be directly between the parents and shall not involve third parties;

u. Neither party shall have the children present with persons with whom they are romantically involved unless it is a committed relationship;

v. The parties shall discuss all major decisions concerning the children including their health, education, general welfare, daycare, medical and dental treatment, and therapy. To accomplish this, the parties shall use the following decision-making procedure:

a. Identify the issue;

b. Discuss possible solutions; and,

c. Choose the most sensible solution that considers the needs and interest of everyone involved.

d. If the parties reach an impasse, they shall attend mediation.

20. **First Right of Refusal.** Pursuant to Utah Code Ann. §81-9-202, parental care shall be presumed to be better care for the children than surrogate care; each party shall have the option to care for the minor children during any time in which the other party shall be away from the children for four (4) hours or longer ; the party exercising this right of first refusal shall be responsible for transportation at such times.

21. **Mutual Restraining Order.**

a. Both parties shall be 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 the best interest of the children.

c. Both parties shall be restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties shall also be 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 that shall otherwise be divulged to the other parent.

d. Both parties shall be 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 shall be mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and shall 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 shall be restrained from disparaging the other on social media or any other public forum.

22. **Child Support.** Jennifer is unemployed but shall be imputed a gross monthly income of \$1,733 per month (\$10/hour) for purposes of calculating child support. Alex is employed and earns approximately \$7,899 in gross monthly income. Based upon Utah Children Support Guidelines for 2 children, Alex shall pay Jennifer \$542 in monthly child support.

a. Child support shall be payable one-half on the 5th day of each month and one-half on the 20th day of each month.

b. Child support for each child shall continue until the children turns 18 or graduates from high school, whichever occurs later.

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

23. **Childcare Expenses.** Pursuant to Utah Code §81-6-209, both parties shall share equally all reasonable work, career, or occupational training-related childcare expenses.

a. The party who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification. The party incurring and/or paying for childcare expenses shall notify the other party of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

b. The party not directly paying for the childcare shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

c. A party incurring and/or paying for childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.

24. **Childcare Provider.** Within 14 days of the signed Stipulation, Jennifer shall provide Alex with the names of three childcare providers/agencies. Within an additional 14 days, Alex shall choose one of the three names. After Alex chooses one of the three people/agencies to utilize as a childcare provider, the parties shall immediately sign a contract with the provider and

complete any necessary tasks in order for the children to be cared for after the nesting arrangement ends.

25. **School Fees and Extracurricular Expenses.** The parties shall be equally responsible for the children's school fees. The parties shall be equally responsible for any extracurricular activities that are agreed upon in writing by both parties.

26. **Medical Expenses.** In accordance with U.C.A. §81-6-208, insurance for the medical, vision, and dental expenses of the minor children shall be provided by both parties, if it's available at reasonable cost.

a. If, at any time, dependent children is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be considered the primary coverage for the children, and the health, hospital, or dental insurance plan of Mother shall be considered the secondary coverage for the children.

b. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

c. 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.

d. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or

provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or shall have known of the change.

e. 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.

f. 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 children 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.

27. **Tax Exemption.** Beginning with the 2026 tax year, the parties shall alternate claiming the minor children as dependency exemptions on their tax returns.

a. When there is an even number of eligible children, the dependency exemption shall be divided equally.

b. When there is an odd number of eligible children, the dependency exemption shall be divided equally, with Alex claiming the odd-numbered children for years ending with an even number, and Jennifer claiming the odd-numbered children for years ending with an odd number.

28. **Alimony.** Alex shall pay Jennifer alimony in the amount of:

- a. \$1,758 per month for 24 months.
- b. \$1,608 per month for an additional 30 months.
- c. Alimony shall automatically terminate upon Jennifer's remarriage or cohabitation or upon the death of either party.

29. **Real Property.** During the course of the marriage, the parties acquired a home and real property located at 676 E. 100 N., American Fork, Utah 84003.

- a. The parties shall list the home for sale within 14 days with the realtor whom they have already chosen.
- b. If the parties disagree, they shall defer to their realtor regarding the listing price and sales price.
- c. After the home is sold, the parties shall equally divide any proceeds remaining after paying for any realtor fees and closing costs.

30. Maintaining the marital home is an equal, shared responsibility. The clean condition of the home is mutually advantageous to a quick sale. For up to 60 days:

- a. The parties shall continue to utilize a nesting arrangement for parent time. Jennifer shall be entitled to remain in the home during Alex's parent time but shall immediately remove herself from interactions with Alex and the children at Alex's request.
- b. Alex shall continue to pay for the mortgage, utilities, internet, and

insurance on the marital home and vehicles.

c. In addition, Alex shall pay Jennifer \$2,017 per month for up to 60 days or until the home sells, whichever occurs earlier. From the \$2,017, Jennifer shall be responsible to pay for all other family needs, including but not limited to food for the family, gasoline, her cell phone, her credit card payment, haircuts, medication, and the dogs.

d. Each month that Alex pays for the mortgage and other expenses shall count toward one month of his alimony obligation.

e. During the interim described herein, Jennifer shall continue to care for the children while Alex is at work. During that time, the parties shall mutually decide on a long-term childcare provider as described above.

f. The parties shall follow the recommendations of the realtor, and neither party shall thwart the sale of the home.

g. Jennifer shall maintain the interior of the home so that it is clean and presentable for showings. During Alex's parent time, he shall maintain the cleanliness of the interior.

h. Alex shall maintain the exterior of the home so that it is clean and presentable for showings. During Jennifer's parent time, she shall maintain the cleanliness of the exterior.

i. Any expense incurred by a party because the other is derelict in his/her duties to maintain the home in "show" ready condition shall be deducted from the derelict party's equity when the sale proceeds are divided.

31. If the home is not sold within 60 days, both parties shall move from the residence and shall equally share the mortgage, insurance, and utility payments until the home is sold.

32. **Personal Property**. During the course of the marriage relationship, the parties acquired certain personal property. Except as designated below, the parties shall divide their personal property between themselves. If the parties cannot agree on the division of personal property, they shall attend mediation.

- a. Jenny shall keep:
 - i. Furniture refurbishing tools
 - ii. ½ Food storage
 - iii. Xbox and game
 - iv. Mini cashier set
 - v. Dogs
 - vi. Electric toy Jeep
 - vii. ½ Christmas decorations
 - viii. Picture frames
 - ix. Crypto account
 - x. Iraqi Dinar
 - xi. Her laptop
 - xii. Children's nugget couch
 - xiii. King-sized mattress
- b. Alex shall keep:
 - i. Children's bicycles
 - ii. Family Room TV

- iii. Children's dressers
- iv. Master dresser(s)
- v. His laptop and monitor
- vi. Camping gear and chairs
- vii. ½ Food storage
- viii. ½ Christmas decorations

c. The Nintendo Switch shall follow the children.

33. **Vehicles.**

a. Jennifer shall keep the 2018 Kia Sorrento and shall indemnify and hold Alex harmless from any payments or upkeep thereon.

b. Alex shall keep the 2008 Hyundai Elantra and shall indemnify and hold Jennifer harmless from any payments or upkeep thereon. Jennifer shall sign over the title to Alex within 7 days of the parties' signed Stipulation.

34. **Debts.** The parties acquired debts during the marriage. Except as stated otherwise herein, each party shall be responsible for any debt in his/her own name. If any 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.

35. **Retirement.** Alex has retirement accounts with Empower, Fidelity Brokerage Services, and Vanguard.

a. The parties shall equally divide the marital portion of the retirement accounts.

b. The parties shall equally share in the cost of any Qualified Domestic

Relations Orders (QDRO's) needed to divide the assets within 30 days after the Decree of Divorce is entered.

c. The parties shall divide the accounts in such a way that the least number of QDROs are required.

d. The parties shall use David Hunter as their QDRO attorney.

36. **Life Insurance.** Each party shall name the minor children as beneficiaries on any and all of his/her current or future life insurance policies.

37. **Financial Accounts.** Each party shall be entitled to the monies in his/her own financial accounts.

38. **Health Insurance.** Each party shall be responsible for his and her own health and medical insurance coverage.

39. **Divorce Classes.** Each party has completed the required Divorce Education and Divorce Orientation classes.

40. **Dispute Resolution.** If a dispute arises between the parties, other than an enforcement action, they shall return to mediation prior to filing an action in court. Each party shall equally bear the costs of any future mediation.

41. **Maiden Name.** Mother shall be entitled to legally change her name to her maiden name of Jackson if she so chooses.

42. **Attorney's Fees and Costs.** Each party shall be responsible for his/her own attorney fees associated with this matter.

43. **Cooperation.** Jennifer and Alex 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.

44. **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.

Order is signed when electronically stamped by the Court on the first page

APPROVED AS TO FORM:

With the permission of:

/s/ Randalee White (by email authorization on 06/03/2026)

DANIEL EYRE, Attorney

JASON WHITE, Attorney

RANDALEE WHITE, LPP

Legal Counsel for Respondent