

FILED  
JUN 10 2026  
4TH DISTRICT  
STATE OF UTAH  
UTAH COUNTY

**Candice Linn Mumford**  
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*Petitioner Pro Se*

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

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In the Matter of the Marriage of the Following  
Parties:

**CANDICE LINN MUMFORD,**

Petitioner,

and,

**STEPHEN MARK MUMFORD,**

Respondent.

**Other interested parties may include ORS.**

**DECREE OF DIVORCE**

Case Number: 264300018

Judge: Honorable Jared Eldridge

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The matter before the Court is the Stipulated and Verified Petition for Divorce (hereinafter, the "Petition") filed by the above-captioned petitioner, Candice Linn Mumford (hereinafter, "Petitioner"), and stipulated to by the above-captioned respondent, Stephen Mark Mumford (hereinafter, "Respondent"). The Court, having reviewed the Petition, the record, the Parties' stipulation, and the accompanying filings, and good cause appearing, hereby enters this Decree of Divorce (hereinafter, this "Decree").

Petitioner and Respondent are hereinafter jointly referred to as the "Parties" and may be individually referred to as a "Party."

The Court hereby orders, adjudges, and decrees the following, in conformity with the Petition and the Parties' stipulation:

## **RECITALS**

- I.** Both Parties are proceeding in this action pro se.
- II.** The Petition resolves every claim for relief that either Party requests in this divorce action.
- III.** The Parties have stipulated that a divorce shall be granted on the ground of irreconcilable differences because the marriage is irretrievably broken.
- IV.** The Parties have had the opportunity to seek independent legal advice of their own choosing and understand that neither Party is entitled to rely on the other Party, or on the other Party's attorney, to explain that Party's legal rights.
- V.** The Parties have read the Petition, understand the Petition, and voluntarily accept the Petition in full satisfaction of every issue actually raised, or that could have been raised, in this action.
- VI.** The Petition reflects the Parties' negotiated agreement and shall not be construed against either Party based on who prepared the first draft or any later revision.
- VII.** No other action is pending in this or any other court of competent jurisdiction that would deprive this Court of authority to proceed with the issues resolved in the Petition.
- VIII.** The Parties desire that the Court enter a Decree, the Findings of Fact, Conclusions of Law, Order, and any other necessary closing document in conformity with the Petition.
- IX.** The Parties enter the Petition freely and voluntarily, intending to be bound by it, and represent that no person has threatened, coerced, or promised anything outside the Petition in exchange for their agreement.

X. The Parties acknowledge that jurisdiction and venue are properly vested in this Court, and that the Court may shorten or waive any otherwise applicable waiting period if Utah law permits and the Court finds a sufficient basis to do so.

XI. The Petition is the Parties' final written agreement on every issue addressed in it, and no prior or contemporaneous oral statement survives unless expressly adopted by the Court in a signed order.

XII. The Parties understand that public pleadings shall not contain safeguarded or non-public information, including full dates of birth, full Social Security numbers, or unnecessary identifying information for minor children, and that any required protected information must be filed separately in the appropriate non-public form.

XIII. Because the Parties have a minor child together, the Parties understand the mandatory divorce orientation and divorce education requirements; they represent that they have completed the required courses, they will ensure the required course certificates are filed before entry of this Decree, and they will file a separate Parenting Plan.

XIV. Because child support and alimony are requested, the Parties understand that the required income verification, financial disclosures, and Child Support Worksheet or other required support documentation must be filed before entry of this Decree.

XV. The Petition and this Decree shall be governed and construed in accordance with the laws of the State of Utah.

#### **PARTIES**

1. Petitioner is the petitioner in this matter. Petitioner's residential address is 4863 E Hidden Steppe Bend, Eagle Mountain, Utah 84005.

2. Respondent is the respondent in this matter. Respondent's residential address is 699 N. Badger Lane, Saratoga Springs, Utah 84045.

3. If Respondent has not previously entered an appearance, Respondent, by signing the Petition, acknowledges receipt of the Petition, waives formal service, enters an appearance, and submits to the jurisdiction of the Court for entry of final orders consistent with the Petition.

### **THREE-MONTH RESIDENCY - JURISDICTION AND VENUE**

4. Jurisdiction and venue are properly vested in this Court because Petitioner has been an actual and bona fide resident of Utah County, State of Utah, for at least 90 days immediately before the filing of the Petition, and because the remaining statutory requirements of Utah Code § 81-4-402 are satisfied.

### **MARRIAGE**

5. The Parties were married on July 19, 2003, in Seattle, King County, Washington, and remain married.

6. The Parties separated on August 1, 2025, and have remained separated since.

### **GROUND**

7. The Parties shall be granted a divorce from each other on the ground of irreconcilable differences because the marriage is irretrievably broken.

8. The Parties have an adequate basis for divorce under Utah Code § 81-4-405(1)(h) and shall be awarded this Decree.

### **MILITARY SERVICE STATUS**

9. Petitioner is not presently serving in the United States military or on active duty.

10. Respondent is not presently serving in the United States military or on active duty.

### **PUBLIC ASSISTANCE STATEMENT - ORS**

11. Neither Party is presently receiving public assistance, cash assistance, medical assistance, or child support enforcement services through the Office of Recovery Services, the Department of Human Services, or a comparable agency.

### **THE CHILD**

12. The Parties are the legal parents of 1 minor child, whose initials are **B.K.M.** (hereinafter, the “**Child**”), and whose non-public identifying information is outlined in the separately filed non-public information form, as required by Utah practice.

13. This Court has jurisdiction to determine the child-related issues in this divorce action because Utah is the Child’s home state, or otherwise has jurisdiction under Utah Code § 81-11-201.

### **UCCJEA Jurisdiction**

14. Utah has jurisdiction over custody and parent-time issues in this case pursuant to Utah’s Uniform Child Custody Jurisdiction and Enforcement Act because Utah is the Child’s home state and the Child has lived in Utah with a parent continuously since birth, including for at least six consecutive months immediately before the filing of the Petition.

### **URCP Rule 100/UCCJEA Information**

15. Pursuant to Utah Code § 81-11-209 and the jurisdictional information required in child-custody proceedings, the Parties state that no custody, parent-time, child-support, protective-order, criminal, delinquency, or other related court or agency proceeding concerning the Child is known to be pending or previously adjudicated in any court or agency.

16. The Parties further state that no non-party is known to have or claim custody, parent-time, visitation, guardianship, or support rights concerning the Child.

**Residency of the Child During the Last Five Years**

17. During the last five years, the Child has lived at the following places, for the following periods, and with the following persons:

|                                                    |                                                                                                                                                                                                                                                                                |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Child:</b>                                      | B.K.M.                                                                                                                                                                                                                                                                         |
| <b>State(s) of residence:</b>                      | Utah                                                                                                                                                                                                                                                                           |
| <b>Addresse(s) of residence:</b>                   | 699 N. Badger Lane, Saratoga Springs, Utah 84045 (October 22, 2021-August 1, 2025).<br><br>699 N. Badger Lane, Saratoga Springs, Utah 84045 and 4863 E Hidden Steppe Bend, Eagle Mountain, Utah 84005 (August 1, 2025-present).                                                |
| <b>Periods of residence:</b>                       | October 22, 2021-August 1, 2025.<br><br>August 1, 2025-present.                                                                                                                                                                                                                |
| <b>Persons with whom the Child resided:</b>        | Stephen Mark Mumford, Candice Linn Mumford, Jackson Mumford, and Josie Mumford (through August 1, 2025).<br><br>Stephen Mark Mumford and Jackson Mumford at the Saratoga Springs residence, and Candice Linn Mumford at the Eagle Mountain residence (August 1, 2025-present). |
| <b>Relationship of these persons to the Child:</b> | Respondent, Stephen Mark Mumford: Father.<br><br>Petitioner, Candice Linn Mumford: Mother.<br><br>Jackson Mumford: Brother.<br><br>Josie Mumford: Sister.                                                                                                                      |

**CHILD CUSTODY AND PARENT-TIME**

18. In resolving custody and parent-time, the Parties represent that they have considered the Child's best interests and the applicable factors in Utah Code § 81-9-204.

### **Physical Custody**

19. The Parties shall be awarded joint physical custody.

20. The Child's primary residence shall be with Petitioner, subject to the detailed residential schedule outlined in the separately filed Parenting Plan, which is incorporated herein by this reference.

### **Legal Custody**

21. The Parties shall be awarded joint legal custody.

22. The Parties shall make major decisions concerning the Child's education, health care, religious upbringing, and general welfare jointly.

23. Each parent shall make day-to-day decisions during that parent's own parent-time.

24. Either parent may make emergency decisions affecting the Child's health or safety, with prompt notice to the other parent.

25. Routine activity choices during a parent's own time are day-to-day decisions, while major commitments involving material costs, schedule impacts, or religious significance remain joint decisions.

### **Parent-Time**

26. Parent-time shall be exercised on a week-on/week-off schedule, subject to the specific holiday, special-occasion, transportation, communication, travel, and make-up provisions stated in the Petition.

### **Parent-Time for Special Occasions**

27. The Parties shall follow the holiday and special-occasion schedule in the table below, which is intended to work in conjunction with the Parties' week-on/week-off schedule and which is organized from the beginning of the year through the end.

28. At the option of the Party exercising the holiday or that Party's allocated portion of it, the Child may remain together for the holiday period beginning the first evening the Child's school is let out for the holiday and ending the evening before the Child returns to school, unless the Parties otherwise agree in writing or the nature of the holiday does not reasonably support that timing.

29. Except as otherwise specifically provided in the table below, the regular week-on/week-off schedule shall govern any holiday or special occasion not expressly reallocated.

30. Religious holidays shall ordinarily be observed with the parent who practices the applicable religion, unless the Parties otherwise agree in writing.

31. By January 15 of each year, the Parties shall communicate regarding summer-vacation dates and any desired modification to the holiday rotation or special-occasion schedule.

32. Each Party shall be entitled to two uninterrupted weeks with the Child during summer vacation upon at least 30 days' advance written notice.

33. The Parties may modify the holiday and special-occasion schedule by written agreement. If they cannot agree after good-faith consultation, they shall mediate before seeking court intervention.

| <b>Special Occasion</b>                                                             | <b>Parent-Time Schedule</b>                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| New Year's Day (Takes place on January 1)                                           | New Year's Day shall follow the Christmas assignment. Accordingly, in odd-numbered years Respondent shall have the Child, and in even-numbered years Petitioner shall have the Child, unless the Parties otherwise agree in writing.                                                                                                    |
| Dr. Martin Luther King Jr. Day Weekend (Takes place on the third Monday of January) | The parent exercising the regular week-on/week-off schedule shall have the Child unless the Parties otherwise agree in writing.                                                                                                                                                                                                         |
| Lincoln's Birthday (Takes place on February 12)                                     | The parent exercising the regular week-on/week-off schedule shall have the Child unless the Parties otherwise agree in writing.                                                                                                                                                                                                         |
| Presidents' Day Weekend (Takes place on the third Monday of February)               | The parent exercising the regular week-on/week-off schedule shall have the Child unless the Parties otherwise agree in writing.                                                                                                                                                                                                         |
| Easter (Takes place as varied)                                                      | If either Party seeks to observe Easter as a religious holiday and practices the applicable religion, that Party shall have the Child for the Easter holiday unless the Parties otherwise agree in writing. Otherwise, the regular week-on/week-off schedule shall govern.                                                              |
| Spring Break (Takes place as varied)                                                | In odd-numbered years, Respondent shall have the Child during spring break. In even-numbered years, Petitioner shall have the Child during spring break.                                                                                                                                                                                |
| Mother's Day (Takes place on the second Sunday of May)                              | Petitioner shall have the Child on Mother's Day each year unless the Parties otherwise agree in writing.                                                                                                                                                                                                                                |
| Petitioner's Birthday                                                               | Reasonable celebration or contact with Petitioner shall be permitted as mutually agreed. If the Parties do not make a separate arrangement, the regular week-on/week-off schedule shall govern.                                                                                                                                         |
| Memorial Day Weekend (Takes place on the last Monday of May)                        | The parent exercising the regular week-on/week-off schedule shall have the Child unless the Parties otherwise agree in writing.                                                                                                                                                                                                         |
| Father's Day (Takes place on the third Sunday of June)                              | Respondent shall have the Child on Father's Day each year unless the Parties otherwise agree in writing.                                                                                                                                                                                                                                |
| Respondent's Birthday                                                               | Reasonable celebration or contact with Respondent shall be permitted as mutually agreed. If the Parties do not make a separate arrangement, the regular week-on/week-off schedule shall govern.                                                                                                                                         |
| Independence Day (Takes place on July 4)                                            | The parent exercising the regular week-on/week-off schedule shall have the Child unless the Parties otherwise agree in writing.                                                                                                                                                                                                         |
| Summer Vacation (Takes place as varied)                                             | Each Party shall be entitled to two uninterrupted weeks with the Child during summer vacation upon at least 30 days' advance written notice. Except for any uninterrupted vacation period properly noticed under the Petition, the regular week-on/week-off schedule shall continue unless the Parties otherwise agree in writing.      |
| Pioneer Day (Takes place on July 24)                                                | The parent exercising the regular week-on/week-off schedule shall have the Child unless the Parties otherwise agree in writing.                                                                                                                                                                                                         |
| Labor Day Weekend (Takes place on the first Monday of September)                    | The parent exercising the regular week-on/week-off schedule shall have the Child unless the Parties otherwise agree in writing.                                                                                                                                                                                                         |
| Columbus Day Weekend (Takes place on the second Monday of October)                  | The parent exercising the regular week-on/week-off schedule shall have the Child unless the Parties otherwise agree in writing.                                                                                                                                                                                                         |
| Fall School Break (Takes place as varied)                                           | Fall break shall alternate opposite spring break. Accordingly, in odd-numbered years Petitioner shall have the Child during fall break, and in even-numbered years Respondent shall have the Child during fall break.                                                                                                                   |
| Child's Birthday (Takes place on October 22)                                        | Each Party may celebrate with the Child on the actual birthday or by separate reasonable arrangement. If both Parties seek time on the actual birthday and cannot agree after good-faith consultation, the regular week-on/week-off schedule shall govern, with reasonable efforts to allow the other Party an appropriate celebration. |

| <b>Special Occasion</b>                                                       | <b>Parent-Time Schedule</b>                                                                                                                                                                                    |
|-------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Halloween (Takes place on October 31)                                         | The parent exercising the regular week-on/week-off schedule shall have the Child unless the Parties otherwise agree in writing.                                                                                |
| Veterans' Day (Takes place on November 11)                                    | The parent exercising the regular week-on/week-off schedule shall have the Child unless the Parties otherwise agree in writing.                                                                                |
| Thanksgiving Day and Weekend (Takes place on the fourth Thursday of November) | In odd-numbered years, Petitioner shall have the Child during Thanksgiving Day and weekend.<br>In even-numbered years, Respondent shall have the Child during Thanksgiving Day and weekend.                    |
| Winter Break (Takes place as varied)                                          | Except as otherwise specifically provided for Christmas Eve, Christmas Day, and New Year's Day, winter break shall follow the regular week-on/week-off schedule unless the Parties otherwise agree in writing. |
| Christmas Eve (Takes place on December 24)                                    | In odd-numbered years, Respondent shall have the Child on Christmas Eve.<br>In even-numbered years, Petitioner shall have the Child on Christmas Eve.                                                          |
| Christmas Day (Takes place on December 25)                                    | In odd-numbered years, Respondent shall have the Child on Christmas Day.<br>In even-numbered years, Petitioner shall have the Child on Christmas Day.                                                          |
| New Year's Eve (Takes place on December 31)                                   | The parent exercising the regular week-on/week-off schedule shall have the Child unless the Parties otherwise agree in writing.                                                                                |

### **Parent-Time Transfers**

34. The Parties shall exchange the Child on Sundays, before or after the Child's church service, depending on the ward schedule, with any outside exchange occurring no later than 4:00 p.m., unless the Parties otherwise agree in writing or by contemporaneous communication.

35. The parent ending that parent's week shall transport the Child to the other Party's residence or to another agreed exchange location.

36. Each Party shall maintain appropriate safety equipment for the Child and shall ensure the Child has necessary clothing, school materials, medications, and other belongings for the receiving household.

37. The transporting Party shall bear transportation costs associated with routine exchanges and ordinary activity transportation.

38. The shared digital calendar shall remain available to both Parties for viewing and editing and shall serve as the Parties' official record of parenting-time adjustments and actual overnights.

### **ADDITIONAL CHILD CUSTODY AND PARENT-TIME PROVISIONS**

39. Each Party shall permit and encourage reasonable, uncensored communication between the Child and the other Party in the manner outlined in the Petition.

40. Each Party shall have access to the Child's education, medical, dental, mental health, daycare, extracurricular, and other child-related information and records as provided by Utah law and the Petition.

41. Each Party shall be entitled to attend the Child's school, medical, dental, athletic, religious, and other child-related events, regardless of whose parent-time is in effect.

42. Each Party shall promptly provide the other Party with current residential address information, mailing address information, telephone numbers, e-mail addresses, and emergency contact information, and shall promptly update that information whenever it changes.

43. Each Party shall support the Child's relationship with extended family members on both sides when reasonable under the circumstances.

44. If either Party is unable to personally care for the Child for four hours or longer during that Party's parent-time, that Party shall first offer the other Party the opportunity to care for the Child.

45. Notice shall be given by both written communication (text message or e-mail) and a telephone call.

46. The receiving Party shall have 30 minutes from receipt of both forms of notice to accept or decline.

47. If the other Party declines or does not timely respond, the scheduled Party may arrange alternative care, shall bear any cost of that alternative care, and shall provide the other

Party with the alternative caregiver's name, address, contact information, and anticipated duration of care at least 24 hours in advance when reasonably possible, or as soon as reasonably possible in an emergency.

48. The scheduled Party shall provide the other Party with the alternative caregiver's name, address, contact information, and anticipated duration of care at least 24 hours in advance when reasonably possible, or as soon as reasonably possible in an emergency.

49. The Parties shall periodically evaluate the effectiveness of the parent-time schedule through good-faith communication and observation of the Child's adjustment and well-being.

50. If the Parties are unable to agree on a major child-related decision or on a material modification to the schedule, they shall seek mediation before filing a motion with the Court, unless emergency circumstances require immediate relief.

#### **ADDITIONAL PROVISIONS REGARDING THE CHILD**

51. The child-related provisions of the Petition shall govern the Parties' education plan, including the Child's attendance at Vista Heights Middle School and then Westlake High School, unless later changed by written agreement, the exchange of records, communication with each other, communication with the Child, and all other child-related implementation details required by Utah Code § 81-9-203.

52. Both Parties shall be listed as contacts with the Child's school and shall have independent access to academic records, report cards, progress reports, parent-teacher conferences, school activities, teacher contact information, and any online parent portal or educational platform used by the school.

53. Any proposed change in school enrollment shall require the Parties' written agreement after consideration of academic quality and opportunities, the effect on the parenting schedule, distance from each residence, the Child's peer relationships and extracurricular commitments, and any special educational needs.

54. Each Party shall promptly share school pictures, disciplinary notices, evaluations, registration deadlines, activity schedules, and other school or extracurricular information reasonably necessary for both Parties to remain informed and involved.

55. Each Party shall provide written notice of newly scheduled school, medical, religious, athletic, or other child-related events within 48 hours after learning of them, when reasonably possible.

56. The Parties shall maintain a shared digital calendar for the Child's school, medical, religious, athletic, and other child-related events.

57. The Parties shall confer monthly regarding upcoming scheduling and shall annually review actual overnights and any child-support implications.

58. Each Party shall provide 30 days' advance written notice of out-of-state travel and 60 days' advance written notice of international travel, together with itinerary and contact information.

59. The Parties shall share passport fees equally, shall cooperate in passport paperwork, and shall not take the Child outside the United States for more than 14 consecutive days without the other Party's written consent for additional time.

60. When international travel is planned, each Party shall reasonably cooperate by timely appearing in person or signing any consent document reasonably necessary to obtain or renew the Child's passport.

61. Each Party traveling internationally with the Child shall provide accommodation information and third-party emergency contact information and shall carry written travel documentation containing both Parties' contact information for emergency use.

62. If either Party intends to relocate, or makes a local move that materially affects exchanges, school attendance, or travel logistics, that Party shall give the other Party at least 30 days' prior written notice.

63. After such notice, the Parties shall confer in good faith regarding any needed modifications, including any travel-cost allocation made necessary by a future relocation.

64. After the relocation notice is given, the Parties shall confer regarding any temporary or permanent schedule adjustments needed to address exchanges, school attendance, activity commitments, travel responsibilities, and the Child's social, emotional, and educational well-being.

65. The Parties shall remain open to trial or temporary adjustments when reasonably necessary to determine what arrangement best serves the Child's best interest.

66. In introducing a future significant other to the Child, the Parties shall focus on the Child's emotional, mental, and physical well-being.

67. The Parties shall reasonably communicate and cooperate with one another regarding the timing and circumstances of any such introduction.

68. As a best practice, rather than as a strict prohibition, the Parties acknowledge that it is generally preferable to delay such introductions until a relationship has matured and appears likely to be long-term.

69. Each Party shall respect the other Party's personal space and privacy and shall avoid unnecessary intrusion into the other Party's home, personal affairs, or relationships.

70. Each Party shall not interrogate the Child about the other Party's personal life and shall maintain age-appropriate privacy for the Child in each household.

71. The Parties shall support each other's parental authority and shall attempt to maintain reasonably consistent rules, curfews, discipline, homework expectations, and achievement expectations between households.

72. Each Party shall promptly consult with the other if the Child experiences school problems, emotional concerns, medical issues, or other significant issues affecting the Child's welfare.

73. Each Party shall communicate directly with the other on child-related matters in a civil, respectful, and constructive manner.

74. Each Party shall use reasonable efforts to prevent family members, friends, and other associates from making negative comments about the other Party in the Child's presence.

75. The Parties shall make reasonable accommodations for the Child's attendance at meaningful extended-family gatherings and shall reasonably consider the Child's wishes about such attendance when age-appropriate.

76. Each Party shall share contact information for coaches, instructors, medical providers, activity leaders, and similar child-related contacts as reasonably necessary for the other Party to remain informed and involved.

77. The Parties shall request duplicate communications from schools, medical providers, and activity organizations when reasonably available.

78. The Parties shall protect the Child from parental conflict and shall present child-related decisions in a manner reasonably calculated to preserve the Child's sense of security.

79. If a concern arises regarding a significant other's relationship with the Child, the Parties shall address that concern directly with each other and shall avoid speaking negatively to the Child about such a relationship absent a legitimate child-safety or welfare concern.

#### **CHILD SUPPORT**

80. The obligor Party shall be ordered to pay child support in the monthly amount shown on the current child support worksheet, subject to the Court's approval of the worksheet, the Parties' verified incomes, and Utah Code Title 81, Chapter 6.

81. The separately filed child support worksheet, income verification, and statement of compliance with child support guidelines are incorporated herein by this reference.

82. Child support shall begin on the first day of the month following entry of this Decree, shall be due on the 7th day of each month, shall be paid by monthly bank transfer, Venmo, or another mutually agreed electronic method, and shall continue until the Child is no longer entitled to support under Utah law, unless modified by further order.

83. The obligee shall be entitled to income withholding and to collection or enforcement services through the Office of Recovery Services as provided by Utah law. However, ORS is not presently collecting or enforcing this obligation.

84. The presumptive guideline child-support amount shown on the current child support worksheet is \$526.09 per month.

**Parties' Income for Child Support Purposes**

88. For child support purposes, Petitioner's gross monthly income is \$2,600.00, and Ultimate Health and Wellness employs Petitioner.

89. For child support purposes, Respondent's gross monthly income is \$14,666.00, and Eagle Mountain City employs Respondent.

**CLAIMING DEPENDENT CHILD FOR INCOME TAX PURPOSES**

90. Beginning with the first tax year in which the Parties are eligible to file separate returns after entry of this Decree, the Parties shall each year compare which Party would receive

the greater net tax benefit from claiming the Child for dependency or other child-related income-tax purposes.

91. If one Party would receive the greater benefit and claims the Child, that Party shall compensate the other Party in an amount the Parties agree reflects the other Party's lost tax benefit, with payment due by April 15 of the applicable tax year.

92. If there is no meaningful difference in tax benefit, Respondent may claim the Child in odd-numbered tax years, and Petitioner may claim the Child in even-numbered tax years.

93. The Parties shall timely exchange the information reasonably necessary to make this determination, shall mediate any dispute before filing inconsistent returns when reasonably possible, and shall execute any IRS Form 8332 or similar release reasonably necessary to implement this provision.

94. No later than January 31 of each year, the Parties shall notify each other in writing of the intended tax treatment for that year consistent with the Petition.

95. Neither Party shall file an inconsistent return, or amend a prior return to claim the Child contrary to the Petition, absent written agreement or further order.

#### **CHILD HEALTH CARE**

96. Respondent shall maintain medical, dental, and hospital insurance for the Child so long as coverage is available at a reasonable cost, as defined by Utah law.

97. No additional premium-sharing reimbursement is presently ordered beyond any amount, if any, already reflected in the child support worksheet.

98. Before open-enrollment deadlines, the Parties shall annually evaluate available health-insurance options for the Child, taking into account coverage, premium cost, out-of-pocket exposure, provider network, prescription coverage, and overall value.

99. The Party maintaining coverage shall provide the other Party with current insurance cards, policy information, and, upon reasonable request, documentation regarding coverage and material plan changes.

100. Each Party shall have the authority to communicate with providers and carriers, submit claims, and obtain coverage information regarding the Child.

101. If a qualifying life event or special-enrollment opportunity materially affects the Child's coverage or available options, the affected Party shall notify the other within 10 days, and the Parties shall evaluate whether a change in coverage is warranted.

102. The Parties shall allocate agreed uninsured and unreimbursed medical, dental, orthodontic, optical, mental health, counseling, therapy, prescription, co-payment, coinsurance, and deductible expenses 70% to Respondent and 30% to Petitioner.

103. If Petitioner receives a discount on agreed health-related services or supplies through employment or otherwise, Respondent's 70% share of an agreed expense shall be calculated from the pre-discount price, and any discount shall be applied to Petitioner's 30% share.

104. In the event of a medical crisis or a relapse of a previously treated condition affecting the Child, the Parties shall promptly confer regarding any temporary adjustment to custody, care needs, or logistics reasonably necessary to serve the Child's best interest and recovery, and shall mediate unresolved disputes in good faith if prompt agreement cannot be reached.

105. Elective procedures, including orthodontia, and any out-of-network care that creates additional cost require a prior written agreement before cost-sharing applies, except in emergencies.

106. If a Party chooses out-of-network care that incurs additional costs without a prior written agreement, that Party shall bear the additional costs.

107. The Party seeking reimbursement shall provide written verification of the expense and payment within 30 days after the expense is paid.

108. The other Party shall reimburse that Party's share within 30 days after receiving the verification.

#### **LIFE INSURANCE**

109. Respondent shall maintain the life-insurance coverage presently in force for his benefit, or comparable replacement coverage, with the Parties' children designated as beneficiaries and with Petitioner designated as a beneficiary until the Child graduates from high school or until Petitioner remarries or begins qualifying cohabitation, whichever first occurs.

110. Respondent shall provide proof of coverage and of the required beneficiary designations within 30 days after entry of this Decree and upon reasonable written request thereafter.

#### **CHILDCARE EXPENSES**

111. There are no current work-related, education-related, or job-search-related childcare expenses for the Child, and no childcare allocation is requested at this time.

### **OTHER CHILD-RELATED EXPENSES**

112. The Parties shall share the Child's reasonable extracurricular expenses, school expenses, logistical expenses, and technology expenses equally, 50% to each Party, provided that any non-routine single expense exceeding \$100.00 requires advance written agreement by both Parties.

113. For purposes of administration, "extracurricular expenses" shall include reasonable expenses for sports, lessons, camps, clubs, tutoring, arts, scouting, and similar developmental activities, but shall not include pure entertainment expenses unless otherwise agreed in writing.

114. "School and logistical expenses" shall include reasonable costs for school fees, school supplies, lunches, cell phone or technology needs, transportation-related costs, and similar practical child-related expenses.

115. If the Parties do not agree in advance to a non-routine expense exceeding that amount, the Party who elects to incur the expense shall be solely responsible for it, absent emergency or subsequent written agreement.

116. Each Party shall provide the Child with ordinary clothing for that Party's home. Significant clothing items, including winter coats, boots, uniforms, and similar special items, shall be shared equally, 50% each to the Parties.

117. The Parties shall reconcile the foregoing expenses monthly through their shared Google Sheet or through another mutually agreed written method, and any reimbursement due shall be paid no later than the seventh day of the month following the month in which the expense was entered or otherwise communicated.

118. Each Party seeking reimbursement shall timely enter or otherwise communicate the expense through the Parties' shared Google Sheet or other mutually agreed written method and shall provide receipts or other proof of payment sufficient to permit review.

119. The Parties shall not discuss child-related financial disagreements in the Child's presence and shall present child-related financial decisions to the Child in a manner reasonably calculated to shield the Child from parental conflict.

120. Expenses associated with the 2009 Pontiac Vibe, or with any replacement vehicle later agreed in writing to be used primarily by the Child, including insurance, registration, maintenance, repairs, and fuel, shall be paid 60% by Respondent and 40% by Petitioner. Any single non-emergency vehicle expense exceeding \$300.00 requires prior written agreement for cost-sharing to apply.

## **MARITAL ESTATE AND DIVISION THEREOF**

### **Real Property**

121. The Parties own one parcel of marital real property located at 699 N. Badger Lane, Saratoga Springs, Utah 84045, in Utah County, Utah, parcel no. 66:140:0808, legally described as Lot 808, Plat "H", Sunrise Meadows Subdivision, Saratoga Springs, Utah, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

122. The residence was acquired on August 16, 2017, is presently titled in the Parties' names, has an estimated value of approximately \$650,000, and is encumbered by a mortgage presently serviced by Rocket Mortgage with an approximate balance of \$326,434 and an approximate monthly payment of \$2,072.

123. Respondent has already paid Petitioner \$139,877 in full satisfaction of Petitioner's equity interest.

124. Respondent shall be awarded the residence, subject to the mortgage and all taxes, insurance, maintenance, and related costs, and shall be entitled to any mortgage-interest deduction associated with the residence.

125. Respondent shall assume or refinance the mortgage if possible; if the mortgage is not assumable and Petitioner remains on the loan, Petitioner shall remain on the mortgage for up to 10 years from August 19, 2025, to permit Respondent time to refinance or otherwise remove Petitioner from the obligation.

126. While Petitioner remains on the loan, Respondent shall timely pay the mortgage and shall indemnify, defend, and hold Petitioner harmless from any liability arising from the property or loan.

127. If Respondent defaults while Petitioner remains obligated on the loan, Petitioner may cure the default and shall be immediately reimbursed by Respondent, together with interest at 3% per annum, or may seek sale of the residence with sale proceeds first applied to the mortgage and customary selling costs.

### **Personal Property**

128. The Parties have already divided all furniture, furnishings, household goods, electronics, tools, collectibles, animals, jewelry, firearms, and other tangible personal property by mutual agreement.

129. Except as otherwise expressly provided in the Petition, each Party shall retain the personal property presently in that Party's possession, free of any claim by the other.

### **Vehicles**

130. The 2015 Subaru Outback, with an approximate value of \$7,609 and an approximate loan balance of \$9,910, is awarded to Respondent, who shall be solely responsible for any loan, insurance, registration, maintenance, and all other costs associated with that vehicle and shall indemnify and hold Petitioner harmless therefrom.

131. The 2012 Honda Odyssey, valued at approximately \$7,600, is awarded to Petitioner. Respondent shall execute any documents reasonably necessary to complete any remaining transfer of title within the general implementation period stated below or within 60 days after written demand, whichever first applies; Petitioner shall thereafter be solely responsible for all costs associated with that vehicle and shall indemnify and hold Respondent harmless therefrom.

132. The 2009 Pontiac Vibe, with an approximate value of \$3,938, shall remain designated for the Child's use as provided in the child-related expense provisions of the Petition.

### **Bank, Credit Union, and Financial Accounts**

133. The Parties represent that all marital cash balances and account divisions have already been fully completed.

134. Each Party shall retain all bank, credit-union, cash, and other financial accounts presently titled in that Party's sole name or presently in that Party's possession, including any replacement accounts opened after separation, free of any claim by the other.

135. To the extent any previously identified joint or jointly referenced account remains titled in both names, the Party retaining that account shall use reasonable efforts to remove the other Party's name and shall indemnify the other Party from any liability associated with it.

136. No further cash equalization is requested.

### **Retirement Accounts**

137. Respondent's URS 401(k) account shall be divided equally, 50% to each Party, with Petitioner's share rolled into an individual retirement account or other eligible account in Petitioner's name through a qualified domestic relations order or other division order acceptable to the plan administrator.

138. Respondent's URS 457 account shall likewise be divided equally, 50% to each Party, and Respondent shall additionally transfer \$16,363 from his retirement assets to Petitioner as part of the remaining property settlement, through a qualified domestic relations order or other plan-acceptable division order.

139. Respondent's URS Roth IRA shall be divided equally, 50% to each Party, as to the remaining balance after the prior withdrawal already completed and split by the Parties.

140. Respondent shall prepare, cooperate in, and sign any QDRO, domestic-relations order, rollover instruction, or other plan-required document needed to complete these transfers within 30 days after entry of this Decree. The Parties do not identify any other retirement assets requiring division.

### **Business Interests**

141. The Parties have no business interests to divide.

### **Debt**

142. The Parties shall pay marital and individual debts as follows: Respondent shall be solely responsible for the Synchrony window debt ending in 8211, with an approximate balance of \$4,054 and an approximate monthly payment of \$219, and for the Mohela student-loan debt

incurred in his name, with an approximate balance of \$34,129 and an approximate monthly payment of \$252.

143. Except as otherwise expressly provided in the Petition, each Party shall be solely responsible for that Party's separate debts.

144. The Party responsible for a debt shall timely pay that debt, use reasonable efforts to remove the other Party's name from the obligation if applicable, and indemnify, defend, and hold the other Party harmless from every liability, expense, loss, claim, or damage arising from the debt.

145. Each Party shall notify every creditor holding a debt addressed in this Decree of the allocation of responsibility in this Decree and of that Party's current mailing address, but no such notice changes the Parties' contractual liability to the creditor absent the creditor's written agreement.

#### **ALIMONY AND SPOUSAL SUPPORT**

146. Respondent shall pay Petitioner alimony in the amount of \$3,300.00 per month for a period of 10 years, commencing August 1, 2025.

147. Payments shall be due on the first day of each month, but no later than the seventh day of each month, and may be made by bank transfer, Venmo, or another method agreed upon by the Parties.

148. The alimony obligation shall terminate immediately upon the first occurrence of any of the following events: the death of either Party; Petitioner's remarriage; Petitioner's cohabitation with another person in a relationship analogous to marriage; or expiration of the 10-year term.

149. Upon the occurrence of any terminating event, Respondent's obligation to pay alimony shall cease permanently and shall not be reinstated.

150. The Parties stipulate that the marriage has been of long duration, having begun on July 19, 2003.

151. Petitioner currently earns approximately \$2,600.00 gross per month, while Respondent currently earns approximately \$14,666.00 gross per month as reflected in the current child-support filings.

152. The Parties stipulate that Petitioner needs support, Respondent can pay the agreed amount, and the stipulated alimony amount and duration are fair in light of the length of the marriage, the Parties' marital standard of living, the property division, and the Parties' respective earning capacities.

153. No fault-based alimony claim is being asserted, and no alimony arrears are presently alleged.

#### **NAME CHANGE**

154. No name change is requested.

#### **OTHER PROVISIONS**

155. Except as otherwise provided in the Petition, each Party shall be responsible for that Party's own tax liabilities, and the Parties shall cooperate in signing any documents reasonably necessary to carry out the tax provisions of the Petition.

156. Each Party acknowledges the duty to review and, if desired, revise beneficiary designations on any life-insurance policy, annuity contract, retirement account, payable-on-death

account, transfer-on-death account, or other non-probate transfer arrangement owned or controlled by that Party, unless this Decree expressly requires a different beneficiary designation.

157. Each Party shall bear that Party's own attorney fees and costs unless this Decree expressly provides otherwise.

158. The Parties affirm that they have made full and fair disclosure of the assets, debts, income, and expenses known to them, subject to the disclosure requirements imposed by Utah law and the filings required before entry of a Decree.

159. The Parties shall fully cooperate to effectuate changes in title, account ownership, debt responsibility, refinancing, sale documents, beneficiary designations, and any other act reasonably necessary to implement the Petition in every detail.

160. If a dispute arises concerning the implementation or interpretation of this Decree, the Parties shall first attempt to resolve it through good-faith discussion and then through mediation before seeking further court intervention, unless emergency relief is necessary.

161. Both Parties shall execute every document necessary to implement this Decree. If either Party fails to do so within 60 days after written demand, the other Party shall be entitled to seek appropriate relief, including relief under Utah Rule of Civil Procedure 70.

162. Except as necessary to comply with law, court order, or implementation of this Decree, the Parties shall handle personal, financial, and family information reasonably and with discretion.

163. When in the Child's presence, or otherwise in a manner reasonably likely to reach the Child, each Party shall refrain from disparaging the other, shall support the Child's relationship

with the other parent and with extended family on both sides, and shall use reasonable efforts to shield the Child from parental conflict.

164. This Court shall retain continuing jurisdiction and venue over this action to the extent provided by Utah law.

165. If any provision of this Decree is determined to be invalid or unenforceable, that determination shall not affect the remaining provisions.

166. Failure or delay by either Party in enforcing rights under this Decree shall not operate as a waiver of those rights.

167. This Decree shall be binding upon the Parties and shall constitute the Court's final order on every matter addressed in it.

168. The Court hereby grants such other, different, and further relief as it deems proper, just, and equitable under the circumstances.

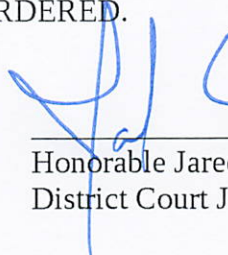
### ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the bonds of matrimony between Petitioner and Respondent are dissolved, that the Parties are restored to the status of unmarried persons, and that the foregoing provisions are entered as binding orders of this Court.

IT IS SO ORDERED.

DATED

6/9/2026  
3:10pm

  
\_\_\_\_\_  
Honorable Jared Eldridge  
District Court Judge

