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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH
137 N. Freedom Boulevard, Provo, Utah 84601

In the matter of the marriage of

SARA KATHLEEN PRATT

and

SPENCER MERRELL PRATT

DIVORCE DECREE

Case No. 254401035
Judge Sean Petersen
Commissioner Marla Snow

IN THIS MATTER, the parties have signed a Stipulation for Divorce consenting to the entry of a Decree of Divorce consistent with the terms set forth in the Stipulation. The Court, having reviewed the pleadings and the *Stipulation for Divorce*, finds that the Court has jurisdiction to enter a Decree of Divorce. The Court, having found and entered its *Findings of Fact and Conclusions of Law*, and being otherwise fully advised, and for good cause appearing, it is hereby **ORDERED ADJUDGED, AND DECREED** that:

The parties are granted a divorce on the grounds of irreconcilable differences pursuant to Utah Code Ann. § 81-4-405 (1)(h).

1. Residency. Petitioner has been a resident of Utah County for at least three months prior to the

filing of this action.

2. Marriage Statistics. Petitioner and Respondent were married on August 6, 1999, and are presently married.
3. Grounds. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship. The Petitioner shall be awarded a Decree of Divorce on the grounds of irreconcilable differences.
4. Children. Seven children were born to this marriage, three of whom remain as minors, to wit:

Name	Month/Year of Birth
H.M.P.	May 2008
R.K.P.	August 2010
E.S.P.	September 2013

5. Child Custody Jurisdiction. Utah has jurisdiction to make the initial child custody determination pursuant to U.C.A. §78B-13-101, *et seq.* The children have resided in Utah for at least six consecutive months immediately before the commencement of this proceeding, and Utah is the home state of the children. A court of another state does not have jurisdiction over the children, and at least one parent has a significant connection with Utah, and substantial evidence is available in Utah concerning the children's care, protection, training,

and personal relationships.

6. Custody/Parent Time.

Mother is awarded sole legal and sole physical custody of the minor children. During Father's incarceration, he shall not have any in-person parent time except as allowed by facility rules. Subject to facility rules and any protective orders entered in other court orders, Father shall be entitled to virtual parent time with E.S.P. at least once per month. The parties shall encourage and support the children's meaningful relationship with both parents. Mother will be supportive of the children's wishes and not discourage/obstruct the child's desired participation.

7. Modification. Father's release from incarceration shall be deemed to be a substantial change in circumstances for purposes of considering a petition to modify.

8. Mutual Restraining Order. Father and Mother are restrained from speaking derogatorily about the other parent or speaking to the children about the issues in this case, or from attempting to influence a child's preference regarding custody or parent time which would tend to diminish the love and affection of a child for the other parent. Father and Mother shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. Father and Mother shall be

mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph, and will have the affirmative duty to use his or her best efforts to prevent third parties from such violation, or will remove the children from such circumstances.

9. Child Support. As Father is currently incarcerated, Father's gross monthly income shall be imputed at \$0.00. The Mother's gross monthly income is \$4550.00. Father's child support obligation shall be \$30.00 per month effective as of December 1, 2024. Given the minimum amount ordered for child support both parties agree that the child support shall not drop off or be reduced as a child becomes 18, or graduates from high school during the child's normal and expected year of graduation and shall continue until the last child turns 18 or graduates high-school, whichever occurs last.

- a. Time and Method of Payment. Father shall make said child support payments to Mother, one-half on or before the fifth day of each month and one-half on or before the twentieth day of each month via Venmo or other agreed upon payment platform.
- b. Modification. The parties acknowledge that the current child support obligation is based on Father's incarceration and limited income. Upon Father's release from incarceration, child support shall be

subject to modification in accordance with applicable state guidelines. Either party may file a motion to modify child support at that time, and the court shall recalculate the support obligation based on the parties' then-current financial circumstances and in accordance with state law.

10. Alimony. Father shall pay Mother alimony for (12) years, Alimony shall automatically terminate if Mother cohabits or remarries or if either party dies. The alimony is payable one-half on the 5th day of each month and one-half on the 20th day of each month by direct deposit, Venmo or other agreed upon payment platform.

- a. The parties acknowledge that, at the time of this Decree, the Father is incarcerated. Due to Father's current lack of income and earning capacity while incarcerated, alimony shall be payable at the rate of \$0.00 per month.
- b. Upon the Father's release from incarceration, alimony shall be subject to review and shall be reinstated or established based on the financial circumstances of the parties at that time, including but not limited to the Father's income, ability to pay, and Mother's needs.

11. Child Care Expenses. The parties agree that due to the children's ages childcare is not necessary.

12. Medical/Dental Expenses. The court will order that insurance for the medical expenses of the minor children be provided by a parent if it is available at a reasonable cost. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child in accordance with U.C.A. § 81-6-212. Mother is currently providing said insurance. Father shall be responsible for half of the premium actually paid as outlined below.

- a. Each parent will share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child will 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. A parent may deduct the other parent's health insurance premium share from the child support obligation if they are the child support obligor and are paying the health insurance premiums as indicated herein.
- b. Each parent will share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

c. The parent ordered to maintain insurance will provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent will 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.

d. The parent who incurs medical and dental expenses will provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

e. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with

Subsection (d).

- f. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother will be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Father will be secondary coverage for the dependent child. If a parent remarries and his or her dependent children is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent will be treated as if it is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent children.
- g. Division of Accounts. Pursuant to Utah Code Annotated § 15-4-6.7, the parties may elect that medical/dental and school expenses be created in separate accounts for payment by each parent as long as the provider receives a copy of the Decree of Divorce at or before the day on which the provider first renders medical/dental services or issues a bill for school fees.

13. Child Tax Credits. The parents shall equally divide the child tax credits for the

parties' minor children as follows:

- a. When there are two minor children who qualify as tax credits, each party will claim one minor child.
- b. When there is one or three minor children who qualify as a tax credit, the parties will alternate the child tax credit for the youngest child with Mother entitled to claim the tax credit during odd numbered tax years and Father entitled to claim the child as a child tax credit during even numbered tax years.
- c. Either parent's right to claim the children will only be given to him/her if he/she is current in his/her child support obligations by December 31st for the year that he/she is claiming the children as dependents for tax purposes.
- d. Notwithstanding the foregoing, during the time of Father's incarceration, Mother shall be allowed to claim all of the child-related tax credits.
- e. Father shall be entitled to claim the children when he has full time employment and will receive a benefit from claiming and so long as Father's child support obligation is current after the recalculation of child support.

14. Personal Property. During the course of the marriage relationship, the parties have

acquired certain personal property. The parties are each awarded the personal property that is in his or her respective possession on the date of the Stipulation, or except where further specified as follows:

Item Description	Awarded to:
Respondents Personal effects (clothing, etc.)	Respondent
Rockets and rocket-related equipment	Respondent
Tools: Power tools Hand tools	Respondent
Tools: Grandpa's Weeder	Petitioner
GameCube/Red Gameboy DS/Gameboy Micro	Respondent
Blue Gameboy DS	Petitioner
Advance	Petitioner
27-inch iMac	Respondent
Radio-controlled airplane	Respondent
All board games	Petitioner
Kia Soul	Respondent
Pop Corn Machine	Petitioner
Piano	Petitioner
Sewing Machine	Petitioner

Painting	Petitioner
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- a. Except as provided in paragraph 14 below, Petitioner is awarded the funds in each of the parties' financial accounts that were disclosed during discovery in this case. Petitioner shall close each of those accounts so that there are no longer any joint accounts.
- b. Mother shall deliver Father's personal property to his sister, Rhonda, within 60 days from the date of the Decree of Divorce is entered. Both parties will cooperate in good faith in distributing the personal property. Mother will not surrender any of Father's personal property until the Decree of Divorce is signed.

Creditor	Account No.	Approx. Balance	Obligation of
American Express	5-01001	\$2,489.44	½ Each
American Express Delta Skymiles Gold Card	6-41006	\$6,848.76	½ Each
American Express Delta Skymiles Gold Card	4091009	\$8,226.50	½ Each
Chase Disney Rewards	4266 9020 8730 1659	\$9,467.39	½ Each
Goldman Sachs Apple		\$10,068.18	½ Each
American Airlines AAdvantage	-3267	\$11,779.55	½ Each
PayPal Credit		\$2,925.89	½ Each
Wells Fargo Card	-7435	\$14,357.91	½ Each
Home Depot Card	-6230	\$0	½ Each

US Bank Platinum Visa Card	-1950	\$0	½ Each
Aspire Student Loans	11-375-6701	\$7,703.79	Petitioner
AidVantage Student Loan		\$43,892.22	Respondent
UCCU	200131046799	\$1,000	½ Each
Wells Fargo (Chevy Suburban)		\$12,000 (repo)	½ Each

15. Debts. Petitioner and Respondent acquired debts during the marriage. The parties' debts shall be divided as follows. All debts with a joint obligation shall be paid from the proceeds of the home's sale. Furthermore, neither party will incur any additional liability on joint credit cards or joint accounts.

16. Other Debts. Each party will be responsible to pay any other debt he or she individually incurred. If any other joint debts are later discovered and not stated and divided herein, the person incurring the debt will be solely responsible for the payment thereof and shall hold the other party harmless therefrom.

a. Creditors. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

b. Notification to Creditors. The parties may notify their respective creditors

for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

- c. Delinquency in Payments. If either party is obligated on a joint- secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

17. Real Property. During the course of the marriage, the parties acquired real property located at 2262 Rio Grande Drive, Spanish Fork, Utah 84660. The home has been sold and the proceeds are sitting in an escrow account.

18. Division of Assets. The parties shall equally divide their real property funds in escrow as well as their retirement accounts. However, Petitioner's portion shall primarily come from the parties' escrow funds, and Respondent's portion shall primarily come from retirement funds. The cost of any Qualified Domestic Relations Injunction (QDRO) to split any remaining retirement funds, if needed, shall be paid equally paid

by the parties.

19. Attorney Fees and Litigation Costs. Petitioner and Respondent shall each be ordered to assume his or her own respective attorney fees and litigation costs incurred in this action.

20. Neither party will 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, or for any other purpose.

21. Both parties will sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

[ORDER IS SIGNED WHEN ELECTRONICALLY STAMPED BY THE COURT ON THE FIRST PAGE]

APPROVED AS TO FORM:

/s/ Matthew R Howell

MATTHEW R. HOWELL

Attorney for Spencer Merrell Pratt

(signed w/ email permission given 6/2/26)

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

TO MATTHEW R. HOWELL, ATTORNEY FOR SPENCER PRATT:

PLEASE TAKE NOTICE that the undersigned, attorney for Sara Pratt, will submit the above and foregoing Divorce Decree to the Fourth District Court for signature, upon the

expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah R. Civ P.7(j)(4)

DATED this 29th day of May 2026.

/s/ Jason M. White
JASON M. WHITE
Attorney for Sarah Pratt

CERTIFICATE OF SERVICE

I certify that I caused a true and correct copy of the foregoing Divorce Decree to be served this 29th day of May 2026, by the method(s) indicated below, to the following:

Matthew R. Howell
Attorney for Respondent

Sent via:
☐ U.S. Mail
☐ Hand Delivered
☒ Email
☐ Electronic Filing

/s/ Theresa Johnson
Theresa Johnson
Paralegal