

David Eldon Gashler

Name

293 E 1000 S

Address

Salem, Utah 84653

City, State, Zip

801-400-7799

Phone

dgashler@gmail.com

Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

David Eldon Gashler

(name of Petitioner)

and

Deborah Gashler

(name of Respondent)

Other parties (if any)

Divorce Decree

264401111

Case Number

Porter

Judge

Snow

Commissioner (domestic cases)

The court decrees:

Divorce

1. David Eldon Gashler is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by David Eldon Gashler. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **David Eldon Gashler and Deborah Gashler** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Jenna Christine Gashler**

Date of Birth: **Sep 9, 2013**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Jenna Christine Gashler**

Date of Birth: **Sep 9, 2013**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Sep 15, 2025**

Address: **1273 S 480 W, Salem, Utah 84653 United States**

(1).

Caretaker at this address: **David Gashler**

Caretaker current address: **293 E 1000 S, Salem, Utah 84653 United States**

(2).

Caretaker at this address: **Deborah Gashler**

Caretaker current address: **1273 S 480 W, Salem, Utah 84653 United**

States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **David Eldon Gashler and Deborah Gashler's** minor children in any court or government agency.

This includes filed, pending, and completed cases.

6. **David Eldon Gashler and Deborah Gashler** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our

child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **David Eldon Gashler** and **Deborah Gashler**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **David Eldon Gashler** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **David Eldon Gashler's** home **145** overnights each year and in **Deborah Gashler's** home **220** overnights each year.

Parent-time

9. The parents will follow the parent-time schedule in the statute(s).

Children 5-18 (expanded schedule) (Utah Code 81-9-303)

FOR CHILDREN 5 YEARS TO 18 YEARS OF AGE

Midweek – School in Session: During the time a child's school is in session, one weekday evening to be specified by the noncustodial parent, or Wednesday evening if not specified, from 5:30 p.m. and ending the following day upon delivering the child to school; or, at the election of the noncustodial parent, one weekday from the time the child's school is regularly dismissed until the following day upon delivering the minor child to school.

Midweek – School not in Session: During the time a child's school is not in session, one weekday from approximately 8:00 a.m., accommodating the custodial parent's work schedule, and ending the following day upon delivering the minor child to school or at 8 a.m. if there is no school.

Changes to Midweek Schedule: Once the weekday is designated, it may not be changed except by mutual written agreement of the parents, court order, or by the noncustodial parent in the event of a change in the child's schedule.

Alternate Weekends: Alternating weekend parent-time shall begin the first weekend after the entry of the decree.

Alternate Weekends - School in Session: During the time a child's school is in session alternating weekend parent-time shall be from 6 p.m. on Friday until Monday upon delivering the minor child to school, or, at the election of the noncustodial parent, from the time a child's school is regularly dismissed on Friday until Monday upon delivering the minor child to school.

Alternate Weekends - School not in Session: During the time a child's school is not in session a noncustodial parent may elect alternating weekend parent-time to begin on Friday from approximately 8:00 a.m., if the noncustodial parent is available to be with the child and in accommodation with the custodial parent's work schedule, until 8 a.m. on Monday if there is no school.

Pick Up by Non-Parent: A step-parent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the child if the custodial parent is aware of the identity of the individual, and the custodial parent will be with the child by 7 p.m.

Changes to Weekends: Weekend parent-time elections shall be made by the noncustodial parent at the time of entry of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.

Holiday Parent-time: Holidays as specified below in the Special Occasion table.

Extended Parent-time: Extended parent-time with the noncustodial parent may be up to four consecutive weeks when school is not in session, at the option of the noncustodial parent including weekends normally exercised by the noncustodial parent, but not holidays;

- a. two weeks shall be uninterrupted time for the noncustodial parent;
- b. the remaining two weeks shall be interrupted parent-time and be subject to parent-time for the custodial parent for weekday parent-time but not weekends, except a custodial parent may exercise a holiday as specified below in the Special Occasion table. Within ten days of receiving notice of a parent's intent and schedule for taking interrupted parent-time, the parent receiving that notice must give notice of any plan to interrupt the parent-time;
- c. the custodial parent shall have an identical two-week period of uninterrupted time when school is not in session for purposes of vacation;

Each parent shall provide notice to the other of their plan to exercise extended parent-time during summer break as follows:

Extended Parent-time notice - in odd numbered years, the noncustodial parent shall provide notification of extended parent-time to the custodial parent by May 1st and the custodial parent shall provide notification to the noncustodial parent of uninterrupted extended parent-time by May 15th.

Extended Parent-time notice - in even numbered years, the custodial parent shall provide notification of uninterrupted extended parent-time with a child to the noncustodial parent by May 1st and the noncustodial parent shall provide notification to the custodial parent of extended parent-time by May 15th.

Extended Parent-time notice - if not provided timely by a parent, the complying parent may determine the schedule for non-complying parent, so long as the complying parent's notification is timely.

Extended Parent-time notice - if neither parent's notification is timely, the first parent to give notice may determine the schedules of both parents for extended parent-time.

Electronic communication: Telephone contact shall be at reasonable hours and for a reasonable duration. Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

Weekday parent-time will be Wednesday. (81-9-303)

On school days: Parent-time begins at 5:30 p.m. and ends the following day upon delivering the child to school, or at 8:00 a.m. if there is no school (Utah Code 81-9-303)

On days when school is not in session: Parent-time begins at 5:30 p.m. and ends the following day upon delivering the child to school, or at 8:00 a.m. if there is no school (Utah Code 81-9-303)

On school days: Parent-time begins when school is regularly dismissed and ends the following day upon delivering the child to school, or at 8:00 a.m. if there is no school (Utah Code 81-9-303)

On days when school is not in session: Parent-time begins at 8:00 a.m. if the parent is able to be with the child and ends the following day upon delivering the child to school, or at 8:00 a.m. if there is no school. If the parent is not able to be with the child to begin parent time at 8:00 a.m., parent-time begins at 5:30 p.m. and ends the following day upon delivering the child to school, or at 8:00 a.m. if there is no school (Utah Code 81-9-303)

Parent-time for special occasions

10. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	David Eldon Gashler	Deborah Gashler
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with	Odd years	Even years

Holiday	Period	David Eldon Gashler	Deborah Gashler
	the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.		
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday.	Even years	Odd years

Holiday	Period	David Eldon Gashler	Deborah Gashler
	(2) Holiday ends: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All years: Deborah Gashler is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years: David Eldon Gashler is the father	
Summer Break	David Eldon Gashler will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of David Eldon Gashler. David Eldon Gashler will have an additional two weeks of extended Summer Parent-time at the option of David Eldon Gashler, subject to weekday parent-time for Deborah Gashler, but not weekends normally exercised by Deborah Gashler. David Eldon Gashler will notify Deborah Gashler of the summer break extended parent-time by May 1 each year. Deborah Gashler will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Deborah Gashler. Deborah Gashler will notify David Eldon Gashler of the summer break extended parent-time by May 15 each year. If the notification by David Eldon Gashler is not timely, Deborah Gashler may determine the schedule for extended parent-time for David Eldon Gashler, so long as Deborah Gashler has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.	Odd years	Even years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m.	Odd years	Even years

Holiday	Period	David Eldon Gashler	Deborah Gashler
	(2) Holiday ends on July 5th at 6 p.m.		
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Deborah Gashler's Birthday	Deborah Gashler will have parent-time each year on Deborah Gashler's birthday from 3:00 p.m. until the following morning when Deborah Gashler delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
David Eldon Gashler's Birthday	David Eldon Gashler will have parent-time each year on David Eldon Gashler's birthday from 3:00 p.m. until the following morning when David Eldon Gashler delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Parent-time transfers

11. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

12. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

13. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions

about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

14. The school the children will attend is based on **Deborah Gashler's** home residence.

15. David Eldon Gashler and Deborah Gashler has authority to check the children out of school. David Eldon Gashler and Deborah Gashler has access to the children during school. If the parents cannot agree, education decisions will be made by Deborah Gashler.

Communication with each other

16. Parents will communicate with each other by any method.

Communication with the children

17. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

18. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

19. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

20. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

21. If the children will be travelling for more than **2** days, the parent arranging the travel will notify the other parent at least **5** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **5** days in advance. In case of emergency, the parent will provide as much notice as possible.

22. Other agreements about travel by the children: **See Addendum #1**

Child care

23. A child care provider for our children must be:
A relative, friend, or neighbor.

24. Other terms about child care: **See Addendum #1**

Relocation of a parent (Utah Code 81-9-209)

25. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

26. If either parent lives more than 149 miles away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

- i. Thanksgiving holiday beginning Wednesday until Sunday; and
- ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

- i. the entire winter school break period; and
- ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and

c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period.

The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday

extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

27. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by **the parent who moved**.

28. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

29. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

30. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

31. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (David Eldon Gashler) (Utah Code 81-6-203)

32. **David Eldon Gashler's** gross monthly income for child support purposes is [as indicated in stip.//DMP](#)
David Eldon Gashler receives the following gross monthly income:

Income: Respondent (Deborah Gashler) (Utah Code 81-6-203)

33. **Deborah Gashler's** gross monthly income for child support purposes is [as indicated in stip.//DMP](#)
Deborah Gashler receives the following gross monthly income:

34. The adjusted gross monthly income for **Deborah Gashler** is **\$1257**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

35. It is in the best interest of the children that be ordered to pay child support to as follows:

a. **\$868.00** per month base support. This amount complies with the Utah Child Support Act.

36. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

37. The **joint** custody worksheet was used to calculate child support.

38. The base child support amount using the joint custody calculation is **\$868** per month.

Child support reduction for extended parent-time

39. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

40. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

41. Child support will be paid as follows:

Pay direct check

42. The issue of past-due child support may be decided by future court or administrative action.

43. **David Eldon Gashler** will pay any ORS fees. If is the ORS applicant and the fees are withheld from payments to , will reimburse .

44. The parties must notify each other within 30 days of any change in their income.

45. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

46. **David Eldon Gashler** may claim the parties' children as dependents/exemptions for tax purposes.

Child health care (Utah Code 81-6-208)

47. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

48. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Deborah Gashler's** insurance will be primary coverage.
- **David Eldon Gashler's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Deborah Gashler's** spouse's insurance will be primary coverage.
- **David Eldon Gashler's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

49. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

David Gashler will be responsible for his child care expenses. If Deborah needs child care expenses while training or going to school, those expenses will be split 50/50.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

50. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

51. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

52. Vehicles will be divided as follows:

a.

Year: **2014**
Make: **Honda**
Model: **CRV**
VIN: **5JRM4H56EL099300**
Owner (before divorce): **David E Gashler**
Current value: **\$11,000.00**
Amounts Estimated: **no**
Ownership After Divorce: **Deborah Gashler**
Loan: **N/A**

b.

Year: **2020**
Make: **GMC**
Model: **Sierra Truck**
VIN: **1GT49NEY8LF256161**
Owner (before divorce): **David Gashler**
Current value: **\$49,000.00**
Amounts Estimated: **yes**
Basis of Estimation: **Comparable sales**
Ownership After Divorce: **David Eldon Gashler**

i.

Lender: **MACU**
Address: **Spanish Fork Parkway Spanish Fork, UT 84660**
Date Acquired: **N/A**
Amount Owed: **\$39,839.00**
Amounts Estimated: **no**
Monthly Payment: **\$759.24**

The debt will be paid as follows: **David Eldon Gashler will pay the entire debt. David Eldon Gashler will provide a copy of the divorce decree to the**

lender.

Bank and credit union accounts

53. Bank and credit union accounts will be divided as follows:

a.

Account Number: **0050**

Account Type: **Checking**

Institution Name: **MACU**

Address: **1308 N Canyon Creek Parkway Spanish Fork, UT 84660**

Date Opened: **N/A**

Balance (US Dollars): **\$2,821.00**

Estimated: **no**

Owner: **David Eldon Gashler**

Co-Owner(s): **N/A**

Divide as follows: **David Eldon Gashler should be awarded the entire balance of \$2,821.00 from this money.**

Debts

54. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

55. The parties acquired the following real property during the marriage:

a.

Description: **Salem House**

Address: **1273 S 480 W, Salem, Utah, Utah 84653 United States**

Tax ID: **48-263-0027**

Legal Description: **LOT 27, PLAT C, OLD CHERRYWOOD ESTATES SUBDV.**

AREA 0.344 AC.

Date property acquired: **Sep 22, 2025**

Names on title: **Horizon Holdings LLC**

Original cost: **\$652,000**

Current value: **\$780,000.00**

Property values estimated: **yes**

Estimation basis for property value: **MLS Comparative Market Analysis**

Disposal: **Deborah Gashler will receive sole ownership of this property.**

i.

Creditor: **N/A**

Names on mortgage: **Horizon Holdings LLC**

Date mortgage acquired: **Sep 22, 2025**

Mortgage balance: **\$548,800.00**

Monthly payment: **\$4,166.00**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **While there is a mortgage on this house, payments will be made in full by David Gashler. This mortgage will be paid off from the sale of 572 W 500 N Mapleton, regardless of the sale price of the Mapleton house. But, if the Mapleton house hasn't sold and funded by August 31, 2026 David Gashler shall refinance the Mapleton house and use the proceeds to pay off 1273 S 480 W Salem within 45 days of August 31, 2026. There shall be no additional leins or loans on this house. David Eldon Gashler will provide a copy of the divorce decree to the lender.**

b.

Description: **Duplex**

Address: **890 E 200 S, Spanish Fork, Utah, Utah 84660 US**

Tax ID: **07-139-0009**

Legal Description: **COM. AT NE COR OF BLK 2, PLAT B, SPANISH FORK CITY SURVEY; S 6 RDS; W 6 RDS; N 6 RDS; E 6 RDS TO BEG. AREA .23 ACRE. ALSO COM 6 RDS S OF NE COR; W 6 RDS; S 12 FT; E 6 RDS; N 12 FT TO BEG. AREA .05 AC. TOTAL .28 AC.**

Date property acquired: **Apr 4, 2026**

Names on title: **Priority Restoration LLC**

Original cost: **\$330,000**

Current value: **\$384,100.00**

Property values estimated: **no**

Disposal: **This property will be sold as follows:**

Until the property is sold, David Eldon Gashler will have the exclusive use and possession of this property. Until the property is sold, payments, taxes, and insurance will be made as follows:

David Eldon Gashler will continue to be responsible for payments, taxes, and insurance until the property is sold.

The proceeds of the sale will be applied as follows: Proceeds go to David Gashler. See Addendum #1

i.

Creditor: **N/A**

Names on mortgage: **Priority Restoration LLC**

Date mortgage acquired: **Apr 3, 2026**

Mortgage balance: **\$280,500.00**

Monthly payment: **\$2,108.00**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **David Eldon Gashler**

will pay the entire debt. David Eldon Gashler will provide a copy of the divorce decree to the lender.

c.

Description: Mapleton

Address: 572 W 500 N, Mapleton, Utah, UT 84664 US

Tax ID: 47-392-0018

Legal Description: LOT 18, PLAT A, NIEL WHITING FARM SUB. AREA 0.500

AC.

Date property acquired: Mar 29, 2023

Names on title: David Gashler

Original cost: \$1,125,000

Current value: \$1,200,000.00

Property values estimated: yes

Estimation basis for property value: Utah MLS Comparative Market Analysis

Disposal: The proceeds from this sale will pay off the loan on 1273 S 480 W Salem in the amount of \$548,800. Additional proceeds will go to David Gashler.

i.

Creditor: N/A

Names on mortgage: David Gashler

Date mortgage acquired: Jan 15, 2024

Mortgage balance: \$330,000.00

Monthly payment: \$1,400.00

Mortgage values estimated: yes

Estimation basis for mortgage balance: Its a HELOC and the payments vary

This mortgage will be paid as follows after the divorce: David Eldon Gashler will pay the entire debt. David Eldon Gashler will provide a copy of the divorce decree to the lender.

Business interests

56. The parties' ownership interests in business will be divided as follows:

a.

Business Name: Priority Restoration LLC

Description: House flipping

Phone: (801) 400-7799

Address: 293 E 1000 S, Salem, Utah 84653 United States

Total Value: \$-25,312

Percent owned by Petitioner: 100%

Percent owned by Respondent: 0%

Percent owned by Petitioner after divorce: 100%

Percent owned by Responent after divorce: 0%

Alimony

Deborah Gashler's Financial Need

57. Deborah Gashler's ability to earn (after taxes) is \$0.00 per month. This amount is based on these sources of income:

Source	Monthly income
Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$0
Rental income	\$
Business income	\$
Interest	\$
Income from interest refers to the money you earn as a result of lending money to others or depositing money in an interest-bearing account.	
Dividends	\$
Dividends refer to a portion of a company's profits paid out to its shareholders as a form of return on their investment.	
Retirement income (including pensions, 401(k), IRA, etc.)	\$
Worker's Compensation	\$
Social Security Disability (SSDI)	\$
Supplemental Security Income (SSI)	\$
Social Security (Other than SSDI or SSI)	\$
Private Disability Insurance	\$
Unemployment benefits	\$
Education benefits (Including grants, loans, cash scholarships, etc.)	\$
Veteran's Benefits	\$
Alimony (from a prior	

marriage) \$ _____

Child Support (from a prior order) \$ _____

Payments from civil litigation \$ _____

Payments from civil litigation refer to the compensation received by an individual or entity as a result of a legal dispute settled through the court system, such as a settlement or court-awarded damages.

Victim restitution \$ _____

Victim restitution refers to the court-ordered payment made by a convicted offender to their victim(s) as a form of compensation for the harm or losses caused by their criminal actions.

Utah Cash Assistance \$ _____

Family Employment Program (FEP), etc.

Federal Cash Assistance \$ _____

Temporary Assistance for Needy Families (TANF), etc.

Financial support from household members \$ _____

Financial support from household members refers to the money received by an individual from other members of their household, such as a spouse, parent, or child, to help cover living expenses or other financial obligations.

Financial support from non-household members \$ _____

Financial support from non-household members refers to the money received by an individual from someone who is not a member of their household, such as a friend, relative, or member of a charitable organization, to help cover living expenses or other financial obligations.

Trust income \$ _____

Trust income refers to the money earned by a trust, a legal arrangement where a trustee holds and manages assets on behalf of beneficiaries, typically through investments, rental income, or interest on financial instruments.

Annuity income \$ _____

Annuity income refers to the periodic payments received by an individual from an annuity, a financial product that provides a guaranteed stream of income for a fixed period or for the rest of the individual's life in exchange for a lump sum or series of payments made to the annuity provider.

\$ _____

\$ _____

Monthly Tax Deductions from Ability to Earn

Type of Deductions	Amount
Federal Income Tax	\$
State Income Tax	\$
Municipal Income Tax	\$
FICA	\$
Medicare	\$
Total Monthly Tax Deductions	\$

58. **Deborah Gashler** will be receiving per month in child support in this case.

59. **Deborah Gashler's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 0
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 0
Clothing	\$ 0
Automobile payments	\$ 0
Automobile insurance	\$ 0
Automobile fuel	\$ 0
Automobile maintenance	\$ 0
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 0
Telephone	\$ 0
Paid television, cable, satellite	\$ 0
Internet	\$ 0
Credit card payments	\$ 0
Loans and other debt	

payments	\$0
Alimony from previous marriages	\$0
Child support	\$0
Child care	\$0
Extracurricular activities for children	\$0
Education (children)	\$0
Education (self)	\$0
Health care insurance	\$0
Health care expenses (excluding insurance listed above)	\$0
Other insurance	\$0
Entertainment	\$0
Laundry and dry cleaning	\$0
Donations	\$0
Gifts	\$0
Union and other Dues	\$0
Garnishment or income withholding order	\$0
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$0
Other	\$0
Other	\$0
Total current monthly expenses	\$0

60. **Deborah Gashler's** marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage	\$0
Real estate taxes (if not	

included in mortgage)	\$ 304
Real estate insurance (if not included in mortgage)	\$ 128
Real estate maintenance	\$ 100
Food and household supplies	\$ 800
Clothing	\$ 100
Automobile payments	\$ 0
Automobile insurance	\$ 46
Automobile fuel	\$ 60
Automobile maintenance	\$ 75
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 335
Telephone	\$ 25
Paid television, cable, satellite	\$ 75
Internet	\$ 75
Credit card payments	\$ 0
Loans and other debt payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 10
Education (children)	\$ 15
Education (self)	\$ 0
Health care insurance	\$ 134
Health care expenses (excluding insurance listed	\$ 50

Other insurance	above)	\$0
Entertainment		\$75
Laundry and dry cleaning		\$0
Donations		\$300
Gifts		\$40
Union and other Dues		\$0
Garnishment or income withholding order		\$0
Retirement deposits (including pensions, 401(k), IRA, etc.)		\$0
Other		\$0
Other		\$0

Total marital monthly expenses **\$2747**

61. The difference between **Deborah Gashler's** monthly net income (including child support) and monthly expenses is **\$2,747.00** based on marital expenses. This is **Deborah Gashler's** monthly financial need.

David Eldon Gashler's Ability To Pay

62. **David Eldon Gashler's** net income (after taxes) is **\$10,259.67** per month. This amount is based on these sources of income.

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$10709.67
Rental income	\$650
Business income	\$0
Interest	\$0
Dividends	\$0
Retirement income (including pensions, 401(k), IRA, etc.)	\$0
Worker's Compensation	\$0

Social Security Disability (SSDI)	\$0
Supplemental Security Income (SSI)	\$0
Social Security (Other than SSDI or SSI)	\$0
Private Disability Insurance	\$0
Unemployment benefits	\$0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$0
Veteran's Benefits	\$0
Alimony (from a prior marriage)	\$0
Child Support (from a prior order)	\$0
Payments from civil litigation	\$0
Victim restitution	\$0
Utah Cash Assistance	\$0
Federal Cash Assistance	\$0
Financial support from household members	\$0
Financial support from non-household members	\$0
Trust income	\$0
Annuity income	\$0
	\$0
	\$0

Total Gross Monthly Income	\$11359.67
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Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$800
State Income Tax	\$300

Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 0

63. **David Eldon Gashler** will be paying per month in child support in this case.

64. **David Eldon Gashler's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 0
Real estate taxes (if not included in mortgage)	\$ 304
Real estate insurance (if not included in mortgage)	\$ 128
Real estate maintenance	\$ 100
Food and household supplies	\$ 800
Clothing	\$ 100
Automobile payments	\$ 759
Automobile insurance	\$ 121
Automobile fuel	\$ 320
Automobile maintenance	\$ 100
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 335
Telephone	\$ 76
Paid television, cable, satellite	\$ 75
Internet	\$ 75
Credit card payments	\$ 0
Loans and other debt payments	\$ 124
Alimony from previous marriages	\$ 0
Child support	\$ 0

Child care	\$ 0
Extracurricular activities for children	\$ 10
Education (children)	\$ 0
Education (self)	\$ 15
Health care insurance	\$ 828
Health care expenses (excluding insurance listed above)	\$ 50
Other insurance	\$ 0
Entertainment	\$ 75
Laundry and dry cleaning	\$ 0
Donations	\$ 1100
Gifts	\$ 20
Union and other Dues	\$ 0
Garnishment or income withholding order	\$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0
Other	\$ 0
Other	\$ 0
Total marital monthly expenses	\$5515

65. The difference between **David Eldon Gashler's** monthly net income and monthly expenses (including child support) is **\$4,744.67**. This is **David Eldon Gashler's** ability to pay alimony each month.

66. **David Eldon Gashler** and **Deborah Gashler** have been married for **39** years and **8** months.

67. The value of real property during the marriage is **\$2,364,100.00**

68. The value of personal property during the marriage is **\$60,000.00**.

Alimony Payment

69. **David Eldon Gashler** will pay **Deborah Gashler** **\$2,747.00** in alimony each month.

70. Alimony will start the month immediately following entry of the divorce decree.
71. The payment schedule will be:
- one half by the 5th day of each month, and
 - the other half by the 20th day of each month.
72. Alimony not paid by the 5th day of the month is past due on the 6th day of the month. Alimony not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect child support then ORS may also collect alimony and their payment schedule will be followed.
73. **David Eldon Gashler's** alimony obligation will end the earliest of the following:
- **39** years and **8** months.
 - If **Deborah Gashler** dies.
 - If **Deborah Gashler** remarries.

Retirement money

Retirement money - pensions

74. The parties have retirement money. The owner of the retirement money (Plan Participant) must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).
75. In the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **3821**

Plan Name: **Utah Retirement Systems Pension**

Plan Administrator: **Utah Retirement Systems**

Company Name: **Utah Retirement Systems**

Address: **PO Box 1590 SLC, UT 84110**

Date Opened: **Jan 15, 1991**

Plan Value: **\$36360.45**

This plan is in the name of: **David Eldon Gashler**

Divide as follows: **The retirement money should be awarded by percentage. David Eldon Gashler should be awarded 50% and Deborah Gashler should be awarded 50%. David Eldon Gashler should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 30 days after the divorce decree is entered.**

b.

Account Number: **2079**

Plan Name: Washington State Deferred Compensation Program
Plan Administrator: Washington State Deferred Compensation Program
Company Name: Washington State Deferred Compensation Program
Address: PO Box 173764 Denver CO 80217-3764
Date Opened: Mar 31, 2012
Plan Value: \$46379.44

This plan is in the name of: David Eldon Gashler

Divide as follows: The retirement money should be awarded by percentage. David Eldon Gashler should be awarded 50% and Deborah Gashler should be awarded 50%. David Eldon Gashler should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 30 days after the divorce decree is entered.

Additional provisions

76. The parties will adhere to the following additional provisions:

a.

Additional Provision: Jenna Gashler shall have no contact with the following individuals without prior written consent from Deborah Gashler. Text message approval is ok. Steven Jacob Gashler Jamie Kaplan and family Rose and Eric Cobb and children Brad and Rachel Gashler and children Wendell "Von" Gashler Byron Gashler Leilani Plummer Marcy Jordan All of Debbie's relatives No photos of Jenna Gashler on any social media or given to anyone without permission of both parents. No address or phone numbers, email, etc shall be shared with any of the above persons without the permission of both parents. Debbie and Jenna's personal information shall not be shared with those listed above. Checking Jenna out of school without consent of Debbie Gashler would only take place in an emergency. David Gashler will remove his name from Horizon Holdings LLC at the time the house at 1273 S 480 W Salem is paid off. David Gashler will replace the roof, deck and driveway, locked mailbox and install gutter guards on 1273 S 480 W Salem before the divorce is finalized. David Gashler shall create a \$3500 contingency fund to cover Health Insurance Deductable and expenses beyond \$50/month to be replenished if used, every year. David Gashler has taken Deborah Gashler off of all credit card and bank accounts and says she is not liable for any and all debts he has or will incur in the future. David Gashler will hold harmless and gives indemnification to Deborah Gashler regarding debts, including attorney fees. David Gashler agrees to lower the price of 572 W 500 N Mapleton house by \$50,000 every month for the next 3 months starting on May 9, 2026 until it sells. No new loans or liens are to be taken out on that house during that time. If after 3 months it does not sell, there will be one final \$50,000 deduction and a 30 day wait. If it does not sell within that 30 days David will commence a refinance and close within 45 days and payoff the Salem house. David Gashler agrees to not take

Jenna on a vacation to a country or place of escalated tensions such as riots, wars or other dangerous circumstances. Deborah Gashler agrees to allow David Gashler to keep 890 E 200 S Spanish Fork property if the Mapleton property sells and funds before July 31, 2026. Verified Statement of Good Faith: The custom plan is submitted in good faith.

Duty to sign documents

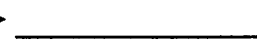
77. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

6/15/2026 Signature  

Date

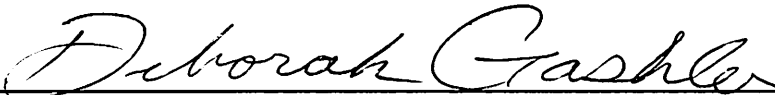
Judge Denise M Porter

Signature 

Date

Commissioner _____

Approved as to Form.

Other Party  Signature 

Other Party Deborah Gashler
Name

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Deborah Gashler**
Method of service: **Hand Delivery**
Address: **1273 S 480 W Salem, UT 84653**
Date of Service: **May 29, 2026**

05/29/2026

Date

Signature



David Eldon Gashler

Printed
Name

David Eldon Gashler

FILED

MAY 29 2026 *KB*

4TH DISTRICT
STATE OF UTAH
UTAH COUNTY