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IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH

In the matter of the marriage of:

JEREMY WARDLE,

and

REBECCA WARDLE

DECREE OF DIVORCE

Case No. 264401636

Judge: TONY F. GRAF JR

Commissioner: MARIAN ITO

THE COURT, having accepted the parties' stipulation, and having made the entered Findings of Fact and Conclusions of Law, hereby makes the following orders:

1. Residency. The Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.

2. Marriage Statistics. The parties were married on October 30, 1999 and are presently married.

3. Grounds. The parties are presently married and are obtaining a divorce. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship. A decree of divorce is granted on the basis of irreconcilable differences of the parties pursuant to Utah Code Ann. §81-4-405.

4. Children.

a. Adult Child. The parties have an adult disabled child A.W. The parties

agree that Father will use best efforts to take A.W. for parent-time every other weekend from Friday at 6:00 p.m. until Sunday at 7:00 p.m. (unless otherwise agreed, the “receiving parent” will provide transportation). Father shall take A.W. to half of her medical and dental appointments. Mother shall continue to maintain and receive A.W.’s SSDI or other benefits and will use it for the benefit of A.W.

b. Minor Child. The parties are the legal parents of the following child. This court has jurisdiction to determine the issues related to the child in this divorce action because the parties became the legal parents of the child prior to or during the time the parties were married. Pursuant to Rule 4-202.09 of the Utah Code of Judicial Administration the names and birth dates of the child are being submitted to the court on the NON-PUBLIC INFORMATION - MINORS form. The initials, birth month and birth year of the child is:

<i>Child’s Initials</i>	<i>Birth Month and Year</i>
J.W.W.	April 28, 2009

5. Uniform Child Custody Jurisdiction and Enforcement Act. Utah has jurisdiction over the custody and parent-time issues in this case, pursuant to Utah’s Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) because Utah is the home state of the parties’ minor child or Utah was the home state of the minor child six (6) months prior to the commencement of the proceeding.

6. Child – Rule 100. The Petitioner states upon information and belief that:

a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties’ minor child which have been filed, or are pending, or have been completed with an

order.

b. The parties are unaware of any criminal, delinquency, or protective order cases involving a party or the parties' child.

c. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor child and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the child.

PARENTING PLAN

Joint Physical Custody / Parent-time

7. Custody. The Parties are awarded joint physical and legal custody of their minor child, as set forth herein.

8. Parent-time. Parent time shall be as the parties agree and allowing the child to determine his schedule pursuant to Utah Code 81-9-305.

9. Holidays. The parties should exercise holiday parent time as they can agree, but in the event that they cannot agree, they should follow Utah Code §81-9-303 with Mother acting as the "Custodial Parent" and Father acting as the "Noncustodial Parent" for interpreting the statute, as follows:

HOLIDAY	ODD YEARS	EVEN YEARS
Day of Child's Birthday: (1) Holiday begins at 3 p.m. or when school is regularly dismissed. (2) Holiday ends with drop off to school or daycare the following day or at 8:00 a.m. A parent exercising parent-time for the child's birthday may bring other child along for the child's birthday	Mother	Father
Day Before or After Child's Birthday: (1) Holiday begins at 3 p.m. or when school is regularly dismissed. (2) Holiday ends with drop off to school or	Father	Mother

daycare the following day or at 8:00 a.m. A parent exercising parent-time for the child's birthday may bring other child along for the child's birthday		
Martin Luther King weekend (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 of 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.	Father	Mother
President's Day weekend (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.; or (b) at 8 a.m. on the day following President's Day if there is no school.	Mother	Father
Spring Break (1) Holiday begins after school 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.	Father	Mother
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.	Mother	Father
July 4 holiday (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Father	Mother
July 24 holiday (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Mother	Father
Labor 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 Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Father	Mother
Fall Break (1) Holiday begins after school 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.	Father	Mother
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	Mother	Father

dismissed; or (b) at 9 a.m. if there is no school. (2) Holiday ends with drop off to school or daycare the following day or at 8:00 a.m.		
Thanksgiving (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.	Mother	Father
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.	Father	Mother
Winter Break (Second Half) (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Mother	Father
Mother'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. (2) Holiday ends with drop off to school or daycare Monday morning or at 8:00 a.m.	Mother	Mother
Father'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 (2) Holiday ends with drop off to school or daycare Monday morning or at 8:00 a.m.	Father	Father

Joint Legal Custody

10. Joint Legal Custody. The parties shall share joint legal custody of the child.
 - a. With respect to minor day-to-day decisions, the parent in charge of the child during his or her designated parent-time shall have the right to make all such day-to-day decisions regarding the care of the child without consulting with the other parent. As pertaining to the day-to-day decisions, the parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the child, each parent will respect the decisions of the other parent and give each other the due deference

that they equally deserve.

b. With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties shall confer and work together in good faith to reach joint decisions regarding these matters. Should a dispute arise relating to these matters (i.e. the health, education, or religion of the child, the parties shall adhere to the following dispute resolution procedure:

- i. Notice: The parties shall notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.
- ii. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.
- iii. Discussion: The parties shall then discuss the matter in good faith and consider one another's full point of view regarding the matter.
- iv. Consultation: If a decision cannot be reached after consulting in good faith, the parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.
- v. Mediation: If a decision still cannot be reached, the parties shall promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50.
- vi. Court Review: If the parties still cannot agree either party may bring the issue before the court.
- vii. No Undue Delay: Neither party shall cause any undue delay in

utilizing this decision-making process and shall pursue the speedy resolution of all disputes.

- c. Right to Other Relief: In addition, this process shall not be interpreted to deny either party the right to seek urgent or emergency relief from the Court.

Communication

11. Communication. The parties will discuss all parenting concerns via e-mail or text and will not use their child to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

12. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of virtual parent-time. Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time.

Miscellaneous Parenting Provisions

13. Travel. When the child travel with either parent overnight, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the child or traveling parent can be reached; and,
- d. The name and telephone number of an available third person who would be knowledgeable of the child's location.

14. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis. The

parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in.

15. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

16. Mutual Restraining.

- a. Both of the parties are permanently enjoined from saying or doing anything in the presence of A.W. or the minor child of the parties (or in such a manner that the child may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format) to convey any negative information, beliefs, feelings, etc. regarding the other parent, or doing or saying anything that would, in any way, harm the relationship between the child and the other parent; both parents are ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and A.W. and the minor child.
- b. The parties are further enjoined from discussing custody or this divorce action with A.W. or the minor child in any way or in such a manner that A.W. or the minor child may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.
- c. The parties shall not make disparaging remarks to one another or to A.W.

or to their minor child about one another or in A.W. or the minor child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

d. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove A.W. or the minor child from any situation in which the other parent is being disparaged in any way.

17. First Right of Refusal. There shall be no first right of refusal.

18. Dispute Resolution. If the parties have any future disagreement pertaining to their minor child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise, which would make formal negotiation not practical.

19. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls

a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

20. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

21. Child Support. Child Support shall be calculated as according to Utah Code Ann. §81-6-107 et seq. The Mother's gross monthly imputed income is \$4,500.00 per month. The Father's gross monthly income is \$12,417.00 per month. The Mother has 183 overnights and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Father's child support obligation should be \$353.00 per month. Child support shall commence August 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on or before the 5th day of each and every month, and one-half on or before the 20th day of each month.

22. Medical/Dental Expenses. 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. §81-6-208. Father is currently providing said insurance.

a. Each parent shall 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 shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of child in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Each parent shall 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 who incurs medical and dental expenses may 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 should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

d. If, at any point in time, the dependent child are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental

insurance plan of Father shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child are not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

f. A parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

23. Dependency Exemption. The parties will share the dependency exemption for the minor child as follows:

a. The parties will alternate the dependency exemption for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption for odd-numbered tax years, and the Father will claim the minor child as a dependency exemption for even-numbered tax years.

b. Father is entitled to claim the dependency exemptions indicated herein as long as he is current on his child support obligation by December 31st of any tax year.

24. Taxes. The parties will file separate tax returns for 2026.

25. Real Property. The marital property located at 7610 North Silver View Way Eagle Mountain, UT will be awarded as follows: Mother shall have sole possession of the home on or before August 1, 2026. Father shall move from the home no later than August 1, 2026. Father will be responsible to ensure that the house payment is made each and every month. Father shall reduce the mortgage amount (\$2487.00) from his total support award as described below until the home is sold, refinanced, or assumed. The home shall be listed for sale by June 1, 2027, with a mutually agreed sales agent under mutually agreed terms and recommended repairs by the sales agent. Either party shall have the option to purchase/refinance/assumption the home from the other at that time for fair market value (if the value is disputed the parties shall obtain an appraisal and split the cost of the appraisal equally). If Father purchases the home, he shall pay Mother her ½ equity and her portion of retirement (\$44,299) by July 15, 2027. If Mother purchases the home, she shall pay Father his ½ equity subtracting her portion of retirement (\$44,299) by July 15, 2027, and remove Father's name from the loan by that date. If both parties want to buy the home, there will be a silent bid exchanged between the parties, and the home will go to the party willing to pay more for the home after the bid is exchanged. The equity shall be the sale price (or the appraisal or silent bid price if a party buys out the other) minus the 1st mortgage then the second mortgage then the signature loan amount. If the home is sold the 1st mortgage, then the second mortgage then the signature loan amount shall be paid off and then the equity divided equally. From Father's portion of the equity he shall pay Mother \$44,299.00 for her portion of the retirement. Mother shall maintain the same condition of the home. The parties will work together to make any repairs necessary to sell the home under mutually agreed terms.

For Mother to take sole possession of the home on August 1, 2026, Father will give Mother the logins/passwords to the home utilities (including sprinklers and Wi-Fi). The parties will cooperate to transfer the home utilities into Mother's name.

26. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Items in home (except as otherwise named herein)	Mother
Items in garage (except as otherwise named herein)	Father
Items on Mothers side of shed	Mother
Items on Fathers side of shed	Father
Weights	Father
Weight bench	Father
Meat Grinder	Father
Food Dehydrator	Father
Canning items	Father
Utility Trailer with ATV's	Father
Treadmill	Father
2022 Ford	Father
2005 Honda	Mother
2007 Jeep	Mother
Juicer	Mother
Standup refrigerator in garage	Mother
Standup freezer in garage	Mother
Father's clothing and toiletries in the home	Father
Miscellaneous property on the west side of the home	Father
Guns/Ammo	Father
Gun safe	Father

a. Except where otherwise awarded herein, each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this

stipulation.

b. Father will have until September 15, 2026, to move out his awarded personal property from the home and real property.

27. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Signature Loan	Paid off with home as described below
Amex Credit Card	Father
ATV Debt	Father
RC Willey Debt	Mother

a. The signature loan payment shall be maintained by Father until the home is sold. Neither party shall incur any additional amounts on the loan. The loan shall be paid off with the sale of the home prior to the parties dividing the equity as described above.

b. Accumulation of Debt. Neither party will incur any additional liability on joint credit cards.

c. Other Debts. The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it so long as that party knowingly and intentionally created that debt. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties

shall hold the other harmless in the event of their refusal in payment of any joint obligation.

d. 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.

28. Checking and Saving Accounts. Each party will be awarded monies in their own separate checking and savings accounts. The joint accounts shall be closed by August 15, 2026.

29. Retirement Accounts. The parties shall equally divide the marital portion of Fathers pension ½ of the marital portion as defined by the Woodward formula. The parties shall equally split the cost associated with splitting the accounts, if any. Father shall be awarded his 401(k) and annuity in full based on the global resolution herein.

30. Name. Mother will have the option of restoring her name to Rebecca Regina Neville.

31. Alimony. Father shall pay Mother \$3,147.00 per month until child support terminates, and at the time that child support terminates, alimony shall be \$3,500.00 per month (total support award of \$3,500 per month) for a term of 15 years unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Equal payments will be made on or before the 5th and on or before the 20th of each month. Alimony will commence on

August 1, 2026.

32. Deeds and Titles. Both parties shall 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.

33. Independent Advice of Counsel. The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

34. Divorce Education. The parties will take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation is signed.

35. Drafting. Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of this stipulation. Both parties and their counsel have had an opportunity to read the stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. This Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

36. Full Disclosure. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

37. Attorney's Fees and Costs. Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action.

THE COURT'S SIGNATURE IS ON THE TOP OF PAGE 1

Approval as to form

/s/TIM BROWN

Dated 7-20-22

TIM BROWN

(signed with permission via email)

NOTICE TO RESPONDENT

Pursuant to Utah Rules of Civil Procedure, Rule 7(j)(4), you have seven days after service of this Order on you to file your Notice of Objection. If no Notice of Objection is filed within seven days, the foregoing order will be presented to the Court for signature.

DATE:	7/14/26	/s/ MARK HALES
		MARK HALES

CERTIFICATE OF SERVICE

I certify that on I transmitted a true and correct copy of the foregoing document via email to the following:

Tim Brown

DATE:	7/14/26	/s/ MARK R. HALES MARK R. HALES
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