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Attorneys for Respondent Jon Scott Woodard

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH

137 North Freedom Boulevard, Provo, Utah 84601

2In the Matter of the Marriage of:

JENNIFER RAE WOODARD
Petitioner

&

JON SCOTT WOODARD
Respondent

DECREE OF DIVORCE

Civil No. 3244100176

Judge 4Denise M. Porter
Comm. Dustin Hardy

THIS MATTER having come on regularly for trial before the Honorable Denise R. Porter, District Court Judge, on the 29th and 30th of April, 2026, with Petitioner Jennifer Rae Woodard ("Petitioner" or "Jennifer") appearing individually and by and through her attorney of record Matthew R. Howell of the law firm of Fillmore Spencer LLC, and Respondent Jon Scott Woodard ("Respondent" or "Scott") appearing individually and by and through his attorney of record David T. Holman of the law firm of Holman Law PLLC, and after hearing the presentation of evidence, including the testimony of witnesses, and being fully informed in the premises and for good cause shown, the Court having entered its Findings of Fact and Conclusions of Law:

NOW, THEREFORE, HEREBY ORDERS, ADJUDGES AND DECREES:

A. Petitioner Jennifer Rae Woodard and Respondent Jon Scott Woodard are hereby awarded a Decree of Divorce from the other consistent with Utah Code Ann. § 81-4-405(1)(h), to become final upon signature by the Court and entry into the registry of judgments.

B. All remaining issues were resolved by way of a trial and the Court's ruling, as reflected herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED as follows:

1. **WE Development, LLC:** WE Development, LLC ("WE Development") is awarded in its entirety to Jennifer, free and clear of any claim by Scott, including all assets of WE Development and subject to its disclosed obligations. Jennifer shall have sole operational control of WE Development from the date of the entry of this Decree of Divorce. Scott shall not interfere with Jennifer's control thereof. To the extent WE Development may have any debts, obligations, or liabilities owed to any third party that were not disclosed to Jennifer during the course of this litigation, Scott shall: (a) hold Jennifer and WE Development harmless from any and all such undisclosed obligations; (b) indemnify and defend Jennifer and WE Development against any claim, demand, lien, levy, or encumbrance arising therefrom; and (c) bear sole financial responsibility for satisfying any such undisclosed debt or obligation. WE Development is subject to an equitable division of its equity in the form of an equalization payment, as outlined in Paragraph 17 below.

2. **AES Systems, Inc:** AES Systems, Inc. ("AES Systems") is awarded in its entirety to Scott, free and clear of any claim by Jennifer, including all assets

and subject to all liabilities. Scott shall have sole operational control of AES Systems from the date of the entry of the Decree of Divorce. Jennifer shall not interfere with Scott's control thereof. Scott shall hold Jennifer harmless from any and all of AES Systems' debts, obligations, or liabilities. AES Systems is subject to an equitable division of its equity in the form of an equalization payment, as outlined in Paragraph 17 below.

3. **The Springville Property (Marital Residence):** The marital residence located at 1776 Town & Country Road, Springville, Utah 84663 ("Springville Property") is awarded to Jennifer but expressly subject to and contingent upon her payment of Scott's equitable share of the marital equity as ordered by the equalization provisions below. To the extent that there are any debts obligations, or liabilities owed to any third party for which the Springville Property is security/collateral and that were not disclosed during the course of this litigation, Scott shall hold Jennifer harmless therefrom and shall bear sole responsibility for any such undisclosed obligations. The Springville Property is subject to an equitable division of the marital portion of its equity in the form of an equalization payment, as outlined in Paragraph 17 below.

4. **The Goshen Property:** The residence located at 66 W. Main Street, Goshen, Utah 84004 ("Goshen Property") is Scott's separate property and is awarded to Scott free and clear of any claim by Jennifer. The Goshen Property is subject to an equitable reimbursement of marital funds that were contributed thereto in the form of an equalization payment, as outlined in Paragraph 17 below.

5. **Jennifer's Inherited Property: Separate Accounts:** Jennifer's (a)
Vanguard ABO Richard Glen Helm Inherited IRA account ending # 9726 and Jennifer's (b)

Nebo Credit Union savings account ending # 9782 are awarded to Jennifer as her separate property.

6. **Tax Obligations:** For the 2025 tax year, Jennifer and Scott shall cooperate in the filing of all required returns to minimize the total tax obligation. AES alone shall bear the burden of any income taxes for tax years 2025 and earlier. For tax 2026 and thereafter, Jennifer shall not be allocated any taxable income from AES with the exception of the income reported in her W-2. Scott shall not be allocated any income from WE Development for the tax year 2026 and thereafter.

7. **Retirement Accounts:** The following marital retirement accounts shall be equally divided between the parties by Qualified Domestic Relations Order (QDRO) or equivalent mechanism: (a) Scott's AES 401(k)(Empower, ending 1219), approximately \$559,541; (b) Scott's Vanguard account (ending 2091), approximately \$37,971; (c) Jennifer's AES 401(k) (Empower, ending 1223), approximately \$68,662; (d) Jennifer's Nebo/Cyprus Roth IRA (ending 0410), approximately \$11,592. Jennifer and Scott shall cooperate in equally dividing the value of the retirement accounts as of the date of this Decree of Divorce. The parties shall coordinate the division so as to minimize the number of separate QDROs that are needed.

8. **Mass Mutual Life Insurance Policies:** Scott is awarded the four (4) life insurance policies with Mass Mutual accounts ending # 5790, 5371, 0580 and 1371.

9. **Beneficial Life Insurance Policy:** Jennifer is awarded the one (1) Beneficial Life Policy account ending # 4668.

10. **Health Savings Account:** Jennifer's Health Savings Account ending # 4465 and Scott's Health Savings Account # 5064 are awarded to Jennifer.

11. **Checking and Savings Accounts:** Jennifer and Scott's (a) Chase checking account ending # 0906, (b) Chase savings account ending # 1324, (c) Nebo Credit Union savings account ending # 0100, and (d) US Bank checking account ending # 9615 shall be closed and the funds in them shall be divided equally between the parties. Scott's (e) Chase savings account ending in # 9870 and (f) Chase checking account ending # 0354 shall be closed and the funds in them shall be divided equally between the parties.

12. **Vehicles:** Jennifer is awarded the 2023 Subaru Crosstrek (subject to a loan balance of less than \$1,000). Scott is awarded the 2018 Kodiak Club Trailer. Each party shall be responsible for any debt associated with the vehicle awarded to them.

13. **Personal Property:** Jennifer and Scott shall cooperate in equitably dividing the personal property remaining in the Springville Property which includes marital household goods, furniture, memorabilia and tools. Scott shall be awarded his premarital property which includes his firearms and his grandfather's furniture. This division shall be accomplished within thirty days of the date of this Decree. If original family photos or videos cannot be physically divided, the parties shall share digital copies with one another of those items in their possession. Jennifer shall set aside items that she claims to be her separate property and the few items of marital property that she prefers and will provide Scott with a list of those specific items. Scott shall then be allowed a reasonable period of time to remove any other personal property from the Springville Property (not to include fixtures). Jennifer may have one (or more) third-party adults present in the Springville Property to supervise, but not interfere with, Scott's retrieval of such personal property. If Scott disagrees with any of the

personal property that Jennifer has included in the inventory, the parties shall return to mediation to resolve such issues before returning to the Court for final decision, if necessary.

14. **Debts:** Jennifer shall assume and hold Scott harmless from her (a) Chase Visa credit card account ending # 0341 and her (b) IHG Chase Visa credit card account ending # 2062. Scott shall assume and hold Jennifer harmless from his Chase Visa credit card account ending # 9439. Jennifer and Scott are mutually restrained from incurring any additional liability on any joint credit cards or joint account. Any and all other debts and obligations not addressed herein shall be the sole and exclusive responsibility of the party who incurred the particular debt.

15. **Notice to Creditors:** The parties understand that for joint debts, upon the entering of this Decree, 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. For any joint debts, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses. If either party is obligated on a joint debt, the payment of that debt must remain current. A party who makes a payment on a delinquent debt in order to protect his/her credit rating may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

16. **Spousal Support/Alimony:** Jennifer's request for spousal support and/or alimony should be and is hereby unequivocally denied.

17. **Equalization Payment:** Jennifer owes Scott a final, net equalization payment in the amount of \$401,024. Jennifer shall pay the \$401,024 equalization payment to

Scott within ninety (90) days of the entry of this Decree of Divorce. Jennifer may utilize whatever separate or marital assets awarded to her to satisfy this obligation, including but not limited to, refinancing the Springville Property or WE Development commercial building. If the payment is not made within ninety (90) days, the unpaid balance shall accrue interest at the statutory judgment rate until paid in full, and Scott shall be entitled to place a lien on the Springville Property and/or the WE Development commercial property to secure his interest.

18. **Attorney Fees:** Each party shall be responsible for their own attorney's fees and costs incurred in this action. The trial record establishes that both parties have taken owner draws from AES Systems to pay their respective legal fees, and those amounts are being costed to each party individually. Because each party is already covering their own legal costs through these reconciled business draws and there is an absence of need, neither party is awarded attorney's fees from the other.

IT IS SO ORDERED.

** In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order. **

CERTIFICATE OF SERVICE

I hereby certify that on the 13th day of July 2026, I e-filed a copy of the foregoing **Decree of Divorce** which automatically sent electronic notice to the following:

Matt Howell
Fillmore Spencer
3301 N. University Avenue
Provo, Utah 84064

HOLMAN LAW PLLC

/s/ David Holman

David T. Holman

Attorney for Respondent

Jon Scott Woodard