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

IN THE MATTER OF THE MARRIAGE OF:

MELINDA RASH,

Petitioner,

And,

JOHN RASH,

Respondent.

DECREE OF DIVORCE

Case No.: 264400376

Judge: Sean Petersen

Commissioner: Dustin Hardy

This matter comes before the Court by way of Petitioner Melinda Rash's ("Ms. Rash") and Respondent John Rash's ("Mr. Rash") Stipulation seeking the Court's entry of a Decree of Divorce. The Court, having reviewed the parties' Stipulation herein, acknowledges that grounds exist for issuance, that jurisdiction over this matter is proper, and that a Decree of Divorce may be entered. The Court, being convinced that no just cause for delay exists, hereby ORDERS, ADJUDGES, AND DECREES, as follows:

DECREE

1. Melinda Rash is a resident of Utah County, State of Utah, and has been for three months immediately prior to filing this action.
2. During the marital relationship the parties have resided in the state of Utah and this court has jurisdiction over John Rash pursuant to Utah Code 81-4-405.
3. The parties were married on or about December 11, 2004, in Centennial, Arapahoe County, State of Colorado, and are presently married. The parties separated on or about January 26, 2026, and do not currently reside together.

GROUND

4. The parties shall be granted a Decree of Divorce pursuant to Utah Code Ann. § 81-4-405(1)(h).

CHILDREN

5. The parties are the parents to one (1) minor child, to wit:

<u>NAME</u>	<u>DATE OF BIRTH</u>
A.J.R.	July 2012

6. No other children are expected as issue of this marriage.
7. The parties' minor child has resided in Utah County, State of Utah, for the past six (6) months and the child presently resides in Utah County. Utah is the home state for the minor child.
8. The parties have no knowledge of any current custody proceeding concerning the parties' minor child pending in a Court of Utah, or any other state. Upon information and belief, no proceedings involving the custody of the child have been filed in any Juvenile Court.

9. The parties have no knowledge of any person not a party to this proceeding who has physical custody of the parties' minor child or who claims to have custody or visitation rights with respect to the parties' minor child.

CHILD CUSTODY

10. The parties shall be awarded joint legal custody of the minor child.

11. Ms. Rash shall be awarded sole physical custody of the minor child, subject to Mr. Rash's reasonable right to parent-time, and Ms. Rash shall be designated the primary residential parent for purposes of determining school attendance for the minor children.

PARENTING PLAN

12. **Relocation.** Relocation refers to moving a child's residence so that the geographic ties between the child and the other party are substantially changed requiring a modification of allocation of parental responsibilities (decision-making and parenting time).

13. After the Decree or Final Order is issued, if a party wants to relocate a child's residence, that party must file a request with the Court and obtain court permission to relocate, unless the parties have submitted to the Court a written agreement (that includes the verified signature of each party) allowing one party to relocate with any minor child together with a new proposed parenting plan.

14. **Decision-Making.** The parties shall share joint decision-making regarding all major decisions, such as health (medical, mental, dental, and vision), education, religious upbringing, and recreational activities. The parents shall discuss, in good faith, all major decisions regarding the children. If a parent believes a major decision needs to be made, that parent shall communicate in writing to the other parent. If the parents are unable to agree, such issue shall be

submitted to mediation, with the cost of mediation to be split equally before a motion is filed with the Court. If a parent alleges an emergency (i.e., imminent physical or emotional danger), a motion may be filed with the Court before mediation. Written communication includes letters, e-mail, or text.

15. Each parent shall name himself/herself and the other parent as the primary contacts with the schools, physicians, and any other service provider for each child.

16. **Day-to-Day Decisions.** Day-to-day decisions such as minor training or correction, curfew, chores, allowance, clothing, hygiene, etc. shall be made by the party who has the child(ren) at the time such decisions are necessary.

17. **Emergencies.** Either party may authorize emergency care for the minor child. The parties shall inform the other parent of an emergency as soon as possible.

18. **Communication.** The parties shall keep one another informed of the activities, appointments, medical care, and future school events of each child.

19. **Contact Information.** Each party shall inform the other party of any changes to their contact information within 24 hours of such change.

20. **Access to Information.** Each parent shall have access to information pertaining to the children, including but not limited to, medical, psychological/psychiatric, dental, and educational matters. The parents shall communicate with one another regarding educational and extracurricular activities for the children, including teacher conferences, school activities, special classes, field trips, special needs for school, and the like. The parents shall provide each other with the names, addresses, and phone numbers of all persons or entities providing significant

professional services to the child(ren) and agree to keep each other reasonably informed of the child(ren)'s academic achievements and any academic problems.

21. Choice of Schools. The decision where the children attend school shall be a joint decision made by both parents. As of the signing of this Agreement, the children shall remain enrolled in the current school setting. The parents shall each instruct school officials to send information regarding each child to both parents.

22. Residency. For purposes of school attendance only, the children's residence shall be with Mother.

23. Care of the Minor Child. The parents do not believe a formal parenting plan is necessary given the age and maturity of their two children. Should one parent become dissatisfied with the Parenting Plan, both parents shall work diligently to create a formal parenting plan schedule that promotes the love and affection of each parent with each child.

24. Transportation. The parent beginning their parenting time shall be responsible for transportation.

25. Holiday Schedule. The following schedule shall take priority over the Parenting Plan:

Event (days)	Petitioner	Respondent
Spring Break	ODD	EVEN
Easter	EVEN	ODD
Mother's Day/Weekend	ALL	
Memorial Day	ODD	EVEN
Father's Day/Weekend		ALL
July 4 th	EVEN	ODD
Labor Day/Weekend	EVEN	ODD
Halloween	EVEN	ODD
Thanksgiving Day/Break	ODD	EVEN
Christmas Eve	ODD	EVEN
Christmas Day	EVEN	ODD

Week 1 of Winter Break	ODD	EVEN
Week 2 of Winter Break	EVEN	ODD
Children's Birthdays	EVEN	ODD
Father's Birthday		ALL
Mother's Birthday	ALL	

26. Vacation Schedule. Each parent is entitled to take a one-week vacation with the children each year (longer by written agreement). The parties shall discuss and coordinate their vacation plans at the beginning of each school year. Should either party require out-of-state travel with the children, they shall inform the other of such travel and vacation plans, including itinerary and contact information.

CHILD SUPPORT

27. A reasonable sum of child support for the care and maintenance of the parties' minor children shall be awarded based upon the parties' respective incomes, using the sole physical custody worksheet.

28. For the purposes of calculating child support, Mr. Rash currently has a gross monthly income of \$9,707.

29. For the purposes of calculating child support, Ms. Rash currently has a gross monthly income of \$6,394.

30. Using a Sole Physical Custody Worksheet, Mr. Rash's monthly child support obligation shall be \$848/month starting May 1, 2026.

31. Mr. Rash shall pay Ms. Rash no later than the 5th of every month by direct deposit into a bank account designated by Ms. Rash.

32. This agreement does not deviate from the child support guidelines and will not preclude either party from seeking a modification of child support in the future based upon a substantial

and continuing change in circumstances pursuant to statute and case law until the minor children reach the age of emancipation or otherwise emancipate.

INSURANCE AND MEDICAL EXPENSES

33. Health Insurance. Mother shall continue to secure and maintain health insurance for their minor children. The parties shall share uninsured medical expenses, including co-payments and deductibles, equally. The parent seeking reimbursement for a medical expense shall present a receipt to the other parent within 30 days from payment of said expense. The other parent shall then have 30 days to reimburse the asking parent. Should either parent not present their demand for reimbursement within 30 days of paying the expense, their right to reimbursement is waived.

SCHOOL FEES & EXTRACURRICULAR ACTIVITIES

34. Extracurricular Activity Costs. The parents shall equally share costs for future agreed upon extracurricular activities. Extracurricular activities that are not agreed upon shall be the sole financial responsibility of the parent who signs the child up for the activity.

35. School Related Fees. The parents shall equally share the costs of mandatory school fees. Nothing in this Agreement shall be construed as an agreement by either party to pay or be responsible for any post-secondary education expenses for the child.

CHILD TAX CREDITS

36. Mother shall be entitled to claim their eldest child (now 19) as a tax credit and personal exemption on her separate income tax returns for 2026.

37. Beginning in 2026, Mother shall claim A.J.R. in ODD tax years; Father shall claim A.J.R. for EVEN tax years until he reaches the age of emancipation.

MISCELLANEOUS

38. Harmony. The parties shall each refrain from maligning the other parent in the presence of the child(ren) and refrain from committing any act, by word or deed, which might tend to have a negative effect on a loving, companionable, and harmonious relationship between the child(ren) and the other parent. Both parties shall ask their respective family members and friends to adhere to these standards.

FUTURE DISPUTES

39. Future Disagreement. The parties shall make a good faith effort to seek resolutions in the best interests of the child(ren), giving due regard to the child's desires as appropriate. If the parties cannot reach an agreement, the parties shall enter mediation at their own cost, to be divided equally by the parties.

40. Modification. Minor modifications to these terms may be made by agreement. Any recurring changes must be documented in writing (email is enough). Any action by either party in contravention of any provision of this agreement shall not be deemed a waiver of that provision, or of this agreement.

41. Governing Law. This agreement shall be construed, governed, and interpreted in accordance with the laws of the State of Utah.

ALIMONY

42. Ms. Rash shall be awarded alimony. Mr. Rash shall pay Ms. Rash \$652 per month for a period of 24 months after the Decree of Divorce is entered. Mr. Rash shall pay Ms. Rash no later than the 5th of every month by direct deposit into a bank account designated by Ms. Rash. After

the 24-month period, the parties agree that neither shall have any further claim on alimony or spousal support from the other.

REAL PROPERTY

43. During the marriage the parties acquired real property located at 1206 East 200 South, Pleasant Grove, Utah 84062.

44. The home shall be awarded to Ms. Rash, and she shall assume or refinance the home as soon as possible, but no later than 180 days from the date of the Decree to remove Respondent from the title and liability on the mortgage. The parties shall cooperate and issue a Quit Claim Deed and any other documents necessary to remove Mr. Rash from both the title and mortgage and effectuate either the refinance or assumption of the marital residence.

45. Ms. Rash has and will continue to be timely in paying the mortgage and be responsible for all costs associated with the home and shall indemnify and hold Mr. Rash harmless therefrom.

46. If Ms. Rash cannot assume or refinance the marital home within 180 days of the Decree despite her good faith efforts, Ms. Rash shall list the home for sale. Ms. Rash shall be responsible for the costs and expenses of the home sale and receive 100% of the net proceeds.

PERSONAL PROPERTY

47. During the marriage, the parties have acquired personal property. This property should be divided as follows:

48. Petitioner shall retain Wells Fargo Checking -1498, Wells Fargo Savings -7781, and Penfed Credit Union Savings -6016 as her sole and separate property.

49. Respondent shall retain America First Checking -3755 as his sole and separate property.

50. The parties shall equally divide the funds in Wells Fargo Checking -7796 and Wells Fargo Savings -8336; once divided, Petitioner shall keep the accounts as her sole and separate property. The parties shall cooperate and timely execute any documents necessary to remove the other as accountholder or authorized user.

51. Petitioner shall be awarded the 2016 Mercedes C300 as her sole and separate property. She shall continue to be responsible for the loan payments thereon. Petitioner shall also be awarded the 2011 GLC 450 as her sole and separate property. Respondent has already signed the title over to her. Respondent shall be awarded the 2007 Toyota Tundra as his sole and separate property. Each party shall execute the documents necessary to transfer title of each vehicle consistent with this agreement. Each party shall be responsible for their insurance, registration, and tax on their respective vehicles and shall indemnify and hold the other party harmless therefrom.

52. The parties shall each retain their individual retirement accounts as their sole and separate property.

53. Respondent agrees to relocate from the marital home and remove his personal items as soon as possible, but no later than 60 days after this agreement becomes effective as Court Order. Petitioner shall not unreasonably withhold access to the residence so that Respondent can relocate. If Petitioner and Respondent disagree on any item that Respondent can remove from the home, the parties shall list the disputed items and attempt to resolve the dispute at mediation before seeking court assistance. The parties shall share equally in the costs of mediation and/or litigation to resolve any dispute over personal items. Any items that remain in the home after the

deadline to act and that are not itemized as disputed items are conclusively presumed to belong to Petitioner.

54. The parties shall keep as their sole and separate property any term life insurance that is provided by their individual employers. Each party will name their minor child as a beneficiary of at least part of their life insurance plans and shall be permitted to cancel or name any other beneficiary in their sole discretion.

55. Petitioner shall keep any personal injury claim settlement related to the June 4, 2025 incident as her sole and separate property.

BUSINESS INTERESTS

56. During their marriage, the parties acquired no business interests.

TAXES

57. Beginning with the 2025 tax year, the parties shall file separate tax returns and be solely responsible for any resulting tax liability or benefit.

58. The parties have filed their Federal and State income tax returns up to 2023. The parties believe that they have duly paid all income or other taxes due for such years and that no interest or penalties are owed with respect thereto. No tax deficiency proceeding is pending or threatened against them, and no audit is pending with respect to any returns to the best of their knowledge. Nevertheless, if State or Federal income tax liability for any such year is hereafter adjusted, the party whose income or claim of deduction or credit which gave rise to the adjustment or who failed to report and/or disclose income shall pay any additional tax liability, including interest and penalties, accounting, or legal fees, assessed taxes or be entitled to any refund or cost, whichever the case may be.

59. During the marriage, Mr. Rash was the spouse responsible for managing taxes, including the preparation, filing, and payment of tax returns and obligations.

60. During the marriage, Mr. Rash represented to Ms. Rash that their taxes were properly filed each and every year. However, the Mr. Rash did not file tax returns for the parties for the calendar years 2024 and 2025.

61. Ms. Rash shall preserve her ability to pursue Innocent Spouse Relief in regards to the tax filings of the above-mentioned years. Mr. Rash will provide any statements, information, or documentation reasonably necessary to assist with that process.

62. Mr. Rash shall indemnify Ms. Rash against any tax liability due to failure to file or appropriately file for the tax years 2024 and 2025.

63. Each party shall file “Married filing Separate” for the 2024 and 2025 tax years, and each party shall be responsible for any liability or refund they receive. Mr. Rash shall be solely responsible for any interest or penalties owed related to these filings due to a failure to file timely. For the 2024 tax year, Petitioner shall claim their two youngest children; Respondent shall claim their two oldest children. For the 2025 tax year, Petitioner shall claim their two youngest children; Respondent shall claim their two oldest children.

64. For the tax year 2026, Petitioner shall claim their oldest son. The parties shall alternate claiming their youngest child (A.J.R.). Petitioner will claim A.J.R. for ODD tax years; Respondent shall claim A.J.R. for EVEN tax years.

65. All transfers of property by and between the parties as set forth herein, regardless of title of said property, are transfers of marital property and not transfers of separate property, in exchange for marital rights or consideration and, therefore, the transfers are not a taxable event,

and no capital gains have been declared or need to be declared. Each party shall be solely responsible for subsequent sale and declaration of capital gains thereon.

66. From this time forward neither party will assert a position in the preparation or filing of tax returns inconsistent with the terms of this Agreement. If either party files an amended tax return for any return filed during the marriage, it must be done jointly with the other party. If either party violates this section, the violating party shall hold the other harmless and shall pay, upon demand, the amount of damages or penalties imposed upon the non-violating party as the result of his or her conduct, including attorney fees. This provision shall survive a Decree of Dissolution of Marriage and shall have independent legal enforceability.

DEBTS AND OBLIGATIONS

67. Unless provided otherwise in this agreement, Petitioner shall be solely and separately responsible for all debts in her name and Respondent shall be solely and separately responsible for all debts in his name.

68. Any debt not listed on the financial affidavit or otherwise disclosed that either party has incurred shall be the sole and separate responsibility of that party and that party shall hold the other harmless therefrom.

69. Neither party shall create or attempt to create any indebtedness in the name of or against the other or to utilize or attempt to utilize the credit of the other for purposes of creating any indebtedness.

70. In the event that either party fails to make the required payments for debt assigned to them as their sole and separate responsibility and the creditors attempt collection from the other party, the party incurring or responsible for the debt, as allocated by this Agreement, shall

indemnify and hold harmless the innocent party from any action taken by said creditors, including the costs of reasonable and necessary attorney fees.

INSURANCE

71. Petitioner shall continue to secure and maintain health insurance for their minor children. The parties shall share uninsured medical expenses, including co-payments and deductibles, equally. The parent seeking reimbursement for a medical expense shall present a receipt to the other parent within 30 days from payment of said expense. The other parent shall then have 30 days to reimburse the asking parent. Should either parent not present their demand for reimbursement within 30 days of paying the expense, their right to reimbursement is waived.

72. It shall be the duty of each party to provide his or her own health, automobile, life insurance, or other insurance requirements from and after the date of dissolution.

73. Except as may be otherwise specifically provided herein, each party shall retain all rights incident to any policy of insurance in which they have an ownership interest. In the event that there may exist any policy of insurance which names either party as beneficiary of the other's insurance, whether as spouse or otherwise, it is understood and agreed that the party so designated as beneficiary does hereby waive and renounce any interest therein with the express understanding that his or her rights shall pass to the estate or alternate designated beneficiary of the insured.

DIVORCE EDUCATION

74. Each party shall attend and complete the one hour "Divorce Orientation Course," as well as the two-hour "Mandatory Education Course for Divorce Parents," and file such Certificates of Completion with the Court.

COSTS & ATTORNEY'S FEES

75. Each party shall each indemnify the other with respect to compliance with the terms of this agreement or any debt or obligation assigned to him or her by this agreement and shall pay any cost, interest, penalties, and attorney's fees to the non-labile party in enforcing or defending the terms of the agreement whether such enforcement is obtained through a resolution between attorneys outside the court process or such enforcement or defense is by contempt proceeding of otherwise.

MISCELLANEOUS

76. Each party shall be restrained from harassing, annoying, or otherwise bothering the other party.

77. Each part shall be restrained from contacting the other party in excess and shall be via text message, email communication, or phone call and shall be cordial.

78. Neither party shall discuss any aspects of this divorce proceeding directly to, in front of, or in the presence of the minor children or allow any third party to do so.

79. Neither party shall make or allow anyone else to make disparaging remarks about the other party directly to, in front of, or in the presence of the minor children.

80. Neither party shall use the other party's likeness, picture, name, identification, or credit to obtain credit, open an account for any service, or obtain any other service, or for any other purpose.

81. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree entered in this case by the Court.

82. The parties agree that each party will provide a certified copy of the final Decree of Divorce and any modification to all creditors pursuant to Utah Code and to effectuate compliance with these statutes.

INTERPRETATION/APPLICABILITY

83. This document should be governed by Utah law in all respects. Any references to Utah statute herein should mean the Utah Code in effect as of the date of entry of the final order.

SEVERABILITY

84. If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

DISCLOSURE

85. Each party has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset

***** END OF ORDER *****

***** ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE *****

APPROVED AS TO FORM:

/s/ John Rash 07/21/2026

JOHN RASH/DATE

Respondent

Electronically signed with permission via email.

NOTICE TO PARTIES

PLEASE TAKE NOTICE that the undersigned will submit the foregoing **DECREE OF DIVORCE** for signature upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah Rules of Civil Procedure Rule 7(j).

SIGNED AND DATED this 21st day of July 2026.

DANIEL W. MCKAY & ASSOCIATES, PLLC

/s/ Daniel W. McKay

DANIEL W. MCKAY

Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on July 27, 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was served upon the following and electronically filed:

<u>PERSON</u>	<u>METHOD OF SERVICE</u>
John Rash E: jlrash08@gmail.com	☐ e-Filing (UCJA Rule 4-503) ☐ U.S. Regular Mail ☐ Facsimile Transmission ☒ E-Mail ☐ Personal Service

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DATED AND SIGNED this 27th day of July 2026.

DANIEL W. MCKAY & ASSOCIATES, PLLC

/s/ Reagan Lyman

Legal Assistant to:

DANIEL W. MCKAY

Attorney for Petitioner