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IN THE FOURTH JUDICIAL DISTRICT COURT - PROVO

IN AND FOR UTAH COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF: **DECREE OF DIVORCE**

JARED VOGL,

Petitioner,

and

ASHLEY VOGL,

Respondent.

Civil No. 264400875

Judge Kasey L Wright

Commissioner Dustin Hardy

THE ABOVE-ENTITLED MATTER comes before the Court for a final entry of the Decree of Divorce. The Court, having received the *Stipulation and Settlement Agreement (Amended)* which was agreed to by the parties on July 17, 2026, and further pleadings in this matter, having entered appropriate *Findings of Fact and Conclusions of Law* consistent with the parties' *Stipulation and Settlement Agreement (Amended)* finding said Agreement fair, equitable and in the best interests of the parties, and otherwise being fully advised in the premises, for

good cause appearing, does hereby ORDER, ADJUDGE AND DECREE as follows:

The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and the parties are hereby awarded a Decree of Divorce from each other, to become absolute and final upon entry by the Court.

PROVISIONS RELATING TO JURISDICTION

1. Petitioner is a bona fide and actual resident of Utah County, State of Utah, and has been for more than three (3) months immediately prior to the commencement of this action.
2. Respondent is a bona fide and actual resident of Utah County, State of Utah, and has been for more than three (3) months immediately prior to the commencement of this action.
3. The parties were married on June 25, 2009, in Saratoga Springs, UT and are presently married. The parties separated on or about July 18, 2025.
4. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. §81-4-402(1); the parties are actual residents of the State of Utah and County of Utah.

PROVISIONS RELATING TO GROUNDS

5. 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.

PROVISIONS RELATING TO CHILDREN

6. There are four (4) minor children born as issue of this marriage to wit: **J.L.V. DOB 01/13/2010; E.A.V. DOB 08/17/2012; Q.S.V. 06/22/2017 and A.C.V. DOB**

10/07/2019].

7. Pursuant to Rule 100 Utah Rules of Civil Procedure, the parties state, upon information and belief, that there are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court.

**PROVISIONS RELATING TO THE UNIFORM CHILD CUSTODY JURISDICTION
AND ENFORCEMENT ACT**

8. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. . §78B-13-101 *et seq.* in that:

a. Pursuant to Utah Code Ann. §78B-13-209, said minor children currently reside in Utah County, Utah.

b. The parties have no information of any other proceedings that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights and adoptions.

c. The parties do not know of any person, not a party to these proceedings who has physical custody of the children or who claims rights of legal custody or physical custody of, child support or visitation/parent time rights with respect to the children

CHILD CUSTODY, PARENT-TIME AND PARENTING PLAN

9. **Legal Custody:** The parties shall be awarded joint legal custody of the minor children, subject to the decision-making process outlined in the parenting plan below.

10. Physical Custody and Parent Time: The parties shall be awarded joint physical custody of the minor children according to Utah Code Ann. §81-9-305. Parent time shall be as the parties agree. If they do not agree, they shall follow the following parent time schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Jared	Jared	Ashley	Ashley	Jared	Jared	Jared
Week 2	Jared	Jared	Ashley	Ashley	Ashley	Ashley	Ashley

The parties understand that their oldest minor child is a teenager and shall remain flexible to his desires when enforcing parent time.

11. Pickup and Delivery for Parent Time: Both pick-up and drop off shall be as the parties agree. If an agreement cannot be reached, the party exercising parent time shall pick up the minor children.

12. Summer/Extended Parent Time: The parties shall exercise summer/extended parent time as they agree, or pursuant to Utah Code Ann. §81-9-303 if they cannot agree. Notice of scheduled summer vacations shall be given in writing by the other party.

13. Holidays: The parties shall continue to exercise holiday parent time as they agree, or pursuant to Utah Code Ann. §81-9-303 if they cannot agree, with Petitioner being designated as the custodial parent on the schedule. Holiday time shall trump the usual parent-time schedule.

14. Relocation: If either of the parties intends to relocate, the relocating parent shall give the other 60 days' notice along with his/her new contact information, and at a minimum, parent time shall be subject to the relocation provision contained in Utah Code §81-9-209 and *Ross v. Ross*, 2019 UT App 104.

PARENTING PLAN

15. Advisory Guidelines: In addition to the parent-time schedules provided in Utah Code Ann §81-9-305 and Utah Code Ann. §81-9-203 the following advisory guidelines in Utah Code Ann. §81-9-202 shall govern all parent-time arrangements between parents in the event the parties do not agree to the parent time schedule.

16. Decision-Making: Day-to-day decisions involving the children shall be made by the parent with whom the children are then located. Emergency decisions affecting the health or safety of the children shall be made by the parent who is with the children at that time. Significant decisions involving legal matters, health, education and religious upbringing, shall be discussed in advance in an attempt to reach an agreement. If there is a dispute that cannot be resolved through discussion of the parties, neither party shall have final say. The parties shall attend mediation before filing any court action.

17. School: The children shall attend school based on Respondent's residence. The parties shall have access to the children during school and authority to check the children out of school/ The minor children shall attend school absent extenuating circumstances, medical appointments, sickness or as otherwise agreed by the parties. Respondent shall have final day of decisions.

18. Childcare Providers: A childcare provider for the minor children shall be a relative, friend or neighbor.

19. Notice of Events: The parties shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parents are entitled to

attend and participate fully.

20. Access to Records: Both parties shall have access directly to all school reports and medical records and shall be notified immediately by the other parent in the event of a medical emergency.

21. Travel: In the event the parties vacation away from their home, the parent exercising parent-time with the children shall provide, as soon as reasonably possible, but not less than three (3) days to the other parent the following prior to leaving for vacation with the minor children:

- a. An itinerary of travel dates;
- b. Destinations, including an exact address where the children will be staying and a phone number where they can be reached (for example, if they are staying at a hotel or at the home of a family member or friend);
- c. Places where the minor children or traveling party can be reached.
 - i. **Passports:** Both parties shall facilitate in a timely manner in obtaining passports for the minor children upon written agreement between the parties for any out-of-country trips the minor children take with either parent.
 - ii. The minor children shall not leave the United States without express written permission from both parties.

22. Notice of Contact Information: Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.

23. Notice Regarding Illnesses: The parties shall notify one another of any illness

that the children have while in their home for parenting time. They shall also keep one another informed of any medications prescribed for the children, as well as any scheduled appointments with medical, dental or mental health professionals.

24. Sharing of Information: The parties shall use their best efforts to communicate and share information with each other regarding the children.

25. Reasonable Contact: Each parent shall make an effort to have the children contact the other parent as frequently as is reasonably requested or as desired by the children. Each party shall have uncensored, reasonable virtual time with the minor children.

26. If a parent fails to comply with a provision of the parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

PROVISIONS RELATING TO SUPPORT PAYMENTS

27. Petitioner is employed and earns \$8,200 per month in gross income for purposes of calculating child support.

28. Respondent is employed and earns \$8,000 per month in gross income for purposes of calculating child support.

29. Pursuant to Utah Code Ann. §81-6-202, under a 50/50 joint custody worksheet, Petitioner's obligation would be \$9. Accordingly, neither party shall pay child support to the other due to similar incomes and a de minimis amount. Should either party change their current employer, they shall provide proof of income to the other party in order to

recalculate child support pursuant to Utah Child Support Guidelines.

30. Child Support Adjustment upon Emancipation: The parties acknowledge that a child support obligation shall be subject to automatic reduction pursuant to Utah Code Ann. §81-6-213, effective upon the emancipation of each child, which occurs upon the child reaching age eighteen (18) years of age or graduation from high school, whichever occurs later. Upon such event, the child support obligation shall be reduced proportionately to reflect the remaining number of children entitled to support without the need for further court order or motion, unless otherwise modified by the court.

PROVISIONS RELATING TO HEALTH INSURANCE AND MEDICAL EXPENSES

31. The minor children shall be placed on Petitioner's health coverage for all medical, hospital, dental, and orthodontic care. Each party shall pay 50% (1/2) of any premiums. Pursuant to Utah Code Ann. §81-6-208, if health insurance for the benefit of the minor children is available to either party, that party shall be required to maintain said insurance and shall follow the provisions stated in Utah Code Ann. §81-6-208 in regard to health insurance for the minor children.

32. The parties shall each pay one-half (1/2) of any out-of-pocket medical expenses incurred on behalf of the minor children, including but not limited to medical, dental, orthodontic, vision and therapy costs.

PROVISIONS RELATING TO CHILD CARE EXPENSES

33. The parties shall follow the provisions of Utah Code Ann. §81-6-209. Each party shall be responsible for one-half (1/2) of any work-related childcare expenses for the minor children.

PROVISIONS RELATING TO EXTRACURRICULAR ACTIVITIES AND EXPENSES

34. The parties shall equally share the extracurricular activity and education expenses of the minor children to which both parties agree in writing, and neither party shall unreasonably withhold this agreement.

35. The parties shall allow the children to attend extracurricular activities even if it is on the parent-time day of the other party.

PROVISIONS RELATING TO ALIMONY

36. The parties have similar income capabilities, work histories and are capable of providing for themselves. Therefore, neither party shall be awarded alimony.

PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS

37. During the course of the marriage, the parties have acquired certain bank and financial accounts. Said financial accounts have already been divided to the parties' satisfaction and each party shall retain their respective accounts free and clear of any claim from the other.

PROVISIONS RELATING TO PENSION AND RETIREMENT ASSETS

38. During the course of the marriage, the parties have acquired retirement benefits, including IRAs and/or deferred compensation plans, which shall be divided as follows:

- a. Each party shall receive any retirement accounts in their own name free and clear of any claim from the other.

PROVISIONS RELATING TO BUSINESS INTERESTS

39. There are business interests between the parties in the form of a business named J

& A Vogl LLC. The business and all its assets and obligations shall be awarded to Respondent free and clear of any claim from Petitioner.

PROVISIONS RELATING TO PERSONAL PROPERTY

40. During the course of the marriage, the parties acquired certain items of personal property, which shall be divided equitably as the parties agree.

a. Petitioner shall be awarded the 2016 Toyota Tacoma and all equity contained therein, free and clear of any claim from Respondent.

b. Respondent shall be awarded the 2016 Ford F150 and all equity contained therein, free and clear of any claim from Petitioner.

41. Each party shall be solely responsible for any maintenance, payments, or loans on the vehicle they are awarded. Each party shall be removed from the title and the loan of the vehicle from the other within 30 days of the Decree of Divorce.

42. Other marital party shall be divided as the parties agree.

PROVISIONS RELATING TO REAL PROPERTY

43. During the course of the marriage, the parties acquired certain real property to wit:

a. A home located at **4977 E Sagebrush Ln, Eagle Mountain, UT 84005.**

b. Respondent shall retain the marital home, subject to Petitioner's receipt of his portion of the marital equity. Respondent shall refinance and pay Petitioner $\frac{1}{2}$ of his marital equity in the amount of \$81,500¹ within 2 years of the date of the

Decree of Divorce, but can be done at any time earlier if so desired. Upon receipt

¹ This amount is calculated from a home value of \$495,000 and a loan of \$318,000, accounting for \$7,000 for Petitioner's half of estimated closing costs if the home were to sell. (\$495,000 - \$318,000 = \$177,000. \$177,000/2 = \$88,500. \$88,500 - \$7,000 = \$81,500

of his payout, Petitioner shall immediately sign a quit claim deed turning over his portion of the home to Respondent.

c. Should Respondent be unable to refinance within 2 years, the marital home shall be sold. The parties shall mutually agree on a real estate agent. If they cannot agree, Respondent shall propose 3 names, from which Petitioner shall select the real estate agent. The parties shall follow the reasonable recommendations of the real estate agent. The proceeds from the sale of the home shall be divided as follows:

- i. Retire any and all mortgages or encumbrances;
- ii. Pay any and all closing costs and commissions;
- iii. Reimburse either party for any mutually agreed upon repairs;
- iv. Evenly divide the proceeds between the parties.

PROVISIONS RELATING TO DEBTS AND OBLIGATIONS

44. During the course of the marriage, the parties have acquired certain debts, which shall be divided as follows:

- a. Petitioner agrees to be solely responsible for the America First Credit Union Credit Card (Account Ending 8894).
- b. Petitioner shall be solely responsible for the Capital One Credit Card (Account Ending 7597).

45. Other than the auto loans and debts attached to real property—discussed elsewhere in this document—each party shall be ordered to assume, pay, and hold the other party harmless from liability on all debt in his or her own name.

46. The parties shall be restrained from incurring any debt or obligation on any joint account and on any account in the name of the other party.

47. Pursuant to Utah Code Ann. §81-4-406(3)(b), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

PROVISIONS RELATING TO TAX CREDIT

48. The parties shall claim the minor children for federal and state tax purposes as follows: Petitioner shall claim J.L.V. and E.A.V. and Respondent shall claim Q.S.V. and A.C.V. For all tax years, if a party is paying child support, they must be 100% caught up on his or her child support obligation by December 31 of the applicable tax year to claim the minor children.

PROVISIONS RELATING TO MUTUAL NON-HARASSMENT

49. The parties shall be subject to the following Mutual Restraining Order:

a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, inducing, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation.

b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

- c.** Both parties are restrained from discussing custody issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children.
- d.** Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and children during the other parent's parenting time,
- e.** Neither party shall enter the residence and/or work location of the other party unless they are invited to do so.
- f.** Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the children from such circumstances.
- g.** The parties shall communicate electronically (text, email, or co-parenting app) with each other about issues related to the children.
- h.** Both parties shall keep the other party informed regarding their current physical address, phone number and email address.

ATTORNEY' FEES

- 50.** Each party shall pay their own attorney's fees.

MISCELLANEOUS PROVISIONS

- 51.** Respondent may revert her last name to her maiden name of "Ashley Witten" if so

desired.

52. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the Decree of Divorce entered by the Court.

53. The Court shall grant other relief as the Court deems to be equitable.

SO ORDERED

COURT SIGNATURE AT TOP

Approved as to Form:

/s/ Jared Vogl

Jared Vogl

Petitioner

(Signed with permission granted
via email on 07/27/2026)

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of July, 2026, the office of Michael T. Thornock electronically filed the foregoing **DECREE OF DIVORCE** with the Clerk of the Court using the ECF system and sent notification to the following:

Jared Vogl

jared.vogl@gmail.com

Petitioner

/s/ Michael T. Thornock