



Mark R. Nelson (13562)
mark.r.nelson@dentons.com

Tre N. Harris (18405)
tre.harris@dentons.com

DENTONS DURHAM JONES PINEGAR, P.C.

3301 N. Thanksgiving Way, Ste. 400

Lehi, Utah 84043

Telephone (801) 375-6600

Attorneys for Petitioner

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

In the Matter of the Marriage of:

SCOTT GILL,

Petitioner,
and

LYDIA GILL,

Respondent.

DECREE OF DIVORCE

Judge Christine Johnson
Commissioner Marla Snow
Case No. 264401178

This matter comes before the Court on Petitioner's Petition for Divorce. On June 22, 2026, the parties, Petitioner Scott Gill ("Petitioner") and Respondent Lydia Gill ("Respondent") entered into a Stipulation and Settlement Agreement ("Stipulation"), which was filed with this Court. Having reviewed the final documents, and based on the Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

The marriage contract heretofore existing between Petitioner and Respondent is dissolved. The divorce and all related financial issues are now absolute and final immediately upon the signature of the Court and the filing by the Clerk of this Decree of Divorce.

1. Residency: The parties are both bona fide residents of Utah County, and have been residents of Utah County for more than three months prior to the filing of this action.
2. Jurisdiction and Venue: Jurisdiction and venue are proper in this Court.
3. Marriage Statistics: The parties were married on April 7, 2006, in Salt Lake City, Utah, and are presently married.
4. Grounds: Since the marriage of the parties, irreconcilable differences have arisen, making it impossible for the marriage relationship to continue.

5. Children: There are three (3) children born of this marriage: I.G. (DOB: 11/11/2011); P.G. (DOB: 4/9/2014); and A.G. (DOB: 10/27/2017).

6. Custody Jurisdiction: The children have resided in Utah for at least six consecutive months immediately prior to the commencement of this proceeding, and Utah is the home state of the children. Utah has jurisdiction over the custody and parent issues in this case.

Parenting Plan

7. Legal Custody: The parties shall have joint legal custody. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event the parties do not mutually agree regarding the children, they will seek the advice of an expert, then attend mediation, then may seek court involvement.

8. Enforcement actions and emergencies may be brought to the Court without first mediating. However, legal custody decisions or modifications of the Decree must first be mediated before involving the Court.

9. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

10. Access and Sharing Information. Both parties will have access to the children's medical, church, education, counseling, and other records and will include the other party as the parent on such records. The parties shall share information with one another regarding the children's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information the other party does not have access to.

11. Physical Custody: The parties shall share joint physical custody of the minor

children.

12. Parent Time: The parties shall follow a week-on/week-off custody schedule, alternating weeks of custody. Exchanges shall occur on Sunday evenings at 6:00 p.m., with the receiving parent providing transportation.

13. Holidays: The holidays shall be as the parties agree. If the parties cannot agree the parties shall alternate holidays in accordance with the following schedule. Holidays take precedence over the regular and summer and birthday parent time rotation.

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school or 6 p.m. on the Friday before holiday (or 9 a.m. if school is not in session and the parent can be with the child) to the day after the holiday with drop off to school (or Tuesday at 8 a.m. if there is no school)
Father	Mother	President's Day after school or 6 p.m. on the Friday before holiday (or 9 a.m. if school is not in session and the parent can be with the child) to the day after the holiday with drop off to school (or Tuesday at 8 a.m. if there is no school)
Mother	Father	Spring Break 6 p.m. on the day school lets out to the day school resumes with drop off to school (or 8 a.m. if there is no school)
Father	Mother	Memorial Day after school or 6 p.m. on the Friday before holiday (or 9 a.m. if school is not in session and the parent can be with the child) to the day after the holiday with drop off to school (or Tuesday at 8 a.m. if there is no school)
Mother	Father	July 4th 6 p.m. day before holiday to the day after holiday at 6 p.m.
Father	Mother	July 24th 6 p.m. the day before holiday to the day after holiday at 6 p.m.
Mother	Father	Labor Day after school or 6 p.m. on the Friday before holiday (or 9 a.m. if school is not in session and the parent can be with the child) to the day after the holiday with drop off to school (or Tuesday at 8 a.m. if there is no school)
Mother	Father	Fall Break 6 p.m. on the day school lets out for Fall Break to the day school resumes with drop off to school (or 8 a.m. on the day following the end of the break if there is no school)
Father	Mother	Halloween or the day Halloween traditionally celebrated in local community begins after school (or 4 p.m. if school is not in session) to

		9 p.m. on day of holiday
Father	Mother	Thanksgiving After school or 6 p.m. on Wednesday before school lets out for holiday to the day school resumes with drop off to school (or 8 a.m. on the Monday following the holiday if there is no school)
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day , beginning after school or 6 p.m. on the day school dismisses for winter break until December 27th at 7 p.m.
Father	Mother	Second Half of Christmas Vacation , beginning December 27th at 7 p.m. and ending the day school resumes with drop off to school
Father	Mother	Child's actual birthday from 3 p.m. until 9 p.m.
Mother	Father	The day before or after child's birthday from 3 p.m. until 9 p.m.
Father	Father	Father's Day 9 a.m. to 7 p.m. on the day of the holiday
Mother	Mother	Mother's Day 9 a.m. to 7 p.m. on the day of the holiday

14. Summer. Each party shall be entitled to two weeks of uninterrupted summer parent time, which may be consecutive.

a. For purposes of designating and scheduling the parties' two weeks of uninterrupted parent time, both parents shall provide notification to the other parent. In odd-numbered years, Petitioner shall provide notice to Respondent by May 1st and Respondent shall provide notice to Petitioner by May 15th. In even-numbered years, Respondent shall provide notice to Petitioner by May 1st and Petitioner shall provide notice to Respondent by May 15th.

b. If a parent fails to provide a notification within the time periods described, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods described, the first parent to provide notice may determine the summer break schedule for the other parent.

15. Educational Plan. The children will stay in the same schools in which they are

currently enrolled, and matriculate into the normal and expected corresponding school in the same school district as they move from elementary, junior high, and high school. The children shall not be allowed to miss school to exercise parent time unless agreed upon in writing by both parents. Each parent shall have direct access to school emails, school teachers, school websites, online school tools, parent teacher conferences and school calendars.

16. Housing. Each party shall maintain stable and appropriate housing for the children during their respective custodial time.

17. Transportation. The receiving parent shall provide the transportation for the children to parent time exchanges.

18. Communication. The parties will discuss all parenting concerns via e-mail or text at any time needed and will not use their children to deliver messages. The parties will use phone or text for emergencies or changes on the day of the exchange.

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

20. Alcohol. Neither party shall consume alcohol to excess during his or her parent time, nor shall either party be under the influence of alcohol while exercising parent time with the children.

21. Controlled Substances. The parties are restrained from consuming alcohol in excess, marijuana, illegal drugs or abusing prescription drugs when the minor children are in their care. The parties are restrained from allowing the minor children to be in the presence of

any other person who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, marijuana, or non-prescribed drugs._

22. Media. Both parents will take adequate safety measures in their homes for the children's electronic and internet access. The children will only be exposed to age-appropriate media including but not limited to movies, audio, television, and video games.

23. Relocation. If either party moves more than 30 miles from the marital residence, the parties will be bound by Utah Code § 81-9-209.

24. Travel. If the children 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 children or traveling parent can be reached.

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

26. Romantic Partners: Neither parent shall introduce the Minor Children to a romantic partner until the parent and the partner have been in an exclusive relationship for at least three (3) months.

27. Mutual Restraining.

- a. Both of the parties are permanently enjoined from saying or doing anything in the presence of the minor children of the parties (or in such a

manner that the children 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 children 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 the children.

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 the children's best interest.

c. The parties are further enjoined from discussing custody or this divorce action with the children in any way or in such a manner that the children 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.

d. The parties are 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 for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

e. The parties shall not make disparaging remarks to one another or to their children about one another or in the child's presence, either verbally, in

writing or otherwise.

f. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

g. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove the children from any situation in which the other parent is being disparaged in any way.

28. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers for the child when the parent is available and in town shall not trigger the first right of refusal.

29. Dispute Resolution. If the parties have any future disagreement pertaining to their children 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. However, 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.

30. Child Support. For the purposes of child support, Petitioner's income shall be \$10,285 per month and that Respondent's income shall be imputed at 36 hours per week for \$5,044 per month. Pursuant to Utah's child support guidelines and the joint physical custody worksheet, Petitioner shall pay child support to Respondent in the amount of \$448 per month. The child support is payable one-half on the 5th day of each month and one-half on the 20th day of

each month by direct deposit. Child support will begin July 2026.

a. *Income Withholding.* If Petitioner ever becomes more than 30 days delinquent in child support, Respondent shall be entitled to withholding income as a means of collecting child support, pursuant to §81-6-202 and §62A-11-401, et seq., Utah Code Annotated, as amended.

b. *Reduction When Child Becomes 18.* In accordance with Utah Code, §81-6-213, when a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, or any of the other reasons for adjustment under the code, whichever occurs later, the base child support award should be automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support. The award should not be reduced by a per-child amount derived from the base child support award originally ordered.

31. Medical Expenses. Medical expenses shall be paid in accordance with Utah Code §81-6-208. Petitioner currently has medical insurance for the children through Petitioner's employment. If at any time in the future, Respondent has similar or better coverage for the children at a more reasonable cost, the minor children shall be insured through Respondent. All premium costs for the children's insurance shall be equally shared by the parties. The medical insurance cost for the benefit of the children, actually paid, should be shared evenly. In the event the children are covered by both parties, Petitioner's will be considered primary and Respondent's secondary, and each party shall be responsible for their own insurance premiums, without reimbursement from the other parent. Both parties will exercise good faith in the event any double

coverage is obtained such that any double coverage is not being obtained to artificially reduce premiums. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

- a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children 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 children in the instant case.
- 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 children and which are not paid by a medical insurance carrier.
- c. The parent who incurs medical and dental expenses shall 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.
- d. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should

have known of the change.

32. Child Care Expenses. The children are of sufficient age that no childcare is anticipated. If a parent incurs childcare costs, that parent shall be solely responsible for any childcare costs incurred, without reimbursement from the other parent.

33. 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. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall notify the other parent of the event.

34. 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. 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.

Other Financial Items and Asset Distribution

35. Alimony. Petitioner shall pay alimony to Respondent in the amount of \$800 per month for a term of ten (10) years and six (6) months commencing on July 1, 2026, payable one-half on the 5th day of each month and one-half on the 20th day of each month by direct deposit. Consistent with Utah law, Petitioner's alimony obligation automatically terminates upon Respondent's remarriage or cohabitation, or either party's death.

36. Taxes. Beginning in 2026, the parties will file their taxes separately. While three children may be claimed as dependents, each parent shall claim one child every year, and the parties shall alternate claiming the third child, with Respondent claiming the third child in even years and Petitioner claiming the third child in odd years. Once only two children may be claimed as dependents, each parent shall claim one child every year. Once only one child may be claimed, the parents shall alternate, with Respondent claiming the child in even years and Petitioner claiming the child in odd years. Each parent shall sign any needed documents, including IRS Form 8332. In the event Petitioner is delinquent in any amount in his child support obligation at the end of the year, Respondent will be allowed to claim all eligible children on her taxes for that year.

37. Real Property. During the marriage, the parties came into possession of real property located at 686 W. Aspen Hills Blvd., Saratoga Springs, Utah 84045. The home will be awarded to Petitioner free and clear of any claim by Respondent. In consideration thereof,

Petitioner shall pay Respondent \$230,384 as an equitable buyout of Respondent's interest in the home, payable within thirty (30) days of the signing of the Stipulation. Petitioner shall have up to six (6) months from the signing of the Stipulation to remove Respondent from the existing mortgage (whether through assumption, refinance, or otherwise). If Petitioner does not remove Respondent from the mortgage consistent with the foregoing, the home will be immediately listed for sale using a mutually agreed upon realtor and sold using commercially reasonable terms (under this scenario Respondent will not receive any additional payment as part of the home sale, but also not be responsible for any cost related to the sale). Each party will cooperate in signing whatever documentation is necessary to completely transfer title and ownership of the home into Petitioner's name to the extent it is necessary to do so. Petitioner will be responsible for all the costs of maintenance, insurance, mortgage, utilities, and any other cost associated with the home during his possession, and will be solely entitled to possession of the home during the six month period and until any related sale. Respondent will have until August 1, 2026 to move out of the home.

38. Retirement Accounts. Except as otherwise provided herein, the parties will equally (50/50) divide all amounts in all retirement accounts, including the Betterment IRA (currently in Respondent's name), the Texas Instruments 401(k) (and IRA) (currently in Petitioner's name) and the Everpure/Pure Storage 401(k) (currently in Petitioner's name). The parties shall cooperate in executing any Qualified Domestic Relations Orders (QDROs) or other documents necessary to effectuate the division within sixty (60) days of the entry of the Decree of Divorce, and evenly share expenses. The parties shall limit the number of QDROs necessary to effectuate the terms herein so long as the total amount awarded in 401k monies is equal (the parties'

understanding is that no QDRO is required for dividing the IRA accounts / portions). The parties will utilize Rori Hendrix to prepare any necessary QDRO.

39. Stock: During the marriage the parties acquired an interest in Texas Instrument stock which shall be awarded to Petitioner as part of the property settlement.

40. Health Savings Account: The parties shall equally divide all HSA accounts existing as of the date of execution of the Stipulation.

41. Personal Property. Each party will be entitled to any personal property brought into the marriage. Each party will also be entitled to their own personal effects which belong exclusively to them. Any furniture, furnishings, heirlooms, or personal property gifted to Respondent by her family shall remain Respondent's sole property. Any furniture or items personally refinished or restored by Respondent shall remain Respondent's sole property. Any furniture, furnishings, heirlooms, or personal property gifted to Petitioner by his family shall remain Petitioner's sole property.

42. The parties shall first attempt to amicably divide the personal property by mutual agreement (including the travel trailer, the 2008 Honda Rancher, the piano, and other personal property). If the parties are unable to reach an agreement within fourteen (14) days of the execution of the Stipulation, the parties will make a master list of all remaining personal property. The parties will then alternate choosing a piece of property from the list until it is completely divided. The parties will flip a coin to see who goes first. The parties will then have 30 days to divide the property included in that list.

43. Bank Accounts. During the course of the marriage the parties acquired certain bank accounts, including a joint checking, savings, and high yield savings account. All of these accounts should be divided equally between the parties within 10 days from the date of the Stipulation, and then closed.

44. Property Settlement: As part of the consideration for alimony, Petitioner is awarded all of the TI Stock account held at UBS, and Respondent is awarded the full insurance payout for the Pacifica Van (approximate value of \$10,900) as well as an additional \$10,000 from Petitioner's share, both amounts to be paid to Respondent by end of day June 23, 2026, as well as the first half of the July 2026 alimony obligation (i.e., \$400).

45. Life Insurance. The parties shall each retain their own respective life insurance policies to the extent they exist.

46. Vehicles and Additional Property. Petitioner shall be awarded the 2011 Toyota Tundra as his sole and separate property. The 2017 Chrysler Pacifica was recently totaled, and the parties shall allocate the insurance proceeds as follows: the insurance proceeds from the Chrysler Pacifica (approximately \$10,900) shall be used toward the purchase of a replacement vehicle for Respondent, which shall be Respondent's sole and separate property, with the additional \$10,000 referenced above. The parties shall each be responsible to maintain all debts associated with their respective vehicles, including, but not limited to, insurance obligations, maintenance, and repair costs for the vehicles in their possession.

47. Joint Debts. During the course of the marriage, the parties incurred certain debts and obligations. The parties typically paid off all credit card debt each month. No additional credit card expense may be paid using joint credit cards, but credit card expenses incurred to the time of the signing of the Stipulation shall be paid from the marital estate within 7 days of the signing of the Stipulation, then closed. The parties shall be awarded the debts held in their separate names, and shall hold the other party harmless therefrom. The parties are not aware of any joint debts other than the mortgage on the marital home as set forth above. The mediator fees for 6.22.26 mediation will be paid out of Scott's portion of the marital estate.

48. Notice to Creditors. The parties understand that for joint debts, upon the entering of the Decree of Divorce, 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.

49. Attorneys' Fees. Each party shall bear the cost of their own attorneys' fees incurred in this action, except that the parties agree to evenly share attorney's fees for the QDRO.

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

51. Name. Respondent will have the option to restore her name to Rupp if she so desires.

52. Deeds, Titles, and Other Documents: 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.

53. Divorce Education: The parties agree to take their divorce education courses within 30 days of signing the Stipulation.

54. Full Disclosure. Each party warrants to the other that there has been a complete accurate and current disclosure of all income, assets, and liabilities. 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.

55. Final Stipulation. The Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect. Petitioner and Respondent are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses, but waive this right. The Petitioner and Respondent are satisfied that the Stipulation is fair and reasonable. There are no questions Petitioner and Respondent have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the Stipulation.

56. Drafting. Both parties have participated actively in the drafting and revising of the 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 the Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The 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.

57. Effective Date. The Stipulation of the parties is effective as of the date it was signed by all parties.

58. Electronic Signatures. The Stipulation was signed electronically.

***** Entered by the Court as indicated by the Court's seal at the top of the first page. *****

Form of the order approved by:

/s/ * Susan Morandy

Susan Morandy, LPP for Respondent

*Signed with permission via email on 7/6/26.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 25, 2026, she served a true and correct

copy of the foregoing to the following via email:

Susan Morandy, LPP
Respondent

/s/ Tasia Ottesen