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

In the Matter of the Marriage of:

STEVEN BENNION SR,
Petitioner,

And

JAMIE BENNION,
Respondent.

This is a private document – Tier 4

AMENDED DECREE OF DIVORCE

Civil No. 224500117

Judge Jennifer A. Mabey

This matter came before the Court for a bench trial on August 15, 18, 19, and 21, 2025. The Respondent, Jamie Bennion (“Jamie”), is represented by counsel, Joanie K. Low, and the Petitioner, Steven Bennion Sr (“Steve”), is represented by counsel, Asa Kelly and Max Von Schmeling. The parties, having received the Court’s *Findings of Fact and Conclusions of Law* (Dkt. 819), hereby enter this *Amended Decree of Divorce* resolving all outstanding divorce issues. The Court has received and accepted the *Amended Decree of Divorce*, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The *Order for Bifurcated Divorce* (Dkt. 680) was entered by this Court on August 26, 2025 and the parties marriage was terminated at that time.

JURISDICTION AND VENUE

1. **Residence.** The parties are residents of Wasatch County, State of Utah, and have been for at least three (3) months immediately prior to the commencement of this action.
2. **Marriage Information.** Steve and Jamie were married on August 12, 1999, in Utah County Utah. The parties separated on or about September 1, 2022.
3. **Grounds for Divorce.** During the course of this marriage, the parties have experienced irreconcilable differences, making continuation of the marriage relationship impossible.
4. **General Jurisdiction.** This Court has general jurisdiction over this matter, pursuant to Utah Code §78A-5-102(1).
5. **Personal Jurisdiction.** This Court has personal jurisdiction over the parties, pursuant to Utah Code §78B-3-205 and Utah Code §78B-15-604.
6. **Venue.** Venue is proper in this Court, pursuant to Utah Code §78B-15-605.
7. **Home State Jurisdiction.** The minor children have lived in Utah for at least six (6) consecutive months immediately before the commencement of this child custody proceeding, and Utah is the minor children's home state, pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act. Accordingly, this Court has jurisdiction to make initial child custody determinations with respect to the minor children.

8. **Child Support Jurisdiction.** This Court has jurisdiction to enter child support orders, pursuant to Utah Code §§78B-12-102 et seq. (Utah Child Support Act) and Utah Code §§78B-14-101 et seq. (Utah Uniform Interstate Family Support Act).

CHILDREN

9. **Minor Children.** The parties have three (3) children, with two (2) children remaining as minors born as issue of the marriage:

1. Minor Children's Initials	2. Month & Year of Birth
3. S.B.	4. March 2010
5. S.L.B. ("SJ")	6. February 2013

S.B.

10. **Custody.** Steve shall be awarded sole legal and physical custody of S.B.

11. **Parent-Time.** Jamie shall have parent-time with S.B. pursuant to Utah Code Ann. §81-9-302. The court will allow S.B. to reintroduce contact with Jamie at her own pace, therefore, Steve shall not be sanctioned for contempt if S.B. fails to attend parent-time with Jamie.

12. Jamie may continue to contact S.B. at reasonable intervals.

13. The Court instructs the Guardian ad Litem to explain to S.B. that, while the Court will not force her to attend therapy or participate in parent-time with Jamie, that the Court encourages S.B. to communicate with Jamie, and that unresolved relationship issues with Jamie will not simply go away by ignoring them.

S.L.B. ("SJ")

14. **Custody.** The parties shall have joint legal and physical custody of SJ.

15. **Parent-Time.** The parties shall have parent-time with SJ pursuant to Utah Code Ann. §81-9-305. The parties shall have parent-time according to the following table:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Jamie	Jamie	Steve	Steve	Jamie	Jamie	Jamie
Week 2	Jamie	Jamie	Steve	Steve	Steve	Steve	Steve

16. The parenting-time schedule for SJ shall begin as soon as practicable, taking into consideration the parties' elections for extended summer parent-time that have already been made, which should take precedence.

17. **Holiday Parent-Time.** The parties shall exercise holiday parent-time according to the schedule found in Utah Code Ann. §81-9-302. For purposes of determining the holiday schedule, Steve shall be deemed to be the custodial parent.

Holiday	Holiday Time Period	Years Jamie is Granted Holiday	Years Steve is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) At the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) At the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: the time that school is dismissed	Odd years	Even years

	for spring break; or 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Memorial Day	(1) Holiday begins: (a) At the time that school is dismissed for Memorial Day; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	Every Year	
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (1) Holiday ends on Father's Day at 8:30 p.m.		Every Year
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30	Odd years	Even years

	p.m. (2) Holiday ends on July 5th at 8:30 p.m.		
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) At the time school is dismissed for Labor Day; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at the time that school is dismissed for fall break; or 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
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 dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at the time that school is dismissed for Thanksgiving; or 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years

Winter Break (First Half)	(1) Holiday begins at the time that school dismissed for winter break; or 5:30 p.m. on the day on that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

PARENTING PLAN

18. Legal Custody. Steve has the authority to make legal custody decision regarding S.B., but must notify Jamie through OFW if there are significant events that occur, such as health appointments, illnesses, or injuries, and school-related decisions that are made for S.B.

19. The parties shall exercise joint legal custody of SJ. As it relates to SJ, the parent with whom the children are then located shall make the day-to-day decisions involving the children and should make emergency decisions affecting the health or safety of the children. Significant legal decisions including without limitation health, education and religious upbringing should be discussed in advance in an attempt to reach an agreement. If the parties are unable to reach an agreement, they shall follow the process regarding “Resolving Disputes” contained within this parenting plan.

20. Summer/Extended Parent-Time. Each party shall be entitled to two (2) weeks of uninterrupted Summer Parent-time. For even years, Jamie shall designate by May 1st what days she intends to exercise her Summer Parent-time and Steve shall designate by May 15th what days he intends to exercise his Summer Parent-time. For odd years, Steve shall designate by May 1st what days he intends to exercise his Summer Parent-time and Jamie shall designate by May 15th what days she intends to exercise her Summer Parent-time. Failure by a party to timely designate Summer Parent-time does not waive the right to exercise Summer Parent-time; it simply means that the other party may exercise their parent-time first.

21. Parent-Time Precedence. Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of precedence should be applied when determining which parent is entitled to parent-time; (i) the holiday schedule for Mother's Day or Father's Day; (ii) the holiday scheduled for the child's birthday, unless a parent is exercising uninterrupted summer extended parent-time and takes the child away from the parent's residence during the uninterrupted extended parent-time; (iii) the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday; (iv) extended summer parent-time; and (v) the schedule for weekday or weekend parent-time.

22. Transportation. Unless otherwise specified herein, parent-time exchanges shall occur as agreed upon by the parties, or the pick-up or drop-off at school, and curbside at 9:00 a.m. when school is not in session. The party beginning his or her parent-time shall pick up SJ, except for parent-time exchanges that occur at school. For those exchanges, the parent who is ending their weekend of parent-time is responsible for dropping SJ off at school on Monday morning, and the parent who is beginning their week of parent-time will pick SJ up from school

(or otherwise arrange for his transportation home from school) on Monday afternoon. If a parent is unavailable to transport the children, they may designate a suitable individual for the task, but must inform the other parent of the designated person's name and contact information.

23. Out-of-State Travel. If either party wishes to take the minor children outside the State of Utah, they shall, if possible, inform the other party at least fourteen (14) days in advance. Additionally, they shall provide the travel itinerary and arrange for maintaining reasonable contact during the trip. Both parties shall cooperate in obtaining a passport and signing any necessary documentation for the minor children if required for travel.

24. Primary residence for school purposes. Steve's current home address shall be designated as the primary residence of the children for purposes of identifying the appropriate school. Both parents shall have access to the children during school. Both parents shall have the authority to check the children out of school.

25. Education Expenses. In addition to any child support obligation, both parties shall be equally responsible for any and all of the children's educational expenses. Said expenses include, but are not limited to, enrollment fees, school supplies, field trip expenses, school lunches, and any reasonable school related activities of \$100 or less, unless they agree otherwise in writing.

26. Extracurricular Activities. The parties shall encourage and support the children's participation in extracurricular activities and sports. The parties shall enroll the children in a reasonable number of activities. The parties shall attempt to allow participation in activities in which the children express a desire to participate and/or that the minor child has historically participated in. If a parent enrolls a child in an activity without the other party's agreement, it shall not interfere with that parent's time, and they do so at their own cost. The parties shall

equally share the cost of any activities or equipment costs that are incurred for an activity in which a child is currently enrolled and any future activity that is agreed to in writing by both parties.

27. Communication – Our Family Wizard. In order to further minimize their contact, the Court orders that the parties must communicate exclusively through Our Family Wizard (OFW), utilizing the tone meter for their communications, with the exception of last-minute, emergent messages, which may occur via text. All messages must be civil and must conform to the BIFF method.

28. Disparaging Remarks. Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging, or disrespectful terms and shall prevent third parties and the children from doing so as well.

29. Non-Harassment. The parties shall refrain from behavior intended to harass or annoy the other. The parties shall be restrained from posting derogatory stories, pictures, or statements about each other on public forms, social media platforms, or blogs. The parties shall be restrained from monitoring or accessing the other party's digital accounts, emails, GPS devices or electronic communications.

30. Appointment of Special Master. The parties shall work to identify a Special Master that they can agree upon. If they cannot reach an agreement by July 27, 2026, each party shall submit three names to the Court and the Court will make the designation. The following provisions shall apply to the use of the Special Master.

- a.** If the parties are unable to reach an agreement on legal custody issues including, but not limited to, education, extracurricular activities, religion, medical care,

mental health treatment, given that neither has final decision-making authority and their mutual agreement is required for such decision, the matter shall be submitted to the Special Master for a final decision.

b. The cost for the Special Master shall generally be divided equally, but the Special Master has authority to allocate the costs in a different proportion if the Special Master determines that one party bears more responsibility than the other for the lack of agreement.

c. The directive of the Special Master is deemed binding and immediately enforceable, and remains in effect until modified by a subsequent order of this Court.

d. Either party may request Court review/revision of a Special Master's directive if that party feels that such directive is not in a minor child's best interests.

31. Communication. The parties may have reasonable communication with SJ when they are not exercising parent-time with him, but shall not unduly interfere with the other's parent-time by doing so. SJ shall be free to initiate communication with either parent without limitation, except for reasonable curfew hours during which access to electronic devices is curtailed. As stated above, Jamie may continue to contact S.B. at reasonable times and frequency. S.B. shall be free to initiate communication with Jamie without limitation.

32. Exchange of Information. The children shall not be requested to carry messages between the parents. The parties shall communicate with each other via OFW, using the tone meter. The parties shall share all information about the children regarding special events, homework assignments, parent/teacher meetings, report cards, medical events and prescriptions

that the other parent may not have access to, or is sent home with the child such that the other parent would not have a reason to know has occurred.

33. Relocation. If either party intends to relocate more than 50 miles from the other party, the parties shall follow the process outlines in Utah Code Ann. § 81-9-209.

34. Special Considerations:

a. Both parents shall have access directly to all school reports and medical records for both minor children.

b. Both parents shall be listed as emergency contacts for medical emergencies with any school or other such providers.

c. Both parents shall be allowed to access the children's schools. Both parents shall be allowed to check SJ out of school for any appropriate reason.

d. The parties shall refrain from using any form of corporal punishment. Additionally, they shall inform the other if they encounter significant disciplinary issues in order to strive for consistency in their approach.

e. The parties shall notify one another of any illness that the children have. 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.

f. In the event of a medical emergency for S.B., Steve shall make every effort to contact Jamie and make her aware of the situation, and to allow her access to medical professionals so that she is fully informed about S.B.'s medical condition. In the event of a medical emergency for SJ, each party shall make every effort to contact and consult with the other party but shall be entitled to make necessary decisions until both parties are available.

Such efforts shall include every means at the party's disposal, including calls to work, home, and cell phone, as well as leaving messages at all such numbers, and at the homes of relatives in order to make sure the other parent knows about the medical emergency.

g. Both parties shall refrain from involving the children in divorce issues. Such issues include, but are not limited to, parent-time disagreements; discussing about child support or financial hardships brought about by divorce; differences of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information regarding what occurs in one another's homes (other than general conversation; and involving the children as messengers between the parties).

h. Both parties shall take all reasonable efforts to ensure that third parties are not engaging in behavior or communications with the minor children that would be prohibited for the parties to do or say.

35. Resolving Disputes. When disputes occur, the parties shall attempt to resolve those disputes before resorting to any other process. If the parties are unable to reach an agreement, the parties shall consult with an expert on the subject, if one exists. If the parties are still unable to reach an agreement, either party may refer the matter to the Special Master to make a recommendation. Either party may bring the matter to the Court, if they do not believe that the recommendation of the Special Master is in the best interest of SJ.

36. Violation of Parenting Plan. If either parent fails to comply with a provision of this Parenting Plan, the other parent's obligations under the Parenting Plan or final Decree of Divorce shall not be affected.

END OF PARENTING PLAN

37. **Child Support.** The Court determines that Steve's monthly income is \$9,260.00 per month.

38. The Court determines that Jamie's monthly income is \$5,068.83 per month.

39. Child support will be calculated using the parties' respective incomes and a sole custody calculator for S.B., and a joint custody calculator for SJ.

40. For the purposes of establishing child support for SJ, Steve shall be deemed to receive 183 overnights, and Jamie shall receive 182 overnights.

41. Accordingly, Jamie shall pay Steve child support in the amount of \$283.00 per month, beginning July 1, 2026. (Sole custody calculator requires Jamie to pay \$462.00 for S.B.; joint custody calculator requires Steve to pay Jamie \$179.00 for SJ- Jamie is required to pay the difference.)

42. Child support shall continue until the later of:

- a. The child reaches 18 years of age and graduates from high school during their expected graduation year or;
- b. The child dies, marries, enters the armed forces, or is otherwise legally emancipated under Utah law.

43. The party receiving child support shall be entitled to mandatory income withholding under Utah Code Ann. §62A-11-401 through §62A-11-504, and the paying party shall cooperate with all required documentation.

44. In the event of nonpayment of child support, ORS may intercept federal or state tax refunds or apply additional enforcement remedies. The paying party shall be responsible for all administrative costs and processing fees associated with income withholding.

45. Both parties shall provide written notice through Our Family Wizard of any marital change in income, employment status, or benefits within ten (10) days of such change.

46. If either party's actual income increases by more than 30% from the amount stated herein, child support shall be automatically subject to recalculation and may be applied retroactively to the date of change.

47. **Tax Deductions for Minor Children.** The parties shall share the tax deductions for the minor children as dependency exemptions for income tax purposes. Initially, Steve shall claim S.B., and Jamie shall claim SJ. Once S.B. can no longer be claimed as a dependent, the parties shall alternate claiming SJ as a dependent, with Jamie being entitled to claim SJ in even-numbered years, and Steve being entitled to claim SJ in odd-numbered years.

48. **Health Insurance and 2Medical Expenses.** The parties shall exchange information regarding the insurance plans available to them, and whichever party has the most cost-effective plan shall maintain the insurance for the minor children.

49. The party who carries the insurance for the minor children is ordered to provide verification to the other parent, upon initial enrollment of the minor children and each year thereafter within fourteen (14) days following the open enrollment period for the insurance plan. If there is any change of insurance carrier, premium, or covered benefits, the party carrying the insurance shall notify the other party within 30 calendar days of such change.

50. The parties shall each be responsible for one-half of the insurance premiums for the minor children. The amount of the premium attributable to the children shall be calculated based upon the amount of the monthly premium, divided by the number of people covered on the plan,

multiplied by the number of minor children shared by the parties. The parties are each responsible for one-half of that amount.

51. The parties shall each be responsible for one-half of the out-of-pocket costs for all reasonable and medically-necessary uninsured medical, dental, vision and orthodontic expenses, including deductibles and co-payments that are incurred for the minor children.

52. Pursuant to Utah Code Ann. §81-6-208(10)(c), any party who pays for out-of-pocket medical, dental, vision, or orthodontic expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

53. **Jamie's Medical Expenses.** The evidence demonstrated that Steve knew about the cancelation of the health insurance under which Jamie was covered, but failed to notify Jamie. Jamie incurred medical expenses expecting that they would be covered by the medical insurance that she believed was in place, and had she known that there was no coverage, she would have been able to avoid those expenses.

54. It is not equitable for Jamie to bear the responsibility for Steve's failure to communicate that information to her.

55. Accordingly, Steve shall be responsible to reimburse Jamie for \$6,403.40 in medical expenses that she incurred as a result of Steve failing to inform her about the termination of medical insurance coverage.

56. The Court finds that Jamie shall also be awarded her attorney fees directly related to this discrete issue, to be established by affidavit.

ASSETS AND DEBTS

57. **Real Property.** 3During the course of the marriage, the parties acquired two parcels of real property.

58. The property located at 1334 Lucern Drive, Midway, Utah 84049 was the parties' primary residence, and Steve still lives at that location.

59. Based on evidence presented at trial, the Court determines the value of the Lucern Drive Home to be \$1,125,000.

60. Exhibit #49 established that the outstanding principal balance of the mortgage on the Lucern Drive property was \$254,197.62 as of the date of trial.

61. Accordingly, the Court finds that each party is entitled to \$435,401.19 of the equity in the Lucern Drive home.

62. The Court finds that Steve shall be awarded ownership and possession of the Lucern Drive home, subject to Steve paying Jamie her share of the equity.

63. The parties also own an undeveloped lot in Swiss Alpine Estates, Midway, Utah (the "Land").

64. The Land shall be sold in order to determine its true value, given there is no appraisal of that property.

65. Accordingly, to the extent that the parties have not moved forward with listing the Land for sale, the Court orders that the following process shall be followed:

66. Jamie shall provide the names of three (3) realtors to Steve by July 23, 2026.

67. Steve will select one of the names from the list that Jamie provides to him, and the parties will use that realtor to list the Land for sale.

68. Both parties shall execute any necessary documents for the listing and sale of the Land. In the event either party fails to execute said documents, the other party may submit an ex-parte motion, pursuant to Rule 70 of the Utah Rules of Civil Procedure, and the Court may direct the Clerk of the Court to execute said necessary documents.

69. The parties will follow the recommendations of their Realtor regarding listing price, necessary disclosures, reasonable offers, counteroffers, reductions in price, etc.

70. When the Land is sold the proceeds of the sale shall be applied as follows:

- a.** First, pay expenses of the sale;
- b.** Second, satisfy any liens against the property in order to convey clear title;
- c.** Finally, the balance remaining thereafter shall be deposited into Jamie's attorney's trust account subject to distribution as set forth herein.

71. **4Personal Property.** During the marriage, the parties acquired items of personal property.

72. The items of personal property identified at trial are as follows:

- a.** Shares in Lake Powell House Boat;
- b.** 1939 Chevy Coupe;
- c.** 1981 Jeep Scrambler;
- d.** 2018 Fleetwood Jamboree RV;
- e.** 2015 Mastercraft NXT;
- f.** 2016 Subaru Crosstrek;
- g.** 2021 Subaru Outback;
- h.** Kubota Tractor;

- i.** Dump Trailer¹;
- j.** Flat Trailer;
- k.** Enclosed Trailer;
- l.** Yamaha motorcycle;
- m.** Yamaha 125 motorcycle;
- n.** Honda 800 motorcycle;
- o.** Yamaha 50 motorcycle;
- p.** Polaris 4-wheeler;

73. The Court had previously ordered that Jamie would have possession of the 2021 Subaru Outback, and Steve would have possession of the 2016 Subaru Crosstrek.

74. The Court orders that those vehicles shall be awarded in accordance with its previous orders, with each party receiving ownership of the vehicle in his or her possession, and responsibility for any debts associated with the vehicle.

75. Out of the remaining list, the parties were largely in agreement that the personal property shall be sold, with two exceptions;

- a.** 1939 Chevy Coupe; and
- b.** 1981 Jeep Scrambler.

76. If Steve wishes to retain the 1939 Chevy Coupe, he is required to provide Jamie with a list of three (3) qualified appraisers for vintage vehicles, from which list Jamie will select one (1). Steve will pay the cost of obtaining the valuation.

¹ Even if the Kubota Tractor (72(h)) and Dump Trailer (72(i)) have already been sold, Steve must follow the same accounting procedure set forth below for the sale of the personal property.

77. Jamie will receive one-half of the valuation as her equitable portion of the 1939 Chevy Coupe.

78. If Steve does not wish to retain the 1939 Chevy Coupe under these guidelines, it shall be listed for sale in accordance with the directions discussed below related to disposal of the personal property.

79. At trial, Jamie asserted that the one item of personal property she desired to receive was the 1981 Jeep Scrambler (“1981 Jeep”).

80. The Court finds that Steve sold the 1981 Jeep knowing that it was the one item of personal property that Jamie had requested.

81. The Court finds that Steve’s sale of the 1981 Jeep was willful and intended to deprive Jamie of something that was meaningful to her, an unfortunate continuation of his pattern of animosity toward her; accordingly, the Court finds that he shall not benefit from his actions.

82. At the hearing on the Motion to Consider New Evidence, the Court ordered that the \$7,200 in proceeds from the sale of the 1981 Jeep be paid to the Guardian ad Litem in order to satisfy a portion of the amount Jamie owed on her bill for the Guardian ad Litem's services.

83. The Court now orders that Jamie shall receive the full amount of the sale proceeds from the 1981 Jeep without that asset being calculated into the overall distribution of the parties’ marital assets. Therefore, it will not be included in the Court’s spreadsheet of values; Jamie will receive its full value, and Steve will not be entitled to any offset for that item.

84. As to the remaining items of personal property, the parties agreed that Steve is in the best position to sell those items, given his contacts within the car sales industry. The Court now orders the following process to assist the parties in disposing of the items of personal property:

- a. Steve will have fourteen (14) days within which to prepare a list of the remaining items of personal property and his proposed method of sale.
- b. Jamie will have five (5) days after receiving Steve's proposal to respond; if she fails to do so, Steve may proceed with his proposal.
- c. If Jamie disagrees with any portion of Steve's proposal, her response must include documentary evidence supporting her disagreement and any counterproposal that she makes.
- d. The listing/sale of all items for which there is no dispute shall occur as soon as practicable after Jamie's response.
- e. For any items that the parties have a dispute as to the sales process/price, the parties shall attempt to negotiate through counsel to reach agreement as to the listing price and method of sale.
- f. However, if the parties are unable to reach an agreement, the Court will allow Steve final say on how to sell the personal property for the reasons explained more fully in the *Findings of Fact and Conclusions of Law*, subject to Jamie's ability to bring a challenge to the Court if she believes that Steve's proposal is contrary to the overall maximization of value for the marital estate.

85. This Court finds that Steve shall have the final say on the sale of the personal property because the Court has awarded the Lucern Drive property to him, and he is required to pay Jamie her portion of the equity in order to keep it.

86. Part of the process for doing so is through the sale of the personal property, with Steve's portion of the proceeds being applied to reduce the amount he owes to Jamie for the equity.

87. Therefore, Steve has a strong self-interest in maximizing the proceeds of the sale of the personal property; whereas Jamie does not have the same level of concern because she has already been awarded a monetary figure that she will be paid in one way or another, although the Court acknowledges that Jamie's ultimate recovery will also be enhanced by achieving the highest sale value for the personal property.

88. Steve must maintain an inventory/accounting of the personal property, including bills of sale and proof of payment of funds and must make that information available to Jamie as of the sale of each item of property. In addition, Steve is ordered to pay the proceeds from each sale to the trust account of Jamie's attorney until such time as that trust account has a sufficient amount to pay Jamie the amount she is awarded herein (including her¹/₂ of the sale proceeds from the personal property).

89. While the Court has ordered that 100% of the proceeds be paid into the trust account, only 50% of the proceeds are calculated in the analysis of Steve's overall payment to Jamie because she is entitled to receive 50% of the proceeds from those marital assets.

90. In the event that Steve elects to retain any of the listed items of personal property, the parties shall follow the same process as outlined above for the valuation of the 1939 Chevy Coupe.

91. Once the value of the particular item has been finalized, Steve will be required to pay ¹/₂ of the amount of that item to Jamie in the calculation of what is ultimately owed to her.

92. Jamie shall be awarded the remaining personal property items she requested at trial, namely:

- a.** Any remaining bikes that are not specifically Steve's (she has received two of them);
- b.** Ski gear;
- c.** Cookbooks;
- d.** Jamie's premarital items;
- e.** Yearbooks, journals, books, keepsakes.

93. The parties shall arrange a time within thirty (30) days of the *Findings of Fact and Conclusions of Law*, which is August 12, 2026, during which Jamie will receive these items.

94. Steve has previously expressed an aversion to Jamie coming to the residence. If Steve maintains that Jamie shall not come to the residence, he is responsible for delivering all of the identified personal property items to Jamie at a time and place agreed upon by the parties within thirty (30) days of the *Findings of Fact and Conclusions of Law*, which is August 12, 2026.

95. Steve shall take care in preserving the condition of these assets, and delivering them to Jamie in a manner designed to avoid damage to these items.

96. The parties shall duplicate all family photos and videos and to split the cost therefore so that each of them will have copies. The parties are free to agree to a different method of dividing the family photos and videos; however, this provision controls if the parties are unable to reach such agreement. Jamie shall be responsible for identifying the company to be used for duplication. Within thirty (30) days of Jamie notifying Steve of the company to be used, Steve shall deliver the photos and videos to that company for duplication. Each party is responsible for

paying their respective one-half of the cost directly to the company who has performed the duplication before the items are then released back to the parties.

97. Business Interests. There are businesses that had been formed and/or operated during the parties' marriage known as Custom Color, SandTech, and Rockside Engineering.

98. There is no indication that these entities are still in existence.

99. To the extent that if they do still exist, Steve shall be awarded full ownership of these business entities without any claim from Jamie.

100. Steve shall be fully responsible for any debts associated with those entities.

101. Payment of Remaining GAL Fees. At trial, the Guardian ad Litem indicated that Jamie owed \$11,949.61.

102. As set forth above, the Court ordered that the \$7,200 received from the sale of the 1981 Jeep be paid directly to the Guardian ad Litem, which has been accomplished.

103. Accordingly, Jamie still owes \$4,749.61² in GAL fees through the date of the trial.

104. The GAL shall be paid in full from the trust account held by Jamie's attorney as soon as there are sufficient funds deposited into that account, from whatever source (i.e., sale of the Land or items of personal property).

105. The payment of this remaining amount of GAL fees is entirely Jamie's responsibility, and should not affect the accounting of whether Steve has fully paid to Jamie the final amount due and owing under the reconciliation amounts discussed herein.

106. Payment of Custody Evaluator. The Court had previously ordered that the parties shall equally share the cost of the custody evaluator.

² The Findings of Fact listed \$4,809.57, this amount is incorrect. Total has been corrected for accuracy: \$11,949.61 - \$7,200.00 = \$4,749.61.

107. Steve did not pay his portion, therefore, Jamie paid Steve's portion in order to ensure that the custody evaluations would be prepared.

108. Steve shall pay Jamie his one-half of the custody evaluation, or \$2,500.00.

109. **Financial Accounts.** The parties shared a joint checking account at Zions Bank at the time of their separation.

110. As of September 1, 2022, the balance in that account was \$131,281.31.

111. Jamie acknowledges withdrawing a total of \$110,250.00 from that account, which is greater than one-half of the balance. Accordingly, Steve shall receive an offset to equalize Jamie's withdrawals with the amount that was left remaining.

112. The parties also had a checking and savings account with America First Credit Union, which had the following balances as of August 1, 2022: \$101,862.27 (savings) and \$1,092.62 (checking).

113. Jamie did not withdraw any funds from the America First accounts.

114. The total of the Zion's and America First accounts is \$234,236.20, meaning each party would have been entitled to receive \$117,118.10 as his/her one-half share.

115. The difference between her share of those accounts and the amount Jamie acknowledges taking is \$6,868.10. Accordingly, Jamie shall receive that amount in order to equalize the parties' bank accounts.

116. There is a bank account in the name of Steve and the parties' adult daughter Sidney. This account shall be divided into three separate accounts with equal amounts. Steve and Sidney will be named as owners of the original account (or Sidney alone, since she is now an adult), Steve and S.B. will be named as owners of the account designated for S.B., and Jamie and SJ

will be named as owners of the account designated for SJ. Steve and Jamie shall manage these accounts for the benefit of the children who are named on them, taking into consideration their educational/career goals.

117. Because the account is being divided for the benefit of the parties' children, the Court does not consider the existing account, or the newly-formed separate accounts, to be marital assets requiring division between Steve and Jamie.

118. Retirement Accounts. Jamie has a retirement account with T. Rowe Price. Jamie shall retain the entire account, and Steve will receive an offset of 50% of its value as of the date of trial against the amount he must pay to Jamie.

119. Steve has a retirement account with ABG. Within thirty (30) days of the *Findings of Fact and Conclusions of Law*, which is August 12, 2026, Steve shall elect whether to retain this account without a QDRO issuing to Jamie (in order to save on the cost of preparing the QDRO), or to allocate it all to Jamie, or allocate a percentage of the account to Jamie while retaining some of the account for himself. Whatever Steve's election is, Jamie is entitled to 50% of the account value as of the date of trial, and that amount must be factored into Jamie's overall recovery.

120. Debts. When the parties separated, there was a \$20,000 credit card bill.

121. Steve notified Jamie of this debt, and she paid him \$10,000. Accordingly, if there is any amount remaining from that marital debt, it is Steve's responsibility.

122. The parties have an America First account statement that listed an "RV Loan" of \$17,287.87. To the extent that this obligation still exists, the Court finds that it shall be satisfied through the sale of the 2018 Fleetwood Jamboree RV, which appears to be the item of personal

property associated with that debt. Therefore, the proceeds from the sale of that item shall be calculated after payment of any outstanding loan.

123. The parties shall each be responsible for any debts that they incurred post-separation.

Finalization of Calculation of Amount Owing to Jamie and Distribution of Funds to

Jamie

124. The final amount that Steve owes to Jamie in order to purchase her equity interest in the Lucern property and equalize the parties' interest in their respective retirement accounts, bank accounts, and personal property shall be calculated as follows (the amount to be paid to the GAL is not included in this calculations, because the amount owed to the GAL does not affect the calculation of what Jamie shall receive):

a.	Home equity:	\$435,401.19
b.	½ of sales proceeds from the sale of the Land	\$ + TBD
c.	Medical Expense reimbursed by Steve	\$ + \$6,403.40
i.	Jamies attorney fees for this issue	\$ + TBD
d.	Payment for custody evaluator	\$ +\$2,500.00
e.	Equalization of bank accounts	\$ +\$6,868.10
f.	½ value of 1939 Chevy Coupe (or ½ of sales price)	\$ + TBD
g.	½ of Jamie's T. Rowe Price Account (value at trial)	\$ - TBD
h.	½ of Steve's ABG Account (value at trial)	\$ + TBD
i.	½ of the proceeds from the sale of personal property	\$ + TBD

125. To allow for a final resolution of this matter, if there is property (real or personal) that remains unsold four (4) months after the *Findings of Fact and Conclusions of Law*, which is November 13, 2026, the parties shall proceed as follows:

- a.** Remove the Land from the equation (if it is unsold);
- b.** Cooperate in obtaining an agreed-upon value for each remaining personal property item that remains unsold, using the same process identified herein for the 1939 Chevy Coupe.
- c.** Those values shall be used to reach a final calculation of the amount to be paid to Jamie.
- d.** Steve will be awarded ownership and possession of whatever personal property items are remaining and will be free to sell them or keep them at his election.

126. Steve will have until March 31, 2027 to pay Jamie in full based upon these calculations. If he fails to do so, the Lucern Drive property shall be listed for sale so that the proceeds from that sale can be used to satisfy the amount owing to Jamie as calculated under Paragraph 124.

127. The Court allowed Jamie to place a HELOC on the Lucern Drive property due to the anticipation that she would receive an ultimate payout of equity.

128. The Court also indicated that the HELOC would be satisfied out of Jamie's portion of the marital estate.

129. Accordingly, while the Court has not deducted the amount of the balance of the HELOC from the calculation in Paragraph 124, because technically that calculation is intended simply to calculate what Steve owes to Jamie (and not what Jamie is required to do with the

funds she receives), therefore, Jamie may not personally receive any funds from her attorney's trust account until such time as the HELOC has been paid in full.

130. The funds in the attorney's trust account may be paid in increments to satisfy the HELOC, or accumulated until there are sufficient funds to pay the HELOC in full. Under either scenario, all funds must first be directed to the HELOC before Jamie receives any funds personally.

131. The Court's reasoning for this structure is that Steve may choose to utilize a HELOC to pay Jamie in full for the amount she is entitled to receive, but may be precluded from getting another HELOC while the one that Jamie placed upon the Lucern Drive property remains a cloud on title to that property.

132. Once the HELOC has been paid in full, Jamie shall receive monthly distributions from the trust account so that she is not required to wait until all of the property is sold before she begins receiving proceeds from the property division set forth herein.

133. The Land will remain listed for sale, and the parties will equally divide the proceeds from the sale of the Land when it occurs.

134. Return to Maiden Name. Jamie shall return to the use of her maiden name (Hall), if she so chooses.

135. Attorney Fees. The Court declines to make an award of attorney fees, with the exception of any attorney fees attributable to Jamie's recovery of the medical bill that she incurred due to Steve not communicating with her regarding the status of the parties' health insurance coverage. Jamie's counsel is instructed to submit an affidavit of attorney fees related to that discrete item.

*****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 this 7th day of August, 2026.

*E-signed by Joanie K. Low
with permission of Max Von Schmeling*

/s/ Max Von Schmeling

ASA KELLEY
MAX VON SCHMELING
Attorneys for Petitioner

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure a true and correct copy of the above Order was served by being emailed on the 28th day of July, 2026, to the following parties. Notice of objections to this order must be submitted to the Court and counsel within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

ASA KELLEY
MAX VON SCHMELING
Attorneys for Petitioner
Email: Kelley@RosingDavidson.com
max@rosingdavidson.com

JR LAW GROUP, PLLC

/s/ Joanie K. Low

JOANIE K. LOW
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of August, 2026, I caused a true and correct copy of the foregoing *Amended Decree of Divorce* to be sent to the following by the method indicated below:

E-FILE:

ASA KELLEY
MAX VON SCHMELLING
Attorneys for Petitioner

JR LAW GROUP, PLLC

/s/ Kaylee Schriever

KAYLEE SCHRIEVER
Paralegal for Kaylee Schriever