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IN THE FOURTH JUDICIAL DISTRICT COURT OF JUAB COUNTY

STATE OF UTAH, NEPHI DEPARTMENT

IN THE MATTER OF THE MARRIAGE OF:

JASON ALAN DEVERAUX, Petitioner,

and

CLINTON HARVEY DEVERAUX, Respondent.

DECREE OF DIVORCE

Case No. 244600057

Judge Anthony Howell

Commissioner Dustin Hardy

This matter comes before the Court pursuant to the parties' Stipulation and Settlement Agreement. Thirty days have passed since the filing of the Petition, or the Court has entered an order waiving the waiting period. The Court, having entered its Decree of Divorce, and good cause appearing therefor, hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. Decree of Divorce. The marriage between Petitioner, Jason Alan Deveraux, and Respondent, Clinton Harvey Deveraux, is hereby dissolved, and each party is

awarded a Decree of Divorce from the other, to become final *nunc pro tunc* as of February 26, 2026, on the grounds of irreconcilable differences.

JURISDICTION AND VENUE

2. Residence. The parties are residents of Juab County, State of Utah, and have been for at least three (3) months immediately prior to the commencement of this action.

3. Marriage Information. The parties were married and are currently married. The parties have experienced irreconcilable differences making continuation of the marriage 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.

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. 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 §§81-6-104(1) et seq.

CHILDREN

9. Minor Children. The parties have four (4) children, three (3) of whom are minors, to wit: KAD (10/27/2006); JJD (12/20/2007); EAD (12/21/2010); CCD (05/22/2014).

10. Custody. The parties are awarded joint legal custody and joint physical custody of the minor children, with Petitioner designated as the primary custodial parent exercising 183 overnights per year and Respondent exercising 182 overnights per year. Petitioner exercises the majority of annual overnights with the minor children. For purposes of school enrollment, mailing address, and residential designation, the children's primary residence shall be Jason's residence.

11. Parent-Time. Parent-time shall be pursuant to the standard parenting schedule set forth in Utah Code §81-9-305 et seq., as the parties may agree. If the parties are unable to agree, parent-time shall be in accordance with the equal parent-time schedule set forth in Utah Code §81-9-305(3).

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

i. For purposes of designating summer uninterrupted parent time, both parents shall provide notification of extended parent-time (including the two weeks of uninterrupted parent-time in the summer) or vacation weeks with the child to the other parent.

ii. In odd-numbered years, Jason shall provide notice to Clinton by May 1st, and Clinton shall provide notice to Jason by May 15th.

iii. In even-numbered years, Clinton shall provide notice to Jason by May 1st, and Jason shall provide notice to Clinton by May 15th.

iv. If a parent fails to provide a notification within the time periods described, their presumption is waived, and the parties shall work together to determine the non-compliant parent's extended parent time.

b. Holidays. The parties shall alternate holidays in accordance UCA §81-9-302 with the exception that holiday time on Columbus Day, Juneteenth, and Veteran's Day will not be exercised. Holidays take precedence over the regular and summer parent time rotation.

c. Holidays include any "snow" days, teacher development days after the children begin the school year, or other days when school is not scheduled, contiguous to the holiday period, and take precedence over the weekend parent-time. Changes may not be made to the regular rotation of the alternating weekend parent-time schedule.

Utah Holidays According to Utah Code §81-9-302

Odd Years	Evens Years	Holiday and Time
Jason	Clinton	Martin Luther King Jr. Holiday: (1) <u>Begins:</u> (a) 9 a.m. on the holiday if the parent is available to be with the child; or (b) at 6 p.m. at the election of the parent granted the holiday. (2) <u>Ends:</u> at 7 p.m. on the day of the holiday.
Clinton	Jason	President's Day: (1) <u>Begins:</u> (a) 9 a.m. on the holiday if the parent is available to be with the child; or (b) at 6 p.m. at the election of the parent granted the holiday. (2) <u>Ends:</u> at 7 p.m. on the day of the holiday.

Jason	Clinton	Spring Break: (1) <u>Begins</u> : at 6 pm on the day that school dismisses for the holiday. (2) <u>Ends</u> : at 7 p.m. on the day before school resumes.
Clinton	Jason	Memorial Day: (1) <u>Begins</u> : (a) 9 a.m. on the holiday if the parent is available to be with the child; or (b) at 6 p.m. at the election of the parent granted the holiday. (2) <u>Ends</u> : at 7 p.m. on the day of the holiday.
Jason	Clinton	July 4: (1) <u>Begins</u> : on July 3 at 6p.m. (2) <u>Ends</u> : on July 5 at 6 p.m.
Clinton	Jason	July 24: (1) <u>Begins</u> : on July 23 at 6p.m. (2) <u>Ends</u> : on July 25 at 6 p.m.
Jason	Clinton	Labor Day: (1) <u>Begins</u> : (a) 9 a.m. on the holiday if the parent is available to be with the child; or (b) at 6 p.m. at the election of the parent granted the holiday. (2) <u>Ends</u> : at 7 p.m. on the day of the holiday.
Jason	Clinton	Fall Break: (1) <u>Begins</u> : at 6 pm on the day that school dismisses for the holiday. (2) <u>Ends</u> : at 7 p.m. on the day before school resumes.
Clinton	Jason	Halloween or the day Halloween traditionally celebrated in local community: (1) <u>Begins</u> : at (a) the time school is dismissed or (b) at 4 p.m. if there is no school. (2) <u>Ends</u> : at 9 p.m. on the holiday.
Clinton	Jason	Thanksgiving: (1) <u>Begins</u> : (a) 6 p.m. on the day school is dismissed. (2) <u>Ends</u> : at 7 p.m. on day before school resumes.
Jason	Clinton	First ½ Winter Break: (1) <u>Begins</u> : at 6 p.m. on the day school dismisses for winter break. (2) <u>Ends</u> : December 27 at 7 p.m.
Clinton	Jason	Second ½ Winter Break: <u>Begins</u> : on December 27 at 7 p.m. (2) <u>Ends</u> : at 7 p.m. on the day before school resumes.
Clinton	Jason	Child's actual birthday: (1) <u>Begins</u> : at 3 p.m. (2) <u>Ends</u> : until 9 p.m.
Jason	Clinton	On the day before or after child's birthday: (1) <u>Begins</u> : at 3 p.m. (2) <u>Ends</u> : at 9 p.m.
Jason	Clinton	Father's Day: (1) <u>Begins</u> : on holiday at 9 a.m. (2) <u>Ends</u> : at 7 p.m.

12. Parenting Plan. The parties shall adopt the advisory guidelines found in UCA§ 81-9-202 (Formerly UCA §30-3-33) as their parenting plan, in addition to the following provisions:

1. Joint Decision-Making. Each parent will make the day-to-day decisions during their individual parent time as they impact the child. The parties shall consult with each other regarding major decisions for the child, including elective medical care, education, and religious upbringing. If the parties cannot reach an agreement, they shall consult with relevant professionals to assist in making a decision. If they are still unable to reach an agreement, they shall return to mediation prior to seeking court intervention.
2. Medical Care. Both parties shall follow the recommendations of the child's physician and mental healthcare professional(s) including prescribed medication(s).
3. Medical Emergency. Each parent shall be notified immediately by the custodial parent in the event of a medical emergency with a minor child.
4. Sharing Information. Each party shall be entitled to directly access the child's medical, church, education, counseling, and other records. The parties shall share information with one another regarding the child's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information.
5. Contact Information. The parties shall immediately notify the other parent of any change of address or change of telephone number.

6. First Right of Refusal. Parental care shall be presumed to be better than surrogate care. Each party shall be responsible to give the other party the first right of refusal to provide care for the children if they will be away from the children for 1 or more overnights during his parent time. The party exercising the first right of refusal must be personally available to care for the children and shall be responsible for all transportation.
7. Transportation. The parties shall utilize school-to-school exchanges when possible. A parent, grandparent, step-parent, or extended relative may transport a child to an appointment or activity as needed. Otherwise, all exchanges shall occur with the receiving parent providing the transportation.
8. Communication. The parties shall communicate primarily by emails and text message. Either party may request to use Our Family Wizard (OFW) as a secondary option and only text in the event of an emergency. All communication shall be civil and related to the child. Name-calling shall never be considered civil.
9. Virtual Communication. Each party may have reasonable and uncensored phone contact with the children while they are with the other parent. The children may call either parent at any reasonable time.
10. Phone Tracking. Each parent may be allowed to track the children via the phone locator while they are with the other parent but shall not contact the other parent or the children regarding their whereabouts.

11. 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.

12. Travel. In accordance with UCA §81-9-202(19), each party shall be responsible to provide the other with an itinerary and contact information before traveling with the children overnight. When the children travel with either parent overnight, all of the following will be provided to the other parent at least 24 hours prior to departure:

- i. An itinerary of travel dates;
- ii. Destination; and
- iii. Contact information of any adults traveling with the children.

o. Passport. The parties shall cooperate with each other to keep the child's passport current. Each party shall have access to the child's passport, if a party requests the passport for travel the other parent shall cooperate in getting the passport to the requesting parent in a timely manner. The parents agree that the children shall not travel to any country or region the United States State Department deems unsafe.

p. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, 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.

q. Child's Events. The parents shall notify each other of any events involving the children such as school activities, church events, sports events, graduations, etc., so that each party shall have the option of attending the special event if possible. For any event that is not posted online, each party 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 parties shall be entitled to attend and participate fully.

r. Extracurricular Activities. The parties will equally divide the cost of extracurricular activities or other organized events for the minor children so long as the parties have mutually agreed to the activity in writing prior to the children being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the children in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the children in extracurricular activities will not interfere with the other party's parent-time.

13. The Court finds that both parents share responsibility for the children's daily care and financial support during their respective custodial periods.

14. Mutual Restraining Order.

1. Both parties are restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, 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 child's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the child.
2. 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 child's best interest.
3. Both parents are restrained from using the children to deliver messages or to communicate with the other party.
4. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, 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.

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

6. Both parties are mutually restrained from posting on any social media platforms negative or derogatory comments about the other party.

7. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

8. Controlled Substances. The parties are restrained from consuming illegal drugs or non-prescribed drugs. The parties are restrained from consuming alcohol when the minor children are in their care or within 24 hours of caring for the minor child, and 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, or non-prescribed drugs.

9. 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 have the affirmative duty to use his best efforts to prevent third parties from such violations or should remove the children from such circumstances.

CHILD SUPPORT

15. Petitioner's gross monthly income is \$5,907.00 per month.

16. Respondent's income is imputed at \$2,720.00 per month, based on \$17.00 per hour, which Respondent earned while employed at Young Family Living.

17. Based on the parties' respective incomes, the number of minor children, and the custody arrangement with Petitioner exercising 183 overnights per year, Petitioner shall pay child support to Respondent in the amount of \$262.00 per month, in accordance with the Utah child support guidelines pursuant to Utah Code §81-6-201 et seq. The child support calculation does not include any post-adoption assistance benefits, which are governed separately by state and federal law.

18. Child support shall automatically terminate as to each child upon that child reaching eighteen (18) years of age or graduating from high school during the child's normal and expected year of graduation, whichever occurs later, consistent with Utah Code § 81-6-101. Upon each child's emancipation as defined above, the remaining child support obligation shall automatically adjust to reflect the number of remaining minor children, calculated in accordance with the Utah Child Support Guidelines then in effect, without the necessity of further court order.

19. Child support shall be paid on the 5th and the 20th of each month beginning the first month following entry of the Decree of Divorce.

20. The parties shall share the tax exemptions for the minor children as follows: so long as there are three (3) minor children, Petitioner is entitled to claim two (2) children and Respondent is entitled to claim one (1) child for tax benefit purposes each year. At such time as there are only two (2) minor children, Petitioner shall claim one (1) child and Respondent shall claim one (1) child each year. At such time as there is only

one (1) minor child, the parties shall alternate claiming the child, with Petitioner receiving the benefit for tax years ending in an even number and Respondent receiving the benefit for tax years ending in an odd number. A party must be current on all obligations under the Decree as of December 31st of the applicable tax year to be entitled to the tax benefit. The parties shall cooperate in signing any forms required by the IRS to effectuate the tax benefit provisions.

MEDICAL AND DENTAL EXPENSES

21. Each parent shall provide and maintain medical and dental insurance for the minor children if it is available at reasonable cost and accessible to the children, pursuant to Utah Code §81-6-208. If both parents have insurance, Petitioner's insurance shall be designated as primary.

a. Health Insurance Premiums. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child'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. The party paying the health insurance premium may receive credit for the other parent's portion pursuant to Utah Code §81-6-208.

b. Verification of Coverage. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, 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.

c. Uninsured Medical/Dental Expenses. 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 actually paid by the parents. If neither party is able to secure medical/dental insurance for the children at a reasonable cost, each party is responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. Reimbursement for Expenses. 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.

e. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical/dental services. A creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has

paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under U.C.A. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

CHILD CARE EXPENSES

22. In accordance with Utah Code §81-6-209, each parent shall share equally the reasonable work-related childcare expenses.

ALIMONY

23. Neither party is awarded alimony. Each party's claim for alimony is waived and forever barred.

REAL PROPERTY

24. Petitioner is awarded the marital home located at 468 East 760 South, Nephi, Utah 84648, and all equity therein, free and clear of any claim by Respondent.

25. Respondent shall execute a quit claim deed conveying all right, title, and interest in the marital home to Petitioner within thirty (30) days. If Respondent fails to execute the quit claim deed, this Decree shall operate as a conveyance, and any title company, mortgage company, or other interested party may rely upon the Decree as evidence of such conveyance.

26. Petitioner shall take sole possession by March 1, 2026. Respondent shall remove all personal effects from the marital home by February 28, 2026.

PERSONAL PROPERTY

27. Each party is awarded their own personal property. If a dispute arises as to an item of personal property, the parties shall attend mediation prior to coming to court for relief.

VEHICLES

28. Consistent with the Partial Stipulation and Agreement entered June 4, 2025, Respondent is awarded the 2020 Volkswagen Atlas with debt, the 2020 Honda Shadow motorcycle with debt, and the 2008 Ford Mustang. Respondent shall refinance all vehicle debts out of Petitioner's name within sixty (60) days of entry of this Decree.

29. Petitioner is awarded the 2018 Toyota Tundra with debt, the 1997 Seaswirl boat, the Alliance Delta camp trailer, the 2020 Big Tex car hauler, the 2021 Honda Rancher motorcycle, the trail bikes, and the 4-wheeler.

30. Each party is responsible for all debt, maintenance, and insurance on the vehicles awarded to him and shall hold the other party harmless therefrom.

FINANCIAL ACCOUNTS

31. Each party is awarded any and all bank accounts, financial accounts, and other accounts held solely in his name.

RETIREMENT ACCOUNTS

32. Each party is awarded any and all retirement accounts, pensions, 401(k) plans, IRAs, and other retirement benefits held in his name, whether accrued before, during, or after the marriage, free and clear of any claim by the other party. Each party hereby waives any and all claims to the other party's retirement accounts and benefits.

DEBTS

33. Each party shall assume and be solely responsible for all debts incurred in his own name and shall hold the other party harmless therefrom except as otherwise set forth herein.

34. Within thirty (30) days of entry of this Decree, each party shall refinance or sell any asset encumbered in the other party's name so as to remove the other party's name and liability.

MISCELLANEOUS

35. Each party shall execute any documents necessary to effectuate the terms of the Decree.

36. Each party is responsible for his own attorney fees and costs.

37. The Partial Stipulation and Agreement entered June 4, 2025, is incorporated by reference to the extent not inconsistent with the Decree.

ADDITIONAL ORDERS

39. This Decree of Divorce is final upon entry.

40. The terms of this Decree of Divorce, as fully reflected in the foregoing Findings of Fact, including the division of property, the custody and support of the minor

children, the payment of debts and obligations, and other matters as more specifically set forth above, are ratified, approved, and confirmed in all particulars.

The judge's signature will appear at the top of the first page of this document.

CERTIFICATE OF SERVICE

The undersigned certifies that on the 6th day of August, 2026 she/he filed the foregoing DECREE OF DIVORCE using the Court's electronic filing system and emailed the foregoing to the following:

Clinton Harvey Deveraux
468 East 760 South
Nephi, UT 84648
clint79797979@gmail.com

/s/ Tim Reed
Paralegal