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

In the matter of the marriage of
JENNIFER ANN ANDERSON,
Petitioner,
and
CHAD BRIAN ANDERSON,
Respondent.

DECREE OF DIVORCE

Civil No. 264400666
Judge Tony F. Graf,
Jr.
Commissioner Dustin
Hardy

The definitions that apply to this document are:

Petitioner: Jennifer Anderson ("Petitioner" or "Jennifer")

Respondent: Chad Anderson ("Respondent" or "Chad")

Date of Marriage: September 26, 2003 (the "Date of Marriage")

Children: AA d.o.b. 10.09.2011, RA d.o.b. 04.08.2014
("Children").

The parties have stipulated to all terms related to their divorce, as evidenced by the Stipulated Settlement Agreement filed with the court on

August xx, 2026. Based upon the Parties' Agreement and the Findings of Fact and Conclusions of Law entered contemporaneously herewith, the Court **GRANTS** the Petition as set forth below, **DECREEES** that the parties are divorced on the grounds of irreconcilable differences and further **ORDERS** as follows.

CUSTODY AND PARENT-TIME

1. 1. Physical Custody of the Children. The Court awards Jennifer sole physical custody of the Children. The Court awards Chad parent-time as the parties agree. If the parties cannot agree, the Court awards him parent-time pursuant to Utah Code Ann. § 81-9-302 pursuant to the therapeutic requirement and plan below.
2. 2. Therapeutic Requirement. The parties agree parent-time shall serve the Children's best interest. To achieve that objective, the parties and the Children shall enroll in and attend mental health counseling. Each party shall sign all documents and take any necessary steps to ensure the Children are enrolled and attending, including signing all consent forms. The parties shall provide verification of their own enrollment and attendance via a letter signed by his or her therapist for each phase described below. Upon enrollment, attendance, and verification Chad's parent-time shall increase as follows:
 - a. a. Enrollment. Upon engaging a mental health counselor, Chad's parent-time shall increase to six hours

each Saturday (noon to 6:00 p.m.).

- b. b. Attendance Phase 1. After attending four sessions, Chad's parent-time shall increase to include six hours on Sunday (3:00 p.m. to 8:00 p.m.).
- c. c. Attendance Phase 2. After attending eight sessions, Chad's parent-time shall increase to include a mid-week afternoon/evening from 5:00 p.m. to 8:30 p.m.
- d. d. Attendance Phase 3. After attending twelve sessions, Chad's parent-time shall change from weekly to bi-weekly with an overnight from 7:00 p.m. on Friday to Saturday at noon with six hours (3:00 p.m to 8:00 p.m.) on Sunday.
- e. e. Attendance Phase 4. After attending sixteen sessions, Chad's parent-time shall increase to the time provided by Utah Code § 81-9-302.

f. 3. Approved Providers. The parties shall to use providers who accept their current healthcare insurance. If therapy exceeds the covered visits, each party shall cover his or her own expenses and divide the cost of the Children's treatment equally.

g. 4. Ongoing Therapy. The parties understand that completion of the four phases above shall not end their obligation to maintain their mental health to meet the best interests of the children. Therefore, the parties shall continue counseling as directed by their respective therapists. The Children

shall also continue attending counseling as directed by their respective therapists.

h. 5. Exchanges of the Minor Children. Prior to completion of the therapeutic requirement described above, Jennifer shall provide transportation for parent-time exchanges. Upon completion of the therapeutic requirement, exchanges shall occur as follows:

a. a. Exchanges at School. Unless the parents specifically agree otherwise, the parent beginning his or her parent-time may pick the Children up from school at the conclusion of the school day or after the parent gets off work and drop the drop the Children off at school at the beginning of a school day to end parent-time.

b. b. Exchanges not at School. When school is not in session, the parent beginning his or her parent-time shall pick the Children up from the residence of the other parent at 9:00 a.m. No advance notice of a pickup is required unless there is a circumstance that will change the time of the pickup. If a parent is delayed or needs to change the pickup time, that parent must inform the other parent as soon as possible to advise him or her and make appropriate alternate arrangements. The parent who is caring for the Children at the time of the exchange shall feed, bathe, and appropriately

clothe the Children and shall also prepare any items necessary for the other parent, such as homework, prior to the pick-up time. Neither parent shall follow the Children to the vehicle or move beyond arm's length of the car or door to the residence.

c. c. Third-Party Exchanges. Adults who are known to the parents and the Children shall be allowed to provide pick-up and drop-off for parent-time exchanges.

d. d. Transportation Requirements. Anyone responsible for transporting the Minor Children shall have a valid driver's license and use safety restraints (e.g., car seats, boosters, seat belts) appropriate for the Children.

a. 6. Holidays. Upon completion of the therapeutic requirement above, the parents shall divide holidays and special occasions as they agree. If they cannot agree, unless set forth otherwise in orders of the court, the parents shall abide by the holiday and special occasion schedule stated in Utah Code Ann. § 81-9-302. Chad shall be designated the noncustodial parent for purposes of holiday time. The holiday/special occasion schedule shall take precedence over regular parent-time identified above.

b. 7. Summer Parent-time. The parties shall exercise parent-time pursuant to Utah Code § 81-9-202(3). That is, Chad may exercise two weeks of uninterrupted parent-time and two weeks of interrupted parent-time

during the summer when school is not in session. Jennifer may exercise two weeks of uninterrupted parent-time. The parents shall provide notice of extended summer parent-time prior to May 1 of each year. Should the parents' chosen summer parent-time overlap, Jennifer shall have priority for her chosen summer parent-time in even numbered years, and Chad shall have priority for his chosen summer parent-time in odd numbered years.

c. 8. Legal Custody. The Court shall award the parties joint legal custody of the Children pursuant to the following agreed upon parenting plan:

PARENTING PLAN

a. 9. Day to day decisions. Each party shall make day-to-day, routine decisions for the Children while they are in that party's household.

b. 10. School and Pediatrician. The Children shall continue to attend the school in which they are currently registered, and the feeder schools (junior high and high school), unless the parties agree in writing to change schools. The Children shall continue to use their current pediatrician, unless the parties agree in writing to change pediatricians.

c. 11. Dispute Resolution. For all other decisions related to joint legal custody, if the parties cannot agree, they shall consult with and follow the advice of experts in the subjects on which they disagree. If they still cannot come to an agreement, Jennifer may make the final decision, and Chad may take the matter to the Court. While trying to resolve the dispute, either party

may request mediation, and the other party must participate.

d. 12. Church Attendance. The Children shall continue to attend the Church of Jesus Christ of Latter-day Saints, as long as they wish to do so. The parents shall support the Children's participation or non-participation, as the Children may choose. The Children may attend church with Chad during his parent-time, if they wish.

e. 13. Relocation. If a parent desires to relocate more 150 miles from his or her present home address, then the provisions of Utah Code § 81-9-209 shall apply.

f. 14. Access to Records. The parties shall have equal access to school, medical, religious, and other social and vital records of the Children directly from the provider or organization.

g. 15. Access to Professionals. The parties shall have equal access to counselors, teachers, and other professionals related to the needs of the Children. They shall have equal rights to participate in parent-teacher conferences, medical and dental checkups, and any process necessary to facilitate any special education or other special needs that the Children may manifest.

h. 16. Virtual Parent-Time and Phone Contact. Both parents have the equipment for virtual (video) parent-time and phone contact. Telephone contact or virtual parent-time shall be as the parties agree at reasonable hours and for reasonable duration. The Children may contact either parent

as they desire.

i. 17. Non-routine Travel. When the Children travel with either parent overnight, all of the following shall be provided to the other parent with as much notice as possible:

j. a. An itinerary of travel dates;

k. b. Destination;

l. c. Places where the child or traveling parent can be reached, and, the name and telephone number of an available third person who would be knowledgeable of the child's location.

m. 18. Utah Code § 81-9-202. A reasonable person's interpretation of the Advisory Guidelines of Utah Code § 81-9-202 shall be applicable to the parties.

n. 19. Modes of Communication. The parties shall communicate civilly with one another concerning parenting issues and parent-time. Name-calling and vulgar language are never considered civil. The parties shall establish accounts with a co-parenting communication app, such as Our Family Wizard ("App"). The parties shall communicate with one another primarily through the App. Their communications shall be limited to child-related matters. They shall communicate through the App at least once a week to summarize and inform one another about the Children, their activities, their needs, and their welfare. The parents shall use the App to provide full advanced notice of medical visits, parent teacher conferences, IEP meetings, sporting events,

and the like. Communications between parents shall be factual and respectful. Each party shall respond in a timely manner to parenting issues. In general, parents shall respond within 24 hours. Neither party shall send more than three communications consecutively within the 24 hour time period unless the other party has responded.

o. 20. Other Modes of Communication. Phone communication is always permitted in medical or other serious emergencies.

p. 21. Communication and Civility. Frequent open, honest, and direct communication between the parties is essential to an effective parenting relationship. Although sometimes communication may be necessary with extended family members, all important issues are to be discussed between the two parties with no intermediaries other than attorneys or mutually agreed upon, court approved, domestic mediators. The parties shall conduct their communications in a business-like manner without assuming intent, placing blame, or disputing past acts or events. The parties shall keep communications productive and respect boundaries. Issues over which the parties are in conflict shall never be addressed in the presence of the Children.

q. 22. Mutual Respect, Sharing of Information. The parties shall encourage and foster the relationship of the Children with the other parent. The parties shall promptly share all information regarding the Children, including but not limited to schooling, medical treatment, and extracurricular

activities, unless the information is something that both parents should already have access to, such as school calendars and calendars for extra curricular activities that have already been shared.

r. 23. Emergencies. If the Children becomes significantly ill or significantly injured, the party exercising parent-time shall notify the other immediately and shall follow the directions of any treating medical professionals. Phone, text, and email may be used regarding any emergency until the other parent is informed.

s. 24. No Conflict in Presence of the Children. The Children shall never know about any litigation, disagreement, or conflict between the parties. If either party feels that an in-person discussion is unproductive or escalating, that party shall have the right to respectfully end the conversation, and the parties shall continue it via email.

t. 25. Change of Contact Information. To the extent either party relocates or changes a phone number or e-mail address, the Parties shall provide notice within 24 hours of said change.

u. 26. Non-Disparagement. Neither party shall disparage the other, the other's family, or the other's partner (a.k.a. "significant other") to the Children or in the hearing or presence of the Children. Neither party shall allow a third party to disparage either parent, the parent's family, or the parent's partner in the presence of the Children. The Children shall not be used to pass messages between the parties.

v. 27. Privacy During Parent-time. Neither parent shall use the Children to gather information about the other parent. This includes interrogating or “pumping” the Children for information about parent-time with the other parent.

w. 28. Proper Care for the Children. Both parents shall feed, bathe, clothe, and properly care for the Children during their respective parent-time.

x. 29. Schooling. Both parties shall assist the Children with homework and all other school activities during their regular parent-time.

y. 30. 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 activity 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 give notice.

z. 31. 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. The parties agree that this shall 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.

aa. 32. Significant Others. With respect to romantic relationships, neither party shall spend overnights during parent-time with the Children with a romantic partner who is not a spouse. Neither party shall introduce the Children to a romantic partner unless the party has been in a committed relationship for a period of 3 months.

bb. 33. Right of First Refusal. If either parent will be unavailable because they are away from the Minor Children for two or more consecutive overnights during their parent-time, that party shall offer the first right of care to the other parent._

END OF PARENTING PLAN

CHILD SUPPORT AND RELATED MATTERS

- a. 34. Child Support. The parties shall be ordered to pay Children support in a monthly amount consistent with the provisions of the Utah Children Support Act until the parties' Children attains the age of 18 and are graduated from high school in their normal and anticipated year of graduation, or longer if one or more of the Children is determined to have extraordinary needs for financial support from their parents. Petitioner's gross monthly income is \$1,354. Respondent's gross monthly income is \$6,497. Using the sole physical custody worksheet, the monthly base Children support per is \$1,191 per month, paid from Chad to Jennifer beginning September 1, 2026.
- b. 35. Income Verification. The parties shall exchange tax returns annually while Chad has a child support obligation. If there is a 15% difference in a party's income that is not temporary in nature, child support shall automatically adjust.
- c. 36. Income Withholding. Pursuant to Utah Code § 26B-9-303 and § 81-6-106, income withholding shall apply.
- d. 37. Child Care Costs. The parties shall equally divide the reasonable work-related child care expenses pursuant to Utah Code § 81-6-209. The minimal child care award shall be set at \$0. A parent who incurs a child care expense shall provide written verification of the expense and identity of a

child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

e. 38. Health Insurance, Medical Expenses. Pursuant to Utah Code § 81-6-208, both parents shall be ordered to maintain in force appropriate health, hospital, and dental insurance for the benefit of the Children, if coverage is or becomes available at a reasonable cost, and for the duration of his/her obligation to pay Children support.

f. a. If both parents carry medical, dental and vision insurance, then Chad shall be designated as having the primary coverage.

g. b. A parent providing health insurance coverage shall provide to the other parent copies of the Children's medical insurance card, proof of the cost of insurance and the number of individuals enrolled in receiving insurance benefits under the plan within 30 calendar days of entry of the Decree of Divorce.

h. c. Each parent shall be ordered to provide verification of coverage to the other parent upon initial enrollment of the Children, and thereafter on or before January 2 of each calendar year.

i. d. Notice shall be given to the other parent of any change of insurance carrier, premium, or benefit within 30 calendar days of the date the parent first knew or shall have

known of the change.

j. e. The parties shall cooperate in exchanging all claim forms and statements reasonable and necessary to coordinate the payment of the Children's medical and dental expenses.

k. f. Pursuant to Utah Code § 81-6-208, each parent shall be ordered to share equally the out-of-pocket costs of the premium actually paid by the other parent for the Children's portion of 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.

l. g. The parent who provides the insurance coverage shall receive credit against the base Children support award or the right to recover the other parent's share of the Children's portion of the premium.

m. h. Pursuant to Utah Code § 81-6-208, each parent shall be ordered to share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, and other health expenses incurred for the dependent Children, including but not limited to deductibles and

co-payments.

n. i. A parent who incurs medical and dental expenses shall be ordered to provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment.

o. j. Reimbursement shall be made within 30 days of receipt of verification of the cost and payment of medical and dental expenses.

p. 39. Reimbursement for Expenses of Children. Either party shall be allowed to seek reimbursement for uninsured expenses incurred pursuant to Utah Code Ann. § 81-6-208.

q. 40. Tax Exemptions for Minor Children. Tax exemptions and credits for the Minor Children shall be shared equally, with each party claiming the tax exemption as follows: while an even number of children qualify, the parties shall claim an equal number of children. When there is only one Minor Child who qualifies, the parties shall alternate claiming the tax exemption each year, with Petitioner claiming in odd-numbered tax years and Respondent claiming in even-numbered tax years.

r. 41. Cell Phone Plans. The parties agree to maintain the current cell phone plan until they otherwise agree. Respondent shall pay 75% of the monthly cost; Petitioner shall pay 25% of the monthly cost.

DIVISION OF ASSETS AND LIABILITIES, ALIMONY

a. 42. Distribution of Assets and Liabilities.

b. a. *Real Property.* The parties own the house located at 1805 E American Way, Unit 18, Eagle Mountain, Utah, which is the marital home. Each party shall be awarded half the equity in the home. Chad may continue to live in the home. He shall vacate the home thirty days after Jennifer gives notice of refinancing, as explained below.

c. b. *Refinance.* Jennifer has the option to refinance the home, paying off the current mortgage in full, and paying Chad half of the equity as described below.

Notwithstanding her option to refinance, if Jennifer does not do so by December 20, 2026, the parties shall sell the home. Notwithstanding the foregoing, if Jennifer has received approval and the process is moving forward, she shall be able to complete the refinance if she cannot do so by December 20, 2026. Alternatively, if she learns she will not be eligible or decides not to refinance, the parties shall list the home for sale as soon as practicable.

d. c. *Access to Personal Property.* Chad shall make Jennifer and the Children's personal property available for pick up. Jennifer shall give him notice of items she needs through the App. Chad shall place the item(s) on the porch

within 24 hours of receiving the request.

- e. *d. Indemnity.* Prior to sell or refinance, Chad shall pay the mortgage and maintenance costs of the home. He shall indemnify and hold harmless Jennifer for any late or missed payments on the home.
- f. *e. Maintenance and upkeep.* Chad shall maintain the home in the same condition it is currently in, paying for any reasonable repairs and upkeep until he has been paid his half of the equity or until the house is sold, whichever comes first.
- g. *f. Sale of the Home.* If the home needs to be sold as indicated above, then the parties shall both engage a neutral realtor to list the home as soon as practicable. The parties shall agree on the listing price and whether to accept an offer. If they cannot agree on a decision for the sale of the home, then the realtor shall make the final decision. The parties shall divide the net proceeds (sale price minus realtor costs, mortgage payoff, and any other costs directly related to the sale of the home) equally at closing. Jennifer shall pay the HELOC from her portion of the proceeds. In lieu of alimony, Chad shall pay Jennifer \$60,000 from his portion of the equity.

h. *g. Vehicles.* The parties' vehicles shall be awarded as follows:

i. i. 2014 Camry: To Petitioner, who shall be responsible for all associated debt, taxes, insurance, and other costs, free and clear of any obligation by Respondent.

ii. ii. 2006 Toyota Avalon: To Respondent, who shall be responsible for all associated debt, taxes, insurance, and other costs, free and clear of any obligation by Petitioner.

iii. iii. The parties shall cooperate to remove each other's names from the vehicles awarded to them. Additionally, they shall obtain their own vehicle insurance within 30 days of this Agreement.

i. *h. Financial Accounts.* The Parties have the following joint accounts:

i. i. A joint money market account with Goldenwest Credit Union ("GWCU"). The parties divided this account upon separation. The parties shall close this account. Petitioner, as primary on the account, shall be awarded any funds remaining in the account.

ii. ii. Jennifer shall be awarded the GWCU

accounts ending in *7983 and *5001.

iii. iii. Chad shall be awarded the GWCU account ending in *3559.

iv. iv. Each party shall be awarded any other individual accounts in their own names free and clear of any claim or obligation of the other.

j. i. *Debts and Obligations.* The parties have a joint debt on a credit card under Jennifer's name. She shall assume the debt and remove Chad's name from the account. If she cannot remove his name, she shall close the account. Chad shall assume the debt on the credit card in his name. The parties shall be responsible for any debts or obligations that are only in their names. Each shall hold the other harmless and indemnify the other party for debts in their names.

k. j. *Retirement Account(s) and Pension(s).* During the marriage, the parties contributed marital funds to separate retirement accounts in their own names. The parties shall divide the retirement accounts equally. This shall be accomplished through a Qualified Domestic Relations Order (QDRO) from Respondent's account, giving him credit for his portion of Petitioner's account so the net

result is the same as doing multiple QDROs. Both parties shall provide updated account balances as of July 31, 2026, and shall split the fee for the QDRO equally. Respondent shall initiate the QDRO process within 30 days of entry of the Decree of Divorce.

l. k. *Business Interest.* Jennifer is awarded her business, Cousins Cozy Stay, LLC, free and clear of any claim from Chad.

m. l. *Personal Property.* The parties shall be awarded their personal property, premarital property brought into the marriage, and personal property acquired after separation.

n. m. *Marital Property.* The parties shall list items of marital property they wish to be awarded. Each item listed by a party that is not on the other party's list shall be awarded to the listing party. For items that are on both lists, the parties shall flip a coin. The winner of the coin toss shall select an item, then the other party shall choose, and they shall alternate choosing until all items have been selected and claimed.

o. 43. Alimony. In lieu of alimony, Chad shall pay Jennifer \$60,000 from his portion of the equity from the marital home.

DISPUTE RESOLUTION

- a. 44. Mediation Required. Should any dispute arise concerning anything related to the parties' marriage, excluding an action for enforcement, and the parties are unable to agree on a resolution, the parties shall attend mediation in good faith to attempt to resolve the dispute. If the dispute is not resolved by mediation, either party shall be able to apply to the Court for a determination.
- b. 45. Further Assurances. Each party shall execute further documents necessary to carry out the terms of this Settlement Agreement and resulting Decree of Divorce.
- c. 46. Attorney's Fees and Court Costs. Any attorney fees incurred by either party shall be solely the responsibility of that party.

**THIS IS AN OFFICIAL COURT ORDER. THIS ORDER IS
ELECTRONICALLY SIGNED BY THE JUDGE AND/OR COMMISSIONER ON
THE TOP OF THE FIRST PAGE OF THE DOCUMENT AND ENTERED AS
OF THE DATE.**

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RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Findings of Fact and Conclusions of Law to the Court for signature upon the expiration of seven (7) days after service (and an additional three days if mailed), or upon written objection.

DATED this 9th day of August, 2026.

Lieberman Siebers & Wood

/s/ Matthew H. Wood
Matthew H. Wood
Attorneys for Petitioner

Approved as to form:
PETER KERN & ASSOCIATES

/s/ _____
Chad W. Hutchings
/s/ with permission by email on xx.xx.2026

RULE 7 CERTIFICATE OF SERVICE

I hereby certify that on August 9, 2026, I caused a true and correct copy of the foregoing to be served via email on Respondent's counsel, Chad Hutchings, at chad@peterkern.lawyer.

/s/ Matthew H. Wood

CERTIFICATE OF SERVICE

I hereby certify that on August 19, 2026, I caused a true and correct copy of the foregoing to be served via the Court's electronic filing system, Greenfiling, upon all counsel of record.

/s/ Matthew H. Wood