



DALE E. ELLSWORTH, JR. (USB #15130)
ELLSWORTH LAW FIRM, PLLC
2901 W. Bluegrass Blvd., Ste. 200
Lehi, Utah 84048
Telephone: (801) 210-2829
Facsimile: (385) 200-8454
Email: dale@theellsworthlawfirm.com
Attorney for Petitioner Jessica Hatch

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

In the matter of the marriage of:

JESSICA HATCH,

and

ERIC HATCH.

DECREE OF DIVORCE

Case No.: 264401408

Judge: Kraig Powell

Commissioner: Marian Ito

This matter comes before the above-referenced court by way of Petitioner Jessica Hatch's Verified Petition for Divorce. This Court having reviewed the pleadings herein, including the parties' Settlement Agreement; does hereby find good cause to make and enter this Decree of Divorce, as follows:

JURISDICTION, VENUE AND GROUNDS

1. Jurisdiction. Petitioner Jessica Hatch ("Jessica") is a bona fide resident of Utah County, State of Utah, and has been a resident of this county for the 90 days immediately prior to the commencement of this action.
2. Venue. That venue is proper pursuant to Utah Code Ann. § 78B-3a-201 as Respondent Eric Hatch ("Eric") resides in Utah County.

3. Marriage Information. The parties were married on August 15, 2009, in Orem, Utah County, State of Utah and are now, and have been since that time, husband and wife.
4. Separation. The parties separated on or about March 1, 2025.
5. Grounds. The parties are granted a decree of divorce pursuant to Utah Code Ann. § 81-4-405(1)(h) as irreconcilable differences have arisen between them making their marriage irretrievably broken and impossible to continue.

UCCJEA

6. The parties are the parents to two (2) minor children, to wit:

<u>Initials</u>	<u>Birth Month & Year</u>
T.S.H.	March 2009
L.M.H.	May 2011

7. No additional minor children are expected as issue of the marriage.
8. The minor children have resided in Utah County for at least the six (6) months immediately prior to the commencement of this action; and the minor children's home state is Utah.
9. Neither party has participated in any capacity—including as a party, witness, or otherwise—in any litigation concerning the custody of the minor children in this state, any other state, or any foreign country.
10. Neither party is aware of any pending custody proceeding concerning the minor children in any court of this state, any other state, or any foreign country.
11. Neither party is aware of any individual, not already joined as a party to this proceeding, who has physical custody of the minor children or who asserts a claim to legal or physical custody or visitation rights.

///

CUSTODY, PARENT-TIME AND PARENTING PLAN

12. Legal Custody. The parties are awarded joint legal custody of the minor children subject to the parenting plan included hereafter.

13. Physical Custody. It is in the minor children's best interests that Jessica is awarded sole physical custody of the minor children, subject to Eric's reasonable parent-time.

a. Regular Parent-Time. Unless otherwise agreed by the parties in writing, Eric shall exercise parent-time with the minor children pursuant to Utah Code Ann. § 81-9-302, subject to the following modifications and conditions:

i. Children's Preferences. The parties shall reasonably consider and give appropriate weight to the minor children's preferences regarding parent-time, considering each child's age, maturity, and best interests.

ii. Restriction on Overnight Parent-Time. Eric shall not exercise overnight parent-time until he has obtained and maintained a residence with adequate sleeping accommodations such that each minor child has a separate bedroom.

b. Extended Summer Parent-Time. Each party shall be entitled to two (2) weeks of uninterrupted parent-time during the summer months when school is not in session, which may be exercised consecutively. Each party shall provide written notice to the other no later than May 15 of each year identifying the dates selected for such extended summer parent-time. In the event of a conflict in selected dates, Eric shall have first priority in even-numbered years, and Jessica

shall have first priority in odd-numbered years. If the party with first priority fails to provide timely written notice by May 15, the other party shall have first priority for that year. Extended summer parent-time shall not supersede or interfere with the other party's holiday parent-time.

c. Holidays. Unless the parties agree otherwise, they shall exercise parent-time with the minor children on birthdays and holidays, as follows:

Holiday	Holiday Time Period	Eric	Jessica
Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. 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 Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins: (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: (a) the time that school is dismissed for spring break; or (b) 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.	Odd years	Even years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial 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 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.	N/A	All years to Jessica
Father's Day	(1) Holiday begins at 5:30 p.m. on the day	All years to	N/A

	before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	Eric	
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 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
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 that school is dismissed for Labor 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 Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 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: (a) the time that school is dismissed for Thanksgiving; or (b) 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	(1) Holiday begins at: (a) the time that school	Odd years	Even years

(First Half)	dismisses for winter break; or (b) 5:30 p.m. on the day 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.		
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 Minor 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 Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

d. Priority of Parent-Time. If a conflict arises in the parent-time schedule, the following order of precedence shall 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 schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the minor child away from that 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 minor child's birthday; (iv) extended parent-time; and (v) the schedule for weekday or weekend parent-time.

14. Parenting-Plan. The following parenting-plan shall be adopted by the Court:

a. Affection and Love. The parties shall not discourage the minor children from loving, respecting, and having a relationship with the other parent.

b. Children's Personal Belongings. The parties shall ensure that the personal items and clothing of the minor children be returned with them when they return to the other parent's home.

c. Communication.

i. The communication between the parties shall be in writing (e.g. text message and/or email) and solely focused on the minor children. The parties may communicate via telephone in case of an emergency.

ii. The parties shall notify each other of significant illness involving the minor children and of any information relating to their medication(s), treatment(s), and/or hospital visit(s).

iii. The parties shall respond to communication from one another within a reasonable time and in a manner consistent with good-faith co-parenting.

d. Contact Information. If either party's physical address, email and/or telephone number changes, they shall provide the other parent with their updated contact information within 24 hours of said change.

e. Day-to-Day Decisions. The parent with whom the minor children are residing at the time shall have the authority to make the minor day-to-day decisions regarding the care, control, and discipline of the minor children. Notwithstanding, there shall be no corporal punishment.

f. Education Plan.

- i. The minor children shall remain enrolled in a school associated with Jessica's residence.
 - ii. Both parties shall be identified as the minor children's parents on all school and educational records. Each party shall have equal access to the minor children's school records, educational information, and teachers, consistent with applicable law and school policies.
 - iii. Neither parent shall interrupt regular school hours to exercise parent-time with the minor children, unless mutually agreed upon by the parties.
- g. Future Disputes. The parties acknowledge that disputes may arise in the future regarding decisions affecting the parenting of their minor children. In the event the parties are unable to reach agreement after good-faith discussion, they shall first submit the dispute to mediation, with the parties sharing the cost of mediation equally unless otherwise agreed in writing. If mediation does not resolve the dispute, Jessica shall have final decision-making authority as the tie-breaker. Notwithstanding the foregoing, Eric shall retain the right to seek court intervention by filing an appropriate petition or motion for review and resolution of the disputed issue.
- h. Notice. Each parent shall immediately notify the other parent if: (a) the parent resides with an individual or provides an individual with access to the child; and (b) the parent knows that the individual: (i) is required to register as a sex offender or a kidnap offender for an offense against a child under Title 77,

Chapter 41, Sex and Kidnap Offender Registry; (ii) is required to register as a child abuse offender under Title 77, Chapter 43, Child Abuse Offender Registry; or (iii) has been convicted of: (A) a child abuse offense under Section 76-5-109, 76-5-109.2, 76-5-109.3, 76-5-114, or 76-5-208; (B) a sexual offense against a child under Title 76, Chapter 5, Part 4, Sexual Offenses; (C) an offense for kidnapping or human trafficking of a child under Title 76, Chapter 5, Part 3, Kidnapping, Trafficking, and Smuggling; (D) a sexual exploitation offense against a child under Title 76, Chapter 5b, Sexual Exploitation Act; or (E) an offense that is substantially similar to an offense set forth in sections (A) through (D).

i. Parent-Time Exchanges. Unless the parties agree otherwise in writing, the receiving parent shall be responsible for picking up the minor children to commence their parent-time. A third-party may assist the receiving parent, if the third-party is known by the parent relinquishing parent-time. If a minor child is of legal driving age and duly licensed and insured, then that child may independently transport themselves and any other minor children for purposes of parent-time exchanges.

j. Parenting Styles. The parties acknowledge that their parenting styles may differ but agree to respect each other's approach to parenting.

k. Relocation. The parties shall be bound by the notice provisions of Utah Code Ann. § 81-9-209 if either party relocates more than 150 miles from the other parent.

- l. Requested Change to Parent-Time. The parties shall provide at least 24-hour notice of any requested change to the ordered parent-time arrangements.
- m. Special Events. Special consideration should be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of a minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- n. Travel with Parent. In the event that either party travels with the minor children outside the state of Utah, then advance written notification shall be provided to the other parent setting forth following information: (i) an itinerary of travel date(s); (ii) destination(s); (iii) place(s) where the minor children or traveling parent can be reached; and (iv) the name and telephone number of an available third person who would be knowledgeable of the minor children's location. If either party intends to travel internationally with the minor children, then this information shall be provided at least 90 days before the intended departure date.
- o. Passport. If the parties maintain passports for the minor children, then: (i) they shall equally share the cost of the passports; and (ii) the passports shall remain in Jessica's possession. However, Eric shall be granted use of the passports should he travel with a minor child. Eric shall return the minor children's passports to Jessica within three (3) business days of returning to his residence.

p. Virtual Parent-Time. The parent not exercising parent-time with the minor children shall be allowed reasonable phone communication (including video chatting) with the minor children. Telephone calls shall be made during reasonable times and shall be reasonable in duration. Virtual parent-time shall supplement, but not replace, in-person parent time.

CHILD SUPPORT

15. Eric's Income. Eric is currently unemployed but shall be imputed a gross monthly income of \$1,257.00.

16. Jessica's Income. Jessica is currently employed with a gross monthly income of \$3,293.00.

17. Base Child Support. Eric's base child support obligation is \$138.00/month using the sole-physical custody worksheet. Eric's child support obligation shall commence as of July 1, 2026; and shall be due and payable in two monthly installments with one-half (1/2) due on the 5th and the 20th day of each month thereafter until the child support obligation is terminated.

18. Termination of Child Support. The child support obligation shall terminate when the minor child becomes 18 years of age or graduates from high school during the minor child's normal and expected year of graduation, whichever occurs later, or if the minor child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 80, Chapter 7, Emancipation, the base child support award is automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the

incomes of the parties as specified in that order or the worksheets, unless otherwise provided in the child support order.

19. Proof of Income. Each party shall have the right to request updated proof of the other party's income once per calendar year. Such request shall be made in writing. Within seven (7) days after receipt of the written request, the requested party shall provide complete and accurate documentation sufficient to verify his or her current gross monthly income, including, as applicable: (a) the three (3) most recent paystubs; (b) if self-employed, a current year-to-date profit and loss statement together with supporting business records reasonably necessary to verify current income; (c) documentation of bonuses, commissions, overtime, incentive compensation, or other employment-related compensation received or anticipated during the current calendar year; (d) documentation of unemployment benefits, disability benefits, retirement benefits, or any other recurring source of income; and (e) any other documentation reasonably necessary to verify the party's current gross monthly income for purposes of determining child support or alimony. The parties shall cooperate in good faith in the exchange of this information. A party's failure to timely provide the requested documentation may be considered by the Court in any subsequent proceeding to modify child support or alimony, and the Court may award appropriate relief, including attorney fees and costs, as permitted by law.

20. Income Withholding. The child support obligee shall be entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to Utah Code Ann. § 81-6-202(10)(f) and § 62A-11-101 et seq., as amended.

21. Notice. Notice is hereby provided regarding the right to modify/adjust child support:

(3)

(a) A parent, legal guardian, or the office may, at any time, petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances.

(b) A change in the child support tables is not a substantial change in circumstances for the purposes of Subsection (3)(a).

(c) For purposes of this Subsection (3)(a), a substantial change in circumstances may include:

- (i) material changes in custody;
- (ii) material changes in the relative wealth or assets of the parties;
- (iii) material changes of 30% or more in the income of a parent;
- (iv) material changes in the employment potential and ability of a parent to earn;
- (v) material changes in the medical needs of the child; or
- (vi) material changes in the legal responsibilities of either parent for the support of others.

(4) Upon receiving a petition under Subsection (3)(a), the court shall, taking into account the best interests of the child:

- (a) determine whether a substantial change has occurred;
- (b) if a substantial change has occurred, determine whether the change results in a difference of 15% or more between the obligor's ordered support amount and the obligor's support amount that would be required under the child support guidelines; and
- (c) adjust the obligor's ordered support amount to that which is provided for in the child support guidelines if:
 - (i) there is a difference of 15% or more; and
 - (ii) the difference is not of a temporary nature.

(5)

(a) If a child support order has not been issued or modified within the previous three years, a parent, legal guardian, or the office may move the court to adjust the amount of a child support order.

(b) Upon receiving a motion under Subsection (5)(a), the court shall, taking into account the best interests of the child:

- (i) determine whether there is a difference between the obligor's ordered support amount and the obligor's support amount that would be required under the child support guidelines; and

(ii) if there is a difference as described in Subsection (5)(b)(i), adjust the obligor's ordered support amount to the obligor's support amount provided in the child support guidelines if:

(A) the difference is 10% or more;

(B) the difference is not of a temporary nature; and

(C) the order adjusting the obligor's ordered support amount does not deviate from the child support guidelines.

(c) A showing of a substantial change in circumstances is not necessary for an adjustment under this Subsection (5).

HEALTH INSURANCE

22. **Policy.** The parties shall maintain health care coverage for the *medical expenses* of the minor child as that term is defined by Utah Code Ann. § 81-6-101(19).

23. **Premiums.** The parties shall equally pay the out-of-pocket cost of the premium actually paid for the minor children's portion of health and dental insurance, which portion of the premium is a per capita share of the premium actually paid. The premium expense for the minor child shall be calculated by dividing the premium amount by the number of persons covered under the policy. If a minor child is ever covered by the health insurance policies through both parents (i.e., dual coverage), each parent shall be responsible for paying the premium associated with their own policy without reimbursement from the other parent. Further, if the parent who is obligated to provide health insurance for the minor child is also the parent required to pay child support, that parent shall be entitled to deduct the portion of the health insurance premium attributable to coverage of the minor child from their child support obligation.

24. **Out-of-Pocket Expenses.** The parties shall equally pay all necessary dental, health, medical, optical, orthodontic and therapy expenses for the minor children not covered by insurance.

25. Reimbursement of Out-of-Pocket Expenses.

- a. Alternative Billing. Either party may elect to have the medical and/or dental provider bill the other parent directly for his/her one-half share of the minor children's expense as set forth in Utah Code Ann. § 15-4-6.7.
- b. Reimbursement to Party. On a regular basis, but in no event less than every thirty (30) days, the parties shall furnish to the other verification in the form of cancelled checks, statements, receipts, or invoices for all unreimbursed dental and medical expenses for the minor children. Upon receipt of this verification, the other parent shall reimburse the requesting party within thirty (30) days for all properly documented unreimbursed dental and/or medical expenses. Failure to provide verification within thirty (30) days of incurring the expense should operate as a waiver of that party's right to recover the expense.

26. Verification of Coverage. The parent providing insurance for the minor children shall provide verification of coverage to the other parent and/or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 602 et seq., upon initial enrollment of the minor children; and thereafter, on or before January 2nd of each calendar year. In addition, the parent providing insurance for the minor children shall also notify the other parent and/or the Office of Recovery Services of any change in insurance carrier, premium, and/or benefits within thirty (30) days of the date he/she first knew or should have known of the change.

27. Primary/Secondary Coverage. If, at any point in time, the minor children are covered by the health and/or dental insurance plans of both parents, the health and/or dental insurance plan of Jessica shall be primary coverage for the dependent child and the health, hospital, or dental

insurance plan of Eric shall be secondary coverage for the dependent child. If a party marries and their dependent child is not covered by their health and/or dental insurance plan but is covered by a stepparent's plan, the health and/or the dental insurance plan of the stepparent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

DAYCARE EXPENSES

28. Expense. No daycare expenses are currently anticipated given the ages of the minor children. In the event daycare expenses are incurred, each parent shall be solely responsible for any such expenses arising during that parent's respective parent-time.

EXTRACURRICULAR ACTIVITIES

29. The parties shall equally pay the cost of all extracurricular activities for the minor children to which they mutually agree upon in writing. The parties shall pay the providers directly, if possible; but if not, the party incurring the out-of-pocket expense shall submit to the other parent 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 the minor children's extracurricular activities without receiving prior consent from the other party to enroll the minor children in said activity shall be solely responsible for that expense. The minor children shall not be required to attend the extracurricular activity during the other parent's parent-time if both parents do not agree to the extracurricular activity.

CHILD TAX EXEMPTION

30. Tax Exemptions. Starting tax year 2026, the parties shall equally share the minor child tax exemptions, as follows:

a. When there are two minor children, Eric shall claim the oldest child on his tax returns and Jessica shall claim the youngest child on her tax returns.

b. When there is one minor child, Eric shall claim the minor child for odd numbered tax years, and Jessica shall claim the minor child for even numbered tax years.

31. Exception. Eric's right to claim a minor child as a tax exemption shall be dependent upon him being current on his support obligations as of December 31st of any year he is entitled to claim a minor child on his taxes. If Eric is not current, then the tax exemption shall be awarded to Jessica for that year.

REAL PROPERTY

32. Neither party currently owns, nor has any legal or equitable interest in, any real property.

PERSONAL PROPERTY

33. Vehicle.

a. Nissan. This vehicle is awarded to Jessica. Jessica shall be solely responsible for any outstanding loan balance, monthly payments, insurance, registration fees, and all other costs or liabilities associated with this vehicle, if any. Jessica shall indemnify and hold Eric harmless from any and all claims, demands, or liabilities related to this vehicle, including but not limited to the underlying debt. If Eric's name is on the loan, then Jessica shall refinance the loan within 1-year to remove Eric's obligation therefrom.

b. Ford. This vehicle is awarded to Eric. Eric shall be solely responsible for any outstanding loan balance, monthly payments, insurance, registration fees, and all other costs or liabilities associated with this vehicle, if any. Eric shall indemnify and hold Jessica harmless from any and all claims, demands, or liabilities related to this vehicle, including but not limited to the underlying debt. If Jessica's name is on the loan, then Eric shall refinance the loan within 1-year to remove Eric's obligation therefrom.

c. Buick. This vehicle is awarded to the parties' son, T.S.H. (DOB March 2009). T.S.H. (DOB March 2009) shall be solely responsible for any outstanding loan balance, monthly payments, insurance, registration fees, and all other costs or liabilities associated with this vehicle, if any.

34. Personal Property (Excluding Vehicle). Each party is awarded the personal property within their possession. If any personal property is encumbered by debt, then that debt shall be assigned to the party awarded the personal property; and that party shall indemnify and hold the other party completely harmless therefrom.

35. Inheritance / Separate Property. Jessica is the beneficiary of certain property and/or assets received, or to be received, by inheritance from her deceased parent. This inherited property, including any proceeds, appreciation, income, substitutions, or assets traceable thereto, shall be Jessica's sole and separate property, free and clear of any claim by Eric.

FINANCIAL ACCOUNTS

36. Bank/Credit Union Accounts.

- a. Joint Account. If there are any joint bank or credit union accounts, then they shall be equally divided between the parties as of May 7, 2026.
- b. Separate Account. Each party is awarded, as his or her sole and separate property, all bank or credit union accounts held solely in that party's name. Each party shall retain all right, title, and interest in and to such accounts, free and clear of any right, claim, or interest of the other party, except as otherwise expressly provided herein. Each party shall be solely responsible for any overdrafts, fees, penalties, or other obligations associated with the bank or credit union accounts awarded to that party and shall indemnify and hold the other party harmless from any liability arising therefrom.

37. Cryptocurrency. To the extent either party owns any cryptocurrency, digital assets, virtual currencies, blockchain-based holdings, or other digital financial assets (collectively, the "Digital Assets"), such Digital Assets are awarded, as that party's sole and separate property, to the party owning such Digital Assets. Each party shall retain all right, title, and interest in and to the Digital Assets awarded to him or her, free and clear of any right, claim, or interest of the other party, except as otherwise expressly provided herein. Each party shall be solely responsible for any tax liability, fees, penalties, or other obligations associated with the Digital Assets awarded to that party and shall indemnify and hold the other party harmless from any liability arising therefrom.

38. Life Insurance Policies. To the extent either party owns any life insurance policies, such policies are awarded, as that party's sole and separate property, to the party owning such policies. Each party shall retain all right, title, and interest in and to the life insurance policies awarded to

him or her, free and clear of any right, claim, or interest of the other party, except as otherwise expressly provided herein. Each party shall have the unrestricted right to designate or change beneficiaries, modify coverage, borrow against, surrender, or otherwise exercise all ownership rights with respect to the life insurance policies awarded to that party. Neither party shall have any obligation to maintain the other party as a beneficiary of any life insurance policy following entry of the Decree.

39. Investment/Retirement Accounts. To the extent either party owns any retirement accounts, pension plans, deferred compensation plans, annuities, individual retirement accounts (IRAs), 401(k) accounts, investment accounts, brokerage accounts, stocks, bonds, mutual funds, exchange-traded funds (ETFs), stock options, restricted stock units (RSUs), employee stock purchase plans (ESPPs), or other similar financial assets (collectively, the “Accounts”), such Accounts are awarded, as that party’s sole and separate property, to the party holding such Accounts. Each party shall retain all right, title, and interest in and to the Accounts awarded to him or her, free and clear of any right, claim, or interest of the other party, except as otherwise expressly provided herein. Each party shall be solely responsible for any loan, lien, tax liability, penalty, surrender charge, or other obligation associated with the Accounts awarded to that party and shall indemnify and hold the other party harmless from any liability arising therefrom.

///

///

///

DEBTS

40. Debts.

- a. Joint Debts. Neither party is aware of any joint marital debt.
- b. Separate Debts. Each party shall be solely responsible for any debts or obligations incurred solely in his or her own name and shall indemnify and hold the other party harmless from any liability arising therefrom.

ALIMONY

41. Neither party shall pay alimony, spousal support, or separate maintenance to the other, and each party shall be solely responsible for his or her own support and maintenance. The parties acknowledge that this waiver is knowing, voluntary, and intended to be full, final, and non-modifiable. Each party understands and agrees that this waiver shall remain effective notwithstanding any future change in circumstances, including, without limitation, any change in income, employment, health, or financial condition.

MUTUAL RESTRAINTS

42. The parties shall be mutually restrained from attempting, committing, or threatening any form of abusive behavior or actions, including but not limited to physical threats of violence, whether directed toward either party, their respective families, or their friends. This includes any acts or threats of harm, intimidation, harassment, or any other conduct that may cause fear or distress to the other party or their loved ones.

43. The parties shall be mutually restrained from saying or doing anything that would tend to diminish the love and affection of the minor children for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the minor children about the issues in this matter, or from attempting to influence the minor children's preference regarding custody and/or visitation.

As used in this paragraph, the terms “demeaning” and “disparaging” mean to say anything ill of the other parent whether he/she believes it to be true or not.

44. The parties shall be mutually restrained from alienating the minor children from the other parent or the other parent’s extended family.

45. The parties shall be mutually restrained from using the minor children as a courier of information between themselves.

46. The parties shall be mutually restrained from entering the residence, workplace or vehicle of the other party without first obtaining the consent of the other party.

47. The parties shall be mutually restrained from permitting third parties to engage in any actions that they themselves are prohibited from undertaking herein. Each party shall have an affirmative duty to take reasonable and proactive measures to prevent third parties from violating any terms or provisions set forth herein, or they shall remove the minor children from such circumstances.

ATTORNEY’S FEES AND COSTS

48. Each party shall be responsible for his or her own attorney’s fees and costs.

MISCELLANEOUS PROVISIONS

49. Name Change. If desired, Jessica may be restored to the use of her maiden name—Jessica Bowman.

50. Business. To the extent either party owns an interest in any corporation, limited liability company, partnership, sole proprietorship, professional practice, or other business entity, including any related business bank accounts, tools, equipment, inventory, accounts receivable, work-in-progress, contracts, goodwill, intellectual property, trade names, logos, domain names,

websites, and other business assets associated therewith (collectively, the “Business Interests”), such Business Interests are awarded, as that party’s sole and separate property, to the party holding such ownership interest. Each party shall retain all right, title, and interest in and to the Business Interests awarded to him or her, free and clear of any right, claim, or interest of the other party, except as otherwise expressly provided herein. Each party shall be solely responsible for any debts, liabilities, obligations, or other commitments associated with the Business Interests awarded to that party and shall indemnify and hold the other party harmless from any liability arising therefrom.

51. Estate Planning Documents. To the extent either party has executed any estate planning documents, including, without limitation, wills, trusts, powers of attorney, advance health care directives, beneficiary designations, or other related instruments (collectively, the “Estate Planning Documents”), that party shall be solely responsible for reviewing, revising, revoking, or replacing such Estate Planning Documents to reflect his or her post-divorce intentions. Each party acknowledges that neither this Agreement nor the Decree shall serve as a substitute for updating his or her Estate Planning Documents.

52. Execution of Documents. The parties shall sign and fully execute whatever documents are necessary to implement the provisions set forth in the Decree.

///

///

///

///

///

///

53. Certified Copy. The parties shall provide a certified copy of the final Decree of Divorce, and any modifications thereto, to all creditors as set forth in Utah Code Ann. § 81-4-204(1)(e) and Utah Code Ann. § 15-4-6.5 and to effectuate compliance with these statutes.

****END OF ORDER****

****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:

/s/ Jessica Hatch (signed by Dale Ellsworth with permission granted on 08/04/26)

JESSICA HATCH

Petitioner

/s/ Eric Hatch (signed by Dale Ellsworth with permission granted on 08/11/26)

ERIC HATCH

Respondent