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IN THE FOURTH JUDICIAL DISTRICT COURT- HEBER CITY
IN AND FOR WASATCH COUNTY, STATE OF UTAH

In the matter of the marriage of: JERIKA LOWRY, Petitioner, and JORDAN LOWRY, Respondent.	DECREE OF DIVORCE AND PARENTING PLAN Civil No. 264500067 Judge Jennifer A. Mabey
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The above-entitled matter came before the court on Petitioner, Jerika Lowry (hereinafter, “Jerika”), and Respondent, Jordan Lowry (hereinafter, “Jordan”), signed Stipulation and Settlement Agreement for Divorce, which has been filed with the Court and resolves all issues. The Court, having entered its Findings of Fact and Conclusions of Law, now orders:

DECREE OF DIVORCE

The parties are hereby awarded a Decree of Divorce from one another on the grounds of irreconcilable differences and their marriage is hereby dissolved as of the date this Decree is signed.

Jurisdiction

1. The parties are bona fide residents of Wasatch County, State of Utah, and have been for more than 90 days immediately preceding the commencement of this action.
2. The parties were married on June 15, 2013 in American Fork, Utah County, State of Utah.
3. The parties shall be considered separated as of October 9, 2024.

Grounds

4. During the course of the relationship, the parties have experienced difficulties that cannot be reconciled that have prevented the parties from continuing a viable marriage relationship.
5. The parties shall be awarded a Decree of Divorce on the grounds of irreconcilable differences to be entered immediately upon the entry of the Decree of Divorce.

Children

6. There have been two (2) children born during the course of the parties' marriage, to wit:

G.M.L., born 02/24/2015, and G.J.L., born 03/09/2020.

The Uniform Child Custody Jurisdiction & Enforcement Act

7. Pursuant to Utah Code Ann. § 81-11-209, said minor children currently reside with Jerika at 626 Mill Road, Apt. B, Heber City, Utah 84032, and have resided there since May 2023. The minor children lived with both parents at 11365 North 5630 West, Highland, UT from July 2022 until May 2023.

8. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. § 81-11-201 et seq. in that: Utah was the home state of the minor children at the time of commencement of this proceeding.

Other Cases

9. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, the parties have not participated, as a party or witness in any other capacity, in any other proceeding concerning the custody of or visitation/parent-time with the children.

10. The parties do not know of any person, not a party to these proceedings, who has physical custody of the children or who claims rights of legal custody or physical custody of, or visitation with, the children.

11. The parties are not aware of any other proceedings filed in a court of law or governmental agency, concerning the parties or the children (including, without limitation, cases involving child custody, child support, parent-time, criminal charges, delinquency, or a protective order)

12. Neither party is not receiving public assistance.

13. Neither party is involved in active military service.

Legal Custody

14. The parties shall be awarded joint legal custody of the minor children.

15. **Dispute Resolution:** If the parties cannot agree on a legal decision pertaining to the children they shall first discuss the matter in an effort to reach an agreement. If the parties still cannot agree, they shall then consult with professionals in the area of disagreement and defer to their recommendations.

For example, if the parties disagree over braces, the parties would consult with an orthodontist. If there isn't a professional involved, then Jerika shall have interim final say subject to Jordan's objection being made within 3 days from when the notice of the final decision is presented by Jerika. If Jordan does not object within 3 days, Jerika's decision will stand. If Jordan objects, the parties will work to schedule mediation within (not necessarily to occur) 14 days. The parties shall equally split the cost of mediation. If they still disagree after mediation, either party may submit the dispute to the Court for review.

16. Therapy: The children will remain in therapy and will continue to follow the therapist's recommendations regarding therapy and continued treatment.

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

18. Regardless of the allocation of decision-making, either parent may make emergency decisions affecting the health or safety of the children when the children are with that parent. A parent who makes an emergency decision shall share the decision with the other parent immediately or as soon as reasonably possible and by any means possible i.e. phone, call, email.

19. The parties shall notify one another of any illness that a child has while in their home for parenting time. 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.

20. Both parents shall be listed as the minor children's parents on all school

records, registered forms, medical records, and any other documents with legal importance or other significance.

21. Both parents shall have access to medical records, school records, court records, and any other information or records concerning their children.

22. Neither parent shall make major changes in the children's physical appearance without first working out an agreement with the other parent to do so. This shall extend to cosmetic surgery, ear piercings, tattoos, etc.

Physical Custody & Parenting Plan

23. The parties shall share joint physical custody as follows:

24. During the school year, defined as 7 days before school begins to the day school lets out, the parties will share a 6/8 parent-time schedule as displayed below:

Sun	Mon	Tue	Wed	Thur	Fri	Sat
Mom	Dad	Dad	Mom	Mom	Dad	Dad
Dad	Dad	Mom	Mom	Mom	Mom	Mom
Mom	Dad	Dad	Mom	Mom	Dad	Dad
Dad	Dad	Mom	Mom	Mom	Mom	Mom

25. During the summer, defined as the day after school lets out until 8 days before school begins, the parties will share parent-time on a 50/50 basis. The parent-time schedule shall be as the parties agree. If the parties don't agree, the schedule shall be shared on a 2-2-5 schedule with Dad having Mondays and Tuesdays and Mom having Wednesdays and Thursdays.

26. Extended Parent-Time: The parties shall also have extended parent-time during the children's summer break, when school is not in session, as follows:

a. Jordan shall be entitled to two weeks of extended parent-time:

c. Unless otherwise agreed to in writing by the parties, the minor children shall not go more than seven (7) consecutive days without having the opportunity to have parent-time with the other parent.

28. Jerika shall provide notice of her elected summer parent-time on or before April 1st in even years. Jordan shall provide notice of his elected summer parent-time on April 15th in even years.

30. In the event that both parents fail to provide notice of their elected summer parent-time, the first parent to provide notice may determine the summer schedule for the other parent.

32. Holiday Parent-Time Schedule: In the event the parties cannot agree to a holiday parent-time schedule, they shall use the parent-time schedule

as outlined below:

Dad	Mom	Holiday and Time
Even	Odd	Martin Luther King Jr. Holiday The holiday begins on Friday at 9am if school is not in session and the parent can be with the child, the time that school is regularly dismissed, or at 6pm at the election of the parent granted the holiday. The holiday ends with the exercising parent dropping the child(ren) off for school at the regular time school is scheduled to resume.
Odd	Even	President's Day The holiday begins on Friday at 9am if school is not in session and the parent can be with the child, the time that school is regularly dismissed, or at 6pm at the election of the parent granted the holiday. The holiday ends with the exercising parent dropping the child(ren) off for school at the regular time school is scheduled to resume.
Even	Odd	Spring Break The holiday begins at 6pm on the day that school dismissed for spring break. The holiday ends with the exercising parent dropping the child(ren) off for school at the regular time school is scheduled to resume.
Even	Odd	Memorial Day The holiday begins on Friday at 9am if school is not in session and the parent can be with the child, the time school is regularly dismissed, or 6pm at the election of the parent granted the holiday. The holiday ends with the exercising parent dropping the child(ren) off for school at the regular time school is scheduled to resume.
Odd	Even	July 4th The holiday begins on July 3 rd at 6pm. The holiday ends on July 5 th at 6pm.
Even	Odd	July 24th The holiday begins on July 23 rd at 6pm. The holiday ends on July 25 th at 6pm.
Odd	Even	Labor Day The holiday begins on Friday at 9am if school is not in session and the parent can be with the child, the time that school is regularly dismissed, or at 6pm at the election of the parent granted the holiday. The holiday ends with the exercising parent dropping the child(ren) off for school at the regular time school is scheduled to resume or if school is not in session at 6pm the morning following the holiday.
Odd	Even	Fall Break The holiday begins at 6pm on the day school is dismissed for fall break. The holiday ends with the exercising parent dropping the child(ren) off for school at the regular time school is scheduled to resume.
Even	Odd	Halloween The holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community at the time that school is dismissed or at 4pm if there is no school. The holiday ends with the exercising parent dropping the child(ren) off for school at the regular time school is scheduled to resume.
Even	Odd	Thanksgiving The holiday begins on Wednesday at 6pm or the time

		school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. The holiday ends with the exercising parent dropping the child(ren) off for school at the regular time school is scheduled to resume.
Odd	Even	First Half of Christmas Vacation, including Christmas Eve and Christmas Day The holiday begins at 6pm on the day that school dismisses for winter break or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. The holiday ends on December 27 th at 7pm.
Even	Odd	Second Half of Christmas Vacation The holiday begins on December 27 th at 7pm. The holiday ends with the exercising parent dropping the child(ren) off for school at the regular time school is scheduled to resume.
Even	Odd	The day after child's birthday The holiday begins at 3pm on the day after the child's birthday. The holiday ends at 3pm on the following day. A parent exercising parent-time for the child(ren)'s birthday may bring other siblings along for the child(ren)'s birthday.
Odd	Even	Child's actual birthday The holiday begins at 3pm on the child's birthday. The holiday ends at 3pm on the following day. A parent exercising parent-time for the child(ren)'s birthday may bring other siblings along for the child(ren)'s birthday.
All		Father's Day The holiday begins on the Friday before Father's Day at 9am. The holiday ends on the day after Father's day at 9am.
	All	Mother's Day The holiday begins on the Friday before Mother's Day at 9am. The holiday ends on the day after Mother's Day at 9am.

33. Changes may not be made to the parent-time schedule as stated above, except if the parties agree in writing to a deviation or in the event a conflict arises with the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

- a. The holiday schedule for Mother's Day or Father's Day;
- b. The holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the children away from that parent's residence during the uninterrupted extended parent-time;

- c. The holiday schedule for parents' birthdays;
- d. The holiday schedule for any holiday that is not Father's Day, Mother's Day, or the children's birthday;
- e. Extended summer parent-time; and
- f. The schedule for weekday or weekend parent-time.

34. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

35. If the children's school schedules vary for the purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are dismissed for the holiday and ending the evening before any children returns to school.

36. A stepparent, grandparent, or other responsible adult designated by the noncustodial parent, except for Russell Lowry and Ryker Durfey, may pick up the children for parent-time if the custodial parent is aware of the identity of the individual, and the noncustodial parent will be with the children by 7pm.

- a. Notice of the third party must be provided to the other parent within 24 hours prior to the pickup occurring.

37. Right of First Refusal: Each parent shall have the first option to provide care for the children over any other third party if the parent responsible for the children is not available for an overnight (defined as 9pm-6am) during their

custodial time and the other parent is personally available and willing to provide the care and transportation.

- a. Direct parental care is preferred and presumed to be better for the children over surrogate care.
- b. If surrogate care is needed the parties shall use free or low cost care is preferred.
- c. If paid child care is needed after exhausting the options above, they will follow the child care provisions outlined herein.

38. Transportation of Children: Exchanges shall occur as agreed upon by the parties or as follows:

- a. The parties shall utilize school-to-school exchanges when possible. If school is not in session for that day, the parent beginning their parent-time will provide transportation from the other parent's home at 9am.
- b. The parties shall cooperate and be flexible in the pick-up and delivery and be mindful of the importance of promptness.

39. Out-of-State Travel/Vacation: If either party desires to take the minor children out of the State of Utah overnight, he or she shall inform the other party 14 days in advance, unless it is an emergency i.e. a family death, and 30 days in advance for all international travel and provide the other party with the following information:

- a. An itinerary of travel dates;
- b. Destinations;

- c. Places where the children or traveling parent can be reached; and
- d. The name and telephone number of an available third person who is traveling with the children or would be knowledgeable of the children's location.

40. The minor children's passports, birth certificates, and social security cards shall remain in Jerika's possession while not in use. Jordan shall be provided access to the children's passports within 24 hours of a reasonable request. Jordan shall return the passports to Jerika within 24 hours after the need concluded (e.g., within 24 hours after returning from vacation). Jerika shall provide Jordan with copies of the children's birth certificates and Social Security cards within 24 hours of a reasonable request. If either parent loses, misplaces, or damages any of these documents while in their possession, that parent shall be solely responsible for obtaining replacement copies at their own expense.

41. Education Plan: The children will remain in the Wasatch School District and will continue their feeder schools. Currently, their oldest daughter is in the Timpanogos Middle School, and their youngest daughter will be attending J.R. Smith Elementary School.

42. Education Expenses: In addition to any child support obligation, both parties shall be equally responsible for any and all of a child's educational-related expenses. Said expenses include, but are not limited to, enrollment fees, school supplies, tutoring-related expenses, field trip expenses, and any school-related activities.

a. The party incurring the expense shall provide the receipt to the other party within 30 days of paying the expense. If the receipt is not timely provided, the party incurring the expense may forego the right to recover the expense.

b. The other party shall have 30 days from the date of receiving the receipt, shall reimburse the other party within 30 days.

43. Car Insurance and Expenses: When the children are able to legally drive, the parties shall discuss who shall be responsible for obtaining car insurance for the minor children and both parties shall split the cost for any and all fees associated with the children's car (1 car/per child) insurance equally. The parties shall further equally share all reasonable expenses related to the minor children's use of a vehicle, including but not limited to fuel, maintenance, and repairs, unless otherwise agreed in writing.

a. The party incurring the expense shall provide the receipt to the other party within 30 days of paying the expense. If the receipt is not timely provided, the party incurring the expense may forego the right to recover the expense.

b. The other party shall have 30 days from the date of receiving the receipt, shall reimburse the other party within 30 days.

44. Cell Phones: When the children are at an appropriate age to possess a cell phone, the parties shall discuss who shall place the children on a family phone plan, and the parties shall split all reasonable costs regarding the children's cell

phones equally.

- a. Upon such agreement, both parties shall have authority to establish appropriate parental controls and shall have access to monitor the child's usage of the device.
- b. The party incurring the expense shall provide the receipt to the other party within 30 days of paying the expense. If the receipt is not timely provided, the party incurring the expense may forego the right to recover the expense.
- c. The other party shall have 30 days from the date of receiving the receipt, shall reimburse the other party within 30 days.

45. Relocation: If either of the parties intends to relocate, the relocating parent shall give the other 60 days' notice along with his/her new contact information. If the move is more than approximately 30 miles away from the moving parent's location, then each party shall submit a proposed amended Parenting Plan to take into account the proposed relocation. If the parties are unable to reach agreement, they shall resolve disputes pursuant to the dispute resolution process outlined herein.

46. Extracurricular Activities and Sports: The parties shall encourage and support the children's participation in extracurricular activities and sports.

- a. The parties shall split the cost of any activities that is agreed upon in writing between the parties. Any additional gear, costumes, uniforms, etc. shall be discussed between the parties prior to purchase.

If the gear, costumes, uniforms, etc. are not agreed upon, the party who wants to obtain the items will pay for the full cost of the gear, costumes, uniforms, etc.

b. The party incurring the expense shall provide the receipt to the other party within 30 days of paying the expense. If the receipt is not timely provided, the party incurring the expense may forego the right to recover the expense.

c. The other party shall have 30 days from the date of receiving the receipt, shall reimburse the other party within 30 days.

d. The parties shall not purposefully try to supplant parent-time with activities.

e. The parties shall attempt to allow participation in activities that the children express a desire to participate in.

f. The parties shall facilitate participation in scheduled extracurricular activities but a parent is not required to take the child to the activity on their time.

47. 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. Both parties shall refrain from involving the children in "divorce issues." Such issues include, but are not be limited to: parent-time disagreements; discussions 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); involving the children as “messengers” between the parties.

48. Restraints Regarding Firearms: The parties shall ensure that the children are not allowed access to firearms without appropriate supervision. The parties shall ensure that all firearms in the parties’ residences are secured in a safe and not accessible to the children.

49. Special Considerations:

a. The parents 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 parents shall be entitled to attend and participate fully. However, if a parent can reasonably obtain this information through public sources such as the school district calendar, they shall be responsible for receiving their own notice of the above events.

b. Both parents shall be allowed to access the children at school and shall be able to check the children out of school for any appropriate reason during their parent-time.

c. Communication/Exchange of Information: The children shall not be requested to carry messages between the parents.

The parties shall communicate with each other via text or email,

and by telephone when necessary. 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. Information relating to the children shall be provided to the other parent as soon as it is practical.

d. Differences in Parenting Styles: It is probable that differences in parenting styles have and will occur. To that extent, the parties shall focus their attention on conversations on the children rather than each other and encourage the children to understand that differences occur and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parents' right to establish an independent life with the children as long as it is not detrimental.

e. Consistency in Raising Children: There will undoubtedly be inconsistencies in the way each creates ground rules and imposes discipline on the children. In an effort to maintain some consistency and standards for discipline, the parties shall attempt to adopt behavior rules that shall apply in both homes, which shall include bedtime, homework, types of movies and video games, frequency of TV, and computer time. Shall the children complain about a particular parent's rules for the children, then the explanation shall be that it must be resolved with the other parent so that the parents do not become allies

with the children in that regard. If it is perceived by one party that the discipline of the other is inappropriate, the discussion shall be had with the other parent without communicating through the children.

f. Restricted Persons: Neither party shall allow the minor children, either jointly or separately, to be in the presence of, associate with, or have any contact, direct or indirect, with Ryker Durfey or any other restricted person. The children shall not be in the presence of these individuals under any circumstances, including during extended family gatherings or events. If any such individual is present at a location or event attended by the minor children, the parent present shall immediately remove the child(ren) if the individual does not leave. Each parent shall promptly notify the other if a child encounters, observes, or is present at any location where such individual is or was present.

g. The parties children will not be left alone with Russell Lowry. If Russell is present where the minor children are, Jordan will ensure he has a line of sight on both children at all times (except when they are sleeping, using the bathroom, changing, showering). This means if the children run off to play, Jordan will follow regardless of whether Russell goes with them. The children will not sleep in the same dwelling as Russell.

h. The parties shall act in the minor children's best interests at all times, including monitoring any emotional or behavioral changes when a third party is present. Each party shall remain attentive to whether the

minor children appear uncomfortable with any third-party during parent-time. If a party observes that a minor child is uncomfortable, that party shall promptly require the third party to leave or, if necessary, immediately remove the minor child(ren) from the situation.

i. Maintaining Contact When Children are With the Other Parent:

Regardless of which parent the children are with at any given time, each parent shall make an effort to have the children contact the other parent as frequently as is reasonably requested or as desired by the children.

j. Each parent shall provide the other with their current address and telephone number within 24 hours of any change.

k. Neither party shall encourage or permit the minor children to refer to any third party as “mom,” “mother,” “mommy,” “dad,” “father,” “daddy,” or any other similar parental title or variation thereof.

l. The parties shall discuss with one another any situation with a child in which significant discipline was used. The parties shall not use any form of physical discipline or discipline method that inflicts pain or discomfort upon the children. Further, they shall consult with one another if they experience problems with discipline and try to create consistency with house rules and discipline techniques used. They shall consult with a mental health professional or counselor together if they are unable to resolve behavioral issues involving a child.

m. Both parties shall refrain from using illegal or un-prescribed drugs and from

becoming intoxicated while the children are in their care. “Intoxicated” shall be defined as drinking more than two mixed drinks, or three beers, in a four-hour period.

n. Both parties shall refrain from taking the children around other individuals who are using drugs or excessive alcohol, or around any place where drugs are being used, or are common.

o. The parties shall not smoke in the presence of the children or allow others to do so. The parties shall not smoke at all in any vehicle in which a child rides.

p. The minor children shall not sleep in the same bedroom as, nor undress in the presence of, any person of the opposite sex over the age of five (5), unless that person is the child’s biological parent or legal guardian.

q. The parties shall further ensure that the minor children wear appropriate safety helmets at all times while riding bicycles, electric bicycles, scooters, or all-terrain vehicles, including while camping or engaging in similar recreational activities.

50. Violation of Parenting Plan:

a. If either parent fails to comply with a provision of this parenting plan, the other parent’s obligations under the parenting plan or final divorce decree shall not be affected.

b. If either party violates any terms of the Parenting Plan, once

approved by the Court and, shall court action become necessary, the violating party shall pay attorney's fees necessary to enforce this plan.

Health Insurance

51. Medical/Dental Expenses: The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with Utah Code Ann. §81-6-208. Each party shall share equally the out-of-pocket costs of the premium actually paid by a party 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 covered in the instant case.

52. Jordan shall continue to provide health care coverage for the medical expenses of their dependent children, as defined by Utah Code Ann. § 81-6-101, until or unless Jordan is no longer able to provide coverage or Jerika is able to obtain comparable coverage.

53. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Jordan shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Jerika shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental

insurance plan but are covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent 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 children.

54. Both parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties.

55. The parent who is maintaining health care/insurance coverage shall provide verification of coverage to the other parent and/or to the Office of Recovery Services, under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2nd of each calendar year. The parent carrying insurance coverage shall notify the other parent and/or the Office of Recovery Services of any change of healthcare/ insurance coverage, the cost of the premium, or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

56. Unless and until verification is provided to the Office of Recovery Services, no credit shall be given by ORS.

57. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

58. A parent incurring medical expenses may be denied the right to receive

credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with this section.

59. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

60. In the event that each party carries insurance, each party shall be responsible for their own premium.

61. The parties shall use 'in-network' providers prior to incurring the cost of 'out-of-network' providers.

62. Pursuant to Utah Code Ann. §15-4-6.7, the parties may elect that medical/dental and school expenses be created in separate accounts.

Childcare Expenses

63. Pursuant to Utah Code Ann. § 81-6-209, both parties shall equally share the reasonable work-related childcare expenses. Free or no cost childcare is preferred. All childcare shall be discussed between the parties prior to utilizing that service for the first time.

64. Both parties shall begin paying his or her share of childcare expenses directly to the provider on a monthly basis immediately upon presentation of proof of the childcare expense.

65. The parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider, and thereafter on the request of the other parent. The

parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

66. If a parent assumes the full cost of childcare, he/she shall provide written verification of the cost and payment of childcare expenses to the other parent within 30 days of payment. The parent to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Debts & Obligations

67. The parties shall assume any and all debts in their sole name that were accumulated both during the marriage and after separation, including but not limited to credit cards, lines of credit, and loans.

68. Neither party is aware of any joint debt.

69. Jordan shall indemnify, assume, and hold Jerika harmless from liability on any and all of his student loans.

70. Both parties shall assume and pay and hold the other harmless from liability on all debts and obligations incurred after their separation date, October 9, 2024, including but not limited to credit cards, lines of credit, and loans.

71. Pursuant to Utah Code Ann. § 81-4-406(3), the parties shall notify respective

creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses and refinance any debt that is in the other party's name into solely their name within 60 days.

Provisions Relating to Financial Assets

72. During the course of the marriage, the parties acquired joint financial assets, including, but not limited to, joint checking, savings, and investment accounts.

The financial assets acquired during the parties' marriage shall be equally divided between the parties within 7 days of this agreement being signed. Once the money has been distributed, the parties shall immediately close the accounts.

73. Neither party shall remove additional money from the account. The account division shall be balanced as of the date the Stipulation is signed by the parties.

74. All separate financial assets acquired after the parties' separation date shall be awarded to the party whose name appears on the account.

75. The parties shall keep their own life insurance free and clear of any claim by the other.

Retirement Accounts, Pensions, & Related Assets

76. Any pension and/or profit-sharing plans, life insurance policies, or other retirement

benefits acquired during the course of the parties' marriage shall be divided equally between the parties. The parties shall equally pay the fees required to prepare any Qualified Domestic Relations Order(s) ("QDRO") necessary for effectuating the division of said assets. Specifically,

- a. Jerika will keep the Fidelity Investment CD ending 9652.

- b. Jordan will keep the Voya Retirement ending 4239.
- c. Jordan will transfer ½ of the difference between the two accounts as of the date of the stipulation. Jordan shall initiate the transfer by August 8, 2026.

Vehicles

77. During the course of the marriage, the parties acquired certain vehicles, which shall be awarded as follows:

- a. Jerika shall be awarded the 2022 Honda CRV EX, free and clear of any claim by Jordan. Jerika shall indemnify, assume, and hold Jordan harmless from any and all liability associated with this vehicle.
- b. Jordan shall be awarded the 2023 Toyota Tacoma, free and clear of any claim by Jerika. Jordan shall indemnify, assume, and hold Jerika harmless from any and all liability associated with this vehicle.

78. The parties shall complete any necessary transfer document(s) as needed to transfer any vehicle titles and/or registration as needed by August 8, 2026.

79. Neither car is financed.

Personal Property

80. The parties already divided their personal property. Neither party has a claim to personal property.

81. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

82. The parties' dog shall be awarded to Jerika. Jerika will pay for all costs

associated with the dog.

Real Property

83. During the marriage, the parties did not acquire any interest in real property.

Child Support

84. Jerika is capable of earning a gross monthly income of approximately \$1,884.05.

85. Jordan is currently self-employed and owns Lowry Performance and Recovery. Jordan is capable of earning a gross monthly income of \$7,245.

86. Pursuant to Utah Code Ann. § 81-6-202, and according to the parties' incomes and the Uniform Child Support Guidelines, using a joint custody worksheet, Jordan shall be ordered to pay \$739 per month for the support of the parties' minor children. However, child support will be included in the combined support payment as stated below.

87. Child support for G.M.L. terminates at the time (a) G.M.L. becomes 18 years of age or has graduated from high school during G.M.L.'s normal and expected year of graduation, whichever occurs later, or (b) G.M.L. dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. § 81-6-213 et. seq.

88. Child support for G.J.L. terminates at the time (a) G.J.L. becomes 18 years of age or has graduated from high school during G.J.L.'s normal and expected year of graduation, whichever occurs later, or (b) G.J.L. dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance

with Utah Code Ann. § 81-6-213 et. Seq.

89. On or before the first (1st) of each calendar month, Jordan shall pay the monthly child support amount directly to Jerika by depositing the full said amount into a bank account maintained by Jerika.

90. At the time a child is no longer eligible to receive child support, the child support amount for the remaining child who is eligible to receive support shall be automatically adjusted to reflect the base child support obligation shown in the table for that number of children. This shall be done by using the appropriate calculation and worksheet pursuant to Utah Code Ann. § 81-6-202 et. seq. The child support for the remaining child shall not be reduced by a per child amount; that is, the obligor parent may not divide the base child support award by the number of children and subtract that amount from the prior child support obligation.

91. Both parents shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. § 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, until such time as the non-custodial parent no longer owes child support or the Office of Recovery Services gives notice that payments shall be sent elsewhere. Should mandatory income withholding be

implemented by the Office of Recovery Services, child support shall be due on the first day of each month and shall be deemed delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the parent who commences income withholding.

Alimony

92. Jerika is in need of financial support as she is unable to support herself without additional support.

93. Jerika stayed at home enabling Jordan to expand and grow his successful career.

94. Jerika has diminished workplace experience as she primarily cared for the parties' minor children.

95. Jordan has the ability to provide support to Jerika.

96. Jordan has been the financial provider during their entire relationship.

97. Pursuant to Utah Code Ann. § 81-4-502, Jerika shall be awarded alimony for 6.5 years as stated below in the property settlement section.

98. Alimony shall automatically terminate upon the remarriage of the spouse receiving alimony, or by the establishment by the paying spouse that the receiving spouse is cohabitating romantically with another person.

99. Combined Support. Given the child support and alimony sections above, Jordan shall pay Jerika combined monthly support (child support and alimony) of \$2,000 per month for 6.5 years beginning August 1, 2026. Jordan will pay the \$2,000 on or before the 5th of every month and will continue to pay Jerika

consecutively for the next 6.5 years. Jordan will not pay less than the \$2,000 during the 6.5 year period unless alimony is terminated pursuant to Statute.

100. Following the 6.5 year period, Jordan will then resume paying monthly child support pursuant to the terms herein unless otherwise modified by the Court.

Business Interests

101. The parties have acquired businesses and/or interest in businesses during the marriage, including, but not limited to, Lowry Performance and Recovery LLC.

102. Jordan shall equally divide the business bank account ending 3140 valued as of the date this Stipulation is signed by both parties. The current balance is: \$36,917.66 checking and \$80.00 in savings.

103. Neither party shall pull any additional money out of the account.

104. The account shall be equally divided and Jerika will remove her name within 7 days of the date this agreement is signed.

105. Once the account is divided Jerika relinquishes equity interest in the business.

106. Jordan shall indemnify, assume, and hold Jerika harmless from any and all liabilities associated with the business both now and forever.

Taxes

107. The parties shall file joint taxes for 2025 using a mutually agreed-upon CPA within 7 days of the date this agreement is signed. Jordan shall be

responsible for the entire cost of the CPA and any liabilities/obligations. The parties shall equally split any returns.

108. To the extent the parties are able, beginning in 2026, the parties shall file taxes separately.

109. The parties shall each claim one minor child their taxes. Jerika shall be allowed to claim G.J.L. and Jordan shall be allowed to claim G.M.L.

110. When there is one (1) minor child eligible to claim as a dependent, the parties shall rotate claiming the minor child on their taxes. Jerika shall be entitled to claim the minor child in even years. Jordan shall be entitled to claim the minor child in odd years.

111. Both parties shall execute any necessary tax forms to enable either party to claim said child tax credit(s).

112. Jordan's claim of the minor children as dependents/child tax credits shall be conditioned upon his being current, as of December 31 of each tax year, on all child support and all other financial obligations set forth herein.

Personal Conduct

113. Both parties shall be permanently restrained from bothering, harassing, annoying, threatening, or harming each other at either party's place of residence, employment, or any other place.

114. Neither party shall go to, enter upon, or loiter at the other party's place of employment.

115. Both parties are ordered to attempt to be civil and respectful in their communications with one another.

116. Both parties shall be restrained from making false allegations regarding the other party to professional licensing agencies, to DCFS, to police, Facebook, or other social networking sites, or otherwise in any public forum.

Attorney's Fees

117. Each party shall pay their own respective attorney's fees and costs.

Other

118. Jerika shall be entitled to restore her maiden name of "Durfey" if she so desires.

119. Utah Law: This document shall be governed by Utah law in all respects.

120. Each party shall be ordered to execute and deliver to the other such documents as required to implement the provisions of the final Decree of Divorce entered by the Court.

COURT SIGNATURE AND SEAL AT TOP OF FIRST PAGE OF DOCUMENT

Approved as to form by:

/s/ _____

Wade Taylor

Attorney for Respondent

(Emailed to opposing counsel on 8.14.26 with no response)

RULE 7(j) NOTICE

Pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure a true and correct copy of the foregoing proposed *Decree of Divorce and Parenting Plan* was provided on the 14th day of August 2026 to Wade Taylor, Counsel for Respondent, Jordan Lowry, in this matter. Notice of objections to this Order must be submitted to the Court and counsel within seven (7) days after service. Should no objections to this Order be submitted to the Court and counsel within seven days after service, this Order should be presented to the Court for entry and signature.

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served, via email and electronic filing notice, a true and correct copy of the foregoing *Decree of Divorce and Parenting Plan* on this 14th day of August 2026, to the following:

Wade Taylor
Attorney for Respondent

/s/ Jennifer Schultz