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

IN THE MATTER OF THE MARRIAGE OF	
APRIL ANN DERR,	DECREE OF DIVORCE Case Number: 264400862 Judge: Anthony Howell Commissioner: Dustin Hardy
Petitioner,	
And	
MATTHEW JOHN DERR,	
Respondent.	

The above-entitled matter has been presented to the Court. Petitioner is represented by Paralegal Practitioner Jill Bohn. Respondent is represented by attorney John Larsen. Upon the Stipulation and Findings of Fact and Conclusions of Law, the court therefore enters this Decree of Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby:

ORDERED, ADJUDGED AND DECREED:

JURISDICTION AND VENUE

1. Residency: The Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.

2. Marriage Statistics: The parties were married on June 26, 2009, in Newport Beach, California, United States and are presently married.

3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. Child. The parties have the following child.

Name	Date of Birth
J.W.D.	June 2012

PARENTING PLAN

5. Custody/Parent time. The parties are awarded joint physical and legal custody of their minor child with Mother being designated as the primary and residential parent. Parent-time with the child shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1					DAD	DAD	DAD
Week 2					MOM	MOM	MOM

- a. The Father's alternating weekend shall extend Friday after school (or 9 a.m. if school is not in session) until Monday morning with the exchange at school (or 9 a.m. when school is not in session.)

- b. The Father shall have two flexible midweeks every week dependent upon his work schedule from after school until 8:30 p.m. Father shall give Mother his work schedule within 48 hours of receipt to determine the midweeks.
- c. The Father shall receive up to four weeks when school is not in session at the option of the Father, including weekends normally exercised by the Mother, but not holidays; two weeks shall be uninterrupted time for the Father; and the remaining two weeks shall be subject to parent-time for the Mother for weekday parent-time on Wednesday from 9 a.m. until 8:30 p.m. but not weekends, except for a holiday to be exercised by the other parent. The Mother shall also have two uninterrupted weeks in the summer.

6. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the child by May 1 each year for first option parent and May 15 for second option parent. The Father shall have first choice of extended time in odd numbered years and the Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

7. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code §81-9-303 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with the exchange at school

Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	Juneteenth: (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) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.
Mother	Father	July 4th 9 a.m. the day before holiday to the day after at 5:30 p.m.
Father	Mother	July 24th 9 a.m. the day before holiday to the day after at 5:30 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	First Half of Winter Break, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 8:30 p.m.
Father	Mother	Second Half of Winter Break , beginning December 27 at 8:30 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The day before or after child's birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 9 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with the exchange at school

8. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the child's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree

regarding the child, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the parties will mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

a. Medical.

- i. The parties will continue to use their current pediatrician as the pediatrician for the child and specialists that their pediatrician recommend, when needed. The parents shall make decisions mutually regarding the child's medical care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending doctor.
- ii. Emergency and sick care shall be attended to by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes of scheduling for emergency or same day care. The parent shall notify the other parent within 24 hours of scheduling for any regular medical or dental appointment so that each party may be able to attend the appointment if possible.

- b. Separate Accounts. According to Utah Code §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

- c. Educational Plan. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.
 - d. Religion: The child's ordinations into the Church of Jesus Christ of Latter-day Saints and all other ordinances will be performed at the customary age. The ordinances shall be performed by the Father, if he is deemed worthy by his ecclesiastical leader. Both parties shall be able to attend the ordinances. The parents will give written consent for ordinances to the ecclesiastical leader within 7 days of request. The parties shall attend religious services with the child on their own respective parent-time as the parent chooses.
9. Relocation. If either party moves more than 150 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code §81-9-209.
10. Communication. The parties will discuss all parenting concerns by text or e-mail at any time needed and will not use their child to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.
11. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time.

12. Travel. When the child travels with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the child or traveling parent can be reached;
- d. And, the name and telephone number of an available third person who would be knowledgeable of the child's location.
- e. Both parties shall have unfettered access to the child's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

13. Change of Information: Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

14. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

15. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

16. Mutual Restraining.

- a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.
- b. Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.
- c. The parties will not use their child to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the child or at any child's activity.
- d. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or

otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

- e. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
- f. The parties will not use illegal drugs, prescription drugs in a non-prescribed manner, or alcohol while they are exercising parent-time.
- g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

17. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

18. Dispute Resolution. If the parties have any future disagreement pertaining to their child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

19. 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 activities 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 put the event on the Calendar within 24 hours of receiving the calendar or any change.

20. Transportation for the Child. The parties will utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent will provide the transportation from the other parent's residence unless otherwise mutually agreed upon. If a parent is exercising a mid-week with a return the same day, the parent exercising parent-time will provide all of the transportation.

21. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the other parent is aware of the identity of the individual, and the receiving parent will be with the child by overnight.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

22. Child Support. Child Support shall be calculated as according to Utah Code §81-6-201 *et seq.* The Mother's gross monthly income is \$12,168 per month. The Father's gross imputed monthly income is \$4,593 per month. The support has been calculated according to the Sole Physical Custody Worksheet. The Father's child support obligation should be \$395 per month. Child support shall commence October 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

23. 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 child in accordance with Utah Code §81-6-208.

- a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's

portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child 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. This amount shall be automatically deducted from or added to the child support paid or owed.

- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.
- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.
- d. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Father shall be secondary

coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is 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 child.

- e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.
- f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

24. Childcare Expenses. Childcare expenses are not anticipated due to the age of the child. However, if there is childcare, the parties shall each pay their own respective childcare costs on their own time.

25. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor child as follows:

- a. The parties will alternate the dependency exemption/tax credit for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption/tax credit for even-numbered tax years, and the Father will claim

the minor child as a dependency exemption/tax credit for odd-numbered tax years.

- b. If there is no tax benefit to a parent, the other parent shall be awarded the dependency exemption.

26. Taxes. The parties will file separate taxes beginning in 2026. Each party will be liable for their own debt and shall be awarded their own refund.

27. Real Property. The marital property located at 1052 North Freeman Drive, Saratoga Spring, Utah 84045 will be awarded to the Mother with all debts and liabilities commencing on September 1, 2026. Father shall vacate no later than October 14, 2026. The Mother shall hold the other party harmless on all debts and liabilities associated with the home. The Mother will get the utilities solely in her name by October 30, 2026. The home is only in Mother's name. Mother is awarded all of the equity therefrom. The parties agree that there is little to no equity in the home.

28. Time Share. The time share shall be sold with each party receiving one-half of the proceeds and/or paying one-half of the liability.

29. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Tesla Lease	Father
Honda Odyssey	Mother

- a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation with Connor Fackrell within 90 days of the entry of the Decree of Divorce to resolve any disputed items.

30. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description</i>		<i>Obligation Of</i>
Capital One Her	\$ (26,783.00)	Mother
Personal Loan Achieve	\$ (4,300.00)	
PayPal Her	\$ 0.00	
Visa Amazon Both	\$ (4,400.00)	Father
Costco Card Both	\$ (10,397.00)	
Visa Home Depot Him	\$ (2,400.00)	
Am Ex Him	\$ (5,800.00)	
PayPal Him	\$ (2,500.00)	

- a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.
- b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
- c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is

not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

31. Financial Accounts.

- a. The following accounts are awarded to Mother:

Account	Approximate Balance
Schools First 2877	\$ 688.00
Primary 01	\$ 27.00
Spruce Tax Funds Savings 9491	\$ 1,108.00

- a. The following accounts are awarded to Father:

Account	Approximate Balance
Zions Bank Account Him	\$5,777.12

- b. The following account shall be the equalizer:

- i. Mother is awarded the Alpine Account ending in 9111 except that Father shall receive \$6,252 no later than September 15, 2026 to equalize the distribution of all financial accounts.

- c. Separate Property:

- ii. Mother is awarded the following as separate property:

1. Her Childhood Midland National Annuity
2. Fidelity Inheritance Account
3. Savings Account at Alpine Credit Union with Inheritance

iii. Father is awarded the following as separate property:

1. His Safeway and/or UFCW Pensions. Mother waives any marital portion that she may be entitled to.

32. Property Settlement: Father is awarded the following as a property settlement:

- a. All of the Capital Group American Funds CB&T CUST Roth IRA ending in 7513 with an account balance of approximately \$33,586. The parties shall cooperate in signing or giving any requested documentation for transfer within five days of request.
- b. Father is awarded a total of \$100,000. The amount that is transferred from the Roth IRA in the subparagraph (a) above shall be subtracted from \$100,000 to determine the remaining cash balance due. This shall be paid to Father in cash within 30 days of the Roth Transfer.

33. Universal Life Insurance:

- a. The child's Universal Life Insurance Policy is awarded to the child.
- b. The Mother's Financial Foundation Indexed Universal Life Insurance Policy ending in 4120 (approximate value of \$ 41,038 for surrender value) shall be divided equally with Father receiving $\frac{1}{2}$ of the surrender portion of the policy.

The parties shall cooperate in signing or giving any requested documentation for transfer within five days of request.

34. Retirement Accounts:

- a. The parties shall equally divide the marital portion of Mother's CalSTRS pensions (with two separate accounts) and will divide the amount with each receiving $\frac{1}{2}$ of the marital portion as defined by the Woodward formula (Woodward Formula: Total Months Married During Employment/Service as numerator and Total Months of Employment/Service as denominator. This fraction is the marital portion in which each party is entitled to one-half.) The parties shall jointly retain Fackrell & McLean Law to divide the pension with each party equally splitting the cost associated with splitting the accounts or QDRO, if any. The parties shall cooperate in signing or giving any requested documentation for transfer within five days of request.
- b. Mother is awarded her URS account with an approximate balance of \$2,428.
- c. Mother represents that she does not have any URS Pension. If there is a URS pension each party should receive one-half of the marital portion through the Woodward formula.

35. Name: Mother will have the option of restoring her name to DeGraw.

36. Alimony.

- a. Mother shall pay Father an offsetting amount of alimony which is the exact amount of current or future child support so that no child support is due. The

current amount is \$395 per month and shall be paid to Father for the length of time equal to the child support payments.

- b. After child support ceases, given all of the considerations herein, neither party should be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.
- c. If any statutory terminating factors of remarriage, cohabitation, or death of either party, alimony shall terminate.

37. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

38. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

39. Attorney's Fees and Costs: Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action.

40. The parties agree that the above-referenced court has jurisdiction to make a final determination in this action. The court has authority to enter final documents and a Decree based on the Stipulation of the parties.

*THIS DOCUMENT WILL ENTER AS AN ORDER ONCE SIGNED AND DATED AT THE
TOP OF THE FIRST PAGE.

Approved as to content and form

Jill Bohn
LPP for Petitioner
Ryan Schriever
Attorney for Petitioner

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

TO: April Derr
Petitioner

NOTICE is hereby given that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned attorney for Petitioner will submit the above and foregoing ORDER to the Fourth District Court for signature, upon expiration for seven (7) days from the date of this notice, plus three (3) days for mailing, unless written objection is filed prior to that time.

DATED and SIGNED this 3rd day of September 2026.

/s/ John S. Larsen
Attorney for Respondent

CERTIFICATE OF SERVICE

I do swear that the foregoing document was mailed to the undersigned individuals this 3rd day of September 2026:

Jill Bohn

LPP for Petitioner

Ryan Schriever

Attorney for Petitioner

/s/ John S. Larsen

JOHN S. LARSEN