



Ryan J. Schriever (Bar No. 10816)
Jill S. Bohn (Bar No. 61055)
SCHRIEVER LAW FIRM
174 South Main Street
Spanish Fork, Utah 84660
Telephone: (801) 574-0883
Fax: (435) 294-3730
ryan@schrieverlaw.com
jill@schrieverlaw.com
Attorneys for Ella Alison Passey

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY	
STATE OF UTAH, PROVO DEPARTMENT	
IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
ELLA ALISON PASSEY , Petitioner,	Case No. 264401397
and	Judge Derek P Pullan
JARROD DELOY PASSEY , Respondent.	Commissioner Dustin Hardy

This matter comes before the Court pursuant to the parties' Stipulation and Settlement Agreement. Thirty days have passed since the filing of the Petition or the Court has entered an order waiving the thirty-day waiting period. The Court, having previously entered its written Findings of Fact and Conclusions of Law, does hereby GRANT the Petitioner a DECREE OF DIVORCE and does hereby ORDER, ADJUDGE and DECREE as follows:

I. JURISDICTION AND GROUNDS

1. This Court has subject matter jurisdiction over the parties and the issues presented in this action. Jurisdiction over the custody, parent-time, and support of the parties' minor child exists pursuant to the Utah Uniform Child Custody Jurisdiction and

Enforcement Act because Utah is the child's home state and has been the child's home state for at least six (6) consecutive months immediately preceding the commencement of this action. Venue and personal jurisdiction are proper in the Fourth Judicial District Court, Utah County, State of Utah.

2. Petitioner, Ella Alison Passey, is an actual and bona fide resident of Utah County, State of Utah, and has been a resident of Utah County for more than ninety (90) days immediately preceding the filing of the Petition for Divorce. Accordingly, the residency requirements of Utah Code § 81-4-402 have been satisfied.

3. The parties are unaware of any pending or previously adjudicated proceedings in any court or governmental agency concerning the custody, parent-time, or support of the parties' minor child, other than this action. The parties are further unaware of any person not a party to this action claiming legal custody, physical custody, parent-time, or visitation rights concerning the minor child. The parties are likewise unaware of any pending criminal, juvenile court, child welfare, or protective order proceedings that would affect the relief requested herein.

4. **Parentage.** The parties acknowledge and stipulate that:

- a. Ella Alison Passey is the natural mother of the parties' minor child, E.F.P., born February 13, 2009; and
- b. Jarrod Deloy Passey is the natural father of the parties' minor child.

Parentage is not disputed.

5. **Grounds for Divorce.** The parties acknowledge that irreconcilable differences have arisen between them, resulting in the irretrievable breakdown of the marriage. The

parties therefore stipulate that sufficient grounds exist for the entry of a Decree of Divorce pursuant to Utah Code § 81-4-405(1)(h).

I. PARENTING PLAN

6. Minor Child. The parties are the parents of one (1) minor child: E.F.P., born February 13, 2009. The parties acknowledge that all provisions of this Order concerning custody, parent-time, decision-making, and financial support are intended to promote the minor child's health, safety, welfare, and best interests.

7. Legal Custody. The parties shall share joint legal custody of the minor child pursuant to Utah Code §§ 81-9-202 and 81-9-203.

Each parent shall participate in making major decisions affecting the minor child's health care, education, religious upbringing, and general welfare. The parties shall consult with one another in good faith before making any major decision affecting the minor child and shall make every reasonable effort to reach a mutually acceptable decision.

Nothing in this final order shall prevent either parent from making routine day-to-day decisions while the minor child is in that parent's care or from making emergency decisions necessary to protect the child's immediate health or safety.

8. Parenting plan. This Order constitutes the parties' parenting plan as contemplated by Utah Code § 81-9-202. The parties acknowledge their continuing obligation to foster the minor child's relationship with the other parent and to exercise their parental rights and responsibilities in a manner consistent with the child's best interests.

9. Decision-Making and Dispute Resolution. Before making any major decision affecting the minor child, the parties shall communicate directly with one another and make a good-faith effort to reach a mutually acceptable resolution.

Step 1: **Good Faith Discussion.** Before making any major decision affecting the minor child, the parties shall communicate directly with one another and make a good-faith effort to reach a mutually acceptable resolution.

Step 2: **Mediation.** If the parties cannot agree, then the parties shall attend mediation regarding the disputed issue(s). Unless both parties mutually agree to waive this requirement, both parties must attend mediation in good faith with a mutually agreed upon neutral mediator, and both parties shall equally share the necessary costs of mediation.

Step 3: **Court Intervention.** If the parties are still unable to agree, then either party may seek a court order regarding the disputed issue(s). The court shall have the final authority to decide the issue(s) as it determines is in the best interests of the child.

10. Day-to-Day Decisions. Each parent shall have the authority to make routine day-to-day decisions affecting the minor child while the child is in that parent's physical care.

Each parent may also make emergency decisions necessary to protect the child's immediate health or safety. The parent making an emergency decision shall notify the other parent as soon as reasonably practicable of the nature of the emergency and any action taken.

II. PHYSICAL CUSTODY AND PARENT-TIME

11. Joint Physical Custody. The parties shall share joint physical custody of the minor child pursuant to Utah Code §§ 81-9-204 and 81-9-305.

For school enrollment and all other legal purposes requiring the designation of a primary residence, the residence of Petitioner, Ella Alison Passey, shall be designated as the minor child's primary residence. This designation is made solely for administrative purposes and shall not diminish the parties' joint physical custody rights under this Order.

The parties shall exercise parent-time at such times and places as they may mutually agree. The parties acknowledge that flexibility and cooperation are in the best interests of the minor child and agree to make reasonable accommodations when requested.

If the parties are unable to mutually agree upon a parent-time schedule, parent-time shall default to the minimum statutory schedule set forth in Utah Code § 81-9-305 until further written agreement of the parties or further order of the Court.

12. Parent-Time Safety Provisions. If the parties are unable to mutually agree upon a parent-time schedule, parent-time shall default to the minimum statutory schedule set forth in Utah Code § 81-9-305 until further written agreement of the parties or further order of the Court.

A. Respondent shall not exercise parent-time while under the influence of alcohol, illegal drugs, or controlled substances used other than as lawfully prescribed, nor during any period in which substance use impairs Respondent's ability to safely supervise and parent the minor child.

B. Respondent shall not knowingly expose the minor child to:

1. Illegal drug activity;
2. Substance abuse;
3. Pornography or sexually explicit material;
4. Criminal activity; or
5. Any environment that presents an unreasonable risk to the minor child's physical safety, emotional well-being, or healthy development.

C. If Petitioner has a reasonable, good-faith belief that Respondent is impaired at the commencement of a scheduled parent-time exchange or is engaging in conduct prohibited by this section, Petitioner may temporarily withhold the exchange for the protection of the minor child.

Petitioner shall promptly document the factual basis supporting the safety concern and notify Respondent in writing as soon as reasonably practicable.

D. Nothing contained herein shall prohibit either party from seeking expedited relief from the Court, including supervised parent-time, substance abuse testing, modification of custody or parent-time, or any other relief authorized under Utah law if circumstances arise demonstrating that unrestricted parent-time would endanger the minor child's physical health or significantly impair the child's emotional development.

This provision is intended solely to protect the best interests of the minor child and shall not be interpreted to create a presumption against either parent beyond the terms expressly agreed to herein.

13. Transportation. Unless otherwise agreed, the parent beginning his or her period of parent-time shall be responsible for picking up the minor child.

When school is in session, exchanges shall occur at the child's school whenever practicable. The parent exercising overnight parent-time immediately preceding a school day shall ensure the child is timely transported to school.

Either parent may designate a responsible adult to transport the minor child, provided the other parent is informed of the identity of the individual before the exchange occurs.

Each parent shall ensure that all persons transporting the minor child possess a valid driver's license, maintain legally required automobile insurance, and utilize all legally required child restraint devices and seat belts.

14. Communication with the Minor Child. Each parent shall encourage frequent and meaningful communication between the minor child and the other parent.

While exercising parent-time, each parent shall permit reasonable telephone, text message, video, or other electronic communication between the minor child and the other parent at reasonable times, taking into consideration the child's school schedule, extracurricular activities, and bedtime.

Neither parent shall monitor, interfere with, discourage, or unreasonably restrict such communications.

The minor child shall likewise be permitted to initiate communication with either parent at reasonable times.

III. PARENTAL COMMUNICATION AND COOPERATION

15. Communication between parents. The parties shall communicate with one another respectfully and in good faith regarding all matters concerning the minor child. Communications shall be limited to matters affecting the child's health, education, welfare, extracurricular activities, scheduling, and other parenting issues.

Each parent shall promptly notify the other of any significant illness, injury, accident, or emergency involving the minor child and shall provide all information reasonably necessary for the other parent to remain informed.

All communications shall remain civil and businesslike. Neither party shall harass, threaten, intimidate, or use abusive or profane language toward the other.

16. Participation in the Minor Child's Activities. Both parents shall have the right to attend and participate in the minor child's educational, extracurricular, athletic, religious, medical, and other significant activities unless otherwise prohibited by law or court order.

Neither parent shall interfere with or discourage the minor child's relationship with the other parent or attempt to exclude the other parent from significant events involving the minor child.

17. Access to records. Each parent shall execute any documents reasonably necessary to ensure the other parent has access to such records.

Both parents shall be listed as parents and emergency contacts whenever reasonably permitted by schools, medical providers, and extracurricular organizations.

IV. HOLIDAY, SUMMER, AND SPECIAL PARENT-TIME

18. Holiday Parent-Time. If the parties are unable to reach an agreement, holiday parent-time shall be exercised pursuant to Utah Code § 81-9-302, and the statutory holiday schedule shall control over the parties' regular parent-time schedule.

Unless otherwise agreed in writing, holiday parent-time shall supersede the regular parent-time schedule. At the conclusion of the holiday period, the regular parent-time schedule shall immediately resume as though it had not been interrupted.

Odd Years	Even Years	Holiday or Event:
Dad	Mom	Child's birthday on the day before or after the actual birthdate beginning at 3 p.m. until 9 p.m., at the discretion of the noncustodial parent, the noncustodial parent may take other siblings along for the birthday.
Mom	Dad	Child's birthday on actual birthdate beginning at 3 p.m. until 9 p.m., at the discretion of the noncustodial parent, the noncustodial parent may take other siblings along for the birthday.
Dad	Mom	Martin Luther King, Jr. beginning 6 p.m. on Friday until Monday at 7 p.m. unless the holiday extends for a lengthier period of time to which the parent is completely entitled
Mom	Dad	President's Day beginning at 6 p.m. on Friday until 7 p.m. unless the holiday extends for a lengthier period of time to which the parent is completely entitled.
Dad	Mom	Spring Break beginning at 6 p.m. on the day school lets out for the holiday until 7 p.m. on the evening before school resumes.
Mom	Dad	Memorial Day beginning at 6 p.m. on Friday until Monday at 7 p.m., unless the holiday extends for a lengthier period of time to which the parent is completely entitled.
Dad	Mom	July 4 beginning 6 p.m. the day before the holiday until 11 p.m. or no later than 6 p.m. on the day following the holiday, at the option of the parent exercising the holiday
Mom	Dad	July 24 beginning at 6 p.m. on the day before the holiday until 11 p.m. or no later than 6 p.m. on the day following the holiday, at the option of the parent

		exercising the holiday
Dad	Mom	Labor Day beginning 6 p.m. on Friday until Monday at 7 p.m., unless the holiday extends for a lengthier period of time to which the parent is completely entitled
Mom	Dad	Columbus Day beginning at 6 p.m. the day before the holiday until 7 p.m. on the holiday
Dad	Mom	Fall School Break , if applicable, commonly known as U.E.A. weekend beginning at 6 p.m. on Wednesday until Sunday at 7 p.m. unless the holiday extends for a lengthier period of time to which the parent is completely entitled
Mom	Dad	Halloween on October 31 or the day Halloween is traditionally celebrated in the local community from after school until 9 p.m. if on a school day, or from 4 p.m. until 9 p.m. if not on a school day.
Dad	Mom	Veterans Day holiday beginning 6 p.m. the day before the holiday until 7 p.m. on the holiday.
Mom	Dad	Thanksgiving holiday beginning Wednesday at 7 p.m. until Sunday at 7 p.m.
Dad	Mom	The first portion of the Christmas school vacation** as from the day school ends, including Christmas Eve and Christmas Day, continuing until 1 p.m. on the day halfway through the holiday period, if there are an odd number of days for the holiday period, or until 7 p.m. if there are an even number of days for the holiday period, so long as the entire holiday period is equally divided.
Mom	Dad	The second portion of the Christmas school vacation**, beginning 1 p.m. on the day halfway through the holiday period, if there are an odd number of days for the holiday period, or at 7 p.m. if there are an even number of days for the holiday period, so long as the entire Christmas holiday period is equally divided.
Dad	Dad	Father's Day shall be spent with the natural or adoptive father every year beginning at 9 a.m. until 7 p.m. on the holiday.
Mom	Mom	Mother's Day shall be spent with the natural or adoptive mother every year beginning at 9 a.m. until 7 p.m. on the holiday.

19. Extended Summer Parent- Time. The parties shall first attempt to mutually agree upon an extended summer parent-time schedule. If no agreement is reached, each parent may designate two (2) consecutive weeks of uninterrupted parent-time during the child's summer vacation pursuant to Utah Code § 81-9-305. A designation shall be made in writing at least thirty (30) days before the requested period begins. Petitioner shall have first selection in even-numbered years, and Respondent shall have first selection in odd-numbered years. Extended summer parent-time shall not supersede Mother's Day or Father's Day unless otherwise agreed in writing.

20. Right of First Refusal. Consistent with Utah Code § 81-9-202, if either parent requires childcare for the minor child for a period of eight (8) consecutive hours or longer during that parent's scheduled parent-time, the other parent shall first be offered the opportunity to care for the minor child before surrogate care is utilized.

Nothing in this provision shall require either parent to modify employment obligations or previously scheduled commitments.

21. Relocation. If either parent intends to relocate the residence of the minor child more than one hundred fifty (150) miles from the other parent, that parent shall comply with the notice requirements of Utah Code § 81-9-209. Before seeking judicial intervention regarding relocation, the parties shall first make a good-faith effort to resolve the matter through direct communication and mediation unless emergency circumstances make mediation impracticable.

22. Travel. Whenever the minor child travels overnight outside the parent's ordinary place of residence, the traveling parent shall provide the other parent with:

- a. the dates of travel;

- b. destination(s);
- c. an emergency telephone number;
- d. the address, if known, where the child will be staying; and
- e. the name and telephone number of a responsible adult who can be contacted in the event of an emergency.

23. Future Modifications. Except in cases involving emergency relief or matters affecting the immediate health or safety of the minor child, neither party shall file a petition seeking modification of custody or parent-time without first participating in good-faith mediation with a mutually agreed mediator. The parties shall equally share the cost of mediation unless otherwise agreed or ordered by the Court.

24. Mutual Conduct and Non- Disparagement. Each parent shall encourage the minor child's love, affection, and respect for the other parent.

Neither parent shall:

- a. disparage the other parent in the presence or hearing of the minor child;
- b. permit third parties to disparage the other parent in the child's presence;
- c. question the minor child regarding the other parent's private life except as reasonably necessary for the child's health or safety;
- d. use the minor child as a messenger between the parties;
- e. discuss this litigation or adult legal matters with the minor child; or

f. attempt to influence the minor child's preference regarding custody or parent-time.

Neither parent shall commit domestic violence, abuse, harassment, or stalking against the other parent or the minor child.

Neither parent shall consume alcohol to excess or use illegal drugs during parent-time or within twenty-four (24) hours immediately preceding parent-time if such use would impair that parent's ability to safely care for the minor child.

Each parent shall use reasonable efforts to ensure that members of his or her household comply with the provisions of this paragraph while the minor child is present.

V. FINANCIAL SUPPORT OF THE MINOR CHILD

25. Income of the Parties. For purposes of the Utah Child Support Guidelines, the parties acknowledge that their current average gross monthly incomes, based upon year-to-date earnings including bonus compensation, are approximately as follows:

Petitioner, Ella Alison Passey: \$18,712.00 per month.

Respondent, Jarrod Deloy Passey: \$19,603.00 per month

26. Child Support. Application of the Utah Child Support Guidelines using the parties' current average gross monthly incomes and agreed joint physical custody schedule results in a child support obligation of Eight dollars (\$8) per month payable by Respondent to Petitioner. Accordingly, Respondent shall pay Petitioner child support in the amount of Eight dollars (\$8) per month.

In addition to Respondent's monthly child support obligation, the parties shall equally share (50/50) all reasonable expenses incurred for the benefit of the parties'

minor child, E.F.P., except as otherwise specifically allocated in this final order. Such expenses include, but are not limited to:

- a. uninsured medical, dental, vision, orthodontic, counseling, and mental health expenses;
- b. agreed-upon extracurricular activity expenses;
- c. required school expenses;
- d. clothing, school supplies, and other reasonable expenses incurred for the benefit of the minor child, as mutually agreed by the parties; and
- e. any other reasonable expenses for the minor child not otherwise specifically assigned to one party under the final order.

Respondent shall remain solely responsible for those expenses specifically assigned to him elsewhere in this Order, including E.F.P.'s athletic participation fees for his senior year of high school, cellular telephone service, vehicle insurance and maintenance, and one hundred percent (100%) of the monthly health insurance premium attributable to E.F.P.'s coverage. Petitioner shall remain responsible for those expenses specifically assigned to her elsewhere in the order.

27. Future Modification. Nothing contained herein shall prevent either party from seeking a modification of child support in the future upon a showing permitted by Utah law.

Each party shall notify the other within thirty (30) days of any substantial change in income that could materially affect child support.

28. Termination of Child Support. Any future child support obligation established by agreement or court order shall terminate in accordance with Utah Code § 81-6-209 unless otherwise ordered by the Court.

VI. MEDICAL INSURANCE AND HEALTHCARE EXPENSES

29. Health Insurance. Petitioner shall maintain medical and dental insurance coverage for the parties' children through her employer-sponsored health insurance plan, so long as such coverage remains available at a reasonable cost. Respondent shall reimburse Petitioner for one hundred percent (100%) of the monthly premium attributable to E.F.P.'s coverage. All other medical and dental expenses shall be allocated as provided in Paragraph 31 of this Order.

30. Primary Insurance. If both parties have health insurance available for the minor child, Petitioner's policy shall be deemed the primary policy and Respondent's policy, if any, shall be secondary coverage.

31. Uninsured Medical and Dental Expenses. The parties shall equally divide all reasonable and necessary uninsured medical, dental, orthodontic, vision, counseling, psychological, prescription medication, deductible, copayment, and other unreimbursed health care expenses incurred on behalf of E.F.P. and Alex.

The party incurring an expense shall provide proof of payment to the other party within thirty (30) days after payment.

The receiving party shall reimburse his or her share within thirty (30) days after receipt of the documentation.

32. Division of Provider Accounts. The parties may elect, pursuant to Utah law, to have medical, dental, orthodontic, counseling, or school-related providers establish separate billing accounts for each parent whenever available.

VII. CHILDREN'S EXPENSES

33. Extracurricular Expenses. Consistent with the parties' agreement set forth in Paragraph 26 of this Order, the parties shall equally share (50/50) all reasonable and necessary out-of-pocket expenses associated with the minor child's extracurricular activities that are mutually agreed upon by the parties.

The parent incurring an expense shall provide the other parent with reasonable documentation of the expense, including a receipt, invoice, or other proof of payment, within thirty (30) days after payment or receipt of the invoice. Reimbursement shall be made within thirty (30) days after receipt of the documentation.

Neither parent shall unreasonably withhold consent for the minor child's participation in appropriate extracurricular activities.

Notwithstanding the foregoing, Respondent shall be solely responsible for all athletic participation fees, including any required team fundraising obligations, incurred in connection with E.F.P.'s participation in high school athletics during his senior year.

34. School Expenses. Consistent with Paragraph 26 of this Order, the parties shall equally share (50/50) all reasonable and necessary required school expenses for the

minor child through high school, including registration fees, required class fees, books, supplies, graduation expenses, and other mandatory educational costs.

The parent incurring the expense shall provide documentation within thirty (30) days after payment or receipt of the invoice, and reimbursement shall be made within thirty (30) days after receipt of the documentation.

35. Cellular Telephone. Respondent shall be solely responsible for the monthly cellular telephone service for E.F.P.

36. Motor Vehicle Expenses. The parties acknowledge that E.F.P. currently utilizes the 2016 Ford F-150 or its replacement vehicle as provided elsewhere in this Order.

Respondent shall be solely responsible for maintaining automobile liability and comprehensive insurance coverage for E.F.P.'s vehicle and shall also be responsible for all ordinary maintenance and repair expenses associated with that vehicle.

Petitioner shall be solely responsible for the insurance and ordinary maintenance expenses associated with Alex's vehicle.

VIII. EDUCATION AND MISSIONARY SERVICE

37. College Education. The parties acknowledge the existence of educational funds established for the benefit of Alex and E.F.P.

Those educational funds shall first be applied toward each child's undergraduate college education.

If the educational funds are exhausted before completion of a bachelor's degree, each party shall contribute up to Three Thousand Five Hundred Dollars (\$3,500.00) per academic year per child toward that child's undergraduate educational expenses.

Any educational funds remaining after both children have completed, abandoned, or otherwise concluded their undergraduate education shall be divided equally between the parties.

38. Missionary Service. If E.F.P. elects to serve a full-time mission for The Church of Jesus Christ of Latter-day Saints, the parties shall equally share (50/50) the monthly mission expenses.

IX. REAL PROPERTY

39. Marital Residence. The parties shall continue to jointly own the marital residence pending its sale.

The parties may continue to reside together in the marital residence following entry of the Decree of Divorce for so long as they mutually agree. Nothing in this Order shall require either party to vacate the residence before it is sold unless otherwise agreed by the parties in writing or ordered by the Court.

The marital residence shall be listed for sale with a licensed real estate broker mutually selected by the parties no later than August 31, 2028.

Following the listing of the property, either or both parties may continue residing in the residence until the sale closes, unless they otherwise agree in writing.

Upon the sale of the residence, the mortgage balance, realtor commissions, customary closing costs, taxes, liens, and all other costs associated with the sale shall first be paid from the gross sale proceeds. The remaining net sale proceeds shall be divided equally, with fifty percent (50%) awarded to Petitioner and fifty percent (50%) awarded to Respondent.

While both parties reside in the residence, ordinary utilities, mortgage payments, and household operating expenses shall be divided equally.

If one party permanently vacates the residence before the sale and a necessary capital repair exceeding Five Hundred Dollars (\$500.00) becomes necessary before closing, the parties shall equally share the cost of such repair unless otherwise agreed in writing.

40. Playa Royale Property. The parties jointly own an ownership interest in the Playa Royale property located in Mexico.

The parties shall continue to own this property jointly following entry of the Decree of Divorce.

All annual maintenance fees, assessments, taxes, and other ownership expenses shall be divided equally.

The parties shall equally divide the annual usage rights. One party shall receive three (3) weeks of occupancy in one calendar year and two (2) weeks in the following

calendar year, with the parties alternating the three-week allocation each year unless otherwise mutually agreed in writing.

41. Paris, Idaho Cemetery Plots. The parties jointly own sixteen (16) cemetery plots located in the Paris, Idaho Cemetery.

As part of the division of marital property, Petitioner is awarded eight (8) cemetery plots, and Respondent is awarded eight (8) cemetery plots, as the parties may mutually designate.

Each party shall execute any documents reasonably necessary to transfer ownership of the cemetery plots awarded to the other party, if required by the cemetery or governing authority.

Each party shall thereafter own his or her respective cemetery plots free and clear of any claim by the other.

XI. VEHICLES

42. Vehicle Division. The parties agree that the following vehicles shall be awarded as follows:

Vehicle	Awarded To
2024 Infiniti	Petitioner
2023 Ford Raptor	Respondent

Each party shall retain all rights, title, and interest in the vehicle awarded to him or her and shall be solely responsible for all loans, registration, insurance, taxes, maintenance, and expenses associated with his or her respective vehicle. Each party

shall indemnify and hold the other harmless from any liability relating to the vehicle awarded to that party.

If necessary, each party shall execute all documents reasonably required to transfer title or refinance any indebtedness associated with the vehicle awarded to that party.

43. E.F.P.'s Vehicle. The parties acknowledge that the 2016 Ford F-150 currently utilized by E.F.P. shall be sold. The net proceeds from the sale shall be applied toward the purchase of a replacement vehicle for E.F.P. with a purchase price not to exceed Twenty-Five Thousand Dollars (\$25,000.00). If the purchase price exceeds the net proceeds from the sale of the 2016 Ford F-150, the remaining balance shall be divided equally between the parties.

Respondent shall be solely responsible for the insurance and maintenance of E.F.P.'s replacement vehicle.

Petitioner shall be solely responsible for the insurance and maintenance of Alex's vehicle.

XII. PERSONAL PROPERTY

44. Personal Property. Except as otherwise specifically provided in this Order, each party shall retain all personal clothing, jewelry, personal effects, premarital property, gifts received individually, business property, and all personal property currently in his or her possession.

The parties shall divide all remaining household furnishings, furniture, appliances, tools, collectibles, and other items of tangible personal property by mutual agreement.

If the parties are unable to resolve any dispute regarding the division of personal property, they shall first participate in mediation before seeking relief from the Court. Unless otherwise agreed, the parties shall equally share the cost of mediation.

Each party shall execute any documents reasonably necessary to transfer ownership of personal property awarded to the other.

XIII. FINANCIAL ACCOUNTS AND RETIREMENT

45. Cash and Financial Accounts. The parties acknowledge that they have exchanged sufficient financial information to negotiate this Order and agree to cooperate in providing any additional documentation reasonably necessary to complete the division of marital financial assets consistent with the terms of this Order.

Except as otherwise specifically provided in this Order, all cash, checking accounts, savings accounts, brokerage accounts, investment accounts, stocks, bonds, cryptocurrency, and all other financial assets acquired during the marriage shall be divided equally, with each party receiving fifty percent (50%) of the marital value thereof.

Each party shall promptly provide any additional account information or documentation reasonably requested by the other to facilitate the equal division of such assets.

46. Retirement Accounts. The parties acknowledge that the following retirement accounts exist and shall be divided as follows:

Jarrold Passey

- Employer Retirement Account: \$227,000.00
- New York Life Retirement Account: \$240,359.00
- iTrustCapital Account: \$18,620.00
- Kraken Account: \$1,370.00

Total: \$487,349.00

Ella Alison Passey

- Eli Lilly 401(k): \$90,000.00
- New York Life Retirement Account: \$412,758.00

Total: \$502,758.00

Each party shall execute all documents reasonably necessary to implement the division of financial accounts and retirement assets set forth in this Order, including but not limited to deeds, assignments, transfer documents, Qualified Domestic Relations Orders, brokerage transfer forms, and financial institution documents.

47. Pension Plans. The parties acknowledge that each maintains a pension through Eli Lilly.

The parties agree that each shall retain his or her own pension free and clear of any claim by the other, with neither party receiving an offset or equalization relating to those pension benefits.

48. Basement Apartment Improvements. The parties agree that the remaining improvements to the basement apartment kitchen, specifically the purchase and installation of kitchen cabinets and countertops, shall be completed. The parties shall mutually agree upon the selection and pricing of the cabinets and countertops before any purchase is made. Upon mutual agreement as to the pricing, the parties shall each be responsible for fifty percent (50%) of the cost of the cabinets and countertops, including reasonable installation costs.

49. Cooperation in Transfer of Financial Accounts. Each party shall execute all documents reasonably necessary to implement the division of financial accounts and retirement assets set forth in this Order, including but not limited to deeds, assignments, transfer documents, Qualified Domestic Relations Orders, brokerage transfer forms, and financial institution documents.

XIV. DEBTS AND OTHER FINANCIAL OBLIGATIONS.

50. Responsibility for Debts. Except as otherwise specifically provided in this Order, each party shall be solely responsible for all debts and financial obligations incurred in his or her individual name after the parties' separation and shall indemnify and hold the other party harmless from any liability arising therefrom.

The parties further agree that each shall remain solely responsible for all credit card accounts and other consumer debts maintained in his or her respective name.

51. Medical Expenses Incurred After Separation. Respondent shall be solely responsible for any medical expenses incurred on or after May 6, 2026, and shall indemnify and hold Petitioner harmless from any liability arising from such expenses.

52. Joint Debts. Neither party shall incur additional debt in the name of the other party or pledge the credit of the other party without that party's prior written consent.

Each party shall timely pay any debt assigned to him or her under this Order and shall use reasonable efforts to remove the other party's name from any jointly held debt or financial obligation when refinancing or other removal is reasonably available.

53. Hold Harmless. Each party shall indemnify, defend, and hold the other party harmless from any liability, claim, demand, judgment, cost, expense, attorney fees, or damages arising from that party's failure to timely pay any debt or obligation assigned to him or her under this Decree. If either party is required to satisfy a debt assigned to the other party in order to protect his or her credit or avoid collection, the paying party shall be entitled to reimbursement from the responsible party, together with any reasonable attorney fees and costs incurred in enforcing this provision, as permitted by law.

54. Creditors. The parties acknowledge that this Order is binding upon them but does not alter the contractual rights of any third-party creditor.

If either party is required to pay a debt assigned to the other party in order to protect his or her credit or avoid collection, that party shall be entitled to reimbursement from the responsible party, together with any reasonable costs, attorney fees, and interest permitted by law.

55. Cooperation. The parties shall execute any documents reasonably necessary to implement the debt allocation contained in this Order and shall cooperate in good faith to accomplish the removal of either party from joint obligations whenever reasonably possible.

XIV. MISCELLANEOUS PROVISIONS

56. Divorce Education Requirements. If either party has not completed the divorce education requirements required by Utah law, that party shall do so within the time prescribed by the Court and shall timely file proof of completion.

57. Documentation and Further Assurances. Each party shall execute, acknowledge, and deliver any deed, title, assignment, transfer document, Qualified Domestic Relations Order, affidavit, tax document, or other instrument reasonably necessary to carry out the intent and provisions of this Order.

If either party fails or refuses to execute any document required to implement this Order, the other party may seek appropriate relief from the Court.

58. Future Disputes and Mediation. Except where emergency relief is necessary or otherwise prohibited by law, the parties shall make a good-faith effort to resolve future disputes arising under this Order through mediation before filing any motion or petition with the Court.

Unless otherwise agreed, the parties shall equally share the mediator's fees and costs.

Nothing herein shall prevent either party from seeking immediate judicial relief where necessary to protect a person, preserve property, or enforce an existing court order.

59. Attorney's Fees. Except as otherwise specifically provided in this Order, each party shall be solely responsible for his or her own attorney fees and costs incurred in this action.

60. The parties entered into the Stipulation and Settlement Agreement knowingly and voluntarily after having the opportunity to consult with counsel. The Court finds that the Stipulation resolves the issues between the parties and is fair and equitable.

61. The Court finds that the provisions concerning custody, parent-time, and support of the minor child are in the minor child's best interests and that the child support from the Utah Child Support Guidelines is appropriate based upon gross income of the parties.

ADDITIONAL ORDERS

62. This Decree of Divorce is final upon entry.

63. The terms of this Decree of Divorce, as fully reflected in the foregoing Findings of Fact, including the division of property, the custody and support of the minor child, the payment of debts and obligations, and other matters as more specifically set forth above are ratified, approved and confirmed in all particulars.

IT IS SO ORDERED.

Approved as to form:

/s/Jeff D. Rifleman

Jeff D. Rifleman

Attorneys for Respondent

Electronically signed with permission give via email on September 18, 2026.

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

CERTIFICATE OF SERVICE

The undersigned certifies that on the 21st day of September 2026 she filed the foregoing DECREE OF DIVORCE using the Court's electronic filing system that automatically generated notice to the following:

Jeff D. Rifleman
RIFLEMAN LAW AND MEDIATION
408 W. Indian Summer Drive
Saratoga Springs, UT 84045
jeffrifleman@gmail.com

/s/Haley Ackerman

Paralegal