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

In the matter of the marriage of

TREVOR G. SMITH,

Petitioner,

vs.

SARA ANN SMITH,

Respondent.

DECREE OF DIVORCE

Case No. 264401032

Judge Denise M. Porter

Commissioner Dustin Hardy

This matter came regularly for consideration by the Court without hearing pursuant to Utah Code Ann. §81-4-406(4) et. seq. The parties, Trevor G. Smith (“Trevor”) and Sara Ann Smith (“Sara”) previously entered into a written Stipulation to settle all issues as specified therein which has been filed with the Court. Pursuant to the terms of the Stipulation, the parties consented that a Decree of Divorce could be entered consistent with the terms of the Stipulation. The Court, having considered the testimony of Sara by way of sworn declaration as to jurisdiction and grounds for divorce, having received and reviewed the Stipulation and other

pleadings on file, having previously entered its Findings of Fact and Conclusions of Law and for good cause otherwise appearing, does now ORDER, ADJUDGE and DECREE as follows:

Divorce

1. Sara and Trevor are hereby awarded a divorce from each other on the grounds of irreconcilable differences, the same to become final immediately upon the Court's entry hereof.

Custody and Parent-time

2. Sara and Trevor are both fit and proper parents to be awarded joint physical custody of P.J.S., born November 2008 (the "minor child" or "child"), sharing parent-time as the parties may agree. In the event the parties cannot agree, parent-time will be as contemplated in Utah Code §81-9-305 with Trevor exercising his parent-time every Monday and Tuesday overnight and every other weekend from Friday through the following Monday morning. Sara shall exercise her parent-time every Wednesday and Thursday overnight and on alternating weekends from Friday through the following Monday morning.

3. Notwithstanding the foregoing, due to the age of the minor child, the parties shall place significant weight on the child's decision as to how much time she spends with either parent. Regardless of whether the child situationally chooses to spend all of her time with one parent, the parties agree that it is in the best interests of the child that they be awarded joint physical custody and that ideally the child should spend equal time with both parents.

4. Holiday parent-time should be as the parties may agree. If the parties cannot agree, they should follow the holiday schedule set forth in Utah Code Ann. §81-9-304(15), with Trevor following the schedule assigned to the custodial parent solely for the purpose of designating holidays under the statute. Despite the holiday schedule, due to the age of the child, the parties will allow the child to choose how much time she spends with either parent for any given holiday.

5. The parties are awarded joint legal custody of the child, following the terms of their Joint Parenting Plan, incorporated herein below.

JOINT PARENTING PLAN

- a. The child may call either party as she so desires. The parties may reach out to the child by any means so long as it is not disruptive to the child's schedule or to either parent's parent-time.
- b. All communications between the parents should remain civil.
- c. Special consideration should be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- d. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered custody/parent-time schedule.

- e. Each parent may obtain their own notifications regarding significant school, social, sports, religious and community functions, and other similar activities in which the child is participating or being honored, and both parties should be entitled to attend and participate fully.
- f. Each parent should have access directly to all religious records, school reports, child care reports, cellular phone records, medical and health care records and any and all other records pertaining to the minor child, and each parent should notify the other immediately by the other parent in the event of a medical emergency.
- g. Each parent should be listed as an equal, joint custodian of the child in all of the child's medical and health care records, religious records, childcare provider records, school records, athletic records, and any and all other records in which the identity of a parent is requested or required.
- h. Each parent should provide the other with his/her current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
- i. Each parent may make day-to-day and emergency decisions for the child during the time the parent is caring for the child. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.
- j. Both parties have access to the child while in school and have authority to check the child out of school.

- k. So long as Sara remains domiciled in Utah County, Sara's residence shall be deemed the child's primary residence for determining which school the minor child attends.
- l. Decisions relating to legal custody parenting matters, such as school location, healthcare, education, religion and any major planning changes, are joint and no parties gets final decision or say. Both parties agree to mediate, take advice of professionals if any, or ask the court to make the final decision if resolution is not achievable between parties.

****END PARENTING PLAN****

Payments for the Benefit of the Child

6. Consistent with the Utah child support guidelines as calculated using the joint custody worksheet and the parties' gross incomes, the prospective monthly child support amount owed by Sara to Trevor is \$11. However, given that Sara is likely to provide vocational training to the minor child and pay the costs of necessary supplies, neither parent shall be ordered to pay any child support to the other.

7. In the event of any changed circumstances which would alter the child support amount, any such child support shall automatically terminate when the minor child reaches the age of 18 years or graduates in her normal and expected year of graduation, whichever is later.

Insurance and Other Expenses

8. Pursuant to Utah Code Ann. § 81-6-208, the parties shall continue to provide health, accident, and dental insurance for the benefit of the minor child, as available, so long as the same is available at reasonable cost. At present, Trevor carries the policy of health insurance covering the child and his insurance shall be deemed the primary medical insurance for the child. Insurance coverage should continue until the minor child attains the age of 18 years or graduates from high school in her normal and expected year of graduation, whichever occurs later.

9. Pursuant to Utah Code Ann. § 81-6-208, each party shall pay one-half of the out-of-pocket costs of the premium actually paid for the child's portion of insurance. According to statute, the child's portion of the premium is a per capita share of the premium actually paid for the family and should be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the results by the number of minor children. The insuring party should provide verification of the insurance coverage to the other party upon the divorce or upon initial enrollment and thereafter, notify the other party of any change in insurance carrier, premium or benefits within 30 days of the date he or she knows of the change. The non-insuring party shall reimburse the insuring party for that parties' reimbursable portion within 30 days.

10. In the event both parties carry separate policies of medical insurance covering the child, they shall each pay their respective premium costs without reimbursement from the other and work together to determine which policy should be the child's primary policy of medical insurance and which policy should be secondary.

11. In addition to sharing health insurance premiums and in accordance with Utah Code Ann. § 81-6-208, Sara and Trevor shall share, one-half to each, all reasonable and necessary uninsured medical expenses, dental, orthodontic, optical, preventative care, routine visits, allergists or other specialist care, prescriptions, medical devices or psychotherapeutic expenses, including deductibles and co-payments, incurred for the child and actually paid by the parties. The party who incurs the medical expense shall provide written verification of the cost and payment of medical expenses to the other party within 30 days of payment and upon presentation, the other party shall have 30 days to pay that parties' share of said expense.

12. Due to the age of the minor child, an order of apportionment of childcare expenses under Utah Code Ann. §81-6-209 is unnecessary through this action.

13. In addition to sharing childcare expenses, Sara and Trevor should share equally in any agreed-upon expenses related to extra-curricular activities, sports, or other activities in which the child participates by mutual written agreement of the parties. For the purposes of this section, emails and text messages should constitute a "writing."

14. Trevor shall pay one-half of the minor child's hair school fees which total cost is \$15,000 (\$7,500 each).

Alimony

15. The parties are both meaningfully employed and capable of supporting themselves and have agreed to waive any claims for alimony through this matter.

Financial Accounts

16. During the marriage, the parties acquired various checking and savings accounts appearing in their respective and joint names. The following accounts have been disclosed and are awarded as follows:

DESCRIPTION	TO TREVOR	TO SARA
AFCU 6385		X
AFCU 4423	X	
AFCU 8377	X	
AFCU 5834		X
AFCU 3510		X
Canyon View CU 2234		X

Retirement Accounts

17. During the marriage the parties acquired one or more retirement accounts and/or benefits. Sara is awarded \$50,000 from Trevor's Sammons retirement account and Trevor is awarded the remainder of all such retirement accounts and benefits appearing in his name.

18. The parties shall cooperate in retaining Rori Hendrix to prepare any necessary qualified domestic relations order (QDRO) to divide the Sammons account, with each party paying one-half of the costs and fees necessary to do so.

Debts

19. During the marriage, the parties incurred various debts and obligations which shall be assumed and paid as follows, with the party assuming the debt to hold the other party harmless therefrom:

DESCRIPTION	APPX. AMOUNT	TO TREVOR	TO SARA
AFCU Visa 8377	\$3,831		X
AMEX 1012	\$22,089		X
Capital One Visa 3203	\$3,119		X
Capital One Visa 1510	\$9,584		X
Capital One Visa 5753	\$7,861		X
Citi Visa 3531	\$22,619		X
Citi Visa 3802	\$16,336		X
Citi Personal Loan	\$14,857		X
Citi Personal Loan	\$15,558		X
Home Depot Visa	\$1,653	X	

20. Neither party shall increase any of the foregoing debts which appear in the parties' joint names and shall promptly close the account once paid. With respect to the Home Depot Visa and CitiBank accounts showing in Trevor's name, the shall cooperate in closing these accounts as to any new purchases or cash advances.

21. Any debts separately incurred by either party for their own benefit after the date of filing of the Petition shall be allocated to the person responsible for incurring it, holding the other party harmless therefrom.

22. If any later joint debts are discovered, the party responsible for incurring the debt shall responsible for paying it.

Personal Property/ Vehicles/Toys

23. During the marriage the parties acquired various vehicles and other titled assets which are awarded as follows, with the party awarded the asset being responsible for any debt associated therewith, holding the other party harmless therefrom:

ASSET	TO TREVOR	TO SARA
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2021 Chevrolet Silverado	X	
2023 Jeep Grand Cherokee		X
2019 Polaris RZR	X	
Connex	X	
2019 Toy Hauler	X	
7x16 Wells Cargo Trailer	To be given to Teegan	
Dump Trailer	X	
2007 Polaris Snowmobile	X	
2007 Sharmac 22' Trailer	X	
Red trailer	X	
Teegan's dirt bike	To be given to Teegan	
Paislee's dirt bike	To be given to Paislee	

24. Any loans associated with the foregoing titled vehicles shall be refinanced as soon as practicable, but in any event, not later than 12 months following the date of entry of this Order.

25. In addition to the titled assets, the parties acquired various items of personal property such as household items, furniture, appliances, tools, recreational equipment and/or jewelry. The personal property has already been divided and each party is awarded all items in their respective possession.

26. During the marriage, the parties acquired an interest in the following business entities:

- a. Studio 921, LLC;
- b. Wild Oak Salon, Co.; and
- c. Wild Oak Real Estate, LLC.

27. Excluding the 2021 Chevrolet Silverado which is currently titled to one of the businesses, the parties' marital interest in each of the foregoing businesses and any assets belonging to those businesses are awarded to Sara as her sole and separate property, holding Trevor harmless for any debts or obligations associated therewith. Moreover, as soon as reasonably practicable but in any event, not later than 12 months following the date of entry of the final Decree of Divorce in this matter, Sara shall cause Trevor to be released as a guarantor or co-signer on any loans associated with the businesses. Any business equipment which Trevor is in possession of or which Sara cannot access except through Trevor, shall be delivered or made available for Sara upon her reasonable request.

Miscellaneous

28. Any and all property and money received or retained by either party pursuant to the divorce should be deemed the separate property of such party free and clear of any right, interest or claim of the other party, including the right to inherit or to be named as a beneficiary except as specifically awarded therein, and each party should have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

29. The parties shall cooperate in all respects to exchange, sign or deliver documents, or otherwise take such other and further actions are necessary to effect the provisions appearing herein.

30. Sara's former surname of Turner is restored to her if she so chooses.

31. The parties shall each be responsible to pay their respective costs and attorney fees incurred in this matter.

END OF ORDER

Entered by the Court on the date indicated by the Court's Seal at the top of the first page

Approved as to form:

ESPLIN | WEIGHT

/s/Scott Weight
Scott Weight
Attorneys for Respondent
(Electronically signed with written
Permission of Scott Weight on 9/15/24)

CERTIFICATE OF DELIVERY

I hereby certify that on this 18th day of September, 2026, pursuant to Rule 5(b)(1) (a)(i), I caused a true and correct copy of the foregoing **Decree of Divorce** to be delivered via Utah State Bar electronic GreenFiling system to each of the following:

Scott Weight
ESPLIN | WEIGHT
scott@esplinweight.com

/s/ Brady T. Gibbs

