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

**STATE OF UTAH**

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| <p>IN THE MATTER OF THE MARRIAGE OF</p> <p><b>JASON TURNER,</b></p> <p>Petitioner,</p> <p>And</p> <p><b>CAROLINE TURNER,</b></p> <p>Respondent.</p> | <p><b>DECREE OF DIVORCE</b></p> <p>Case No. 264401340</p> <p>Judge Roger W Griffin</p> <p>Commissioner Dustin Hardy</p> |
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This matter comes before the Court pursuant to the parties' Amended 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:

1. Petitioner is the Father of the minor child (hereinafter referred to as "Father" or "Jason").
2. Respondent is the Mother of the minor child (hereinafter referred to as "Mother" or "Caroline").

**PARENTING PLAN**

3. The parties have the following minor children together: A.I.T. (born 09/13/2008); O.M.T. (born 04/14/2011); A.J.T. (born 05/28/2014).

4. **Legal Custody**. The parties shall have joint legal custody of the minor child and use the terms herein and Utah Code Ann. 81-9-202 as a parenting plan and be bound to abide thereby. Minor and day-to-day decisions will be made by the parent exercising parent time. The parties shall mutually discuss all major decisions in the child's life regarding health, safety, religion, and education. The parties will keep each other informed of the activities, events, and appointments in the child's life.

5. **Decision-Making and Dispute Resolution**. Each parent should have the right to make day-to-day decisions concerning the child while in the care of that parent. Each parent shall also have the right to make emergency decisions regarding the child's safety or health while in the care of that parent. For all other decisions regarding the child, the parties shall comply with the following dispute resolution plan:

Step 1: The parties shall make a good faith effort to cooperate and work together to make joint decisions that are in the best interest of their child. The parties shall communicate with each other and discuss the issue(s) before either parent makes a decision.

Step 2: 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: 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 children.

**6. Communication with the child.** Each parent shall be entitled to enjoy telephone, video conference, email, letters, or other alternative forms of contact with the child at reasonable times and places. Each parent shall provide access to the child while in his or her care to facilitate such communication. Further, the child may choose to initiate communication with either parent at any time of the child's choosing. Neither parent shall speak derogatorily about the other parent to the child (either in person, over the phone or in writing) or to another person within the hearing or in the presence of the child. Neither parent shall allow any third party to speak derogatorily about the other parent within the hearing or in the presence of the child.

**7. Communication between parents.** Each parent shall notify the other parent as soon as reasonably possible in the event of a medical or other emergency concerning the child. Each parent shall provide the other with a current address, phone number and email address within 24 hours of any change. Each parent shall provide the other with the name and contact information for any surrogate care providers for the child. Whenever either parent intends to travel out of the state with the minor child, he or she shall provide the other parent with an itinerary of travel dates and locations. All communications between the parties shall be civil, and neither parent shall threaten, harass, or speak derogatorily or crudely to the other parent.

**8. Participation.** Both parents shall be entitled to attend and participate as appropriate in any significant school, social, sports, religious or community functions in which the children are participating or being recognized.

**9.                    Access to records.** Each parent shall be entitled to complete access to all educational, medical, religious or other records of the minor children. Each party should be listed as a parent for purposes of school contact or medical care provider contact for the children.

**10.                  Physical Custody.** The parties shall have joint physical custody of the parties' minor children. The parties agree to a parent-time schedule of 111 overnights to Father and 254 overnights to Mother and shall be a nesting arrangement on a schedule as they agree. The Marital Home, located at 196 W. 480 S., Orem, Utah, will be used as the home base for the nesting arrangement. The parties shall re-evaluate the nesting arrangement one (1) year from July 1, 2026 and should either party request it, the parties agree they will mediate on a new or altered parenting-time arrangement.

**a.   Nesting Rules and Arrangements.** During the Nesting Period:

- i.    Neither party shall provide a key or other means of access to the Marital Home to any third party without the other party's prior consent.
- ii.   Each party shall ensure that the Marital Home is properly secured and locked when leaving the property.
- iii.   Neither party shall enter the other party's designated bedroom or access the other party's personal belongings without prior written consent. Written consent may be provided for purposes including cleaning or temporarily using the bedroom as a guest bedroom.

- iv. Each party shall maintain the Marital Home in a reasonably clean and orderly condition and shall perform reasonable household chores during his or her respective occupancy.
- v. The parties shall maintain clear and reasonable communication regarding the Marital Home and shall promptly address with one another any issues or concerns arising during the Nesting Period.

**11. Transportation.** The parties will share transportation equally as the parties may hereafter agree. If the parties are unable to agree, the receiving parent who is beginning parent time will pick up the child at school or at the residence of the other (except for a parent with overnight parent time will be responsible to drop the child off at school, if school is in session at the time for the exchange). A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the sending parent and the child are aware of the identity of the individual, and the receiving parent will be with the child by 7:00 PM. See Utah Code 81-9-302(7).

**12. Holidays.** The holiday schedule shall be as the parties agree and with input from the minor children, such that they may give their preference on where they wish to spend each holiday. If the minor children do not express a preference, or if they are unable to agree, then according to Utah Code Ann. Sec 81-9-305 as follows:

| <i><b>Even<br/>Years</b></i> | <i><b>Odd<br/>Years</b></i> | <i><b>Holiday and Time</b></i>                                                  |
|------------------------------|-----------------------------|---------------------------------------------------------------------------------|
| Mother                       | Father                      | <b>Martin Luther King Jr. Holiday</b> after school on the Friday before holiday |

|        |        |                                                                                                                                                                                                                                                                                                                    |
|--------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        |        | to Tuesday morning with drop off to school                                                                                                                                                                                                                                                                         |
| Father | Mother | <b>President's Day</b> after school on the Friday before holiday to Tuesday morning with drop off to school                                                                                                                                                                                                        |
| Mother | Father | <b>Spring Break</b> after school on the day school lets out to the day school resumes with drop off to school on the day school resumes                                                                                                                                                                            |
| Father | Mother | <b>Memorial Day</b> after school on the Friday before holiday to Tuesday morning with drop off to school, or 9 a.m. if there is no school                                                                                                                                                                          |
| Mother | Father | <b>July 4th</b> 9 a.m. the day before holiday to the day after at 6 p.m.                                                                                                                                                                                                                                           |
| Father | Mother | <b>July 24th</b> 9 a.m. the day before holiday to the day after at 6 p.m.                                                                                                                                                                                                                                          |
| Mother | Father | <b>Labor Day</b> after school on the Friday before holiday to Tuesday morning with drop off to school                                                                                                                                                                                                              |
| Father | Mother | <b>Columbus Day</b> after school on day before holiday to the day after the holiday with drop off to school                                                                                                                                                                                                        |
| Mother | Father | <b>Fall Break</b> from 6 p.m. on the day school lets out with drop off to school on the day school resumes                                                                                                                                                                                                         |
| Father | Mother | <b>Halloween</b> (on October 31 <sup>st</sup> or the day Halloween is traditionally celebrated in the local community) from after school until the following morning with drop-off to school, or 9 a.m. if school is not in session) or, beginning at 4 p.m. until 9 a.m. the following day if not on a school day |

|        |        |                                                                                                                                                                                              |
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| Mother | Father | <b>Veteran's Day</b> after school on day before holiday to the day after the holiday with drop off to school                                                                                 |
| Father | Mother | <b>Thanksgiving</b> after school on the day school lets out to the day school resumes with drop off to school                                                                                |
| Mother | Father | <b>First Half of Christmas Vacation, including Christmas Eve and Christmas Day</b> beginning after school the day school lets out until 7 p.m. on December 27 <sup>th</sup> .                |
| Father | Mother | <b>Second Half of Christmas Vacation</b> , beginning 7 p.m. on December 27 <sup>th</sup> until the day school resumes, with drop off to school.                                              |
| Mother | Father | <b>The day before or after child's birthday</b> from after school or 9 a.m. if school is not in session until the next morning with drop off to school or 9 a.m. if school is not in session |
| Father | Mother | <b>Child's actual birthday</b> from after school or 9 a.m. if school is not in session until the next morning with drop off to school or 9 a.m. if school is not in session                  |
| Father | Father | <b>Father's Day</b> 9:00 a.m. on the holiday to the day after at 9 a.m.                                                                                                                      |
| Mother | Mother | <b>Mother's Day</b> 9:00 a.m. on the holiday to the day after with drop off to school                                                                                                        |

**13. Summer.** Each parent shall have two (2) weeks of parent-time during the summer. Notice of a parent's extended parent-time shall be communicated on or

before May 1 of each year. If both parties want extended parent-time during the same time of the summer, Mother shall have priority in odd years and Father shall have priority in even years. If only one parent communicates their extended parent-time prior to May 1, then that parent shall have priority for their extended parent-time. If neither parent communicates their parent-time before May 1, then the parent who communicates their parent time first shall have priority for their extended parent-time. Extended parent-time may not override the other parent's holiday parent-time during the summer.

**14. Right of First Refusal.** Parental care shall be presumed to be better care for the child than surrogate care and the court shall encourage the parties to cooperate in allowing the other parent, if willing and able to transport the child, to provide the childcare. Utah Code 81-9-202(13). "Surrogate care" means care by any individual other than the parent of the child. Each party shall have the first right to provide care for the minor children before nonparties are allowed to do so, and both parents shall have an ongoing affirmative duty on each party to give reasonable notice of childcare and a party's availability to provide such, when such care is needed for a period of overnight or longer.

**15. Relocation.** If either parent subsequently moves more than 70 miles away from the other parent, he or she shall comply with the notice provisions of Utah Code section 81-9-209, including providing 60 days advance written notice of the intended relocation to the other parent. Either parent may then motion the court to review custody and parent-time pursuant to Section 81-9-209. However, the parties

shall use their best efforts to come to an agreement as to custody and parent-time, either on their own or through mediation, prior to filing a motion with the court.

**16.           Travel:** When the minor child is traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) an itinerary of travel dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. See Utah Code 81-9-202(19).

**17.           Modification.** Neither parent may initiate court action to modify the provisions of this Parenting Plan without making a good faith effort at mediation. 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.

**18.           Mutual Restraining Orders:** Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the child for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the children about the issues in this matter, or from attempting to influence the child's preference regarding custody or visitation. As used in this paragraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not. Neither party will interrogate or "pump" the child for information about the parent's parent time or regarding the potential significant relationships of the other party. Both parties should be restrained from making visitation arrangement through the children.

Neither party shall use corporal punishment as a form of discipline on the child. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child. Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 24 hours prior to or during parent time with the child. For the preceding sentence, "alcohol in excess" shall be defined as using alcohol in excess of the legal driving limit in the State of Utah. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

**19. Romantic Partners:** The parties agree to mutually discuss and agree to the introduction of any romantic partners to the minor children prior to the children meeting a new partner but shall not unreasonably or without good cause withhold agreement.

**20. Divorce Education Classes:** If either party has not taken the required divorce classes, he or she will do so within 30 days and provide proof to the other party and to the court.

#### **FINANCIAL SUPPORT OF THE CHILDREN**

**21.** Father has a gross monthly income of \$13,786.00. Mother has a gross monthly income of \$4,069.00. Effective September 01, 2026, child support is awarded to Mother in the amount of \$2,057.00 per month pursuant to the child support guidelines and awarding 111 overnights to Father and 254 overnights to Mother.

- a. Child support shall be paid monthly on the 15th of each month. Either party may bring the decree to the Office of Recovery Services to begin automatic withholding for child support and alimony.
- b. Each party shall notify the other within thirty (30) days of any change of income.
- c. The court's child support order may be subsequently modified pursuant to the provisions of Utah Code section 81-6-212.
- d. Pursuant to the Child Support Guidelines, the base monthly child support award is automatically adjusted or terminated when a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

**22. Childcare Expenses.** The parties agree that there are presently no work-related childcare expenses. If work-related childcare expenses are incurred in the future, Utah Code section 81-6-209 shall apply.

**23. Insurance coverage.** Health care coverage for the medical expenses of any minor child shall be provided by a parent. See Utah Code 81-6-208 "Health care coverage" means coverage under which medical services are provided to a dependent child through: (a) fee for service; (b) a health maintenance organization; (c) a preferred provider organization; (d) any other type of private health insurance; or (e) public health care coverage. Either parent shall provide insurance for the medical expenses of their minor child(ren) if such insurance is available to that parent at a reasonable cost. See

Utah Code 81-6-208(3)(b). The parties anticipate the minor children remaining on Mother's insurance.

**24.           Designation of Primary Insurance.** If, at any point in time, a 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 children and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent children. 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 children.

**25.           Medical and Dental Out-of-Pocket Costs:** Each parent shall equally share the children's portion of the monthly insurance premium costs, and all other reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a dependent child, including deductibles and copayment. Utah Code 81-6-208. A parent who incurs such medical expenses for the minor children, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses.

**26.           Division of Accounts:** Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that a medical/dental or school expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce at or before the day on which the service provider first renders medical/dental services or issues a bill for school fees.

**27.           Extracurricular Expenses.** Each parent shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any extracurricular activities in which both parents agree in writing that the minor child may be involved. The parent 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. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the children attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time.

**28.           School Expenses.** Each parent shall be ordered to assume and be responsible for fifty percent (50%) of any required out-of-pocket school expenses incurred during the time leading up to and including high school. The parent incurring the out-of-pocket school expense shall submit to the other parent an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other parent within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

**29.                Children's Cellular Telephones.** Father shall maintain the minor children's cellular telephones on his cellular telephone plan. Mother shall pay the cost attributable to her own telephone and fifty percent (50%) of the cost attributable to the children's telephones until each child reaches eighteen (18) years of age and graduates from high school.

**30.                Tax Filing Assignment.** Mother will claim O.T. each year on her federal and state income tax returns. Father will claim A.T. each year on his federal and state income tax returns. Once O.T. is no longer eligible to be claimed as a dependent, the parties will alternate claiming A.T., with Mother claiming A.T. for odd-numbered tax years and Father claiming A.T. for even-numbered tax years.

a. Either parent's right to claim any child on the tax returns for any particular tax year is subject to being current on all child support obligations by December 31st of the particular tax year. Utah Code 81-6-210(4)(a).

b. Either parent's right to claim the child on the tax returns for any particular tax year is subject to claiming the child resulting in a tax benefit in any particular tax year. Utah Code 81-6-210(3)(b).

c. If a parent cannot claim the child on his/her returns for a particular tax year, then the other parent is automatically entitled to claim the child on his/her returns for that year.

### **SPOUSAL SUPPORT**

**31.                Spousal Support:** Starting October 1, 2026, Father shall pay Mother alimony as follows:

- \$3,000.00 per month through August 2028.
  - \$2,000.00 per month beginning September 2028 and continuing through August 2032.
  - \$1,000.00 per month beginning September 2032 and continuing through August 2036.
- a. Alimony support shall be paid in full on the 1<sup>st</sup> of each month. Alimony shall automatically and permanently terminate (1) on August 31, 2036, (2) upon full balance payment as described herein; (3) upon the remarriage of Mother, (4) upon the cohabitation of Mother, or (5) upon the death of either party, whichever occurs first.
- b. Father may, at any time, pay the entire remaining unpaid balance of spousal support in a lump sum calculated by applying a six percent (6%) discount to the remaining scheduled balance.

### **REAL PROPERTY**

**32. Real Property: Marital Home.** During the course of the marriage, the parties acquired a marital residence located at 196 W. 480 S., Orem, Utah (the “Marital Home”). Beginning July 1, 2026, the parties shall utilize the Marital Home pursuant to a nesting arrangement for a period of one (1) year (the “Nesting Period”). At the conclusion of the initial Nesting Period, the parties shall discuss whether to continue the nesting arrangement and, if so, the duration of any continued arrangement.

- a. If and when the nesting arrangement ends, Mother shall have the right to remain in the Marital Home until the parties’ youngest child turns eighteen (18) years of age or graduates from high school, whichever

occurs later, unless an earlier sale or buyout is triggered as provided herein. At that time, the Marital Home shall be listed for sale unless one party has previously purchased the other party's interest pursuant to this Section. Mother shall be awarded all furnishings located in the Marital Home.

**b.** Upon any sale of the Marital Home, \$200,000.00 of the net equity shall first be allocated to Father as reimbursement for the down payment contributed from his trust. The remaining net equity shall thereafter be divided equally between the parties.

**c.** Either party may purchase the other party's interest in the Marital Home at any time before the required sale date. The value of the Marital Home shall be determined by mutual agreement or, if the parties are unable to agree, by a mutually agreed-upon independent appraiser. The buyout amount shall be calculated using the appraised value, less the outstanding mortgage and other agreed liabilities associated with the property, with Father first receiving credit for the \$200,000.00 reimbursement described above and the remaining equity divided equally between the parties. The purchasing party shall refinance the property within a reasonable period of time and remove the other party from all liabilities secured by the property.

**d.** If both parties desire to purchase the other party's interest in the Marital Home, the parties shall first attempt to mutually agree upon which party will purchase the property. If they are unable to agree, they

shall mediate the issue. If no agreement is reached through mediation, the Marital Home shall be listed for sale.

**e.** In connection with any sale or buyout of the Marital Home, the parties shall use a mutually agreed-upon independent appraiser to determine the fair market value of the property.

**f.** If the Marital Home is listed for sale, the parties shall accept any bona fide and otherwise reasonable offer within ten percent (10%) of the appraised value, unless otherwise agreed in writing.

**g.** If Mother remarries or begins cohabiting with a romantic partner before the parties' youngest child turns eighteen (18) years of age or graduates from high school, whichever occurs later, such event shall terminate Mother's right to remain in the Marital Home and trigger the parties' buyout rights under subsection (d). If neither party purchases the other party's interest, the Marital Home shall be listed for sale. Upon sale, the proceeds shall be distributed pursuant to subsection (b).

**h.** In connection with any sale of the Marital Home, Father may serve as the listing agent for the property. If Father serves as the listing agent, he shall not charge or receive a real estate listing commission for his services.

**i.** For so long as both parties remain on title to the Marital Home, the parties shall each pay fifty percent (50%) of the monthly mortgage payment. The parties shall also each pay fifty percent (50%) of the cost of any necessary or mutually agreed-upon maintenance or repair

exceeding \$500.00. Mother shall be responsible for all utilities, property taxes, homeowners' insurance, and maintenance or repairs costing \$500.00 or less.

j. Improvements and Alterations. Neither party shall make any material improvement, renovation, addition, or alteration to the Marital Home without the prior written agreement of the other party. Any improvement, renovation, addition, or alteration made without such written agreement shall be made solely at the expense of the party undertaking the work, and that party shall not be entitled to reimbursement, contribution from the other party, or any credit or adjustment from the equity in the Marital Home upon a sale or buyout.

k. Failure to Pay Property Obligations. If either party fails to timely pay any portion of the mortgage, maintenance, repair, or other expense for which that party is responsible under this Section, the other party may pay the unpaid amount to prevent default, late fees, damage to the property, or other adverse consequences. Any amount paid on behalf of the nonpaying party shall constitute a credit in favor of the paying party and shall be reimbursed from the nonpaying party's share of the equity upon any sale or buyout of the Marital Home. Any such reimbursement shall be made before distribution of the remaining equity between the parties.

**33. Real Property: Provo House.** The Provo House located at 277 S. 1680 W., Provo, Utah, shall be awarded to Father and all the equity therein. The Provo House

shall be used in connection with the parties' nesting arrangement during the first year following entry of the Decree of Divorce in that the parent not having parent-time with the Minor Children shall reside in the Provo Home. The parties shall reevaluate its use after one (1) year from July 1, 2026. Father is presently the only party named on the title and shall be responsible for all utilities and repairs associated with the property. The parties shall further define the boundaries applicable to the use of the Provo House as they mutually agree in writing. The parties shall mediate any issues regarding the home that they are not able to agree upon.

**34. Real Property: Rental Property.** The parties acquired other rental and investment properties during the marriage and they shall be awarded as follows:

- a. Lake House.** The home is located at 498 S 940 W, Orem, UT. This home, furnishings, and all equity therein shall be awarded to Caroline.
- b. Orem House.** The home is located at 792 W 400 S, Orem, UT. This home, furnishings, and all equity therein shall be awarded to Caroline.
- c. Fairview Cabin.** This home, furnishings, and all equity therein shall be awarded to Jason.
- d. Fairview Lot.** This vacant land shall be awarded to Jason.
- e.** Within sixty (60) days after entry of the Decree of Divorce, the parties shall execute all documents necessary to transfer title to and assign ownership of the Rental Properties as provided herein.

### **VEHICLES**

**35. Vehicles.** The parties have acquired certain vehicles which will be awarded as follows:

| Vehicle:           | Awarded to: |
|--------------------|-------------|
| 2025 Toyota Camry  | Caroline    |
| 2024 Toyota Tundra | Jason       |
| 2019 Infinity QZ80 | Jason       |
| Snowmobile         | Jason       |

- a. The 2025 Toyota Camry shall be awarded to Mother free and clear of any claim by Father. There is no loan balance associated with the vehicle. Father's name shall be removed from the title within thirty (30) days after entry of the Decree of Divorce.
- b. The 2024 Toyota Tundra shall be awarded to Father free and clear of any claim by Mother. There is no loan balance associated with the vehicle.
- c. The 2019 Infiniti QX80 shall remain titled in Father's name and shall be maintained for the children's use. The parties shall each pay fifty percent (50%) of the vehicle's maintenance, insurance, and registration expenses.

38. **Recreational Vehicles and Other Property.** Father shall be awarded the MasterCraft surf boat, CF Moto four-wheeler, Polaris side-by-side, 2021 Sea-Doo Wake Pro, and 2023 Sea-Doo Wake Pro, free and clear of any claim by Mother. Father shall be solely responsible for any expenses, liabilities, registration, insurance, maintenance, or other obligations associated with those items and shall hold Mother harmless therefrom.

### **PERSONAL PROPERTY**

36. **Personal Property.** The parties are each awarded their own personal property, including but not limited to clothes, jewelry, premarital property, personal effects, books, paperwork, journals, and personal property acquired after separation. The parties shall divide their marital property as they agree and if they are unable to agree they shall mediate the issue.

### **FINANCIAL ACCOUNTS AND DEBTS**

**37. Financial Accounts.** During the marriage, the parties acquired certain financial accounts. which shall be divided and awarded as follows:

| ACCOUNT                      | AWARDED TO:                                                                                                                                                                                 |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MACU Personal Checking #8348 | Current funds split 50/50, account awarded to Jason                                                                                                                                         |
| MACU Rental Checking #8420   | \$5,200.00 shall first be allocated to Caroline for rental deposits. The remaining balance shall be divided equally between the parties, after which the account shall be awarded to Jason. |
| MACU Investment Checking     | The account shall be awarded to Jason                                                                                                                                                       |
| Charles Schwab Brokerage     | Current funds split 50/50, account awarded to Jason.                                                                                                                                        |
| Vidio Lab Checking           | Current funds split 50/50, account awarded to Jason                                                                                                                                         |
| Vidio Lab Savings            | Current funds split 50/50, account awarded to Jason                                                                                                                                         |

**38. Retirement Accounts.** The parties do not have any retirement accounts that need to be awarded. Should any accounts be discovered, they shall be awarded the accounts in their own names.

**39. Business Interests.** The parties acquired certain business and investment interests during the marriage. Jason shall be awarded one hundred percent (100%) of all right, title, and interest in the following entities and investments, free and clear of any claim by Caroline: Hive Real Estate LLC; Vidio Lab; CAS Holdings partnership interest; Stone Investment Group partnership interest; Snap Sale LLC; VCP Fund partnership interest; VEOX private equity interest; Continental.

**40. Debts.** The Citibank credit card, which presently has a zero balance, shall be assigned to Father. Mother shall be removed as an authorized user, joint account holder, or other obligor on the account. Except as otherwise provided herein, the parties

have divided their marital debts and represent that there are no other marital debts requiring distribution.

**41.**    Other Debts: Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear.

**42.**    Joint Debt Limit and Refi Obligation: No additional amounts of debt may be added to or charged to any debt, credit card, or line of credit that is associated with or in the opposing party's name without his or her written consent. The party assigned to pay for any debt will have an ongoing duty to keep the debt current and to refinance the debt out of the other party's name as soon as possible. Once the debt is paid off, the other party's name shall be removed from the account or the account shall be closed.

**43.**    Hold Harmless: Each party will hold the other harmless on the debts ordered to be paid by him or her.

**44.**    Creditors: The parties understand that for joint debts upon entering the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

**45.**    Notification to creditors: Pursuant to Utah Code 15-4-6.5, the party under the obligation to pay a debt shall provide a copy of the parties' Decree of Divorce to all joint creditors of the parties existing at the time of the entry of the divorce and notify the creditors regarding the parties' separate current addresses.

**46.**    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.

**47. Refinance:** Each party shall offer their best efforts to remove each other from any debts, obligations, loans, etc. by refinance or otherwise and put the loan or obligation solely in their respective name, and to assume responsibility for and release any financial burden from the other party.

#### **MISCELLANEOUS PROVISIONS**

**48. Former Name:** Caroline's name may be restored to her maiden name of "Rowe", if she so desires.

**49. Documentation Cooperation:** Each party shall be ordered to sign any and all documents as are required to implement the provisions herein upon request.

**50. Mediation:** Prior to or concurrent with a Petition to Modify being filed to change any provision of a final decree, the parties must first make a good faith attempt to offer to resolve the issue through mediation, for which both parties will share the cost equally.

**51. Attorney Fees:** Each party will pay his or her respective attorney fees.

IT IS SO ORDERED.

Approved as to form:

/s/ Jason Turner\*

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Jason Turner  
*Petitioner*

/s/ Caroline Turner\*

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Caroline Turner  
*Respondent*

\* Electronically signed with permission. Original e-signature on file with the Aryno Law Firm.

**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 29<sup>th</sup> day of September, 2026 she filed the foregoing DECREE OF DIVORCE using the Court's electronic filing system. The following were served via email:

Dawna Bentley  
Peaceful Divorce solutions  
dawna@peacefuldivorcesolutions.com

Jason Turner  
lov2snobrd@gmail.com

Caroline Turner  
limabean45@hotmail.com

/s/ Keyler Masinelli

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