The Order of the Court is stated below:
Dated: November 02, 2026 04:15:52 PM **/s/** THOMAS LOW
District Court Judge

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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: EARL RAY JENKINS, Petitioner, and JOANNA CATHERINE JENKINS, Respondent.	**DECREE OF DIVORCE** Case No. 264401576 Judge Thomas Low Commissioner Marla Snow

This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was previously filed. The Court having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

GROUNDS FOR JURISDICTION

1. Father is a resident of Utah County, Utah.

2. Mother is a resident of Utah County, Utah.

3. The parties were married on September 24, 2005, and are presently married.

4. The parties have one minor child together: C.J., Born June 28, 2012.

5. Utah is the home state of the minor child under Utah Code Ann. § 78B-13-201.

6. Pursuant to Utah Code Ann. section 78B-13-209, the parties state that:

a. The parties have not participated, as a party, witness, or in any other capacity, in any other litigation concerning the custody of the minor child in this or any other state.

b. The parties do not have any information of any custody proceeding concerning the child pending in a court of this or any other state; and

c. The parties do not know of any person not a party to the proceeding who has physical custody of the child or claims to have custody or visitation rights with respect to the child.

GROUNDS FOR DIVORCE

7. The parties have suffered irreconcilable differences making continuation of the marriage impossible.

CUSTODY

8. The parties agree to joint physical and legal custody of the minor child, consistent with the Memorandum of Understanding from their mediation on April 10, 2026.

PARENTING PLAN

9. Parent-Time Schedule. The parties agree to share joint physical custody on a 50-50 basis using a 2-2-5-5 schedule.

10. Father shall exercise overnight parent time each Monday and Tuesday. Mother shall exercise overnight parent time each Wednesday and Thursday. The parties shall alternate every other Friday thru Sunday as shown in the chart below.

	MON	TUES	WED	THURS	FRI	SAT	SUN
WEEK 1	FATHER	FATHER	MOTHER	MOTHER	MOTHER	MOTHER	MOTHER
WEEK 2	FATHER	FATHER	MOTHER	MOTHER	FATHER	FATHER	FATHER
WEEK 3	FATHER	FATHER	MOTHER	MOTHER	MOTHER	MOTHER	MOTHER
WEEK 4	FATHER	FATHER	MOTHER	MOTHER	FATHER	FATHER	FATHER

11. Transportation. School-to-school exchanges when school is in session. When school is not in session, the exchange shall occur curbside at the residence of the receiving parent at 9 a.m. Neither party shall linger at the other party's home during or after an exchange.

12. Telephone and Virtual Contact. Each parent shall permit reasonable, uncensored communication between the child and the other parent.

13. Summer Time. Summer parent-time may be exercised in two consecutive, uninterrupted weeks by each parent. In odd-numbered years, Father shall make his election by May 1. In even-numbered years, Mother shall make her election by May 1. The parent selecting second shall provide their election by May 15.

14. Holidays. Holiday parent-time shall follow Utah Code § 81-9-303 unless the parties agree otherwise. Mother is designated the custodial parent for holiday purposes only.

15. Special Events. Each parent shall make the child reasonably available for significant family events.

16. Relocation. Should either party move more than 150 miles from the other party, the parties shall comply with Utah Code § 81-9-209.

17. Legal Custody. The parties shall have joint legal custody of the minor child. The parties shall both have access to medical records, school records, court records, and any other information or records concerning the child. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If there is a dispute regarding a major decision concerning the child's general welfare, education, discretionary medical treatment, or religious training, the parties stipulate that they will discuss the circumstances with relevant professionals. If the parties still

cannot come to an agreement, it shall be submitted first to a mutually agreed upon mediator and the parties shall participate in at least one good faith mediation session. The parties shall share equally the cost of the mediation unless otherwise agreed. If the parties still cannot agree after attending mediation, either party may seek Court review. If the Court finds that a parent has used or frustrated the dispute resolution process without good reason, the Court may award attorney fees and financial sanctions to the prevailing parent.

18. Access to Records. Both parties shall have full access to school, medical, and other records.

19. Day-to-Day Decisions. Each parent may make routine decisions during their parent-time.

20. Notification of Child's Events. Each parent shall share information the other cannot reasonably obtain.

21. Travel. Travel information such as dates, locations, and contact information must be provided 24 hours before departure.

22. Communication. The parties shall communicate directly and remain civil. The parties shall not use the minor children to communicate with the other party.

23. Mutual Restraining. The parties shall not disparage, harass, or threaten one another.

24. First Right of Refusal. If either parent is unable to personally care for the minor child overnight during their scheduled parent-time due to travel, work obligations, illness, or any other absence, they shall first offer the other parent the opportunity to care for the minor child before arranging third-party care. The party responding shall promptly respond to such requests.

CHILD SUPPORT

25. Child support shall be calculated under Utah Code § 81-6-107. Father's gross monthly income is $5,925. Mother is imputed at $5,925. Father would pay $11 per month. Because this is such a de minimis amount, and based on the parties' stipulation, there shall be no child support paid to either party.

MEDICAL

26. The parties shall follow the provisions stated in Utah Code Ann. section 81-6-208 in regard to health insurance for the minor child. The parties shall share equal responsibility for the payment of reasonable and necessary insured and uninsured medical and dental expenses of the dependent minor child, and if coverage is or becomes available at a reasonable cost, shall be required to purchase and maintain appropriate health, hospital, and dental care insurance for the dependent minor child.

a. If coverage is available at reasonable cost, Father shall be required to maintain health insurance for medical expenses for the benefit of the minor child. If health insurance is also available through Mother's employment at a reasonable expense, then Father's insurance shall be considered primary. The parties shall notify each other of any change in any insurance policy that will affect the minor child's coverage.

b. If both parties have insurance, then each party should be fully responsible for their own out of pocket premiums. If only one party has insurance, then the parties should be equally responsible for the costs of any out-of-pocket premium, otherwise not paid by the employer, to insure the minor child, each paying 50% of said premium. The child's portion of the premium should be a per capital share of

the premium actually paid. The premium expense for the child should be calculated by dividing the premium amount by the number of persons covered under the policy.

c. The parties should evenly divide and be responsible for all reasonable and necessary uninsured medical, dental, therapeutic, and pharmaceutical expenses, including deductibles and co-payments, incurred for the minor child.

d. The parties should provide written verification of the cost and payment of the medical expenses to the other party within 30 days of payment.

e. A party should be denied the right to receive credit for the expenses or to recover payment if the party seeking reimbursement fails to comply with the Subparagraph “d” above.

f. Each party should pay their portion of medical expenses within 30 days of notification.

27. For purposes of this section, “health, hospital, or dental insurance plan” has the same meaning as “health care insurance” as defined in Utah Code Ann. section 31A-1-301.

EXTRACURRICULAR ACTIVITIES AND SCHOOL EXPENSES

28. The parties shall equally share the costs for all extracurricular activities in which the parties’ minor child would like to participate and which the parties agree to in writing.

29. The parties shall equally share the costs for education expenses of the minor child, which include school registration fees, school lunches, school clothing, and miscellaneous school fees.

30. The parties shall send written verification of the expense within 30 days of the cost being incurred, and shall pay the same within 30 days of the written notification.

CHILDCARE EXPENSES

31. Given the age of the minor child, there shall be no exchange of childcare expenses.

TAXES

32. Dependency Exemptions. The parties shall alternate claiming the minor child. Father shall claim the child in even tax years; Mother shall claim them in odd tax years.

33. Joint Filing for 2026. The parties shall file married filing jointly for tax year 2026 and share any refund or liability equally.

ALIMONY

34. Neither party has need for alimony and therefore the parties stipulate that no alimony award shall be granted to either party. Any and all claims for alimony are waived by both parties now and in the future.

REAL PROPERTY

35. Mother shall have five (5) years from the date of entry of the Decree of Divorce to pay Father his portion of the equity in the Marital Home as calculated below The parties acknowledge that Mother’s continued residence in the home during this period is intended to

maintain consistency and stability for the minor child as he finishes school. Mother may pay Father at any time before the 5-year mark or may sell the home and pay Father from the sale proceeds.

36. If Mother remarries, cohabitates with a romantic partner, rents out the home, or ceases to be the primary resident, she shall pay Father his equity, as calculated below, within 90 days. If Mother is unable to pay Father his full equity amount, the home shall be immediately listed for sale.

37. Mother shall be responsible for routine maintenance and optional upgrades. Major repairs outside her control shall be shared equally. If a HELOC is used for major repairs, the parties shall share responsibility. Mother shall maintain insurance covering underground gas, water, and sewer lines.

38. No party may borrow more than one-half of the equity unless for major repairs and mutually agreed.

39. During the 5-year period, Father shall not enter the home without Mother's explicit invitation. In the event of an emergency, such as fire, flood, or other imminent threat to the property, Father may enter the home to prevent destruction or mitigate damage.

40. Upon receiving payment from Mother for his portion of the equity, Father shall sign a quitclaim deed transferring title solely to Mother. In the event of a sale, both parties shall sign any documents necessary to complete the sale.

41. Father's portion of the equity shall be calculated as follows:

a. The value of the home, determined by either an agreed-upon appraisal or the sale price if the home is sold;

b. Minus any realtor fees, closing costs, and mortgages if applicable;

c. Father is entitled to one-half of the equity.

42. If Mother becomes unable to make payments or otherwise cannot satisfy the equity obligation within the 5-year period, Father shall have the opportunity to buy out the home.

43. In the event of Father's death prior to receiving his portion of the equity, Father's half of the equity shall be split in half and placed into a trust for the parties' two child, to be distributed at a time Mother determines they are sufficiently responsible to receive it.

44. In the event of Mother's death during the five-year period before Father has been paid his portion of the equity, Father shall receive his equity within 90 days of Mother's death from Mother's estate. If the estate is unable to tender payment within that time, the home shall be immediately listed for sale, and Father shall receive his portion of the equity from the sale proceeds pursuant to the equity-calculation formula above.

PERSONAL PROPERTY

45. Mother receives heirloom furniture (as mutually agreed upon by the parties) and new couch. Father receives the better TV (at his choosing), video game equipment, paddleboard, and exercise machines.

46. Vehicles. Father should be awarded the Ford F-150. Mother will remain on the loan for the F-150 until it is paid off, but Father will be solely responsible for the payments. Once the vehicle is paid off, Mother will sign the title over to Father. Mother will be awarded the Subaru

Outback, which is paid off. The Chevy Tahoe, which is paid off, shall be given to the parties' oldest child.

FINANCIAL ACCOUNTS

47. The Acorns account shall be used for the eldest child's travel to Ohio. Remaining funds go to the child. The Chase Bank joint account ownership will be awarded to Father, but the funds of the checking account will go to Mother. All other accounts remain with the named owner.

48. Retirement Accounts. Father should be awarded his URS pension and Empower 403(b) account. Mother should be awarded her URS pension, URS 401k, and Empower 403(b). Neither party should have claim to the other's, either now or in the future.

DEBTS

49. The parties shall consolidate and share equally the debts listed below:

a. Chase credit card I -$11,000

b. Chase credit card II -$4,900

c. Care Credit credit card -$4,300

d. Home Depot credit card -$11,000

e. Apple credit card -$1,700

f. Target credit card -$2,900

g. Barclay's credit card -$2,000

h. Greensky (HV AC) loan -$3,100

i. IRS debt -$7,000

50. All undisclosed debts shall be the responsibility of the party that incurred the debt.

MISCELLANEOUS

51. The parties shall be civil, communicate directly, and comply with dispute-resolution procedures. Emergency relief may be sought if necessary.

52. Mother should have the option of restoring her maiden name to Norton, should she so desire.

ATTORNEY FEES

53. If either party attempts to re-litigate provisions without agreement, the non-moving party shall receive attorney fees.

MUTUAL RESTRAINTS

54. The parties agree as follows:

a) The parties shall not commit, try to commit, or threaten to commit any form of violence against the other party, including but not limited to stalking, harassing, threatening, physically hurting, or causing any other form of abuse or domestic violence against the other.

b) The parties shall not stalk each other digitally, physically or by any other means, including but not limited to following, monitoring, tracking, or interfering with the other's property, including through the parties' children.

c) Neither party shall go to the other party's residence without the invitation and/or consent of the other party.

d) Neither party shall use their children to deliver messages and neither party shall use the children as spies to collect information about the other party.

e) Neither party shall say or do anything including, but not limited to, speaking derogatorily about the other party in front of the minor children, that would tend to diminish the bond and relationship between the minor children and the other party.

f) Neither party shall allow third parties to transport the children without the explicit consent of the other party, excluding the use of Grandparents, Aunts, and Uncles for transportation. Neither party shall allow any third party with a history of DUI to drive the children.

g) Both parties will refrain from taking, sending, creating, or sharing any photos or videos of the other party to any third-party. If either party possesses explicit materials of the other, that party shall delete such materials immediately.

h) Both parties will refrain from communicating with third parties acting as the other individual.

i) Neither party shall access each other's personal devices without explicit written authorization.

j) Communication should be civil and limited to discussing only issues directly regarding the children (including calendaring events concerning the children, exchanging receipts for the children's expenses). Communication shall be in reasonable amounts and at reasonable times.

DOCUMENTS

55. Each party shall sign documents necessary to implement the Decree.

[The Court's Signature and Seal appear on the first page.]

Approved as to form:

/s/ *David Overson*
David Overson
Counsel for Petitioner

/s/ *Chelsea Hoffman*
Chelsea Hoffman
Counsel for Respondent
[E-signed with express permission given via email on 10/7/26]