The Order of the Court is stated below:
Dated: November 06, 2026 01:11:44 PM **/s/** KRAIG POWELL
District Court Judge

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

In the matter of the marriage of: ALYSE JAMES, and JEREMY MONTE JAMES.	**DECREE OF DIVORCE** Case No.: 264401375 JUDGE: POWELL COMMISSIONER: ITO

THIS MATTER comes before the Court for entry of Decree of Divorce. The Court, having entered its Findings of Fact and Conclusions of Law, considered the premises, reviewed the file and considered all matters herein, it is hereby ORDERED, ADJUDGED AND DECREED:

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

2. Marriage Statistics. Petitioner and Respondent were married on June 16, 2005, and are currently married.

3. Grounds for Divorce. The parties are awarded a decree of divorce based on

irreconcilable differences that have arisen during the marriage making the marital relationship impossible to continue.

4. **Children**. The parties are the parents of three children, two (2) of whom are minors, to wit: W.J.J., born January 25, 2010; and M.A.J., born March 1, 2012.

5. **Jurisdiction**. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §78B-12 et seq. (1953 as amended), in that Utah is the home state of the minor children at the time of commencement of this proceeding.

6. **Child Custody**. The parties are awarded joint legal custody of the children. Alyse is awarded sole physical custody of the children.

7. **Parent Time**. Jeremy's parent-time will be according to Utah 81-9-302. Alyse shall enforce Jeremy's parent-time by imposing reasonable discipline and sanctions against the children if they fail to attend Jeremy's parent-time. Jeremy's parent-time will not include overnights until he has his own residence and that residence will be suitable to accommodate the children. If Jeremy requests it, the parties will participate in family systems therapy to address the children's and Jeremy's relationship which has soured since the divorce was initiated. The parties will jointly pay the costs of family systems therapy. If family systems therapy is in place, Alyse will ensure the children participate, including the use of reasonable discipline and sanctions where and when needed.

8. **Parenting Plan**. The parties shall abide by the following parenting plan:

a. Communication with Child: due to the age of the children there will be no restrictions on a child's ability to contact and communicate with the parent who is not providing care for the

children so long as the contact and communication is not at unreasonable times and unduly disruptive to a parent’s parent-time.

b. All communications between the parents shall remain civil.

c. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

d. Regular school hours may not be interrupted for a school-aged child for the exercise of parent-time by either parent.

e. The court may make alterations in the custody/parent-time schedule to reasonably accommodate the work schedule of both parents.

f. 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.

g. Each parent shall notify the other within 24 hours of receiving notice of all significant school, social, sports, religious and community functions, and other similar activities in which the children are participating or being honored, and both parties shall be entitled to attend and participate fully.

h. Each parent shall have access directly to all religious records, school reports, childcare reports, cellular phone records, medical and health care records and any and all other records pertaining to the minor children, and each parent shall notify the other immediately by the other parent in the event of a medical emergency.

i. Each parent shall be listed as an equal, joint custodian of the children in all of the children'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.

j. Each parent shall provide the other with his current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

k. Best, good-faith efforts shall be made to ensure that activities for the minor children is not scheduled to conflict with the custody/parent-time schedule without first obtaining written permission from the parent whose time would otherwise be infringed.

l. Each parent may make day-to-day and emergency decisions for the children 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.

m. Each parent will assist in supplying personal items for the children. These items belong to the children, and the children shall be permitted to bring the items from one parent's home to the other parent's home. Items purchased by the other parent shall be returned with the children.

n. Both parties have access to the children while in school and have authority to check the child out of school.

o. Dispute Resolution. 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 until after following the dispute resolution process stated herein. Both parties agree to mediate and take advice of professionals if any. If the parties cannot reach a

resolution on the matter after following the procedures herein, then Alyse will have the final say in the matter.

9. **Child Support**. Jeremy's gross monthly income is $4,929. Alyse's gross monthly income is $8,304. Jeremy shall pay to Alyse $748 per month for child support, commencing the first day of the month following the entry of the Decree of Divorce.

10. **Medical Expenses**. In accordance with Utah Code Ann. §81-6-208, insurance for the medical, accident, vision, and dental expenses of the minor children shall be provided by both parties, if it's available at a reasonable cost.

11. If, at any 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 Father shall be considered the primary coverage for the child, and the health, hospital, or dental insurance plan of Mother shall be considered the secondary coverage for the child.

12. Except as otherwise set forth herein, each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. If both parents cover the minor child on their policies, neither party shall be entitled to reimbursement for the premium.

13. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments incurred for the

dependent child and actually paid by the parents.

14. Each parent who has obtained insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

15. Each parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

16. The parties shall follow Utah Code Ann. §15-4-6.7. Pursuant to Utah Code Ann. §15-4-6.7, §81-3-105, and §81-4-501, when a court order has been entered providing for the payment of medical and dental expenses of a minor child pursuant to Utah Code Ann. §81-9-302, §81-4-204, or §81-6-208, or an administrative order under §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code Ann. §70C-7-107, or report of the debtor’s repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full

that share of the medical and dental expenses required to be paid by the parent under the order.

17. Division of Accounts. Pursuant to Utah Code 15-4-6.7 and prior to service being initiated, each party will elect that providers for dental, medical and school expenses will create separate accounts for each party to pay their half of the costs separately.

18. Child Care Expenses. Due to the ages of the children no childcare is or will be needed.

19. Taxes. Jeremy shall have the right to claim the younger child on each of his tax returns commencing 2026 and thereafter, while Alyse shall claim the older child commencing the 2026 tax year and years thereafter. When only the younger child is available to be claimed on a parent's tax return, then Jeremy shall claim the child for the even numbered tax years and Alyse will claim the child for the odd numbered tax years.

20. Alimony. Jeremy is awarded alimony as follows:

a. Commencing on the 1st day of the month following entry of the Decree of Divorce through May 2028, Alyse will pay to Jeremy $748 per month.

b. Then, commencing June 1, 2028, and continuing through May 2030, Alyse will pay Jeremy $463 per month, at which time alimony will terminate.

c. Alimony will further terminate by operation of law – when Jeremy cohabits in a marital like relationship, remarries, or upon the death of either party.

21. Marital Real Property. The parties did acquire real property during the course of their marriage at 332 N 1690 E, Spanish Fork, UT ("home"). Alyse may purchase Jeremy's ½ interest in the home not later than 90 days from the entry of the Decree of Divorce as follows:

a. Alyse must pay Jeremy ½ of the equity which will be determined by the

following formula: (appraised value of the home at the time of the refinance - (mortgage + heloc))/2. Alyse must also withdraw an additional $10,000 which she will use to pay her parents back for the gifted downpayment on the home. Then, within 7 days of receiving his equity payment and after Alyse pays her $10,000 to her parents, Jeremy will also pay Alyse's parents $10,000, representing his ½ of the gifted downpayment.

b. If Alyse does not comply with the refinance as required herein and within the time required then the home shall be listed for sale by a mutually agreed upon real estate agent. The parties will take the advice of the real estate agent for listing price and what is a reasonable offer to purchase. The parties shall accept any reasonable offer to purchase the home. Each party will have full access to and information from the real estate agent during the time the real estate agent is contracted with them to sell the home. Upon sale of the home the proceeds will be used to pay the costs of the sale, the mortgage and HELOC, $20,000 to Alyse's parents and the remaining equity will be equally divided between the parties.

22. Personal Property. Each party is awarded their own personal effects, separate property and all premarital items of property obtained before marriage as well as all items of property obtained after the parties separate.

23. Marital Property. During the marriage the parties acquired personal property which shall be divided as follows:

a. 2005 Rockwood Trailer. During the marriage the parties acquired a 2005

Rockwood Trailer. No debt is owing for the vehicle. The vehicle is awarded to Jeremy.

b. 2008 Polaris Ranger. During the marriage the parties acquired a 2008 Polaris Ranger. No debt is owing for the vehicle. The vehicle is awarded to Jeremy.

c. 2009 Chevrolet Truck. The 2009 truck shall be gifted to the parties' son Wesley. Jeremy will be removed from the title to the vehicle so that it may be owned jointly by Alyse and Wesley for the purpose of keeping the auto insurance with Alyse's policy and rate.

d. Tracker Boat. During the marriage the parties acquired a Tracker boat. The boat is jointly owned by Jeremy and Alyse's father. Jeremy will relinquish his interest in the boat to Alyse for payment of $2,500. Alyse will pay Jeremy $2,500 within thirty days of signing the Stipulation. Jeremy will then take whatever action needed to transfer his title interest to Alyse within seven days of receiving the $2,500.

e. 2012 Rav 4. The 2012 Rav 4 shall be gifted to the parties' daughter Nichole. Jeremy will be removed from the title to the vehicle so that it may be owned jointly by Alyse and Nichole for the purpose of keeping the auto insurance with Alyse's policy and rate. Alyse will ensure that any outstanding loan for the vehicle is paid and will hold Jeremy harmless therefrom.

f. 2014 Rav 4. This vehicle is awarded to Alyse along with any associated

debts and obligations.

g. 2022 Chevrolet Truck. The truck is awarded to Jeremy along with the associated loan. Jeremy will refinance or assume the loan to remove Alyse from it within thirty days of signing the Stipulation. If necessary, Alyse will sign any and all documents to effectuate the transfer of the truck to Jeremy and for the completion of the loan refinance or assumption process.

h. Jeremy will be awarded all items of personal property on the list attached to the Stipulation and not "x'd" out, which are in Alyse's possession. Jeremy will remove his items from the home within thirty days of signing the Stipulation. Jeremy will further be awarded all items of personal property that are presently in his possession.

24. Debts. Each party shall be solely responsible for any debts incurred before marriage and/or after the parties separated from one another. The parties will pay their own debts and obligations. Other than the auto loans and encumbrances against the home, there are no joint debts to be divided.

25. Bank and Financial Accounts. During the marriage the parties acquired the following financial accounts:

a. The parties are awarded those financial accounts in their own names.

b. The joint accounts of the parties are awarded to a party as agreed, but if not agreed, then the accounts should be closed. A party that causes a joint account to be overdrafted will be responsible for the obligation.

c. There are accounts at Zion's Bank that were set up for the children. The funds in those accounts belong to the children. All child accounts, including the 18 year old's account, will be managed by Alyse and Jeremy will be removed from the accounts.

26. Retirement Accounts. The retirement and pension accounts of the parties are and will be divided as follows:

a. Jeremy has accrued a retirement and pension account with the State of Utah. Jeremy is awarded his retirement and pension accounts with the State of Utah.

b. Alyse has accrued a retirement and pension account with the State of Utah. Alyse is awarded her retirement and pension accounts with the State of Utah.

27. Maiden Name. Alyse should be restored to her maiden name of "Johnson" if she so desires.

28. Attorney's Fees and Costs. Each party shall pay their own attorney's fees.

Order becomes effective on the date when electronically signed by the court

APPROVED:

/s/ John Larsen_____
John Larsen
Signed by Scott Weight with permission on 9.28.26

CERTIFICATE OF SERVICE

I hereby certify that on October 2, 2026, I served a true and correct copy of the foregoing by the method indicated below to the following:

John Larsen
Attorney for Petitioner
e-filing

/s/ SCOTT WEIGHT_____