The Order of the Court is stated below:
Dated: November 06, 2026 01:14:04 PM **/s/** KRAIG POWELL
District Court Judge

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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH, PROVO DEPARTMENT

IN THE MATTER OF THE MARRIAGE OF: **HEATHER DEVLIN-JUAREZ**, Petitioner, and **JORDAN OMAR JUAREZ**, Respondent.	**DECREE OF DIVORCE** Case No. 264400852 Judge Kraig Powell Commissioner Dustin Hardy

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

1. The parties are granted a divorce on the grounds of irreconcilable differences pursuant to Utah Code §81-4-405(1)(h).

2. Petitioner is a bona fide resident of Utah County, State of Utah, and has been for at least three (3) months immediately prior to the filing of this action.

3. Jurisdiction and venue are proper in this Court because Utah is the children's "home state" because the children have lived here for at least six (6) months immediately prior to the filing of this divorce action and the children reside in Utah County.

4. The parties were married on July 23, 2010, and are presently married.

5. The parties separated on June 17, 2025.

PARENTING PLAN

6. The parties have the following minor children together: J.R.J Dob 08/06/2012, K.I.J Dob 04/24/2015, C.N.J Dob 09/09/2018.

7. **Legal Custody**. The parties are awarded joint legal custody of the minor children 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 children's lives regarding health, safety, religion, and education. The parties will keep each other informed of the activities, events, and appointments in the children's lives.

8. **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: The parties will consult with an expert in the field/area of disagreement such as a teacher, a pediatrician, ecclesiastical authority, etc for recommendations as to resolving the issues.

Step 3: 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 4: If the parties are still unable to agree, then either party may seek a court order regarding the disputed issue(s). The court shall have the final authority to decide the issue(s) as it determines is in the best interests of the child.

9. **Communication with the children**. Each parent shall be entitled to enjoy liberal telephone, Skype, 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.

10. **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 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.

11. **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 child are participating or being recognized.

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

13. **Physical Custody**. **Equal Parent-Time.** The parties are awarded joint physical custody of the minor child(ren) pursuant to an equal parent-time arrangement consistent with Utah Code §81-9-305. The parties agree to exercise equal parent-time on an alternating week-on/week-off basis.

Each parent's regular parent-time week shall begin on Friday at the conclusion of school and continue until the following Friday at the beginning of school, at which time the other parent's week shall begin. When school is not in session on the day of exchange, the exchange shall occur at 9:00 a.m.

When possible, exchanges shall occur through the child(ren)'s school so that the parent concluding parent-time shall deliver the child(ren) to school and the parent beginning parent-time shall receive the child(ren) after school.

The parties shall alternate weeks throughout the year unless otherwise provided by the holiday or vacation schedule. **Holiday and vacation parent-time shall take precedence over the regular week-on/week-off schedule.** After the conclusion of holiday or vacation parent-time, the regular alternating-week schedule shall resume without changing the underlying rotation.

The parties intend this schedule to provide substantially equal parent-time, consisting of approximately **182 overnights for one parent and 183 overnights for the other parent each year.**

14. **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 children at school or at the residence of the other (except for a parent with overnight parent time will be responsible to drop the child/ren 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 child if the sending parent and the children 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.

15. **Holidays**. The holidays should be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code §81-9-302 as follows:

Holiday	Holiday Time Period	Petitioner/ Mother	Respondent/ Father
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (b) the time that school is regularly dismissed; or (c) 5:30 p.m. at the election of the parent granted the holiday (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd	Even
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (b) the time that school is regularly dismissed; or (c) 5:30 p.m. at the election of the parent granted the holiday (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even	Odd
Spring Break	(1) Holiday begins at 5:30 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd	Even
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (b) the time that school is regularly dismissed; or (c) 5:30 p.m. at the election of the parent granted the holiday (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even	Odd
Mother's Day	(1) Holiday begins 5:30 pm the day before the holiday. (2) Holiday ends on Mother's Day at 8:30 p.m.	All years if Mother	All years if Mother
Father's Day	(1) Holiday begins 5:30 pm the day before the holiday (2) Holiday ends on Father's Day at 8:30 p.m.	All years if Father	All years if Father
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd	Even
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even	Odd
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session	Odd	Even

	and the parent can be with Minor Children; (b) the time that school is regularly dismissed; or (c) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.		
Fall Break	(1) Holiday begins at the time school is regularly dismissed; or (2) At the election of the parent at 5:30 p.m. on the day school is dismissed for fall break. (3) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd	Even
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day as the holiday begins.	Even	Odd
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 5:30 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the night before school resumes.	Even	Odd
Winter Break (First Half)	(1) Holiday begins at: (a) 5:30 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd	Even
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after Winter Break	Even	Odd
Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even	Odd

Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd	Even

16. Extended: Each year, each Party may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.

a. Notification In even years, Petitioner may designate extended parent-time at any time and Respondent may make a designation after May 1. In odd years, Respondent may designate extended parent-time at any time and Petitioner may make a designation after May 1. A parent should make a designation at least 30 days before the day on which the designated two-week period begins.

b. Conflict and Precedence: Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

i. The holiday schedule for Mother's Day or Father's Day;

ii. Extended parent-time;

iii. The holiday schedule for any holiday that is not Father's Day, Mother's Day, and

iv. The schedule for weekday or weekend parent-time.

17. **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 children, 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 8 hours or longer.

18. **Relocation.** If either parent subsequently moves more than 150 miles away from the other parent, he or she shall comply with the notice provisions of Utah Code §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.

19. **Travel**: When the minor children are 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).

20. **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.

21. **Mutual Restraining Orders**:

a. Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the children 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 children'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.

b. Neither party will interrogate or "pump" the children for information about the parent's parent time or regarding the potential significant relationships of the other party.

c. Both parties should be restrained from making visitation arrangement through the children.

d. Neither party shall use corporal punishment as a form of discipline on the children.

e. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children, or from committing any domestic violence or abuse against the other party or the minor children.

f. Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 24 hours prior to or during parent time with the children.

g. 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 children from such circumstances.

FINANCIAL SUPPORT OF THE CHILDREN

22. Heather Devlin-Juarez has a gross monthly income of $6,240.00. Jordan Omar Juarez has a gross monthly income of $11,667.00. Child support is awarded to Heather in the amount of $432.00 per month pursuant to the child support guidelines. Child support is due one-half by the 5th and one-half by the 20th of each month. Either party may bring the decree to the Office of Recovery Services to begin automatic withholding for child support and alimony.

23. Each party shall notify the other within thirty (30) days of any change in his or her monthly income.

24. The court's child support order may be subsequently modified pursuant to the provisions of Utah Code section §81-6-212, as applicable.

25. 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.

26. **Childcare Expenses.** Utah Code §81-6-209 shall apply and order the equal division of work-related childcare expenses. A parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare

provider 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 day care expenses within 30 days of payment of a day care expense, the party may be denied the right to reimbursement for such expenses. Childcare arrangements existing during the marriage are preferred as are childcare arrangements with nominal or no charge. Utah Code §81-9-202(13). A party using family members to provide childcare will not be entitled to reimbursement unless both parents have agreed in advance in writing to the specific family member providing the care and the associated costs.

27. **Insurance coverage**. Heather shall maintain health insurance coverage for the minor children so long as such coverage is available to her at a reasonable cost. The parties shall share equally (50/50) the actual out-of-pocket cost of the portion of the health insurance premium attributable to the minor children. See Utah Code §81-6 208(3)-(4). The parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium as provided by Utah Code §81-6-208(8)-(9).

28. **Designation of Primary Insurance**. If, at any point in time, a child is covered by the health insurance plans of both parents, the health insurance plan of Heather shall be primary coverage for the child and the health insurance plan of Jordan shall be secondary coverage for the child. If a parent remarries and the child is not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health 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 child. See Utah Code §81-6-208(7).

29. **Medical and Dental Out-of-Pocket Costs**: Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a dependent child, including deductibles and copayments. Utah Code §81-6-208(3)(e). 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. See Utah Code §81-6-208(10)(c). 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. Utah Code §81-6 208(10)(d).

30. **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.

31. **Extracurricular Expenses:** Each party 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 parties agree in writing that the minor children may be involved. The party 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 child 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.

32. **School Expenses**: Each party 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, not including private school tuition. The party incurring the out-of-pocket school expense shall submit to the other party 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 party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

33. **Tax Filing Assignment**: Starting in the 2026 tax year, the parties will each claim half of the children when there is an even number of children. When there is an odd number of children to claim, the parties will claim one-half of the children with Heather claiming the extra child in even-numbered tax years, and Jordan claiming the extra child in odd-numbered tax years. When there is only one child eligible to be claimed, Heather will claim for the even-numbered tax years, and Jordan will claim for the odd numbered tax years. Either party'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). Either party’s right to claim any child on the tax returns for any particular tax year is subject to claiming a child resulting in a tax benefit in any particular tax year. Utah Code §81-6-210(5). If a party cannot claim a child on

his/her returns for a particular tax year, then the other party is automatically entitled to claim the child on his/her returns for that year.

SPOUSAL SUPPORT

34. **Spousal Support**: Jordan shall pay Heather total monthly support of $1,300.00 per month, which amount currently consists of $432.00 per month in child support and $868.00 per month in spousal support. The total monthly payment shall be paid one-half by the 5th and one-half by the 20th of each month. As each child reaches the age of majority or otherwise emancipates and Jordan's child support obligation is reduced or terminates, Jordan's spousal support obligation shall increase by the corresponding amount so that the total monthly support paid to Heather remains $1,300.00 per month. Upon termination of Jordan's child support obligation for all minor children, Jordan shall pay Heather $1,300.00 per month as spousal support for the remainder of the agreed spousal support term.

Spousal support shall automatically and permanently terminate upon the earliest occurrence of: (1) Five (5) years from the date of the decree of divorce (2) Heather's remarriage, (3) Heather's cohabitation as provided by Utah law; or (4) the death of either party.

REAL PROPERTY

35. **Real Property**. During the marriage, the parties acquired real property located at **6045 Stargazer Way, Cumming, Georgia 30041**. The parties have since sold the property and divided the net proceeds/equity from the sale. The parties agree that the previously agreed upon division of the sale proceeds constitutes a full and final division of their respective interests in the property, and

neither party shall have any further claim against the other arising from the ownership, sale, or division of the equity in the property.

VEHICLES

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

Vehicle:	Awarded to:
2019 Hyundai Elantra	Heather

Jordan agrees to keep the low interest loan for the 2019 Hyundai Elantra loan in his name until the Elantra is paid off according to the terms of the loan. Heather shall be responsible for making all payments on the vehicle loan when due and shall hold Jordan harmless from any liability associated with the vehicle and loan. Heather shall not take any action that increases, refinances, or otherwise modifies the existing loan in Jordan's name without Jordan's written consent. Upon payoff or sale of the vehicle, Jordan shall cooperate in executing any documents reasonably necessary to transfer or release title. The parties will bear any expenses related to the vehicles awarded to them.

PERSONAL PROPERTY

37. **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. In addition, the parties shall distribute other items of personal property as they agree. Other than the photos and videos as mentioned below, the parties have already divided all personal property.

38. Parties should duplicate any desired family pictures and videos, so each Party has a copy. Parties should share the costs of duplication equally.

FINANCIAL ACCOUNTS AND DEBTS

39. **Financial Accounts**. During the marriage, the parties acquired certain bank and financial accounts. Each party is awarded, as their sole and separate property, all checking, savings, and other bank accounts currently held in that party's individual name, free and clear of any claim by the other party. Each party shall promptly remove the other party as an authorized user, joint owner, signer, or other authorized individual from any account awarded to that party. The parties shall execute any documents reasonably necessary to effectuate the removal of the other party from such accounts. Heather shall take the steps to remove all of her subscriptions (Netflix, Disney +, Spotify, Planet Fitness gym membership, etc.) currently being billed to the Wells Fargo checking account ending in *0950 by September 30, 2026.

40. **Stocks**. During the marriage, the parties acquired shares of Recruit Holdings Co., Ltd. stock held through the Morgan Stanley at Work/Shareworks account. The parties agree to divide the stock equally. **Heather shall be awarded 681 shares of Recruit Holdings Co., Ltd. stock, transferred to her using the average cost basis of the shares held in the account.** Jordan shall be awarded the remaining shares in the account. Each party shall thereafter be solely responsible for any taxes, gains, losses, or other consequences associated with the shares awarded to that party. Jordan shall cooperate and execute any documents reasonably necessary to complete the transfer of Heather's 681 shares.

Retirement Accounts. During the marriage, the parties acquired interests in

certain retirement accounts. The parties agree that the following retirement accounts shall be **divided equally (50/50) based upon the account balance as of September 8, 2026**:

a. Fidelity Account ending in **8328**;
b. University of Utah 403(b) Account ending in **1707**;
c. Fidelity 401(a) Account ending in **9115**; and
d. Transamerica 401(k) Account ending in **0002**.
e. Diversity Partner 401(k) account ending in 722T

Each party shall be awarded fifty percent (50%) of the balance of the other party's above-listed retirement account(s) as of September 8, 2026, **together with all gains and losses attributable to that party's awarded share from September 8, 2026 through the date of actual distribution**. Contributions made after September 8, 2026, together with gains or losses attributable solely to those post-September 8, 2026 contributions, shall remain the sole and separate property of the contributing party.

The parties shall cooperate in the preparation, execution, and submission of any **Qualified Domestic Relations Order ("QDRO"), domestic relations order, or other transfer documentation required by the applicable plan administrator** to effectuate the divisions set forth above. **The parties shall equally share, 50/50, the reasonable cost of preparing and processing any QDRO or other order necessary to divide the retirement accounts.** Each party shall timely provide all information and execute all documents reasonably necessary to complete the division.

Any additional retirement, pension, 401(k), 403(b), 401(a), IRA, deferred compensation, or other retirement account or benefit belonging to either party that existed as of September 8, 2026, but is inadvertently omitted from this Stipulation or

later discovered, shall be divided on the same terms set forth above, with each party receiving fifty percent (50%) of the account balance as of September 8, 2026, together with gains and losses attributable to that party's share through the date of distribution. The parties shall equally share, 50/50, the reasonable cost of any QDRO, domestic relations order, or other documentation necessary to effectuate the division of any such account.

41. **Debts**. The parties represent that they have no marital debts to divide. Each party shall be solely responsible for any debt incurred in that party's individual name and shall indemnify and hold the other party harmless from the same.

42. 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.

43. 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.

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

45. 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.

46. 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.

47. 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.

48. 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

49. **Former Name** Heather's name may be restored to her maiden name of Devlin if she so desires.

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

51. **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.

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

IT IS SO ORDERED.

Approved as to form:

/s/ Kimberly Washburn

Kimberly D. Washburn
Attorney for Respondent
****Signed with permission granted via email correspondence on 10/05/2026.*

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

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

TO: Jordan Juarez
Respondent

NOTICE is hereby given that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the above and foregoing ORDER to the Fourth District Court for signature, upon expiration for seven (7) days from the date of this notice, plus three (3) days for mailing, unless written objection is field prior to that time.

DATED and SIGNED this 5th day of October 2026.

/s/ Kaisa Candland

Paralegal

CERTIFICATE OF SERVICE

The undersigned certifies that on the 5th day of October, 2026, she filed the foregoing DECREE OF DIVORCE using the Court's electronic filing system that automatically generated notice to the following:

Kimberly D. Washburn
Marco Brown
BROWN FAMILY LAW, LLC
8915 South 700 East, Ste 203
Sandy, UT 84070

/s/ Kaisa Candland

Paralegal