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**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
DAVIS COUNTY, STATE OF UTAH**

In the Matter of the Marriage of JENNY MURDOCK, And JAMES EDWARD MURDOCK, Respondent.	DECREE OF DIVORCE Civil No. 254701245 Judge Jennifer Valencia Commissioner Julie Winkler
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This matter comes before the Court on Petitioner's Petition for Divorce and Respondent's Counter Petition for Divorce. On December 4, 2025, the parties, Petitioner Jenny Murdock ("Jenny") and Respondent James Murdock ("James") entered into a Stipulation ("Stipulation"), which was duly filed with this Court. Having reviewed the final documents, and based on the Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **RESIDENCY/JURISDICTION/MARRIAGE**

STATISTICS/GROUNDS. The Parties are both bona fide residents of Davis County and have been residents of Davis County for more than three months prior to the filing of this action.

2. Jurisdiction and venue are proper in this Court.

3. The Parties were married on May 17, 2001, in Logan, Utah and are presently married.

4. Since the marriage of the Parties, irreconcilable differences have arisen, making it impossible for the marriage relationship to continue.

5. **DIVORCE.** The marriage contract heretofore existing between Petitioner and Respondent is dissolved. The divorce and all related financial issues are now absolute and final immediately upon the signature of the Court and the filing by the Clerk of this Decree of Divorce

6. **CHILDREN.** The parties have three minor children: M.M. born April 2009, J.M. born May 2011, and A.M. born March 2015. The children have resided in Utah for at least six consecutive months immediately prior to the commencement of this proceeding, and Utah is the home

state of the children. Utah has jurisdiction over custody and parent issues in this case.

CUSTODY & PARENTING PLAN

7. The Parties shall abide by the terms of the following Parenting Plan:

a. To the extent that they do not otherwise conflict with any of the provisions of this Stipulation, the parties shall abide by the advisory guidelines set forth at UCA Section 81-9-202. In the event of a conflict between the terms of this Stipulation and the guidelines, the terms of this Stipulation shall govern and take precedence.

b. The parties shall handle decision making regarding the minor children as follows. Day to day and emergency decisions shall be made by the parent who the child/ren is/are with at the time. In the event of an emergency involving any child, the other parent shall be notified as soon as reasonably possible.

c. The parties shall attempt to reach shared decisions on behalf of the children in connection with all major decisions according to the following procedure.

- i. The parent who becomes aware of a decision concerning a child shall notify the other parent upon becoming aware of the issue.
 - ii. The parties shall then discuss the issue in an attempt to reach an agreement regarding the decision and in conjunction with this, consult with a professional or professionals (if applicable) qualified in the area of the decision.
 - iii. In the event the parties are unable to reach an agreement regarding the decision after discussion, they will participate in mediation to address the decision. The mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediator.
 - iv. If the parties are unable to reach an agreement regarding the decision in mediation, then either party may submit the issue to the District Court for resolution.
- d. Extracurricular Activities shall be handled as follows: The parties shall discuss the minor children's involvement in an extracurricular activity prior to enrolling a child in the activity.

If the parties mutually agree upon an activity in writing, including the costs associated with the activity, then they shall share equally the expenses associated with the activity, transport the child to the activity during their parent time, and allow the child to attend the activity during their parent time.

e. If a parent does not agree to an activity in writing, the other parent may still enroll the child in the activity, however the parent who does not agree with the activity is not responsible to share any expenses related to the activity, is not required to transport the child to the activity, and may decline to allow the child to attend the activity during their parent time.

2. **Custody.** Jenny is awarded sole physical custody of the minor children. The parties shall share joint legal custody of the minor children.

3. **Parent time.** James' parent time with the minor children shall be according to the following:

a. Every Wednesday commencing at 5:30 p.m. (3:00 p.m. if school is not in session) until 8:00 p.m.

- b. Every Sunday from 3:00 p.m. until 6:00 p.m.
- c. Three additional floating days per month, which can take place on any day of the week (other than Wednesday and Sunday, as James already has parent time on these days), to be coordinated between the parties in advance and taking into consideration the children's schedules. In connection with this, if the parent time will take place on a school day, the parent time will commence after the regular dismissal of school until 8:00 p.m.; and if the parent time will take place on a non-school day, the parent time will commence as early as 9:00 a.m. until 8:00 p.m.
- d. Holiday parent time shall be as follows

Holiday	Holiday Time	James' years	Jenny's years
Dr. Martin Luther Kind Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends	Odd years	Even years

	at 7 p.m. on the day before school resumes.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends		Odd years

	at 7 p.m. on the day before school resumes.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	n/a	Every year
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Every year	n/a
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Columbus Day	(1) Holiday begins	Even years	Odd years

	at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.		
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent	Even years	Odd years

	granted the holiday. (2) Holiday ends at 7 p.m. on the night before school resumes.		
Winter Break (first half)	(1) Holiday begins at: (a) 6 p.m. on the day on 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 7 p.m.	Odd years	Even years
Winter Break (second half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the night before school resumes.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years
Juneteenth	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day	Even years	Odd years

	before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
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e. Extended summer parent time shall be as follows: All extended summer parent time for both parties shall be in accordance with UCA Section 81-9-302. In connection with this, for purposes of the extended parent time allocation, Jenny shall be entitled to exercise the extended parent time schedule for the “custodial” parent and James shall be entitled to exercise the extended parent time schedule for the “non-custodial” parent.

f. Notice of extended summer parent time dates shall be provided as follows: Commencing with the 2026 calendar year and even-number years thereafter, Jenny will provide written

notice of her extended summer parent time dates on or before May 1st and thereafter, James will provide written notice of his extended parent time dates on or before May 15th.

g. Commencing with the 2027 calendar year and odd-number years thereafter, James will provide written notice of his extended summer parent time dates on or before May 1st and thereafter, Jenny will provide written notice of her extended parent time dates on or before May 15th.

h. If a parent fails to provide a notification within the time periods described above, the complying parent's election takes precedence. If both parents fail to provide notice within the time periods described above, the first parent who provided notice shall have their elections take precedence.

i. Neither party may exercise any of their extended parent time over a holiday that belongs to the other parent for that year.

j. Unless the parties otherwise agree in writing, Jenny shall be solely responsible to transport the child(ren) in connection with the exercise of all parent time.

k. If James' employment/work schedule changes such that he is available to exercise more/expanded parent time with the minor children, then then there shall be a review conducted, with the following procedures to apply:

- i. James will provide Jenny with written notice that his schedule has changed to enable him to exercise more parent time, and provide her with verification of his new schedule.
- ii. After Jenny receives notice and verification of the change in James' work schedule, the parties will initially discuss the issues and attempt to reach an agreement.
- iii. If, after discussion, the parties are unable to reach an agreement, then they will participate in mediation. In connection with this, the mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediator.
- iv. If the parties are unable to reach an agreement in mediation, then should he elect to do so, James may file a petition to modify with the Court, and in connection with

this shall not be required to show a substantial change in circumstances; as it is being acknowledged by the parties as part of this Stipulation that a change in James' employment/work schedule which enables him to be available to exercise more/expanded parent time with the minor children is deemed a substantial and material change in circumstances.

7. **Child Support.** Commencing the month of February of 2026, James shall pay base child support in the sum of \$1,138.00 per month. This child support figure is based upon a sole physical custody worksheet utilizing Jenny's gross monthly income of \$4,515.00 and James' gross monthly income of \$6,066.00. Child support shall be paid in two equal monthly installments of one half on or before the 5th of the month and one half on or before the 20th of the month.

8. **Children's Health Insurance.** Jenny will continue to provide the health insurance coverage on behalf of the minor child(ren) provided it is available to her through employment at a reasonable cost. In accordance with UCA Section 81-6-208, the parties shall share equally the actual out of pocket costs for the child(ren)'s portion of insurance premiums. Any party who carries insurance on behalf of

the children shall provide verification of coverage upon enrolling the children and thereafter provide this verification to the other party on an annual basis including coverage, providers, deductibles, copies of insurance cards and claim forms. In addition, they shall also provide the other party with written notice of any change in the insurance carrier, premium or benefits within thirty (30) days of the date they first knew of or should have known of that change.

9. Pursuant to UCA Section 81-6-208, the parties shall share equally all reasonable and necessary out of pocket and non-covered medical, dental, optical, orthodontic and prescription expenses incurred on behalf of the minor child(ren); including deductibles and co-payments. In connection with this, the time frames within which to submit expenses shall be in accordance with UCA Section 81-6-208; together with the additional provision that the parent obligated to reimburse an expense shall do so within 30 days of receipt of verification of the expense.

10. **Childcare.** Due to the ages of the children, there is no need for daycare, therefore no daycare expenses.

11. **Tax Deductions.** The tax deductions for the minor children shall be handled as follows:

- a. For the 2026 tax year, James is awarded the state and federal tax deductions for Makayla and Jed and Jenny is awarded the state and federal tax deductions for Aria.
- b. Commencing the 2027 tax year until Jed turns 18, James is awarded the state and federal tax deductions for Jed and Jenny is awarded the state and federal tax deductions for Aria.
- c. When Jed turns 18, the parties will alternate the state and federal tax deductions for Aria, with Jenny being awarded the deductions for her for the first year and the parties alternating the deductions for her yearly thereafter until she turns 18.
- d. Both parties shall cooperate in assisting one another in claiming the tax deductions awarded to them by executing IRS Form 8332 and any other forms required by the IRS in order to release the tax exemption to the other party for the year(s) which they are entitled to claim. Any such form(s) shall be completed by the parties and exchanged on or before February 15th of each year.

END PARENTING PLAN

15. REAL PROPERTY. The marital home and real property located at 572 West 1680 North in Clinton, Utah shall be handled as follows: James shall have the opportunity to conduct a buyout of Jenny's interest in the property for the total sum of \$153,500.00 (This figure was arrived at via placing a value on the home of \$365,000.00 (per an appraisal conducted on 4/30/25) and deducting the mortgage balance of \$58,000.00 to arrive at net equity of \$307,000.00. The net equity was divided in half, with Jenny's share of the equity being \$153,500.00). The terms of the buyout are as follows-

- a. Pending completion of the buyout, use and occupancy of the property and the servicing of the obligations in connection shall be as follows:
- b. Jenny is awarded exclusive use and occupancy of the property through the month of January of 2026 and shall vacate the property by 1/31/26.
- c. James is awarded exclusive use and occupancy of the property commencing 2/1/26.
- d. For the months of December of 2025 and January of 2026, the parties shall share equally the mortgage payments.

e. For the months of December of 2025 and January of 2026, Jenny shall be solely responsible for the utilities.

f. Commencing the month of February of 2026, James shall be solely responsible for the mortgage payments and utilities.

g. By 5/15/26, James shall complete the following: refinance, assume or otherwise finance the mortgage on the property in order to remove Jenny from the mortgage obligation; and pay to Jenny the sum of \$153,500.00.

h. Jenny shall cooperate with James' efforts to remove her from the mortgage loan and obtain financing to pay her equity interest, including completing and signing any forms necessary in order to effectuate the buyout.

i. Upon removing Jenny from the mortgage obligation and tendering to her the sum of \$153,500.00, James is awarded the property as his sole and separate property free and clear of any claim or interest of Jenny, together with all equity therein and subject to all debt and encumbrance thereon; which he shall hold Jenny harmless from. In conjunction with this, Jenny shall

execute the deed required in order to deed the property to James in its entirety.

2. Should James fail to complete the buyout by 5/15/26; then the property shall be promptly listed for sale and sold. In the event of a sale of the property, the following provisions shall apply-

a. The property shall be placed/listed for sale with a mutually selected and agreed-upon realtor. Both parties must mutually agree to the listing price. All offers and/or counter-offers must be agreed upon by both parties in writing prior to being made to a potential buyer. No offer or counteroffer may be accepted without the prior written approval of both parties.

b. Any repairs required by law as a condition to sell shall be shared equally by the parties.

c. Both parties shall exercise every reasonable and good faith effort to sell the property and cooperate with the realtor in all respects in order to sell the property in a timely fashion including accommodating showings and following the reasonable recommendations of the realtor regarding pricing.

d. James may continue to reside in the property until it is sold, being solely responsible for the mortgage payments, all utilities and routine/regular upkeep and maintenance in connection with the property; keeping the property in marketable condition.

e. Upon the sale of the property, the sale proceeds shall be used to pay in full and retire the mortgage loan; together with paying the costs of the sale, including closing costs and commissions. Once these obligations are satisfied and the sale costs paid, the parties shall divide the net sale proceeds equally, with each party being entitled to one-half (1/2) of the net proceeds from the sale.

3. **PERSONAL PROPERTY.** With the exception of the property identified at Paragraphs 18 and 19 below, personal property located at the real property identified at Paragraph 15 above shall be handled as follows:

a. Each party is awarded all items of personal property which they received from their family via inheritance or family heirloom.

b. With respect to the remaining items of personal property, by 2/1/26, the parties agree to work cooperatively and in good faith in order to equitably divide the items of personal property. In connection with this, the following shall apply:

- i. Any items which are agreed upon by the parties shall be awarded to the party whom it was agreed to receive the item.
- ii. If the parties are unable to agree regarding any item, they will return to mediation first, before going to Court, to attempt to resolve any such dispute(s) in good faith. The mediator will be mutually agreed upon, with the parties to share equally the cost of the mediator.
- iii. If the parties are unable to reach an agreement regarding any disputed item(s) in mediation, either party may have the issue of division and/or valuation of any disputed item(s) decided by the Court. In connection with any disputed item(s), the item(s) shall be safeguarded at the residence until there has either been a written agreement from mediation regarding the disputed item(s)

or an order/decision from the Court regarding the disputed item(s).

iv. In the event of a dispute or disagreement regarding any item(s) of personal property, such a dispute or disagreement is a standalone issue and will not form a basis to void or otherwise rescind or change any of the terms the global divorce settlement as set forth in this Stipulation. In connection with this provision, if it is necessary for the parties to return to Court in order to have a trial or other Court proceeding/hearing to address division of the personal property, it is stipulated herein that an amended bifurcated decree of divorce, nunc pro tunc, separating off the issue of personal property from the remainder of the terms of this Stipulation; will be jointly entered into by the parties and filed with the Court.

4. Jenny is awarded the 2005 Honda Pilot as her sole and separate property free and clear of any claim or interest of James. Within 30 days of the date of this Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

5. James is awarded the 2007 Honda Pilot as his sole and separate property free and clear of any claim or interest of Jenny. Within 30 days of the date of this Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

6. **DEBTS**. The debts shall be divided as follows:

a. Jenny

i. AFCU Visa (#5926)—James shall be removed from the account within 30 days of the date of this Stipulation, and shall not make any charges to the account. Both parties shall cooperate in order to complete and sign any forms required in order to remove James from the account.

ii. One-half of any outstanding medical expenses for the parties minor child Jed, not otherwise paid for through insurance or donations.

iii. Any credit cards in her name, any debts incurred solely by her and/or in her name, and any debts incurred by her since the date of separation on 9/4/24.

iv. Her own medical and dental expenses.

b. James

i. One-half of any outstanding medical expenses for the parties minor child Jed, not otherwise paid for through insurance or donations.

ii. Any credit cards in his name, any debts incurred solely by him and/or in his name, and any debts incurred by him since the date of separation on 9/4/24.

iii. His own medical and dental expenses.

7. Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.

8. The loan owing to MACU for the mortgage on the real property identified at Paragraph 12 above shall be handled as follows-

a. The loan is in both parties' names and both parties are jointly obligated on the loan.

b. The parties shall share equally the mortgage payments for the months of December of 2025 and January of 2026.

c. James shall be solely responsible for the mortgage payments commencing the month of February of 2026.

d. In the event of a refinance/other financing/assumption, Jenny will be removed from the obligation.

e. In the event of a sale, the loan will be satisfied and paid in full out of the sale proceeds, thereby extinguishing the obligation.

9. **RETIREMENT**. Each party is awarded any and all retirement, pension and investment assets, interests and accounts in their own name as their sole and separate property free and clear of any claim or interest of the other party.

10. **BANK ACCOUNTS**. There are no joint financial institution accounts.

11. Each party is awarded all financial institution accounts in their own names as their sole and separate property free and clear of any

claim or interest of the other party. In connection with this, the following shall apply:

a. Jenny is awarded her AFCU (#5926) account as her sole and separate property free and clear of any claim or interest of James. The parties shall cooperate in order to complete and sign any forms necessary to remove James from the account, which shall be completed within 30 days of the date of this Stipulation. James shall not make any withdrawals, transfers or debits of any kind from the account.

b. James is awarded his MACU (#8899) account as his sole and separate property free and clear of any claim or interest of Jenny. The parties shall cooperate in order to complete and sign any forms necessary to remove Jenny from the account, which shall be completed within 30 days of the date of this Stipulation. Jenny shall not make any withdrawals, transfers or debits of any kind from the account.

12. **TAXES.** All state and federal tax returns for 2024 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.

13. The parties shall file joint state and federal tax returns for 2025, sharing equally any refund or liability. The returns shall be prepared by Jenny via Turbo Tax, with the parties to share equally the cost to prepare and file the returns. Both parties shall cooperate in order to provide all documents and information needed in order to prepare and timely file the returns. Both parties are entitled to review and sign off on the returns before they are filed. In connection with the parties' agreement to file a joint tax return for 2025, this divorce shall not be finalized until after January 1, 2026. Accordingly, this Stipulation may be promptly filed with the Court, however the final Findings and Decree shall not be filed with the Court until after January 1, 2026.

14. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.

15. Commencing with the 2026 tax year and each year thereafter, the parties shall file separate state and federal tax returns.

16. **INSURANCE.** There are no joint health insurance policies. Each party is responsible for their own health insurance coverage at their sole cost.

17. Each party is solely responsible for their own automobile/insurance coverage and associated premiums on the vehicles awarded to them at their own cost. The existing joint auto insurance policy shall be segregated as necessary and transferred to the appropriate party. The parties shall cooperate in order to complete and sign any forms necessary to effectuate this provision, which shall be completed within 30 days of the date of this Stipulation.

18. Each party is awarded all term and/or whole life insurance policies/annuities owned by them, in their names, and/or issued/provided through their own employer and/or employment.

19. **ALIMONY.** Neither party is awarded any alimony from the other now and forever in the future.

20. **MAIDEN NAME.** At her sole option and election, Jenny may be restored to her maiden surname of "Hansen".

21. **MUTUAL RESTRAINING ORDER**. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party). All communication between the parties shall be civil, at reasonable times, and of reasonable frequency and duration.
22. The parties are mutually restrained from disparaging one another to the minor child(ren), alienating, or otherwise interfering with the other's relationship with the minor child(ren); or allowing any third party to do so.
23. The parties shall not involve the minor child(ren) in the legal disputes of the parties, financial matters, parent time and/or custody. The parties shall not attempt to influence the minor child(ren) or the minor child(ren)'s preferences with respect to issues of custody and/or parent time either by reward, punishment or guilt.
24. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

25. **ATTORNEY FEES**. The parties shall each pay their own attorney fees and costs incurred in this matter.
26. **FULL DISCLOSURE**. Each party warrants to the other that there has been a complete, accurate, and current disclosure of all income, assets, and liabilities, The property referred to in this agreement represent all the property which either party has an interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the Parties jointly.
27. **MISCELLANEOUS**. Both parties shall execute all documents required in order to effectuate the terms of this Decree.

***** Entered by the Court as indicated by the Court's seal at the top of the first page. *****

RULE 7 NOTICE

The foregoing Decree has been submitted to the Court for execution and entry. Rule 7(f)(2) of the Utah Rules of Civil Procedure allows seven (7) days after service for the opposing party to submit notice of objection. If such objection, as to form, is not received within the subscribed time period, said order will be filed with, and executed by, the Court.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing
decree was [x] electronically filed to the following on this 7th day of
April 2026 to:

David Handy
Attorney for Respondent

/s/ Kaden Gilchrist
Attorney for Petitioner