



DEVIN W. QUACKENBUSH (#14549)
KURT A. QUACKENBUSH (#61024)
QUACKENBUSH LEGAL, PLLC
488 East Winchester Street, Suite 310
Murray, Utah 84107
Telephone: (385) 955-3533
Facsimile: (385) 955-3534
Email: info@quackenbushlegal.com
Email: kurt@quackenbushlegal.com
Attorney and Licensed Paralegal
Practitioner for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH
800 W State St, Farmington, UT 84025

In the matter of the marriage of:
RACHELLE MARIE POSKA,
Petitioner,

and
WILLIAM JOHN POSKA,
Respondent.

DECREE OF DIVORCE

Civil No. 234701980
Judge: Hon. Judge David J. Williams
Commissioner: Hon. Julie Winkler
Discovery Tier: 4

This matter came before the Court by way of Petitioner Rachelle Marie Poska's ("Petitioner") Verified Petition for Divorce, and Respondent William John Poska's ("Respondent") Answer and Counterpetition for Divorce, together herein after known as the parties ("parties"). The Court finds, having reviewed the pleadings and all other documents in the matter, that the Court has jurisdiction to enter a Decree of Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law and Order on February 18, 2026, and being

otherwise fully advised, and for good cause appearing, it is hereby ORDERED, ADJUDGED, AND DECREED:

PARTIES, JURISDICTION, AND VENUE

1. Respondent William John Poska (“Respondent”) is a bona fide resident of Davis County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. The parties were married on February 4, 2016, in California.
3. The parties are the parents of two (2) minor children: E.M.P, born September 2016, and F.D.P., born February 2018.

DIVORCE

4. The parties are hereby divorced from one another, and the bonds of matrimony are severed.

CHILD CUSTODY AND PARENT TIME

5. Legal Custody. It is in the best interest of the minor children, and pursuant to Utah Code Ann. §§ 81-9-204 and 81-9-205(2), that Respondent is awarded sole legal custody of the minor children and is designated as the residential parent for the minor children.
6. Both parties shall have access to the children’s school, medical, church, and other records, and will include the other party as the parent on such records. The major decisions concerning their children’s general welfare, education, discretionary medical treatment, and religious training shall be made by Respondent. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

7. Physical Custody. Pursuant to Utah Code Ann. §§ 81-9-204 and 81-9-205(5), Respondent is awarded sole physical custody of the minor children and is designated as the custodial parent. Petitioner's parent time with the minor child shall be as the parties may agree, and if the parties cannot agree, Petitioner's reasonable right to parent time shall be pursuant to the parent time schedule according to Utah Code Ann. §81-9-302.
8. The parties shall schedule a review hearing six (6) months from the date of the entry of the Decree of Divorce to discuss supervision and parent-time, including the possibility of overnight parent-time for Petitioner.
9. Petitioner will have monitored virtual parent-time and supervised parent time on the "step-up" schedule as ordered in the Court's orders dated April 9, 2024, and May 9, 2024.
10. The supervision shall address Petitioner's ability to communicate appropriately with the children and her ability to have unsupervised contact with the children, including overnights in a safe and secure manner, as follows:
- a. Petitioner shall have supervised, in-person, parent time at least once per week for two (2) hours. Petitioner's parent time should increase gradually as follows:
 - b. Two (2) weeks at (2) hours per week, supervised;
 - c. Two (2) weeks at (2) hours at two (2) times per week, supervised;
 - d. Four (4) weeks at six (6) hours, one (1) weekend day per week, supervised;

e. Four (4) weeks at six (6) hours each day, every other weekend supervised, plus one (1) 2-hour visit per week, unsupervised;

f. Should Petitioner not adhere to and comply with her ordered supervised parent time, and if she fails to exercise her ordered step-up parent time, the step-up parent time plan shall revert to the beginning of the step of the plan in which she is actively exercising. Petitioner will advance to the next step of the step-up plan only after she has fully complied with the provisions of that step.

g. Once Petitioner has fully adhered and complied with the supervised parent time schedule set forth herein, and if she has not missed any supervised parent time visits with the minor children to this point, and except unless any other emergent issues arise, the parties shall reconvene to discuss a parent time change under Utah Code Ann. § 81-9-302.

11. Supervisors: The supervisors for Petitioner's parent time shall be as the parties agree, including those ordered previously.

a. Approved Supervisors: The parties shall adopt the PGAL's recommendation of the three approved supervisors: Zachary Erickson, Aaron Lemker, and Kristi Bates.

b. Any additional supervisors shall be mutually agreed upon by the parties.

c. The parties shall mutually agree upon the supervisors to supervise Petitioner's parent time. If the parties cannot agree, then Respondent shall propose

three (3) additional names of third-party supervisors, and Petitioner shall choose one.

d. If the parties still cannot agree on a third-party supervisor, then Petitioner shall use a professional supervision service, such as ACAFS or similar, and shall bear the cost of the professional supervisor's fee.

e. Any mutually approved and agreed upon supervisors shall be made aware of the restrictions and restraints contained herein, including the supervisor agreement as set forth by the Court.

f. If there are issues during supervised parent time where Petitioner has violated the restraints above or in the agreement, then the supervisor shall remind and redirect Petitioner. If issues continue, the visit shall be terminated.

g. In addition to the above, if the supervisor makes a determination that Petitioner is unable to communicate appropriately with the children or if she is unable to have unsupervised contact with the children, including overnights in a safe and secure manner, then the supervisor will immediately communicate their concerns to both parties, and the parent time may be terminated. Petitioner's parent time will remain supervised until a further review and determination is made that she can communicate appropriately with the children, or she is able to have unsupervised contact with the children, including overnights in a safe and secure manner.

12. Petitioner shall be entitled to monitored virtual calls with the children twice per week as follows:

a. Petitioner's virtual parent-time calls with the minor children shall take place on Sunday and Thursday evenings at 7:00 pm, and the duration of the virtual parent time shall last to the extent that the minor children are able to maintain interest in the parent-time visits.

b. Respondent shall have the ability to monitor the phone conversations between Petitioner and the minor children to ascertain whether or not inappropriate topics are discussed and shall have the ability to terminate the virtual parent time between Petitioner and the minor children as necessary.

c. Petitioner may have additional virtual parent time with the minor children, provided that the parties agree, the minor children are able to handle the virtual parent time visits, and no inappropriate conversations take place during the virtual visits.

13. In the event either party moves more than 150 miles from Respondent's residence, Petitioner's parent time shall be pursuant to Utah Code Ann. §81-9-209, with Petitioner designated as the relocating parent and Respondent designated as the residential parent. All obligations and intentions of Utah Code Ann. § 81-9-209 shall apply to the parties at that time. The parties have the right to request that the Court issue an appropriate determination of custody, parent time, and child support in case of a relocation by either party.

14. Holidays and Holiday Parent Time. Upon completion of Petitioner's step-up parent time and advancement to parent time under Utah Code Ann. § 81-9-302, only then shall the holiday schedule be as the parties may agree. Absent a mutual agreement, the parties shall follow the holiday schedule enumerated in Utah Code Ann. § 81-9-302, wherein Respondent is designated as the custodial parent, and Petitioner is designated as the non-custodial parent for purposes of the holiday schedule only.

Holiday	Holiday Time Period	Custodial Parent	Non-custodial Parent
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 the minor 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 Dr. Martin Luther King Jr. Day	Odd years	Even years
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 minor 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 minor 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 Memorial Day.	Even years	Odd years
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.	All years for Mom	All years for Mom
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.	All years for Dad	All years for Dad
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before	Even years	Odd years

	Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
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 minor 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 Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
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 granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
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 day 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

15. Both Petitioner and Respondent shall be obligated to follow the policies, intent, definitions, and guidelines set forth in Utah Code Ann. § 81-1-101 et seq..

CHILD SUPPORT

16. In accordance with the Utah Child Support Act, set forth in Utah Code § 81-6-202, child support shall be calculated based on the parties' monthly gross income or imputed income and the parties' respective parenting time with the minor children.

17. Petitioner's imputed gross monthly income is \$1,257, and Respondent's gross monthly income is \$10,823 for child support purposes. The child support obligation of the parties has been calculated using the Sole Physical Custody Worksheet. Petitioner's child support obligation to Respondent shall be \$138 per month for the parties' minor children. *See Exhibit 1, Office of Recovery Services Child Support Calculator.*

18. Petitioner's child support payments to Respondent shall become effective on the month following the entry of a Decree of Divorce and shall continue each month thereafter until a child attains the age of eighteen (18) years and graduates from high school with his or her regular class, if later, or otherwise becomes emancipated.

19. Should the obligated party fall more than thirty (30) days behind in his or her child support, the receiving party shall be entitled to mandatory income withholding payable through the Utah Office of Recovery Services as provided by Utah Code Ann. § 62A-11-401 *et seq.*

20. Upon a minor child turning eighteen years old, graduating from high school during the child's normal and expected year of graduation, whichever occurs later, the child support award for that child shall automatically terminate, at which time child support should be adjusted for the remaining minor children.

PARENTING PLAN

21. Special consideration shall be given by each party to make the minor 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 lives of either parent, which may inadvertently conflict with the parent time schedule.
22. The parties shall discuss and resolve any parent time issues among themselves, and such issues shall not be discussed with the minor children by any means.
23. All communications between the parties shall be civil in nature and shall be limited to emailing and text messaging through the agreed-upon coparenting application, or any other application agreed upon by the parties. Voice telephone contact shall be utilized between the parties only in case of an emergency involving the minor children.
24. The parties shall refrain from speaking negatively about one another in the presence of the minor children, and the parties shall not discuss the custody and parent time schedule or any legal actions with, or in earshot of, the minor children. The parties shall also require other third parties that come into contact with the children to refrain, and this restriction shall extend to all social media and networking websites and forums to which the children may have access.
25. The parties shall each ensure that the children are properly supervised, clothed, cleaned, and fed during their respective parent time. Each parent shall provide for the necessities of the minor children while the children are in his or her care without relying on the other parent or using the items in the possession of the other parent for the minor children.
26. Each party shall keep the other party informed of his/her current address and telephone number, and shall advise the other party no less than sixty (60) days in advance of any move.

27. Should Petitioner desire to travel out of the country with the minor children, the Petitioner shall give the Respondent sixty (60) days' advance notice of travel and must receive approval from the Respondent. Once approval is provided, the Petitioner must disclose an itinerary and contact information for a third party who will know the children's whereabouts when traveling. If the parties cannot agree on travel, the parties shall mediate the issue prior to involvement with the courts. Travel with the children shall not take precedence over the other party's parent time.

28. When the children travel with either parent overnight out of their respective residential states, with the exception of the parties' existing residences under Utah Code Ann. §81-9-209, all of the following will be provided to the other parent at least thirty (30) days prior to departure:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the children's location.

CHILD CARE EXPENSES

29. Should it be necessary to incur a work-related childcare expense, pursuant to Utah Code Ann. § 81-6-209, each party shall pay one-half (1/2) of all reasonable and necessary work-related childcare expenses incurred. The party incurring a childcare expense shall give the other party notice of all incurred childcare expenses within thirty (30) days, and the other party shall reimburse their portion of the childcare cost within thirty (30) days of receipt of payment verification.

30. The party incurring a childcare expense shall give the other party notice of the name and contact information for any childcare provider, and reimbursement for those expenses, and continued monthly payments shall be made pursuant to Utah Code Ann. § 81-6-209.

31. If either party has made his or her half payment on any childcare-related expense, that party shall notify the provider to ensure that no collection efforts are made against the paying party.

CHILD INSURANCE AND MEDICAL EXPENSES

32. Each party shall maintain medical, dental, and optical insurance for the minor children's benefit so long as it is available to the respective parties through their employment at a reasonable cost. If at any time the minor children are covered by the insurance plans of both parents, Respondent's insurance will be primary coverage, and Petitioner's insurance will be secondary coverage.

33. The parties shall equally pay 50% on any sums not covered by insurance, including, but not limited to, physician care, inpatient prescription medications, medically necessary medical supplies, eye examinations, corrective lenses, and dental and orthodontic care under the following guidelines:

- a. As required by Utah Code Ann. § 81-6-208, each party shall provide the other written notice and proof of medical, dental, orthodontic, vision, and mental health expenses incurred, and payments made thereon, by insurance or otherwise, within thirty (30) days of the date the expense is incurred. Each party shall provide the other with copies of statements or written notice of payments made to

a provider by insurance. The obligated party shall pay his or her portion, as specified above, of incurred medical, dental, orthodontic, vision, and mental health expenses directly to the party who paid the provider of medical, dental, orthodontic, vision and mental health services within thirty (30) days of receiving written notice from that party.

b. In addition to any other sanctions provided by the Court, a party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other Party's share of the expenses if the incurring party fails to comply with Utah Code Ann. § 81-6-208.

c. Any party ordered to and/or providing insurance shall provide verification of coverage to the other party upon initial enrollment of the dependent child, and thereafter, on or before January 10th of each year. The insuring party shall notify the other party of any change of insurance carrier, premium, or benefits within thirty (30) days of the date the insuring parent first knew or should have known of the change.

d. As required by Utah Code § 81-6-208, the parties shall share equally the out-of-pocket costs of the medical, dental, orthodontic, vision, and mental health insurance premiums paid for the minor child's portion of the insurance.

e. The parent obligated to provide child support shall be entitled to an offset, either adding to or deducting from his or her monthly child support payments to

facilitate the equal sharing of the out-of-pocket costs of a medical insurance premium.

SCHOOL EXPENSES AND ACTIVITY COSTS

34. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties shall pay the school directly if possible. If it is not possible, 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

35. The parties shall ensure that the school communicates equally with both parents regarding the minor children's grades, absences, or any other issues that may arise or relate to the minor children's schooling.

36. The parties shall take affirmative steps to share school and activity information concerning their children with each other, on a frequent basis, that is not available through the school calendar or email. The parties shall notify each other of any school programs, extracurricular activities, and sporting events their children may be involved in that are not available online or through emails of the program.

37. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in-writing

extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, 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. A party who incurs an expense for a child's extracurricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent time, and the enrolling parent shall pay the full cost.

COPARENTING APPLICATION

38. The parties shall use a coparenting application for any communication, such as "OurFamilyWizard" or "Talking Parents". The parties should use the most cost-conscious application, including one at no charge, to facilitate Petitioner's use of the application. Respondent shall offer three (3) coparenting apps to Petitioner, and Petitioner shall choose one. If either party fails to participate in the app selection process or unreasonably denies the selection of the most convenient and cost-effective application, then the other party will implement their application choice after a 14-day period, and the other party is obliged to use and communicate through that application as ordered herein.

MENTAL HEALTH

39. Petitioner shall submit to a mental health evaluation to ensure the safety of the minor children when in her care and shall comply with any mental health treatment recommended by

the attending mental health physician. Petitioner may have this evaluation and treatment done through a treatment provider of her choice. If she has financial concerns, she may inquire about the Davis Behavioral Health or the Davis County mental health authority, as ordered herein.

40. Petitioner shall begin her mental health evaluation no later than 30 days from the entry of the Decree of Divorce.

MUTUAL RESTRAINING

41. Both parties are mutually restrained from disparaging, harassing, annoying, or otherwise bothering the other party or the minor child or committing any domestic violence or abuse against the other party or the minor children or in the presence of the minor children.

42. 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, or a significant other of either parent, speaking to the children about the issues in this matter, or from attempting to influence the child's preference regarding custody or visitation. Demeaning or disparaging means to say anything ill of the other, whether they believe it to be true or not. Both parties shall be restrained from making visitation arrangements through the children.

43. Furthermore, the parties shall not attempt to alienate the love and affection of the children from either parent. The parties shall be mutually restrained from alienating or otherwise interfering with each other's relationship with the children or allowing any third party to do so.

44. The parties shall refrain from speaking negatively about one another in the presence of the minor children, and the parties shall not discuss disputes about parent time or any legal actions with, or in earshot of, the minor children. The parties shall not discuss any changes to the parent time schedule with the minor children unless the parties have previously agreed to such changes in writing. The parties shall also require other third parties that come into contact with the child to so refrain, and this restriction shall extend to all social media and networking websites and forums to which the child may have access.

45. 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. All communication between the parties shall be civil, at reasonable times, and of reasonable frequency and duration.

46. The parties shall not involve the minor children in the legal disputes of the parties, financial matters, parent time, and/or custody. The parties shall not attempt to influence the children's preferences regarding issues of custody and/or parent time, whether by reward, punishment, or guilt.

47. Neither party shall use alcohol in excess, illegal drugs, or abuse prescription drugs during parent time with the minor children.

48. Neither party shall expose the minor children to, or allow the viewing of any adult content, adult themes, adult media, or media including sexual adult content, while under their care and perspective parent time, whether it be through any media, internet media, social media, entertainment, movie content, or video game content.

49. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under the mutual restraining order and shall have the affirmative duty to use their best efforts to prevent third parties from such violations or shall remove the children from such circumstances.

50. Transportation for the Children. In the event the parties practice unsupervised parent time according to Utah Code Ann. § 81-9-302, the parties will utilize school-to-school exchanges when school is in session. If school-to-school exchanges are not possible or if school is not in session, the receiving parent will provide the transportation from the other parent's residence unless otherwise mutually agreed upon. All travel safety measures pursuant to local and state laws shall be taken by each party to ensure the children's safe transport.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

REAL PROPERTY

51. The California home shall be listed for sale as soon as the current lease expires, and is expected to end in March 2026. The home should be listed and sold as soon as possible after that lease expires.

52. Unless the parties stipulate to a different process, the Court finds that the following process is reasonable:

- a. Respondent shall choose three realtors and present those to Petitioner, who shall pick one.
- b. Both parties shall cooperate with that realtor to place the home on the market, show the home, etc.

- c. The realtor should convey any offers to both parties. The parties shall ensure that both are aware of any offers.
- d. Reasonable offers, as identified by the realtor, shall be accepted. The parties should not unreasonably reject any offer on the home.
- e. At closing, the parties shall use the closing proceeds to, in this order, pay any debts related to the California home, pay the debts discussed below listed as the Division of Debts, pay any remaining GAL fees, and then equally divide any remaining equity.

ASSETS

53. During the course of the parties' marriage, the parties acquired various assets, which may include, but are not limited to, items of personal property or financial accounts. Such assets have been previously divided between the parties if any such exist, and are now in the possession and ownership of that party, free and clear of any claim by the other.

DIVISION OF DEBTS

54. During the course of the parties' marriage, the parties have incurred various debts which were determined to be marital debt. The parties shall pay the following debt obligations, and any remaining PGAL fees from the proceeds of the sale of the California home, prior to dividing any remaining equity.

- a. Chase Bank Credit Card 8928 (formerly 6557) in the amount of \$6,812.58.7

- b.** USAA Credit Card 5998 and 9983 in the amount of \$6,993.18.
- c.** America First Credit Union in the amount of \$32,552.00.
- d.** Lending Club in the amount of \$4,036.03.
- e.** Upstart Loan in the amount of \$13,551.38.
- f.** Affirm (PGAL fees) in the amount of \$15,573.23
- g.** Any further PGAL fees incurred by the parties.

55. Apart from the afore-ordered division of marital debt, if the parties incurred any additional debt during the marriage or after the date of the filing of the Petition for Divorce, any such debt shall remain the obligation of the party who incurred the debt, and in whose name the debt appears. That party shall be obligated to repay the debt and shall indemnify and hold the other party harmless from the same.

- a.** The parties shall also be ordered to notify creditors or obligees of the Court's division of debts or obligations and to give creditors the parties' separate, current addresses. The parties shall keep any and all joint-related debts current and in good standing with the creditors.
- b.** In addition to a creditor's duties as a secured party under Utah Code Ann. § 70A-9-112 and the creditor's duties as a trustee or beneficiary of a trust deed under Utah Code Ann., Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under Utah Code Ann. §§ 81-4-501, 81-4-505 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current

addresses of the debtors either by the court order or by other written notice, must provide to the debtors individually all statements, notices and other similar correspondences required by law or by contract.

c. With respect to a debtor who is not ordered by the court under Utah Code Ann. 81-4-204(1)(e), to make payments on a joint obligation, no negative credit report under Utah Code Ann. § 70C-7-107, and no report of the debtor's repayment practices or credit history under Utah Code Ann., Title 7, Chapter 14, Credit Information Exchange, shall be made regarding the joint obligation after the creditor is served notice of the court's order unless the creditor has made a demand on the debtor for payment because of the failure to make payments by the debtor, who is ordered by the court to make the payments.

d. Absent an agreement by the parties, any and all debts incurred by either party from the date of the entry of the Findings of Fact and Conclusions of Law and Order by the Court, and thereafter, shall be the sole responsibility of the party incurring the debt, with the other party being indemnified and held harmless from the same.

TAXES

56. The parties shall file their 2025 tax returns separately and each year thereafter.

57. Given that Petitioner is not working and any support for the children will be provided by Respondent, Respondent shall claim the children for dependency purposes on his federal and state tax returns each year.

MISCELLANEOUS

58. Dispute Resolution. If the parties have any future disagreement regarding their children generally, or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed-upon third party or mediator before either party initiates legal action. However, either party may seek emergency relief from the court in the future should an emergency arise that would make formal negotiation impractical.
59. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.
60. Identity: 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.
61. Attorney's Fees and Costs: Each party is ordered to assume his or her own costs and attorney's fees incurred in this action.

*** * * END OF ORDER * * ***

APPROVAL AS TO FORM:

Rachelle Marie Poska, Petitioner
Signed by Kurt A. Quackenbush with permission
of Rachelle Marie Poska on March , 2026.

Samuel J. Sorensen, Guardian ad Litem

*Signed by Kurt A. Quackenbush with permission
of Samuel J. Sorensen on March 20, 2026.*

**Pursuant to Rule 10(e) of the Utah Rules of Civil Procedure, this proposed DECREE OF
DIVORCE will be entered by the Court's Signature at the top of the first page.**

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of March 2026, a true and correct copy of the
foregoing **DECREE OF DIVORCE** was filed with the Clerk of Court using the Utah Electronic
Filing System, which will send notification of such filing to the following:

RACHELLE MARIE POSKA
poskadivorce@gmail.com

Samuel J. Sorensen (13366)
HAWKES QUAM, LLC
6965 Union Park Center, Suite 450
Cottonwood Heights, Utah 84047
Telephone: (801) 953-0945
sam@hawkesquam.com

/s/ Charlotte L. Bostwick
Paralegal at Quackenbush Legal, PLLC