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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

JESSICA ROUNDY,

Petitioner,

And

PAYDEN ROUNDY,

Respondent.

DECREE OF DIVORCE

Case No. 254700622

The Honorable Edwards
Commissioner Christina Wilson

THE ABOVE-CAPTIONED matter has come before the Court based on the parties' joint Stipulation and Settlement Agreement, filed with the Court on February 11, 2026. The Court, having reviewed the parties' Stipulation, having found the terms thereof to be fair and reasonable, having made its Findings of Fact and Conclusions of Law, and having been fully informed in the premises, now ORDERS, ADJUDGES and DECREES:

1. **DECREE OF DIVORCE:** The parties are granted a Decree of Divorce, final upon entry, terminating the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences.

2. **LEGAL CUSTODY:** The parties are awarded joint legal custody of the minor children.

In the event of a disagreement on issues related to education, religion, OR medical treatment of

the children, the parties shall first attempt to resolve the issue through good-faith discussion. If they are still unable to agree, the parties shall petition the Court for relief.

3. **PHYSICAL CUSTODY:** The parties are awarded joint physical custody of the minor children.

4. **PARENT-TIME:** The parties shall have parent-time on 50-50 basis, with the Respondent having every Monday and Tuesday overnights, the Petitioner having every Wednesday and Thursday overnights, and the parties having alternating weekends from Friday afternoon to the following Monday morning.

5. **HOLIDAY PARENT-TIME:** The parties shall exercise holiday parent-time as they can agree. If they cannot agree, the parties shall follow the holiday parent-time schedule set forth in Utah Code Ann. §81-9-302, with the Petitioner designated as the custodial parent.

6. **EXTENDED SUMMER PARENT-TIME:** The parties are each entitled to two weeks of uninterrupted summer parent-time. The Petitioner shall have the first priority in even-numbered years and the Respondent shall have the priority in odd-numbered years. The party with the priority in a given year shall provide notice of which two weeks they intend to exercise no later than May 1 of that year. The other party shall provide notice of their two weeks no later than May 15 of that year. If the party with the priority does not provide notice by May 1, the other party may schedule their two weeks at their discretion.

7. **SCHOOL:** The minor children shall remain in their current schools, and shall matriculate into other schools in the same district the children are currently enrolled in so long as Respondent continues to reside in Davis School District. In the event Respondent moves out of

the boundaries of Fruit Heights, the parties shall confer and attempt to reach a resolution on the minor children's schools and follow the dispute resolution provisions contained herein.

8. **PRESCHOOL:** The Petitioner may choose the preschool for the parties' youngest child for the 2026-2027 school year, provided she selects a preschool no more than 20 minutes driving time from the Respondent's current residence in Fruit Heights.

9. **SPECIAL EVENTS:** Special consideration shall be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, holidays, family parties, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule. When these types of special events conflict with the parent-time schedule, the parties shall abide by the following:

a. The parent seeking to have the children for the special event shall provide the other parent with reasonable notice of the event as far in advance as is practical under the circumstances.

b. For family activities and other special events that are outside the regular and holiday parent-time schedule, the party that has requested the additional parent-time shall pick up and drop off the children at the beginning and end of said parent-time.

10. **COMMUNICATION / VIRTUAL PARENT-TIME:** Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of phone privileges and virtual parent-time if the equipment is reasonably available. Both parents shall provide the children with the communication devices needed

(cellphone, tablet, or otherwise) to engage in phone conversations and virtual parent-time.

Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time. Neither party should interfere with or monitor communication between the minor children and the other party.

11. COMMUNICATION BETWEEN THE PARTIES: The parties shall discuss all parenting concerns by text or e-mail and will not use their children to deliver messages. The parties shall use phone contact for emergencies or changes on the day of parent-time exchanges. The parties will be civil with one another.

a. Text messaging should be used for issues regarding the children. Each party shall respond to the other party within twenty-four (24) hours.

b. Emails should be short and clear. E-mails regarding parent-time and child-related concerns should be kept separate from financial matters. Financial e-mails shall be sent separately. E-mails should use specific subject lines so that finding the information is easy. Each party shall respond to the other party within twenty-four (24) hours.

12. OVERNIGHT TRAVEL/VACATIONS: The parties shall advise each other of the logistical details regarding overnight travel with the minor children, which means residing at any location other than the parties' residence, or wherever the children travel over 150 miles from either party's home. Such details shall include a travel itinerary, contact information where the children may be reached in an emergency, and other means of communication where the children may be reached.

13. CHILD SUPPORT:

- a. Each party shall be imputed an income of \$5,500 per month.
- b. The Petitioner shall be given credit for 183 overnights in even-numbered years, and the Respondent shall be given credit for 183 overnights in odd-numbered years.
- c. Given the parties' incomes and the parent-time schedule, neither party shall owe child support to the other.

14. HEALTH INSURANCE: The parties shall cooperate to provide health insurance for and pay for the medical expenses of the minor children at the least expense possible for both parties, consistent with the provisions of Utah Code 78B-12-212.

- a. Pursuant to Utah Code Ann. § 78B-12-212, the parties shall share equally the out of-pocket costs of the premium paid by a party for the minor children's portion of the insurance. Petitioner is currently covering the minor children under her health insurance policy. Respondent shall begin reimbursing Petitioner ½ of the children's portion of the premium in February 2026.
- b. The parties shall share equally all reasonable and necessary uninsured medical, dental and orthodontic expenses, deductibles, and co-payments incurred for the minor children and actually paid by the parties.
- c. The party who incurs a medical expense shall provide written verification of the cost of paying the medical expenses to the other party within thirty (30) days of payment.
- d. Each party shall provide verification of insurance coverage to the other party upon initial enrollment of the minor children, and thereafter by January 2 of

each calendar year. Each party shall notify the other of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date that party first knew, or should have known, of the change.

e. A party incurring a medical expense may be denied the right to receive credit for the expense, or to recover the other party's share of the expense, if the incurring party violates the subparagraphs above.

15. CHILD CARE: In the event either party needs surrogate care, they shall first use relatives to provide such care. If relatives are not available to provide care, the parties may use third parties to provide childcare. The parties shall share, equally, any work-related childcare expenses actually incurred. The parent enrolling the minor child in childcare or otherwise incurring the expense that must be shared shall notify the other party in advance and provide verification of the expense actually incurred within thirty (30) days of incurring the expense. A parent incurring childcare expenses may be denied the right to receive credit for the expense or to recover the other party's share if the parent incurring the expense fails to provide verification as required herein.

16. RIGHT OF FIRST REFUSAL: The parties agree that parental care is preferable to surrogate care. If a parent needs surrogate care of six hours or more, that parent should give the other parent the first opportunity to care for the children and this preference extends beyond relatives (i.e. the parties agree that prior to having relatives or significant others of either party care for the minor children, they shall contact each other first). The party exercising the right of first refusal shall be responsible for all transportation related to the right of first refusal.

17. EXTRACURRICULAR ACTIVITIES: The parties shall share, equally, any costs associated with the children's extracurricular activities, so long as such activities have been mutually agreed, in writing, prior to the children's engagement in such activities. Both parties shall be allowed to attend and observe all children's activities. Neither party shall schedule extracurricular activities on the other party's parent-time without that party's written consent.

18. SCHOOL EXPENSES: The parties shall share, equally, the costs and fees associated with the children's public schooling.

19. TAX EXEMPTIONS: While there are three minor children, the Petitioner shall be allowed to claim two children and the Respondent one child for federal and state income tax purposes in each even-numbered year. The Respondent shall be allowed to claim two children and the Petitioner one child for federal and state income tax purposes in each odd-numbered year. When there are two minor children, each party shall claim one child for federal and state income tax purposes. When only one child may be claimed by the parties, they should alternate years claiming the child, with the Petitioner claiming the child in even-numbered years and the Respondent in odd-numbered years.

20. TAX FILING: Petitioner and Respondent shall file a joint tax return for the 2025 tax year, and shall share, equally, any refund or obligation.

21. PERSONAL PROPERTY: The parties' personal property shall be allocated as they have already divided it between them. The Petitioner is awarded the 2020 Ford Explorer, together with any equity therein or any obligation associated therewith. The Petitioner shall have 180 days from the date of entry of the Decree of Divorce to refinance the loan on the Ford Explorer out of the Respondent's name. During those 180 days, the Petitioner will be solely

responsible for all expenses associated with the Explorer, including the monthly loan obligation. During those 180 days, the Petitioner will provide the Respondent, upon request, with all records or account statements associated with the loan on the Explorer to demonstrate that she is current on the loan. In the event the Petitioner misses or is late on more than two payments during the 180 days, she shall surrender the Explorer to the Respondent, who may sell it and retire the loan thereon. In the event the Explorer is sold and there is a deficit relative to the loan amount, the Petitioner shall be solely responsible for that deficit.

22. **BUSINESSES:** Each party is awarded one-half of the parties' marital interest in The Snail Nail Company, LLC. The parties shall cooperate as necessary to divide this interest and Respondent shall provide documentation to The Snail Nail Company, LLC of the parties' 50/50 ownership interest.

23. **FINANCIAL ACCOUNTS:** Both parties are awarded their separate financial accounts.

24. **OUTSTANDING MEDICAL DEBT:** The parties shall share, equally, any marital medical debt owing as of the date of this Agreement.

25. **DEBTS:** Each party shall be responsible for the debt in their respective names.

26. **ALIMONY/SPOUSAL SUPPORT:** Neither party is awarded any amounts as or for alimony.

27. **MISCELLANEOUS:**

- a. The Petitioner waives any claim to reimbursement for past health insurance premiums.

- b. The Respondent waives any claim from the Petitioner removing money from a savings account or for money he spent on the Petitioner's car.
- c. The Respondent agrees that his friend Derek will not live at his residence after February 11, 2026.

28. **ATTORNEY FEES:** Each party is ordered to assume his or her own costs and attorney fees of this action.

29. **COMPLETE OWNERSHIP OF PROPERTY AWARDED:** All property and money received or retained by either party pursuant to this Agreement and their Decree of Divorce will be deemed the separate property of such party, free and clear of any right, interest or claim of the other party, including the right to inherit or be named as a beneficiary, and each party should have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

30. **FULL DISCLOSURE:** The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this Agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

31. **DISPUTE RESOLUTION:** The parties shall use mediation as a course of remedy for any future disputes, before seeking redress from the Court.

32. **BREACH OF AGREEMENT:** If either party defaults in his or her obligations hereunder, the defaulting party will be liable to the other party for all reasonable expenses, including attorney fees and court costs, incurred to enforce this Agreement.

33. **CHOICE OF LAW:** This Decree and all rights and obligations of the parties hereunder shall be construed according to the laws of the State of Utah.

34. **MAIDEN NAME:** Jessica shall be entitled to receive her maiden name of Smith, if she so chooses, upon entry of the Decree of Divorce.

The Court's Signature Will Appear as an Electronic Signature on the
First Page of this Document

APPROVED AS TO FORM:

/s/ Farrah L. Spencer

Farrah L. Spencer

Attorney for Petitioner

DATED: 3/20/2026

RULE 7 NOTICE

Please take notice that pursuant to Rule 7(j)(4) of the *Utah Rules of Civil Procedure*, the foregoing **FINDINGS OF FACT AND CONCLUSIONS OF LAW** shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of April, 2026, I served a true and correct copy of the foregoing on the following:

Farrah L. Spencer
Attorney for Petitioner

[X] Court's Electronic Filing System
[] U.S. Mail
[] Hand Delivery
[X] Email

/s/ Nicole Rangel