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**IN THESECOND JUDICIAL DISTRICT COURT,
DAVISCOUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

DAVID JAMES PETERSEN,
Petitioner,

and

EMILY KATHERINE PETERSEN
Respondent.

DECREE OF DIVORCE

Civil: 254701079
Judge: Michael Edwards
Commissioner: Julie Winkler

The Petitioner, DAVID JAMES PETERSEN (hereinafter referred to as “David”, “Petitioner”, or “Father”), by and through counsel, David Holman, and the Respondent, EMILY KATHERINE PETERSEN (hereinafter referred to as “Emily”, “Respondent”, or “Mother”), by and through counsel, Rachel K. Low, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties’ Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

1. Residency: The parties are bona fide residents of Davis County, State of Utah, and has been for three months immediately prior to the filing of this action.

2. Marriage Statistics: The parties were married on June 6, 2015, in Salt Lake County, Utah, United States and are presently married.

3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. Children. The parties have the following children.

1. Name	2. Date of Birth
3. S.P.	4. August
5. E.P.	6. December
	2018
	2021

PARENTING PLAN

5. 1Custody/Parent time. The parties are awarded joint physical custody of their minor children. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined by Utah Code §81-9-305 on a 50/50 schedule with the following exceptions:

- a. Mother is a nurse and whose schedule changes weekly. Currently, she is able to book her schedule out about three months at a time. The parties agree to a 50/50 parent time schedule which will give each parent 7 nights out of 14 or 14 out of 28. The parties agree to adjust the parent time schedule around Mother's work schedule and that Mother will make best efforts to adjust her work schedule

around Father's needs, if possible. The parties will book their parent time with at least two months' notice through a shared family calendar. The parties will also make best effort to divide their weekend and weekday parent time equally.

b. If Mother secures employment with a set schedule, the parties agree to follow either a week on/week off schedule or a 2-2-5 schedule as outlined in 81-9-305. With one parent exercising Monday/Tuesday and the other parent exercising Wednesday/Thursday and the parties rotating each Friday, Saturday and Sunday.

c. Summer-time: Each party will receive two-uninterrupted weeks in the summer-time. Neither party will bootstrap their summer time with regular or holiday parent-time so as to extend beyond the 2 weeks. Summer-time shall be subject to holiday parent time and shall be exercised during the time the children are not attending school.

6. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1 each year for first option parent and May 15 for second option parent. The Father shall have first choice of extended time in odd numbered years and the Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

7. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code§81-9-303 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school

Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	July 4th 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	First Half of Winter Break, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	Second Half of Winter Break , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The day before or after child's birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 9 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with the exchange at school

8. Legal Custody. The parties shall have joint legal custody. Both parties will 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 mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the parties will mediate before court

intervention. Neither party shall have presumptive decision making authority. 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.

- a. Medical. The parties will use a mutually agreed upon pediatrician as the pediatrician for the children and specialists that their pediatrician recommend, when needed. The parents shall make decisions mutually regarding the children's medical care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending doctor.
- b. Dental. The parties will use a mutually agreed upon dentist as the dentist for the children and specialists that their dentist recommends, when needed. The parents shall make decisions mutually regarding the children's dental care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending dentist.
- c. Separate Accounts. According to Utah Code §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.
- d. Educational Plan. The children shall attend the school they are currently attending, unless otherwise mutually agreed upon by the parties in writing. If Emily's employment changes to a set schedule, the parties will have a good faith discussion regarding the best interests of the children and their education at that time. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

- e. Religion: Religious upbringing shall be as the parties agree.
- 9. Relocation. If either party moves more than 40 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code§81-9-209.
- 10. The parties agree to use a mutually agreed upon parenting app unless otherwise agreed to in writing.
- 11. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children.
- 12. Travel. When the children travel with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:
 - a. An itinerary of travel dates;
 - b. Destination;
 - c. Places where the children or traveling parent can be reached;
 - d. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.
 - e. Both parties shall have unfettered access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

13. Change of Information: Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

14. Notification of Children's Events. 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 school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

15. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

16. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children

for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

c. The parties will not use their children to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any children's activity.

d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.

f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

h. Redacted.

17. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available four

hours or more during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

18. Dispute Resolution. If the parties have any future disagreement pertaining to 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 of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

19. 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 extra-curricular 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. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child

shall put the event on theCalendar within 24 hours of receiving the calendar or any change.

20. 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 agree that this does not include private school tuition. 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.

21. Transportation for the Children. The parties will utilize school-to-school and/or daycare exchanges when school is in session. If school -to -school and/or daycare exchanges are not possible because school is not in session, the receiving parent will provide the transportation from the other parent's residence unless otherwise mutually agreed upon. If a parent is exercising a mid-week with a return the same day, the parent exercising parent-time will provide all of the transportation.

a. For so long as David is working and his commute has him passing by Emily's current residence in Sugarhouse and on days where Emily has chosen an 8:00 am exchange time after her shift David will drop the children at school and daycare or at Emily's when school is not in session.

b. Emily may elect to pick up the children after her shift but no later than 8:00 pm, and she will provide David with notice no later than 5:00 pm on that same date of her intention. Should Emily so elect, the children will be ready for bed.

c. On the nights before Emily's shift, David will pick up the children from Emily at 6:00 pm, and the children will be fed dinner.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

22. Child Support. Child Support shall be calculated as according to Utah Code §81-6-201 *et seq.* The Mother's gross monthly imputed income is \$6,300.00 per month. The Father's gross monthly income is \$14,891.00 per month. The Mother has 183 overnights and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. The Father's child support obligation should be \$584.00 per month. Child support shall commence on May 15, 2026 with the pro-rated May payment in the amount of \$292. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

23. 2Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with Utah Code §81-6-208.

a. 3Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. 4Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. 5The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent children. If a parent remarries and his or her

dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental 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 dependent children.

e. Double coverage shall not be required. However, if the parties have double coverage for insurance, so long as insurance is paid for, each party shall pay their own insurance policy premium with no compensation from the other party.

f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

24. Childcare Expenses. The parties shall adopt Utah Code §81-6-209, and each parent shall equally share the reasonable and necessary work-related childcare expenses for the minor children. The parties must mutually agree upon any paid day care for the minor children. Day care provided by family members or friends shall be presumed to be at no cost.

25. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor children as follows:

a. While there are two minor children, the parties will each receive one child as a dependency exemption/tax credit. Mother will claim the oldest child and Father will claim the youngest child.

b. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and the Father will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

c. The Father is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of the applicable tax year.

26. Real Property.

a. The marital property located at 3123 Crest View Circle, Bountiful, Utah will be awarded to the Father with all debts and liabilities. The Father shall hold the other party harmless on all debts and liabilities associated with the home. And shall have sole use and possession of same. The Father will get the utilities solely in his name by May 31, 2026. The Father will refinance the home or assume the mortgage and pay out Mother by June 30, 2026. Mother agrees to timely cooperate with all the necessary requests by the lender.

b. Father agrees to pay out to Mother the sum of \$75,235 by June 30, 2026 representing her share of the marital property equity.

27. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. The parties agree Mother shall retrieve her property no later than June 30, 2026. Other items not listed herein shall be divided equitably between the parties as the parties may agree. The parties shall cooperate in making a fair division

of personal property, recognizing that personal property is of little to no monetary value, and will not seek a financial equalization for the final division of personal property. If the parties cannot agree, they shall return to mediation.

28. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Debts in Father's Name Only	Father
Debts in Mother's Name Only	Mother
Joint Chase Credit Card ending in #0916 in the approximate amount of \$17,636.00 which will be reduced by \$1,394.00 from Mother's H.S.A.	Father, removing Mother's name from the account or closing the account within 6 months of entry of Decree of Divorce
Joint CitiBank Credit Card ending in #1567 in the approximate amount of \$52.16	Father, removing Mother's name from the account or closing the account within 6 months of entry of Decree of Divorce
Joint Apple Credit Card ending in #7862 in the approximate amount of \$229.07	Father, removing Mother's name from the account or closing the account within 6 months of entry of Decree of Divorce

a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it.

Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. 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.

29. Checking and Saving Accounts. Each party will be awarded monies in their own separate checking and savings accounts. Mother agrees to remove Father from the joint account no later May 31, 2026.

30. Retirement Accounts: The parties shall equally divide the marital portion of all retirement, 401k, and IRA, and will divide the amount with each receiving ½ of the marital portion with the valuation date as the entry of the Decree of Divorce. The parties shall equally split the cost associated with splitting the accounts or QDRO, if any. The parties agree to use Rori Hendrix or Connor Fackrell to prepare any QDROs. The retirement accounts to be divided are Father's Empower 401(k) (formerly TransAmerica), Father's URS 401(k) and Mother's TRowe Price IHC 401(k).

31. Name: Mother will have the option of restoring her name to Emily Katherine Louise Barnett.

32. Alimony: The Father shall pay Mother \$1416.00 per month for a term of 2 years, and then \$916 for three years unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party or the successful payment for 60 months. Equal payments will be made on the 5th and the 20th of each month. Alimony will commence on the first of the first month after the entry of the Decree of Divorce.

33. 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.

34. Drafting. Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of this stipulation. Both parties and their counsel have had an opportunity to read the stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of this Stipulation, and no provision shall be construed against any party as being the draftsman thereof. This Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

35. 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.

36. Attorney's Fees and Costs: Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action.

37. Final Stipulation: This Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of this Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this stipulation.

*****ENTERED BY THE COURT ON THE DATE AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 20th ____ day of May 2026.

*E-signed by Rachel K. Low
with permission of David Holman*

/s/ David Holman (approved as to form w/edits)

DAVID HOLMAN
Attorney for Petitioner

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure a true and correct copy of the above Order was served by being emailed on the 20th day of May 2026, to the following parties. Notice of objections to this order must be submitted to the Court and counsel within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

DAVID HOLMAN
Attorney for Petitioner
Email: dholman@holmanlawlc.com

JR LAW GROUP, PLLC

/s/ Rachel K. Low
RACHEL K. LOW
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of May 2026, I caused a true and correct copy of the foregoing *Divorce of Divorceto* to be sent to the following by the method indicated below:

E-FILE:

DAVID HOLMAN
Attorney for Petitioner

JR LAW GROUP, PLLC

/s/ Seth Erichsen

SETH ERICHSEN
Paralegal for Jr Law Group, PLLC