



**BRITTANY R. BROWN #12636 OF
RICHARDS & BROWN P.C.**

Attorney for Jenifer
938 University Park Blvd., Suite 140
Clearfield, Utah 84015
Telephone: (801) 773-2080
Facsimile: (801) 773-5078
brittany@richardsbrownlaw.com

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

In the Matter of the Marriage of:	)	DECREE OF DIVORCE
JENIFER STODDART	)	
Petitioner,	)	
	)	
and	)	Case No. 264700176
	)	Judge Russell
JOHN STODDART	)	Commissioner Winkler
Respondent.	)	

WHEREFORE the Court has reviewed the Findings of Fact and Conclusions of Law, Stipulation on Divorce and Custody, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged, and decreed as follows:

- 1) JURISDICTION:** That Jenifer was for more than three (3) months prior to filing this action an actual and bona fide resident of Davis County, State of Utah.
- 2)** Jenifer and John were married on the 5th day of August, 1992, in Salt Lake City, Utah.
- 3) GROUNDS:** During the course of the marriage, the parties

have experienced differences which cannot be reconciled that make continuation of the marriage impossible the parties shall be granted a divorce on the grounds of irreconcilable differences.

4) CUSTODY & SUPPORT: There were four (4) children born as issue of this marriage with two (2) children under the age of 18 to wit; R.D.S. dob 04/09/2011 and P.M.S. dob 06/29/2013.

5) Jenifer and John are fit and proper to be awarded joint legal custody of the minor children. The parties shall discuss all major issues regarding the children with one another. If there is no agreement after discussion, the parties shall look to a professional in the field (i.e. children's doctor on medical issue) and discuss again strongly favoring the professional's opinion. If there is still no agreement, the parties may elect to mediate. If no agreement at mediation, Jenifer shall then have presumptive decision-making authority subject to John's right to object with the Court.

6) Jenifer shall be awarded sole physical custody of the minor children with her residence designated as the children's primary residence. The parties will work together to determine the best parent-time schedule and allow the flexibility of parent-time, special events and additional parent-time as the parties can agree and as they have historically done with John having at least the minimum time listed in U.C.A. §81-9-302. Exchanges shall be curbside.

7) The parties shall exercise holidays as they agree which is based off U.C.A.§81-9-302, with a few revisions. The schedule is as follows:

Holiday Parent Schedule Consistent with U.C.A.§81-9-302

Holiday	Even Year Parent	Odd Year Parent	Awarded Time
Martin Luther King Jr. Holiday	Jenifer	John	(1) Begins Friday before MLK Jr. Day at: (a) 9 a.m. if school is not in session and the parent can be with the children; (b) the time school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Ends 7:00 pm on MLK Jr. Day.
President's Day	John	Jenifer	(1) Begins Friday at: (a) 9 a.m. if no school; (b) dismissal; or (c) 6 p.m. by election. (2) Ends at 7:00 p.m. on the day before school resumes.
Spring Break	Jenifer	John	(1) Begins 6 p.m. the day school dismisses. (2) Ends 7:00 p.m. on the day before school resumes. The parent awarded spring break is also awarded Easter Sunday from Saturday at 7:00 p.m. until Sunday at 7:00 p.m.
Memorial Day	John	Jenifer	(1) Begins Friday at: (a) 9 a.m. if no school; (b) dismissal; or (c) 6 p.m. (2) Ends 7:00 p.m. on Memorial Day.
July 4th	Jenifer	John	(1) Begins July 3rd at 6 p.m. (2) Ends July 5th at 6 p.m.
July 24th	John	Jenifer	(1) Begins July 23rd at 6 p.m. (2) Ends July 25th at 6 p.m.
Labor Day	John	Jenifer	(1) Begins Friday at: (a) 9 a.m.; (b) dismissal; or (c) 6 p.m. (2) Ends 7:00 p.m. on Labor Day.
Fall Break (UEA)	John	Jenifer	(1) Begins 6 p.m. day school dismisses. (2) Ends 7:00 p.m. on the day before school resumes.

Halloween	Jenifer	John	(1) Begins school dismissal or 4 p.m. if no school. (2) Ends 9 p.m.
Thanksgiving	Jenifer	John	(1) Begins Wednesday at 6 p.m. or dismissal. (2) Ends 7:00 p.m. on the day before school resumes
Winter Break (First Half)	Both	Both	The parties will split the Winter Break with Jenifer having the kids from when they are released from school until Christmas Day at 1:00 p.m. John will then have the children Christmas Day from 1:00 p.m. until December 27 th .
Winter Break (Second Half)	John	Jenifer	(1) Begins Dec. 27 at 7 p.m. (2) Ends the day before school resumes at 7:00 p.m.
Children's Birthday	John	Jenifer	(1) Begins 3 p.m. (10 a.m. weekends/holidays). (2) Ends 9 p.m. Parent has siblings.
Father's Day	John	John	(1) Begins 9 a.m. (2) Ends 7 p.m.
Mother's Day	Jenifer	Jenifer	(1) Begins 9 a.m. (2) Ends 7 p.m.

8) The parties shall each be awarded up to two weeks of uninterrupted summer parent-time each year with John receiving preference on weeks in odd numbered years and Jenifer preference in even numbered years. John is also entitled to up to two-weeks of interrupted parent-time consistent with U.C.A.§81-9-302. The preference shall apply if the weeks are designated by May 1 of each year. The other party shall designate by May 15 of each year.

9) The parties shall incorporate the following parenting plan:

PARENTING PLAN

GROUND RULES

- 1.** The objectives of this parenting plan are the following:
 - a. to provide for the children's physical care;
 - b. to provide for the children's emotional stability;
 - c. to provide for the children's changing needs as they grow and mature so as to minimize future parenting plan modifications;
 - d. to set forth the authority and responsibilities of each parent with respect to the children;
 - e. to minimize the children's exposure to harmful parental conflict;
 - f. to help minimize any conflict between the parents;
 - g. to provide for and foster appropriate, civil and continuing communication and cooperation between the parents and guidelines regarding their communication and resolution of any conflicts;
 - h. to encourage the parents to meet the needs of their children and their responsibilities as a parent through agreements and cooperation instead of relying on judicial intervention; and,
 - i. To protect the best interests of the children.
- 2.** The parties understand the objectives of this parent-plan and believe they are both dedicated parents who desire to create a structured parenting relationship for the benefit of their children and that their focus is the needs and interests of the children.
- 3.** The parties realize that both of them are important to the children; that the children need their active support, and the parents agree to respect each other's role as a parent and their decisions with regards to the children.

4. The parties agree that to have a successful parenting relationship they will need to be flexible with the other parent. The parties shall incorporate U.C.A. §81-9-202 in giving special consideration to make the children available for funerals, weddings, or significant events.
5. As such, the parents understand and agree to develop and maintain good communication with each other and to establish a cooperative working relationship based upon trust, compromise, the sharing of information and open, honest and frequent communication between them.
6. The parents understand that the communication between them shall be civil and shall be regarding the health, welfare, education and all other interests of the children.
7. The parents understand that a conflict between them causes emotional trauma and pain to their children and this conflict shall be avoided.
8. The parents understand that consistency between the households is important regarding the children's schooling, discipline, etc.

TIME SHARING AND RESIDENTIAL PLAN

9. The parent with the children during their parent time will ensure that the children arrive to school on time, is picked up on time and that they complete any and all assigned homework. The parents will discuss the children's homework and school activities so that they are both aware of assignments, projects and other homework that may be due. Both parents, if possible, will attend the parent-teacher conferences.
10. While the children are with a parent, that parent shall provide the children with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping

quarters; (4) appropriate medical examinations and treatment; and (5) supervision and guidance as appropriate for the age of the children. That parent will also ensure that they will not engage in, nor permit the presence of any excessive alcohol consumption, unlawful drug use, sexually explicit activities, violence, or disrespect for law and order.

11. Each parent may make decisions regarding the day-to-day care and control of the children while the children are in the physical custody of that parent.

12. If either parent is going out of town with the children (any overnight), that parent shall provide to the other the address and telephone number of where the children will be prior to travel taking place as well as travel plans.

13. The children shall be allowed reasonable telephone contact as initiated by the children.

SHARING OF INFORMATION

14. The parents will use their best efforts to communicate and share information with each other on a frequent basis regarding the children's development, school work, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.

15. The parents will notify the other parent of all school programs, church events, extracurricular activities, and sporting events that involve the children.

16. The parents will notify the other parent of illnesses the children may have when they are at the individual homes.

17. The parents will discuss any problems either one of them is experiencing with disciplining the children and they will work together to enforce similar discipline plans/goals at each home.

18. The parents agree to communicate with each other any concerns regarding the wishes of the children in regards to parent-time and work together to do what is in the best interest of the children, in order to minimize any undue stress on the children.

19. The parents agree to immediately advise the other parent of any changes in the address, telephone number, or other information pertinent to their communication and the communication they have with the children.

20. The parents agree not to place the children in the middle of their communications or conflicts that may arise, if any. They will not probe or question the children regarding the other parent, send messages to the other parent through the children disparage or degrade the other parent in the presence of the children or allow third parties to do so.

21. If either parent is going to move more than 30 miles from the children's schools, they will provide at least 60 days' notice. If John relocates where he cannot exercise weekend time (more than 150 miles) the parties will follow U.C.A. §81-9-209 for parent-time.

MAJOR DECISIONS AND DISPUTE RESOLUTION

22. The parents agree that all major decisions concerning the children including health, education, religion, day care and general welfare will be discussed, and that they will both have input as to what is in their children's best interests.

23. If the parents cannot mutually agree as to a major decision, and a dispute arises the parties shall follow the steps laid out in prior paragraphs, with Jenifer having presumptive decision-making authority.

24. This plan shall be made an Order of the Court and shall be in effect until modified through petition and an establishment of a

substantial change in circumstances. Any changes to the Plan shall be made in writing, date, and signed by both parents. Until such Order from the Court, or written change is made, or this Plan and its terms shall remain enforceable and shall govern any dispute.

End of Parenting Plan.

10) CHILD SUPPORT: John is currently employed and his monthly income is \$6,102 gross per month. This is his base pay plus commissions and bonuses.

11) Jenifer is currently employed and earns \$2,200/month from her employment.

12) Child support should be established in accordance with the minimum support guidelines using the allowable gross incomes of the parties in an amount as provided for by Utah Code Ann. §81-6-301 et. seq. for the minor children on a sole custody worksheet is \$1,069 per month. Child support shall begin as of June 1, 2026 and continue until the children graduate from high school with their expected class or turn 18, whichever is later.

13) The parties shall jointly and equally be responsible for any extra-curricular activities or expenses for the children which are first agreed upon in writing.

14) CHILDCARE: The parties do not anticipate any daycare expenses being needed.

15) MEDICAL: The minor children are currently on Medicaid and shall remain on Medicaid as the parties qualify for Medicaid. In the event the parties no longer qualify for Medicaid, the medical premium for the minor children shall equally be split. If both parents have coverage, the children shall be double covered with each paying their own medical premium costs and Jenifer's insurance as primary.

16) Each parent is to pay for one-half ($\frac{1}{2}$) of any deductible or non-covered amounts for such essential medical or dental services or prescriptions related thereto that are not paid by the insurance provider. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent children and thereafter on or before January 2nd of each calendar year, or 30 days after the annual enrollment period. The parent shall notify the other parent or Office of Recovery Services of any change of insurance carrier, premium or benefits within 30 days of the date of the change.

17) A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. The other parent is ordered to make their portion of those payments or make arrangement to do so within thirty (30) days of receipt of the documentation supporting required participation.

18) Neither parent shall contract for or incur any obligation for elective surgery for the children, or any type of psychological counseling or evaluation for a child, anticipating co-payment from the other parent without the prior agreement or consent of that parent in writing. Orthodontia work for the children shall be split 50/50 by the parties.

19) If an agreement cannot be reached, then before any (other than emergency) medical, or psychological counseling be done as a co-obligation, the matter shall be brought back before the court.

20) TAXES: For purpose of taxes, Jenifer will continue to claim both children on her taxes for insurance purposes. If insurance is not dependent upon claiming children for taxes, the parties will each claim one child or alternate claiming the only child with Jenifer claiming the first year and John the second year.

21) REAL PROPERTY: The parties have real property located at 2121 N. 2360 W. in Clinton, Utah. Jenifer will be awarded the home

free and clear of claims of John and she is awarded all equity. Jenifer shall have possession of the home and shall pay all expenses associated with the home to include the mortgage payment, utilities, etc.

22) Jenifer shall stay current on the mortgage payments and refinance or assume the loan within twelve months from entry of divorce.

23) John will sign any necessary documents to effectuate the assumption or refinance of the home.

24) In the event Jenifer is unable to refinance or assume the loan within 12 months and Jenifer lists the home for sale, at the time of sale Jenifer will pay to John the sum of \$10,000. This payment is only due if Jenifer sells the home without first refinancing or assuming the loan. If Jenifer is unable to assume or refinance the loan within 12 months, the home shall be listed for sale within seven days of the expiration of the twelve-month period.

25) RETIREMENT: John shall be awarded his retirement free and clear of claims of Jenifer as part of a global settlement.

26) PERSONAL PROPERTY: The parties have acquired personal property during the course of the marriage and each will take the property in their own possession. If John desires any personal items, he will work with Jenifer to get those items. It is anticipated that the

items would be minimal such as copies of pictures or a few tools.

Jenifer is awarded the Tacoma, her personal items, and the items in her possession. John is awarded the two Honda's, motorcycles, trailer and associated debt.

27) The parties have a joint bank account with a \$3,700 balance. Each party shall each get 50% of the account balance.

28) The parties shall each be awarded their own bank accounts in their own names.

29) All further property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar source should be awarded to the party from whose family it came.

30) DEBTS: During the course of the marriage the parties incurred little martial debt. John shall take all credit cards and debts in his name or in which he is listed as primary. Jenifer has no debt other than the mortgage which she will be responsible for with the award of the home.

31) All other debt shall be paid by the party in whom the debt is listed.

32) Any debts incurred after the date of separation (2021) shall be the responsibility of the party incurring the debt.

33) ALIMONY: Jenifer is awarded all equity in the real property in place of claims to alimony, retirement, and for settlement purposes.

No alimony is awarded.

34) OTHER: Jenifer shall have her maiden name of Hill restored should she choose.

35) The parties shall be civil in all communications.

36) The parties shall not disparage the other party in the presence of the minor children or allow a third party to do the same.

37) Neither will threaten, harass, abuse, or cause alarm to the other party.

38) John is awarded his life insurance policy and shall be responsible for all payments on that policy.

39) Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

40) The parties shall each pay their own attorney fees.

END OF ORDER

****THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF THE DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT****

APPROVED AS TO FORM:

/s/: Jason Sant

Signed by Brittany R. Brown with permission of Jason Sant

JASON SANT
Attorney for JOHN

Rule 7

NOTICE TO THE ATTORNEY:

You will please take notice that the undersigned, attorney for Jenifer will submit the above and foregoing Decree to the Judge, for his signature upon the expiration of seven (7) days, unless written objection is filed prior to that time, pursuant to Rule 7(j)(4) of the Rules of Civil Procedure. Kindly govern yourself accordingly.

DATED this 28th day of May, 2026

/s/: Brittany R. Brown
Brittany R. Brown
Attorney at Law

CERTIFICATE OF SERVICE

I certify that I by email sent a true and correct copy of the foregoing Decree to the following:

Jason Sant
Attorney for John
jason@jolleyandjolley.com

Dated this 28th day of May, 2026

/s/: Debbie Weber
Debbie Weber