



Dustin D. Gibb (13220)  
**GIBB LAW FIRM, P.C.**  
610 N. Kays Dr., Suite 109  
Kaysville, UT 84037  
Telephone: (801) 725-6035  
Email: dustin@gibblawfirm.com  
*Attorney for Petitioner*

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

In the matter of the marriage of:

ELIZABETH MARCHANT,

Petitioner,

and

LYNN H. MARCHANT,

Respondent.

**DECREE OF DIVORCE**

Case No: 264700614

Judge Williams  
Commissioner Winkler

The Parties signed a Settlement Agreement on the 24<sup>th</sup> day of April, 2026. The Court having reviewed the Petitioner's Declaration of Jurisdiction and Grounds in support of the Decree of Divorce as well as the Settlement Agreement on file herein, having previously entered its written findings of fact and conclusions of law, and for good cause otherwise appearing, does hereby **ORDER, ADJUDGE AND DECREE AS FOLLOWS:**

1. Decree of Divorce: That the bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a Decree of Divorce from each other, the same becoming final upon entry by the Court.
2. Elizabeth is a resident of Davis County, State of Utah, and has been for more than three months prior to the filing of this matter.
3. The parties were married on September 10, 2004.
4. During the course of the marriage the parties have experienced irreconcilable differences, and the parties are awarded a Decree of Divorce on these grounds.

#### CHILDREN AND PARENTS

5. There is one minor child: ZJM, DOB 12/07/2009.
6. The parties are the legal mother and legal father of the child.

#### JURISDICTION

7. Pursuant to Utah Code, the Utah Second District Court has proper jurisdiction over this matter.
8. Pursuant to Utah Code, Davis County, Farmington District, is the proper venue for this action.
9. The child resides in Utah and has done so for more than six (6) months.
10. Utah has jurisdiction over the custody and parent-time issues in this case because Utah is

the home state of the child under Utah Code.

11. There are no proceedings in any court of law or governmental agency for custody, parent-time or visitation concerning the child which have been filed, or are pending, or have been completed with an order.

12. There are currently no juvenile court proceedings against or involving the child.

13. There is not any person who is not a party to these proceedings who has physical custody of the child and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the child.

#### LEGAL CUSTODY

14. The parties should be awarded joint legal custody of the child, subject to the following parenting-plan:

A. Decision-making:

i. Each of the Parents is empowered to make routine day-to-day and emergency decisions affecting the health or safety of the child without the consent of the other. That said, the parent exercising parent-time during an emergency shall inform the other parent of the emergency as soon as possible after learning of the emergency and advise and consult with the other parent regarding emergency medical treatment of the child.

ii. It is anticipated that parental decisions shall be required for major

decisions, including but not limited to educational, medical, and religious issues in raising the children. Each of the Parents is entitled to make minor decisions involving the child.

iii. If and when a major issue arises, the Parents shall address the issues together. Each of the Parents shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the Parents may further elect to seek input from treating physicians or educators. If the Parents cannot agree after making a good faith effort to come to an agreed upon decision, the parties shall attend mediation prior to bringing the matter before the Court. The parties will equally divide the costs of mediation. The status quo will be maintained until an agreement between the parties is reached or until further order of the Court.

**B.** To the extent a party exercising parent-time will be away from the child overnight and is in need of overnight surrogate care, the party in need of the surrogate care shall be required to allow the other party to provide the care before anyone else. The party exercising the right of first refusal shall be responsible for all transportation related to exercising the right of first refusal.

**C.** For emergency purposes, whenever the child travels with either parent, all of the following shall be provided to the other parent: (a) an itinerary of travel

dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location.

**D. Communication:**

- i. Communication related to parenting between the Parents shall be honest, civil, factual, and aimed at maintaining a good parenting relationship.
- ii. The Parents shall not use the child as a messenger but shall instead communicate with each other directly.
- iii. The Parents shall communicate as they both feel comfortable; however, either Parent may limit communication to text at any time they choose. If a party asks a question by text message regarding the child, the other party should respond within a timely manner but not later than 24 hours.
- iv. Each of the Parents shall be entitled to telephone/virtual communication with the child at reasonable times, frequency, and duration. Each of the Parents shall be entitled to virtual parent-time at reasonable times and for reasonable durations, and the other parent will not censor or otherwise interfere with such correspondence.

**E. Restrictions:**

- i. The Parents shall not question the child about each other's personal relationships, financial spending, or otherwise use the child as a tool for discovery.
- ii. The Parents shall not use the child as a confidante to counsel with about their own personal problems—especially if the problem is related to the other parent.
- iii. The Parents shall not make negative or derogatory comments about each other or about the child's grandparents, significant other or other extended family members, to the child or within the child's range of hearing, including social media.
- iv. The Parents shall not ask the child to lie for them or to keep something secret from the other parent.
- v. The Parents will not use corporal punishment.
- vi. The Parents shall not engage in any action that would estrange the child from the other parent or impair the child's love or respect for the other parent.
- vii. The parties shall not involve the child in the legal disputes of the parties, financial matters, parent time and/or custody. The parties shall not attempt to influence the child or the child's preferences with respect

to issues of custody, parent time or where they attend school, either by reward, punishment, or guilt.

**F. General Provisions:**

- i. Neither of the Parents shall have the right to micro-manage each other's day-to-day care and control of the child while the child is residing with that parent, nor shall either parent have the right to interfere with the other parent's parent-time.
- ii. The Parents shall be flexible in adjusting the schedule to allow for family reunions, funerals, weddings, birthday celebrations, and other meaningful religious or secular gatherings. Flexibility does not require that the other parent adjust their parent-time if something is already planned, and it is encouraged that the requesting party offer make-up parent-time when making the request—doing so will encourage trading favors and cooperation.
- iii. Each Parent shall exchange information concerning the health, education, and welfare of the child.
- iv. Each Parent shall notify the other parent if the child has a disciplinary or significant social issue at school.
- v. Information concerning the child's school shall be exchanged between the Parents upon receipt of the same.

- vi. Each Parent shall inform the other of all major activities/events the child will be participating in as soon as reasonably possible so the other parent will have the opportunity to attend the activity or special event.
- vii. Each of the Parents shall have access to educational and health care records of the child.
- viii. Each of the Parents shall be listed as contacts/emergency contacts at the child's school, the child's healthcare providers, and with the child's extracurricular activity programs.
- ix. The parents shall be responsible to ensure the child's timely arrival and attendance at school on their parent time days. The parents are responsible to ensure that all schoolwork, including projects, assignments and homework is completed and timely turned in on their parent time days.
- x. The child should be allowed to choose which clothes, and other personal items he decides to take to the other party's house without interference or restriction by the other party;
- xi. Due to the child's age, it is not anticipated that the parties will be involved in parent-time exchanges. However, if the parties are present at an exchange, the exchange shall be without tension or contention for

the child's benefit. The parents shall be courteous and respectful when exchanging the child and shall defer discussing any disputes until a time and place outside of the child's presence.

xii. Neither party shall expose the child to any age-inappropriate materials, including pornography of any type.

xiii. Good Faith. The Parents shall exercise good faith and fair dealing in the performance and enforcement of this parenting plan.

#### PHYSICAL CUSTODY

**15.** The parties shall share joint physical custody. Parent-time shall be as the parties can agree. If they cannot agree, then parent-time shall be equal parent-time pursuant to ¶81-9-305, including the holiday schedule and extended parent-time outlined therein.

**16.** Notwithstanding, the parties recognize that the child is of sufficient age and maturity to determine where he would like to spend his overnights between the parents. The parties will respect the child's preference regarding parent-time.

**A.** For purposes of holiday scheduling only, Elizabeth shall be the custodial parent and Lynn shall be the non-custodial parent. These designations are solely for purposes of designating holiday parent-time and are not intended to affect the respective rights and privileges of the parties as otherwise set forth herein.

i. The parties shall not include the following holidays in their holiday parent-time schedule: Juneteenth; Veterans Day; and Columbus Day.

**B.** When both parties are not traveling over Christmas Eve and Christmas, the parties will work in good faith to allow the child to spend meaningful time with both parents during this time regardless of whose parent-time it is.

**17.** Elizabeth shall be entitled to make the first designation of summer extended parent-time in even-numbered years and Lynn shall be entitled to make the first designation in odd-numbered years. Each designation shall be made in writing to the other party, with the party having priority notifying the other party by May 1<sup>st</sup> of the dates for extended parent-time, and the other parent giving notice by May 15 each year. Failure to provide proper notice does not result in forfeiture of summer parent-time; rather, the compliant parent may choose the weeks for the non-compliant parent.

**18.** The party beginning his/her parent-time with the children shall be responsible for picking up the children from school or from the other party if the child is not able to transport himself. The parties shall utilize school-to-school exchanges. If it is not possible for the exchange to occur at the school(s), the exchange location shall be as the parties can agree. If they cannot agree, it is presumed the exchange will occur at the parties' residences, with the party who is starting their time doing the transportation. When exchanges occur at one another's residences, the exchange shall be curbside, meaning the receiving parent shall remain in their vehicle or within arm's reach of the vehicle. The delivering parent shall remain within arm's reach of their front door. The parties should not communicate during parent-time exchanges.

#### INCOMES AND CHILD SUPPORT

19. Elizabeth is employed and her income is \$33.56/hr, or \$5,817/mo gross.
20. Lynn is employed and his income is imputed to \$33.56/hr, or \$5,817/mo gross.
21. Based upon the joint physical custody child support calculator, the child support amount would ordinarily be \$10 per month, depending upon which parent is given 183 overnights on the calculator. However, due to the equal incomes of the parties, the equal parent-time, and the nominal amount of child support, no child support should be ordered at this time.
- A. Should the circumstances of the parties or child substantially change, nothing in this Agreement should be construed as to prohibit any future modification of this child support order as permitted by Utah law.
22. There are no child support arrears.
23. During any period of time in which child support is ordered, child support for a child shall continue until the child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

#### CHILD CARE

24. Due to the age of the child, childcare is not anticipated. If either party utilizes paid childcare, that party shall be solely responsible for the associated costs.

#### CHILD HEALTH CARE

25. Pursuant to Utah Code Annotated 78B-12-212, whichever parent can obtain medical, hospital, vision, and dental care insurance ("Insurance") for the child at the most reasonable cost

with the best coverage shall obtain and maintain said Insurance for the child.

**26.** If a parent marries and the child is not covered by that parent's Insurance but is covered by a stepparent's plan, the Insurance of the stepparent shall be treated as if it is the Insurance of the married parent and shall retain the same designation as the primary or secondary plan of the child.

**27.** The parties shall divide equally the child's portion of the monthly Insurance premium actually paid by a party for the child's portion of the Insurance on a per capita basis.

**28.** The parties shall divide equally all reasonable and necessary out-of-pocket medical, dental, accident, hospital, optical, psychotherapeutic, orthodontic expenses, including all deductibles and copayments incurred for the child's benefit and actually paid by a party.

**29.** Both parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, coinsurance, and copayments, incurred for the child, and actually paid by a party.

**30.** The party who incurs a health care expense should provide written verification of the cost and payment of those health care expenses to the other party within thirty (30) days of payment.

**31.** The reimbursing party shall have thirty (30) days from receipt of verification of health care expenses and proof of payment to reimburse the other party his or her half of the health care expenses.

**32.** A party incurring a health care expense may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with

this order.

33. The party maintaining the coverage shall provide verification of coverage to the other party on or before January 2 of each year or within thirty (30) days of any change of coverage.

#### TAX DEDUCTION

34. Elizabeth will claim the child in even-numbered years, and Lynn will claim the child in odd numbered years.

#### EXTRACURRICULAR ACTIVITIES AND SCHOOL FEES

35. Each party should be responsible for one-half of the expenses related to a child's extracurricular activities so long as the parties agree in advance that the child can participate in such extracurricular activity and ensure that the child attends these activities during his or her parent-time.

36. If the parties do not agree on an activity, a party may still enroll the child into such desired activity, however, the party enrolling the child into the activity shall be responsible for all costs associated with that activity. The other party shall not be obligated to ensure the child attend during his or her parent-time but shall still be allowed to attend the activity if desired.

37. A party who incurs an extracurricular activity expense on behalf of a child for which he or she is entitled to reimbursement should provide written verification of the expense and/or payment of the expense to the non-incurring party within thirty (30) days of incurring the expense or making a payment towards the expense. The non-incurring party who receives such written verification should remit his or her one-half share of the expense to the other party who

incurred the expense within thirty (30) days of receiving written verification of the cost and/or payment.

**38.** Each party should be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration fees, books, required supplies, lab fees, school lunch, school uniforms, etc.) incurred on behalf of the child during the time leading up to and including high school. The party incurring the out-of-pocket school expense should 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 should be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

#### PERSONAL PROPERTY

**39.** All personal property shall be divided as set forth below.

| <b>ITEM</b>                                                                             | <b>PARTY RECEIVING ITEM</b>                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Elizabeth's personal belongings and effects, and items received via gift or inheritance | Elizabeth                                                                                                                                                                                                                                                                                     |
| Lynn's personal belongings and effects, and items received via gift or inheritance      | Lynn                                                                                                                                                                                                                                                                                          |
| 2025 Honda Passport                                                                     | Elizabeth, together with all equity therein.<br><br>The auto loan is currently in Lynn's name. Lynn shall continue to pay the monthly payment for this vehicle. Once it is paid off, the parties shall promptly sign necessary title documents to have the vehicle put into Elizabeth's name. |
| 2019 Dodge Ram                                                                          | Lynn, together with all equity therein.                                                                                                                                                                                                                                                       |
| 2018 Kawasaki Side by Side; Boat; Harley                                                | Lynn, together with all equity therein.                                                                                                                                                                                                                                                       |

|                                                       |                                                                                                                                                                                                                                      |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Davidson Motorcycle; Kawasaki 4-Wheeler; Snowmobile   |                                                                                                                                                                                                                                      |
| Safe, including all contents and firearms             | Lynn<br><br>There is approximately \$1,300 still owing to Cabela's for this safe and the debt is in Elizabeth's name. Lynn shall continue to make the Cabela's payment until the safe is paid off and shall hold Elizabeth harmless. |
| All remaining personal property not identified herein | As the parties can agree. If they cannot agree, they shall attend mediation in an effort to divide the remaining personal property equitably and split the costs of mediation evenly.                                                |
| 2011 Honda Accord                                     | This vehicle is being driven by the minor child and the parties desire for the child to continue to sue this vehicle.                                                                                                                |

40. To the extent necessary, the parties shall sign all documents and titles necessary to have the property identified above put into the name of the party awarded the property.

41. Elizabeth shall ensure that the minor child has auto insurance through her auto insurance policy. The parties shall evenly divide the costs of the child's share (including the child as driver and the child's vehicle) of the auto insurance.

#### DEBTS AND OBLIGATIONS

42. There are no known marital debts.

43. To the extent any debt exists, the parties' debt shall be handled as follows:

A. Each party should be responsible for any debt he or she incurred prior to the marriage and after the parties' separation.

- B.** Each party is responsible for the debt in his or her own name.
- C.** Each party shall indemnify and hold the other party harmless from any and all debts he or she is responsible to pay.
- D.** Neither party shall use the credit, name, likeness, or identity of the other party to incur debt, open an account, or for any other reason.

#### REAL PROPERTY

**44.** The parties own a home located at 2442 E. Gentile St., Layton, UT 84040 (“Property”).

Lynn has already vacated the Property. Elizabeth is awarded sole use and possession of the Property, subject to Lynn’s equitable interest in the Property.

**45.** Elizabeth shall be responsible for all expenses related to the Property until the minor child graduates from high school in May 2028, including mortgage, utilities, upkeep, and so on.

**46.** No later than the child’s high school graduation, Elizabeth may elect to buy Lynn out of his 50% equity in the Property and remove his name from the deed and mortgage as follows:

- A.** The parties shall meet and confer regarding the value of the home. If they are unable to agree, they shall hire a mutually agreed-upon appraiser and share the costs of the appraisal.

- i. Once the value of the Property is determined (either by agreement or appraisal), Elizabeth shall then have 6 months after the child’s graduation to remove Lynn’s name from the deed and mortgage and pay Lynn his 50% equity in the home , which shall be determined by taking

the value of the Property and subtracting any obligations owing on the Property.

1. If Elizabeth is unsuccessful in removing Lynn's name from the deed and mortgage, but the 6-month post-graduation time period outlined above has not run, Elizabeth may continue to reside in the house and make additional attempts thereafter to remove Lynn's name. If she makes multiple attempts to remove Lynn from the mortgage and deed, Lynn shall only be responsible to share the costs of an appraisal the first attempt.
- ii. If Elizabeth is unable to remove Lynn's name from the deed and mortgage and pay him his 50% equity within the time frame outlined above, Lynn shall be given the same opportunity to refinance the home, with Lynn having six (6) months thereafter to remove Elizabeth's name from the deed and mortgage.
- iii. If Lynn is unable to do so within 6 months, the Property shall be listed for sale as outlined below.

**B.** If the Property is to be sold, the Property shall be listed for sale with a mutually agreed on real estate agent. If the parties are unable to agree on a realtor, Elizabeth will provide three names to Lynn. Lynn will choose a realtor from that list within 7 days of being provided with the list. The parties will follow the

advice from the realtor regarding any major repairs that may need to be done and split the cost equally. Parties will follow the advice of the realtor regarding listing and sale price. When the home is sold, the proceeds will be used first to pay off the home mortgage(s) and the cost of sale. The parties shall split equally any remaining equity.

#### ALIMONY

**47.** Neither party is awarded alimony.

#### RETIREMENT AND FINANCIAL ACCOUNTS

**48.** The parties have certain retirement accounts and investment accounts in their own respective names. The parties also own 500 ounces of silver. The parties desire to equalize all retirement accounts, investment accounts, and silver so that each receives 50% of the total amount held between the two parties.

**A.** Lynn has a 401(k) through Aspire with an approximate value of \$5,000. Lynn also has an investment account through Robinhood with an approximate value of \$24,000. Lynn also possesses and is awarded the silver, which is valued at \$40,000. The total current approximate value of Lynn's accounts and silver is \$69,000.

**B.** Elizabeth has a 401(k) through her employer, Citibank, with an approximate value of \$110,000. Elizabeth also has an IRA through America First

Credit Union with an approximate value \$63,000. The total current approximate value of Elizabeth's accounts is \$173,000.

**C.** The total approximate combined amount held in all above accounts and silver is approximately \$242,000, meaning each party should receive approximately \$121,000. The ultimate amounts that will be divided shall be based upon the account balances as of the date of the Decree of Divorce.

- i. Lynn is awarded both financial accounts in his own name and the silver.
- ii. Elizabeth is awarded her IRA through AFCU.
- iii. Elizabeth is awarded her Citibank 401(k), subject to division to equalize the parties' retirement accounts.
- iv. Lynn shall receive an amount from Elizabeth's Citibank retirement account that will equalize the parties' total share of the retirement accounts and silver.

1. For example, if the above listed account and silver values remain the same, Lynn would be awarded \$52,000 from Elizabeth's Citibank retirement account. ( $\$242k / 2 = \$121k$  each (-) \$69k that Lynn already possesses = \$52k)

**D.** The parties shall cooperate with one another in transferring this amount to an appropriate account for Lynn via qualified domestic relations order (QDRO).

E. If the parties learn that a QDRO is necessary, the parties will work with attorney Rori Hendrix to prepare the QDRO, and the parties will share any associated costs.

49. Elizabeth is awarded all the funds in her personal bank accounts, if any.

50. Lynn is awarded all the funds in his personal bank accounts, if any.

51. All other accounts, to the extent any exist, should be awarded to the party whose name is on the account.

#### MISCELLANEOUS

52. Both parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their Decree of Divorce. Should a party fail to execute a document within sixty (60) days of the entry of their Decree of Divorce, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

53. Elizabeth should be restored to her maiden name, Jensen, if she so desires.

**\*END OF ORDER\***

**\*\*THE COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE\*\***

**APPROVED AS TO FORM:**

/s/ Lynn Marchant (signed via DocuSign, on file)

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LYNN H. MARCHANT, Respondent

Date: 5/14/2026