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Attorney for Petitioner

IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF DAVIS STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF:

EMILY WHITE,

Petitioner,

and

ERIC WHITE,

Respondent.

DECREE OF DIVORCE

Case No.: 264700072

Judge: Michael D. DiReda

Commissioner: Julie Winkler

Petitioner["Emily"] having filed a Petition for Divorce against the Respondent ["Eric"] the Respondent having filed an Answer and the parties having reached a final resolution by filing a Stipulation resolving all issues and the Court having previously entered its written Findings of Fact and Conclusions of Law;

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

- 1 DIVORCE: That the parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.
- 2 CUSTODY AND PARENT-TIME:

- 3 Physical custody. Emily shall be awarded the primary physical custody, care, and control of the minor children of the parties.
- 4 Parent-time. Eric's parent-time shall be pursuant to Utah Code § 81-9-302.
- 5 The parties acknowledge that the minor child has not recently exercised parent-time with Eric. The intent of these orders is to facilitate a return to, at minimum, the statutory parent-time schedule.
- 6 Eric may elect to participate in reunification therapy. If Eric elects to do so, the parties shall use Carly McGuire. Eric shall be responsible for initiating such therapy if needed to facilitate parent-time.
- 7 Holiday and extended parent-time shall be pursuant to Utah Code § 81-9-302.
- 8 Legal custody. The parties shall be awarded joint legal custody of the minor children of the parties consistent with the advisory guidelines as outlined in Utah Code §81-9-202. The parties shall work together to make major decisions regarding the children. If they cannot agree, Emily shall have final decision-making authority, subject to Eric's ability to bring the matter back to Court for review if he does not believe the decision is in the best interest of the minor children.
- 9 Transportation. Pursuant to Utah Code §81-9-202(5) the parties shall equally divide the transportation between them as follows: each party shall retrieve the minor child from the other parties' residence or reasonably designated location, unless otherwise agreed by both parties.
- 10 Relocation. Pursuant to Utah Code 81-9-209, if either party relocates more than 150 miles away from their current residence then the relocating party shall comply

therewith.

·11 CHILD SUPPORT:

·12 That for child support purposes Emily's gross monthly income shall be imputed at \$2,600.00.

·13 That for child support purposes Eric's gross monthly income shall be imputed at \$16,439.00.

·14 That Eric's child support obligation to Emily shall be \$1,346.00 per month.

·15 Pursuant to Utah Code §§81-6-101 and 81-9-101, in order for the parties to be designated joint physical custodians that in addition to child support, each of the parties be obligated to pay ½ of the child's extra-curricular activities, school fees, school lunches, and other such similar costs and expenses that directly benefit the minor child. The reimbursement of costs and expenses shall be consistent with the terms outlined in the Health Insurance section below.

·16 That pursuant to Utah Code §81-7-102 the child support payment shall be payable either in full by the 1st day of each month or it will be due ½ by the 5th and ½ by the 20th of each month.

·17 That the child support obligation shall continue until i) a minor child reaches the age of eighteen (18); or ii) until the child has graduated from high school during the child's normal and expected year of graduation - whichever occurs later. Commencing the following month, the parties shall automatically adjust the child support obligation by recalculating the child support obligation minus the emancipated minor child (<https://orscsc.dhs.utah.gov>).

- 18 Pursuant to Utah Code §81-6-211, there shall be an automatic reduction in child support for extended parent-time unless the parties enjoy joint physical custody.
- 19 Pursuant to Utah Code §62A-11-403, an order authorizing Universal Withholding of Relief may issue if the obligor becomes thirty days delinquent in the payment of child support.
- 20 CHILDCARE:
 - 21 Pursuant to Utah Code §81-6-101 the parties shall equally share any out-of-pocket childcare costs incurred solely for the purpose of working or attending school.
 - 22 Pursuant to Utah Code §81-6-209 if an actual expense for childcare is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon: 1) presentation of reasonable but verifiable proof of the out-of-pocket child care expense; and 2) proof of employment; or 3) proof of enrollment and attendance at school.
 - 23 The parent incurring the childcare expense shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider. The custodial parent shall notify the other parent of any change in provider or expense within thirty (30) calendar days of the change.
 - 24 The custodial parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with this section.
- 25 HEALTH INSURANCE:
 - 26 Code. Pursuant to Utah Code §81-6-208, Eric shall maintain the health insurance for and on behalf of any minor child of the parties so long as it is available through their

employment.

- 27 Apportionment of Medical Insurance Premium. Each party shall pay one-half ($\frac{1}{2}$) of the minor child's portion of the medical, dental, and vision insurance premium.
- 28 This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children.
- 29 The party with insurance shall provide verification of coverage to the other party and to the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2nd of each year. The party shall notify the other party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within thirty (30) days from the date of the change and provide an annual updated medical card.
- 30 Out-of-Pocket Costs. Each party shall pay one-half ($\frac{1}{2}$) of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the minor child.
- 31 Reimbursement. The party who incurs health care expenses shall provide written verification of the cost and payment to the other party within thirty (30) days of payment. The other party shall reimburse their one-half ($\frac{1}{2}$) within thirty (30) days of receipt of the verification.
- 32 Compliance. The party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the party

incurring the expenses fails to comply with this section.

- 33 Double Coverage. Pursuant to Utah Code §81-6-208(7) if, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of Emily shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Eric shall be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is 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 child. In addition, if there is double coverage then the insurance premiums offset and neither party shall pay a portion of the other party's premium—regardless of any disparity in the premium cost.
- 34 INCOME TAX/DEDUCTIONS:
 - 35 Eric shall pay any state or federal income tax for the 2025 tax year.
 - 36 shall be awarded the right to claim the child in even years. shall be awarded the right to claim the child in odd years.
 - 37 Pursuant to Utah Code §81-6-210, if Eric is not current in his child support obligation the tax exemption shall automatically revert to .
 - 38 Upon reasonable advance notice and request, each party shall provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

- 39 REAL PROPERTY: That the home and real property [“Home”] located at 90 North 2975 West, Layton, Utah 84041, shall be sold. The net equity from the sale of the home shall be equally divided by the parties.
- 40 PERSONAL PROPERTY: The personal property currently in each party’s possession is awarded to that party. Any remaining marital personal property shall be divided equitably. In the event of a dispute, the parties shall first attempt to resolve the matter through mediation before seeking Court intervention. Neither party may dispose of or encumber any property at issue without further order of the Court or written agreement of the parties.
- 41 Emily shall be awarded the burial plots and the 2022 Kia Telluride and any debt associated with said vehicle.
- 42 Eric shall be awarded the 1949 Truck and the 2020 GMC Silverado and any debt associated with said vehicle.
- 43 DEBTS:
- 44 There are no marital debts to divide.
- 45 RETIREMENT BENEFITS:
- 46 That the parties shall divide the parties’ retirement as outlined herein. For the purpose of division, any withdrawals made since the parties date of separation on November 12, 2025 shall be added back to the balance of the accounts. A Qualified Domestic Relations Order (“QDRO”) shall be issued from this Court to assist the parties in dividing the foregoing.
- 47 Division Date will be the parties’ date of divorce.
- 48 Eric shall be ordered to prepare the QDRO.

- 49 The Plan Administrator for Eric's retirement account is presently unknown. The parties shall exchange this information within thirty (30) days of the entry of the Decree of Divorce.
- 50 That the parties shall exchange any and all reasonably necessary information pertaining to the foregoing retirement and related investment accounts. This exchange shall occur within sixty (60) days of the entry of the Decree of Divorce and each party shall cooperate and execute all documents necessary to effectuate the transfer of their retirement and related investment accounts.
- 51 Eric has a pension that will be equally divided (\$3100 monthly). Eric shall pay Emily $\frac{1}{2}$ of the monthly pension payment every month until the QDRO is finalized and the payment goes directly to Emily.
- 52 The 401k shall be divided as follows: Emily to receive 55% and Eric to receive 45%.
- 53 All other retirement accounts, if any, shall be equally divided.
- 54 ALIMONY:
- 55 That alimony shall be awarded from Eric to Emily the amount of \$3,654.00 per month. That the alimony award shall continue in a duration of 16 years, or until the Petitioner remarries, cohabitates, or dies - whichever occurs first.
- 56 MAIDEN NAME: That Emily shall be restored to her maiden name of Huffaker, if she so desires.
- 57 ATTORNEYS FEES:
- 58 That each of the parties shall pay their own attorney fees and court costs if this matter remains uncontested. If Eric contests this matter, then Eric shall be allocated all of

Petitioner's attorney fees and court costs incurred herein.

·59 That if either party defaults in his or her obligation hereunder or must seek relief from the Court in the enforcement or modification of the Decree of Divorce, the non-prevailing party shall be liable to the other party for all reasonable expenses, including attorney fees and court costs actually incurred.

·60 TRANSFER OF PROPERTY/NOTICE TO CREDITORS:

·61 Each party shall immediately deliver all property awarded to the other party in their possession and execute all documents and titles necessary to effectuate a property transfer as set forth in this Agreement, including automobile titles, tax forms and/or any other instrument necessary to carry out the orders of this Decree of Divorce.

·62 Each party shall immediately notify their respective creditors of the terms of the Decree of Divorce, the party obligated to each specific debt and make other such reasonable arrangements to implement the terms of the Decree of Divorce.

·63 Unless otherwise agreed the foregoing shall be completed within sixty (60) days of the entry of the Decree of Divorce.

CERTIFICATE OF SERVICE

I hereby certify that on July 21, 2026 a true and correct copy of the foregoing ***Decree of Divorce*** was served via one or more of the following methods (1) electronic notification, (2) first class mail (postage prepaid), (3) text messaging, and/or (4) email, to the following:

Malcolm Lamb
Attorney for Respondent

/s/ Cheyenne Fresh
Paralegal

****** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court ******