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

IN THE MATTER OF THE MARRIAGE OF	DECREE OF DIVORCE
HEATHER HAVER, Petitioner,	
and	
JESSE HAVER Respondent.	Case No.: 254701505 Judge: Michael Edwards Commissioner: Julie Winkler

The above-captioned matter came on regularly for consideration by the court without hearing. Pursuant to the *Stipulation and Settlement Agreement* a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE:

1. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

2. The parties have three minor children born as issue of their marriage:

<u>Child's Initials</u>	<u>Birth Month and Year</u>
L.H.	Jan 2011
J.H.	Oct 2012
W.H.	Dec 2015

Provisions Relating to Minor Children:

3. **Legal Custody:** The parties shall share joint legal custody under the terms of the parenting plan herein.

4. **Child Custody:** The parties shall share joint physical custody of the children.

5. **Regular Parent-Time:** Parent time shall be as the parties agree. If the parties are unable to reach an agreement, the parties shall have parent time pursuant to a 50/50 parent-time schedule with a week on/week off rotation. Exchanges shall occur on Thursdays through the school when school is in session or at 5 pm if school is not in session. The party beginning their parent time shall pick the children up from the school at the school release time, or at 5 pm at the other parent's home on non-school days. The overnight schedule is represented visually as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Wk1	Mom	Mom	Mom	Dad	Dad	Dad	Dad
Wk2	Dad	Dad	Dad	Mom	Mom	Mom	Mom

6. **Holiday Parent-Time:** The parties shall adhere to the following holiday parent-time schedule below:

Holiday	Holiday Time Period	Jesse's Years	Heather's Years
Spring Break	begins at 6 p.m. on the day that school dismisses for spring break. ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if no school.	Odd	Even

Memorial Day	begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. ends: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even	Odd
Mother's Day	begins on Mother's Day at 9 a.m. & ends on Mother's Day at 7 p.m.	Never	Always
Father's Day	begins on Father's Day at 9 a.m. & ends on Father's Day at 7 p.m.	Always	Never
Independence Day	begins on July 3rd at 6 p.m. & ends on July 5th at 6 p.m.	Odd	Even
Labor Day	begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd	Even
Fall Break	begins at 6 p.m. on the day school is dismissed for fall break. ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd	Even
Halloween	begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if no school. ends at 9 p.m. on the same day the holiday begins.	Even	Odd
Thanksgiving	begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even	Odd
Winter Break (1st portion)	begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday & ends on December 27th at 7 p.m.	Odd	Even
Winter Break (2nd portion)	begins on December 27th at 7 p.m. & ends upon delivering the child to school on the day that school resumes after the winter break.	Even	Odd

Child's Birthday (Actual Day)	begins at 3 p.m. & ends at 9 p.m.	Even	Odd
Child's Birthday (Day before or after)	begins at 3 p.m. & ends at 9 p.m.	Odd	Even

7. Extended Parent-Time: Extended parent-time shall be as the parties are able to agree.

If the parties are unable to agree, each party shall be awarded two weeks of uninterrupted parent-time during the summer months when school is not in session. Unless the parties agree otherwise, these two weeks shall be exercised consecutively. In the event of a conflict, the parties shall alternate who has first choice of uninterrupted parent-time with the parent who has the earlier election being awarded first choice. In even numbered years, mother shall make her election of dates no later than April 1st and father shall make his election no later than April 15th. In all odd numbered years, father shall make his elections no later than April 1st and mother shall make her election of dates no later than April 15th.

8. Precedence of Parent-Time: If a conflict arises in the parent-time schedule the order of precedence is:

- a) the holiday schedule for Mother's Day or Father's Day;
- b) the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
- c) the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday;

- d) extended parent-time; and
- e) the regular parent-time schedule.

9. Transportation/Exchanges: Transportation and parent-time exchanges shall be as the parties agree. If the parties do not agree, parent-time exchanges shall occur through the children's school, wherein the parent ending their parent-time timely drops the children off at school and the parent beginning their parent-time picks the children up from school at the school release time. In all other instances, the parent beginning his or her parent-time shall be responsible for transportation. Unless otherwise dictated by the holiday statute, when school is not in session, exchanges shall be at 5 pm.

10. Virtual Parent-Time: Both parents shall allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

11. Right of First Refusal: If either party is available when the other parent is not available to personally care for the child during their parent-time and overnight, the other parent shall have the first option to provide care for the children. A parent exercising the right of first refusal is responsible for all associated transportation.

12. Address and Phone Number: Each party shall keep the other party informed of his or her address and telephone number at all times.

13. Child Support: Heather is employed by the University of Utah. Heather's gross monthly income is \$9,271.00. Jesse is employed by Badwater, Inc. Jesse's gross monthly income is \$10,676. The joint custody worksheet shall be used to calculate child support with mother having 183 overnights and father having 182 overnights. Jesse shall be ordered to pay

child support to Heather for the parties' children in the amount of \$125.00 per month in accordance with Utah Code 81-6-203 beginning July 1, 2026.

a. The child support shall be paid until (1) the minor child reaches the age of majority or graduate High School in the expected year 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 in accordance with Utah Code 80-7-102 et seq. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

b. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code 26B-9, and any Federal and State tax refunds or rebates due the non-custodial parent shall be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the party owing child support.

c. Child support shall be paid in two increments each month; half on the 5th and half on the 20th of each month.

14. Medical Insurance Coverage: Heather currently provides health insurance for the minor children. The parties shall not be required to maintain duplicate or double insurance coverage for the minor children unless the parties agree in writing or the Court orders otherwise. Instead, the parties shall maintain coverage for the minor children under the insurance plan available to either

party, or to a step-parent if applicable, that provides the best available coverage when considering cost, accessibility to the children, covered providers, deductibles, copays, out-of-pocket limits, and covered benefits.

15. If both parties have insurance available for the children at a reasonable cost, the parties shall confer in good faith to determine which plan provides the best overall coverage for the children. The parent whose plan is selected shall maintain the children's insurance coverage so long as the coverage remains available at a reasonable cost and is accessible to the children. If the selected plan later changes in cost, benefits, accessibility, or availability, the parties shall promptly confer to determine whether the other parent's available plan provides better coverage.

16. If a parent remarries and the minor children are eligible for coverage under a stepparent's insurance plan, that plan may be considered in determining the best available coverage for the children and shall be treated as available through the remarried parent for purposes of this provision.

17. The party who carries insurance for the children shall provide the other party with verification of health, dental, vision, hospital, and any other available medical insurance coverage on or before January 2 of each calendar year. Each party shall notify the other party of any change in insurance carrier, premium, benefits, accessibility, or availability within thirty (30) days of the date the party first learned of such change, or reasonably should have known, of the change.

18. Medical Insurance Premiums: Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The

children's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the results by the number of minor children of the parties. Pursuant to U.C.A. 81-6-208(8), a parent who provides insurance shall receive credit against the child support or recover the other parent's portion of the premium.

19. Out-of-Pocket Medical Expenses: Each party shall pay half of all reasonable and necessary health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, therapeutic, orthodontic, optical, hospital, dental and other medical insurance coverage and all reasonable and necessary uninsured health, therapeutic, orthodontic, optical, hospital, dental and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent. Either parent who incurs these out-of-pocket medical expenses for the parties' minor children shall provide written verification of the costs and payment of such expenses to the other parent within thirty (30) days of payment, and the other parent shall reimburse them within 30 days of receiving verification. Under U.C.A. 81-6-208 in addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

20. Childcare: Each party shall be responsible and liable for one-half of the reasonable childcare costs actually incurred as a result of the parties' work. Both parties' portions of these

childcare costs shall be paid directly to the childcare provider in a timely manner. It is not anticipated that the parties will have paid childcare.

21. Claiming the Children on Taxes: The parties shall share the tax deductions and credits related to the minor children. So long as three children may be claimed, Heather shall claim the middle child, Jesse shall claim the youngest child, and the parties shall alternate who shall claim the oldest child beginning with Heather claiming the child for the 2026 tax year.

22. When only two children may be claimed, Jesse shall claim the older child and Heather shall claim the younger child.

23. When only one child may be claimed, the parties shall alternate who shall claim the remaining child with Heather claiming the child in even numbered tax years and Jesse claiming the child in odd numbered tax years.

24. Extra-curricular Activities: The parties shall discuss which extra-curricular activities the children shall participate in. The parties shall support the children in these extra-curricular activities, financially and otherwise sharing the cost equally, whenever they have agreed on the children's involvement in any activity in writing. The parties shall cooperate to enable the children to attend any extracurricular activities that occur on their parent time such as practices and games. A parent who enrolls a child in an activity without discussing it with the other parent (and obtaining their agreement in writing) is solely responsible for the associated costs. A parent shall provide receipts for payment of extra-curricular expenses or school fees to the other parent within 30 days of incurring or paying the expense. The other parent shall reimburse within 30

days of receiving the proof from the paying parent. The children are enrolled in the following activities and shall participate in them as they desire:

Child	Extra-Curricular Activities
L.H.	Club soccer and high school soccer
J.H.	Recreational football and basketball
W.H.	Club Soccer

25. As child support is calculated using the joint custody worksheet, it is expected that both parents shall provide clothing and necessities for the children in their respective homes. A parent is responsible for providing a child with a school lunch or lunch money on the days they deliver the child to school. The parties shall equally share any mandatory school fees including, but not limited to, registration fees, lab fees, mandatory supplies, bus fees, etc.

PARENTING PLAN PROVISIONS FOR JOINT LEGAL CUSTODY

26. **Mutual Restraining Order:** The parties are restrained from disparaging the other party to or in the presence of the children and are to instruct third parties to also be so restrained. Both parties are restrained from discussing the legal action or divorce finances with or in the presence of the children and are to instruct third parties to also be so restrained. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

27. **Medical Information:** Both parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission.

28. Educational Information: Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission.

29. Each party shall be listed as a parent for the purposes of school contact or medical care provider contact.

30. Notice of Activities: Both parties shall have the right to be notified by the other party of major events in the children's lives that they otherwise would not be aware of, so that they can have enough advance notice to attend.

31. Communication: Each party shall communicate directly with the other and not through third persons. The children shall never be used as messengers. Communication shall be respectful and at no time shall it be sarcastic or derogatory. Communication shall be limited to matters involving the minor children such as their health, activities, and well-being. In the event of a child's medical emergency, each party shall immediately notify the other.

32. Out of State Travel: Any parent traveling with the children overnight shall provide a brief itinerary, including dates and locations, to the other parent as stated in Utah Code 81-9-202(19).

33. Relocation: The parties shall follow the notice provisions of Utah Code 81-9-209.

34. Decision making: It is anticipated that parental decisions shall be required for major decisions in raising the children, including, but not limited to, medical, dental, psychological treatment/counseling, and education. When these issues arise, the parents shall discuss the issues. Each parent shall give good faith consideration to the views of the other. If the decision

involves medical or schooling issues, the parties shall seek input from the treating physicians or educators. Both parents shall be provided with such input.

35. If the parents cannot agree after making a good faith effort to come to an agreed-upon decision, neither parent shall have “presumptive decision-making authority.” The parties shall attend mediation before bringing the matter before the court.

36. The children shall remain in the current schools and feeder schools unless the parties agree otherwise. Specifically, Highmark Charter School and Northridge High School.

37. **Emergency Medical Decisions:** The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent shall notify the other parent of the emergency immediately.

38. **Day-to-Day Decisions:** Whichever parent has the children in his or her physical custody shall make minor, day-to-day decisions regarding them and their care.

39. **Implementation of Treatment:** Each of the parties shall facilitate, help and promote the taking of medication or other regimens of therapy for the children as prescribed by a doctor.

40. **Mediation before Litigation:** If the parties have a dispute concerning an issue addressed in the provisions of the Decree or this Parenting Plan, they shall seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree. If the parties are unable to attend mediation within a reasonable timeframe after the issue arises, despite making a good faith effort to do so, they may bring the issue before the court.

41. Tattooing, Body Piercing, and Permanent Cosmetics: Neither parent shall or allow others to permanently change the appearance of the body of the children, including but not limited to body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

42. Corporal Punishment: The parties shall refrain from using corporal punishment with the minor children and shall keep third parties from doing so.

*****END OF PARENTING PLAN PROVISIONS*****

Provisions Relating to Debts and Obligations

43. During the course of the marriage, the parties acquired certain debts and obligations, which shall be divided as follows:

<i>Creditor and Last Four of Account Number</i>	<i>Held in Whose Name</i>	<i>Approximate Balance</i>	<i>Debt Responsibility Allocated as Follows:</i>
Goldenwest Credit Union (VW Atlas)	Jesse	\$18,000.00	Jesse
Recreational Concepts, Inc.	Both	\$2,757.15	50/50
Sloan Servicing (Student Loan)	Heather	\$37,372.00	Heather
Aidvantage (Student Loan)	Heather	\$17,864.00	Heather

44. A party responsible for a debt shall hold the other party harmless regarding that debt.

45. Each party shall be solely responsible for the debts held in his or her separate name and shall hold the other party harmless therefrom. Neither party shall incur any new debt using the other party's name, image, or social security number.

46. Pursuant to Utah Code 81-4-406(3)(b) the parties shall notify respective creditors regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

Provisions Relating to Personal Property

47. **Vehicles:** Jesse is awarded the VW Atlas subject to the debt thereon, which debt is held in his sole name. Heather is awarded the Subaru Assent subject to the debt thereon, which debt is held in her name. The parties' car insurance has been paid through July 23, 2026. Each party shall be responsible for obtaining his or her own insurance once that coverage expires.

48. **Personal Property:** The parties have already divided their personal property. Each is awarded the items in his or her possession or control as separate property.

49. **Accounts:** The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. There are no jointly held accounts. Each party is awarded the accounts held in his or her name as follows:

Bank	Awarded to
Goldenwest *5646	Jesse
Goldenwest *3526	Heather
Goldenwest *8998	Rust Hold Co/Jesse
Fidelity *2263	Rust/Jesse

50. **Life Insurance:** Jesse is awarded the Northwestern Mutual life insurance policy with an approximate cash value of \$27,000.00 as his separate property.

51. **Businesses:** During the course of the marriage, the parties have acquired an interest in a business entity known as Rust Hold Co. Jesse is awarded all right, title and interest in said

business entity including but not limited to the accounts totaling \$46,565.00 as listed above. These funds are pre-tax dollars, and Jesse is liable for any tax consequences associated with use of these funds.

Provisions Relating to Retirement Accounts

52. Retirement Accounts: During the course of the marriage, the parties have acquired pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans. Each party is awarded the accounts in his or her name. These accounts are as follows:

Financial Institution	In Whose Name	Approximate Balance
Northwestern Mutual IRA	Jesse	142,403.00
Empower 401(k)	Jesse	5,821.02
Fidelity IRA	Heather	2,060.20
Fidelity 403(B)	Heather	4,368.17
Fidelity 401(A)	Heather	4,187.73
Wisconsin Employee *0419	Heather	33,219.35
US Federal Government *8974	Heather	42,041.89

Provisions Relating to Real Property

53. Real Property: During the marriage, the parties have acquired an interest in real property, commonly known as 2718 E 1650 N, Layton, Utah 84040.

54. It is reasonable, necessary and proper that Heather be awarded the temporary and permanent exclusive use and possession of said real property. The real property shall be sold as soon as reasonably practicable by a realtor of Heather's choosing. Equity shall be calculated by subtracting all expenses of the sale and all mortgages or liens against the property from the purchase price of the home as follows:

- a. First, pay expenses of sale;

- b. Second, retire all mortgages and liens;
 - c. Third, the balance remaining thereafter shall be divided equally between the parties, with \$67,957 being awarded to Heather from Jesse's portion to offset the Rust account, life insurance policies, and 401k's; and
 - d. Last, the remaining equity in the property shall be divided equally between the parties, one-half to each.
 - e. The title company closing the sale of the property shall be responsible for distributing the final allocated amounts directly to each party as listed above.
- The parties shall cooperate to ensure that the title company has appropriate instructions to do so.

55. Until the home is sold, Heather shall be solely responsible for timely paying all expenses associated with the marital home, including but not limited to the mortgage, taxes, and insurance thereon. Heather shall timely pay all utility expenses associated with the home.

Miscellaneous Provisions

56. **Alimony:** Both parties to this action are able-bodied and employed, and neither party is awarded any alimony from the other. Both parties waived any claim to alimony now or in the future.

57. **Restoration of Maiden Name:** Heather's name is restored from Heather Marie Kelly Haver to Heather Marie Kelly.

58. **Attorney's Fees:** Each party is responsible for his or her own attorney's fees

59. Delivery of Documents: Each party is 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.

[END OF COURT ORDER. SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Chad Shattuck

Chad Shattuck

Attorney for Heather Haver

**Electronically signed with permission given on 8/25/2026*

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Jesse's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of August 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Chad Shattuck

chad@tyshlaw.com

Attorney for Heather Haver

/s/ Tyra West

Tyra West

Paralegal for Kelli J. Larson