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Attorney for Jessica Russ

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

In the Matter of the Marriage of:

JESSICA KATHERINE RUSS,

Petitioner,

and

ZACHARY JOSEPH RUSS,

Respondent.

DECREE OF DIVORCE

Case Number 264701076

Judge David J. Williams

Commissioner Christina Wilson

The Court, having entered its *Findings of Fact and Conclusions of Law*, now hereby
ORDERS, ADJUDGES, and DECREES as follows:

DISSOLUTION OF MARRIAGE AND GROUNDS

1. The parties are hereby awarded a *Decree of Divorce* due to irreconcilable differences, forever dissolving the bonds of matrimony heretofore existing between them, to become final upon signature and entry.

MINOR CHILDREN

2. The parties have two (2) minor children, to wit: B.E.A.R., born April 2018, and L.K.R., born April 2023.

CUSTODY AND PARENT-TIME

3. Legal Custody. The parties are hereby awarded joint legal custody of their children pursuant to the Parenting Plan.

4. Physical Custody & Parent-Time. Jessica is hereby awarded sole physical custody of the minor children with Zachary's parent-time as the parties mutually agree in text. In the event the parties cannot reach a mutual agreement on a specific request, Jessica's decision shall govern, consistent with Jessica's sole physical custody, while preserving the child(ren)'s best interests and stability.

5. Holiday Parent-Time. Holiday parent-time shall be as the parties can agree, but if they cannot agree, then it shall be shared equally pursuant to Utah Code § 81-9-302(12) (2026) with Zachary designated as the noncustodial parent for purposes of interpreting that statute as follows:

Odd Years	Even Years	Holiday and Time
Zachary	Jessica	Dr. Martin Luther King Jr. Holiday after school on the Friday before the holiday to 8:30 p.m. on the holiday.
Jessica	Zachary	Presidents' Day after school on the Friday before holiday to 8:30 p.m. on the holiday.
Zachary	Jessica	Spring Break after school on the day school lets out to 8:30 p.m. the day before school resumes.
Jessica	Zachary	Memorial Day after school on the Friday before holiday to 8:30 p.m. on the holiday.
Jessica	Jessica	Mother's Day 5:30 p.m. the day before Mother's Day to 8:30 p.m. on Mother's Day.
Zachary	Zachary	Father's Day 5:30 p.m. the day before Father's Day to 8:30 p.m. on Father's Day.
Jessica	Zachary	Juneteenth National Freedom Day 5:30 p.m. before the holiday if the day before is not Father's Day (or 8:00 a.m. on the holiday if the day before is Father's Day) to 8:30 p.m. on the holiday.
Zachary	Jessica	July 4th 5:30 p.m. the day before holiday to the day after at 8:30 p.m.

Jessica	Zachary	July 24th 5:30 p.m. the day before holiday to the day after at 8:30 p.m.
Zachary	Jessica	Labor Day after school on the Friday before holiday to 8:30 p.m. on the holiday.
Zachary	Jessica	Fall Break after school on the day school lets out to 8:30 p.m. the day before school resumes.
Jessica	Zachary	Halloween after school to 8:30 p.m., or if school is not in session, 3:00 p.m. to 8:30 p.m.
Jessica	Zachary	Thanksgiving after school on the day school lets out to 8:30 p.m. the day before school resumes.
Zachary	Jessica	Winter Break (First Half) beginning after school the day school lets out until December 27 at 8:30 p.m.
Jessica	Zachary	Winter Break (Second Half) beginning December 27 at 8:30 p.m. and ending at 8:30 p.m. the day before school resumes.
Zachary	Jessica	The day before or after child's birthday 3:00 p.m. to 8:30 p.m.
Jessica	Zachary	Child's actual birthday 3:00 p.m. to 8:30 p.m.

6. Summer Parent-Time. Each party shall receive up to two (2) uninterrupted weeks of extended parent-time in the summer. Both parents shall provide notification of extended summer-time with the children by April 1st each year for first option parent and April 15th for second option parent. Jessica shall have first choice of extended time in odd numbered years and Zachary shall have first choice of extended time in even numbered years. If notification is not provided timely, the complying parent may have priority.

PARENTING PLAN

7. Communication Between Parties. Unless the parties agree otherwise, the parties shall communicate by text. The parties shall remain civil and polite in all of their communications, and they shall not disparage or denigrate the other parent, recite history, or cast blame for any past, current, or future circumstance which may negatively affect the children.

8. Notification of Child's Illness. The parties shall notify one another of any illness that the minor child(ren) experience during parent-time. They shall also keep one another informed of any medications prescribed for the child(ren), as well as any scheduled appointments with medical, dental or mental health professionals. Neither party shall schedule appointments

for the minor child(ren) to occur during the other parent's parent-time without the consent of that parent.

9. Notification of Medical Emergency. In the event of a medical emergency involving the minor child(ren), each party shall make a reasonable effort to contact and consult with the other party. Such reasonable effort shall include calling the other party's work, home, and cell phone, and leaving a message describing the emergency and location of the minor child(ren).

10. School and Medical Records. Both parties shall have unfettered access to all school and medical records and/or reports. Both parties shall be listed as a party that may check the minor children out of school.

11. School. Jessica's home shall be designated the minor children's residence for school and education purposes.

12. Communication with the Minor Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor children, in the form of mail privileges, telephone communication, and virtual parent-time as may be appropriate given the age of the minor children.

13. Day-to-day Decisions. Day-to-day decisions regarding the care, control, and discipline of the children shall be made by the parent with whom the child is residing at the time.

14. Dispute Resolution Mechanism: The parties shall discuss, in writing, all other significant decisions regarding the children, including, but not limited to, the children's education, health care, and religious upbringing. Specifically, the parents shall exchange information concerning the health, education, and welfare of the children, and where possible, confer before making decisions concerning any of these areas. If the parties cannot reach a

mutual decision, Jessica shall have final decision-making authority subject to Zachary's right to motion the Court to review and rule upon the decision regarding the children, considering the best interests of the children, and based upon the preponderance evidentiary standard.

15. Emergency Decisions. Each party may make emergency decisions regarding the health and safety of a child without first obtaining the consent of the other party, however, they shall immediately notify the other party in writing in the event of such an emergency, both as to the nature of the emergency and any emergency decision that has been made. Mutual decision-making shall resume pursuant to the foregoing Dispute Resolution Mechanism, however, as soon as reasonably practicable.

16. Travel. If a parent plans to travel with the child(ren), or is arranging for the children to travel with a sports team, religious group, school group or friends, the parent arranging the travel shall notify the other parent at least fourteen (14) days before the anticipated date of departure and shall provide the other parent with:

- a. an itinerary of the travel dates;
- b. destinations;
- c. places where the travelling parent can be reached;
- d. names of persons who will be traveling with the children;
- e. contact information for the locations where the children will be staying;

and

f. the name and telephone number of an available third person who would be knowledgeable of the children's location.

17. Relocation. All of the terms provided in Utah Code § 81-9-209 (2026) shall be fully incorporated into the *Decree of Divorce* as binding provisions on both parties as those code

provisions have been interpreted through Utah case law including *Ross v. Ross*, 2019 UT App 104, 447 P.3d 104.

18. No Abuse of Drugs or Alcohol. The parents shall not permit the children to be in the presence of anyone, including the parents themselves, who is abusing alcohol or using illegal drugs.

CHILD SUPPORT

19. Jessica's Income. Jessica is currently employed and has a gross monthly income of \$18,666.

20. Zacharay's Income. Zachary is currently unemployed, and shall be imputed at a monthly income of at least \$1,257.

21. Child Support Award. Pursuant to the Utah Uniform Child Support Guidelines § 81-6-204, the parties' respective incomes, and a Sole Physical Custody Worksheet, Zachary is hereby ordered to pay child support to Jessica in the amount of \$138 per month.

22. Due Date of for Base Child Support Payment. The monthly base child support shall be paid one half on or before the fifth (5th) day of each month, and the other half on or before the 20th day of each month, unless a parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the fifth (5th) day of the month shall be deemed delinquent on the sixth (6th) day of the month.

23. Termination of Child Support. Pursuant to Utah Code § 81-6-213, unless the Court orders otherwise, support for a child terminates at the time (i) the child becomes eighteen (18) years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (ii) the child dies, marries, becomes a member of the

armed forces of the United States, or is otherwise emancipated in accordance with Utah Code §78A-6-801 et seq.

24. Modification of Child Support. Under Utah Code § 81-6-212, a party has a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others; and if the change is not of a temporary nature and it results in a 15% or more difference between the amount previously ordered and the new amount of child support calculated using the appropriate child support worksheet. Additionally, the parents shall have a right to adjust this child support order by motion after three (3) years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code § 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount. In any proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

HEALTH INSURANCE & MEDICAL EXPENSES

25. Health Insurance. Pursuant to Utah Code § 81-6-208, the parties shall maintain

health insurance for the benefit of the minor children so long as it is available at reasonable cost through employment of either party, government subsidy, public assistance, or otherwise, and so long as it is required by law, but at least until the child(ren) should reach the age of majority and complete high school with his/her usual class, marry, or otherwise becomes emancipated, whichever should first occur.

26. Calculating the Child's Portion of the Premium. As Zachary is presently unemployed, Jessica shall pay 100% of the children's portion of the premium without reimbursement from Zachary.

27. Verification of Coverage. 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, 42 U.S.C. Section 601 *et seq.*, upon initial enrollment of the children, and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 *et seq.*, of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew or should have known of the change.

28. Medical Expenses. As Zachary is presently unemployed, Jessica shall pay 100% of all non-covered medical and dental expenses for the minor children.

29. Designation of Primary & Secondary Health Insurance Coverage. Pursuant to Utah Code § 81-6-208(3)(c), if, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parties, the health, hospital, or dental insurance plan of Jessica shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Zachary shall be secondary coverage for the dependent children. If a parent marries 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 married parent and shall retain the same designation as the primary or secondary plan of the dependent children.

CHILDCARE EXPENSES

30. Duty to Pay Childcare Expenses. The parties shall each pay any childcare expenses incurred during their parent time, without reimbursement from the other.

31. Duty to Notify Other Parent. A parent who incurs regular childcare expenses shall provide the identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall also notify the other parent of any change of regular childcare provider within thirty (30) calendar days of the date of the change.

EXTRACURRICULAR ACTIVITIES & EXPENSES

32. Extracurricular Activities. Each parent shall share equally the cost of any extracurricular activities incurred on behalf of the minor children that are agreed-upon in advance and in writing by both parents.

a. The parent who directly pays for such expenses shall provide a receipt or other written verification of payment to the other parent within thirty (30) days. The other party will then have thirty (30) days to pay their portion of the expense to the other party.

b. A party incurring school and extracurricular activity expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if he or she fails to provide timely notice.

c. A party shall not unreasonably withhold consent for the child(ren) to participate in extracurricular activities.

CHILD TAX EXEMPTIONS

33. Right to Claim Exemptions. Jessica is hereby entitled to claim the children for federal and state tax purposes each year._

MARITAL PROPERTY

34. Real Property. The parties did not acquire an interest real property during the marriage.

35. Motor Vehicles. Jessica is hereby awarded the 2018 Chevy Tahoe free and clear of any claim of Zachary. Zachary is hereby awarded the 2024 Honda Civic free and clear of any claim of Jessica. The parties shall hold the other harmless and indemnify the other with regard to any debts or liabilities associated with the vehicles he or she is awarded. The parties are hereby ordered to remove the other party from the title associated with the motor vehicle awarded to him or her within ninety (90) days of entry of the *Decree of Divorce*.

36. Other Personal Property. The parties acquired various items of personal property prior to and during the course of the marriage. The parties are hereby awarded all personal property acquired prior to the marriage free and clear of any claim from the other. All marital personal property is hereby divided equitably by agreement of the parties. If the parties are unable to reach agreement, they shall participate in mediation as soon as practicable to resolve all remaining personal property issues. Until the division of personal property is finalized by written agreement or mediation, neither party shall sell, transfer, remove, conceal, alter, or damage any marital personal property or the other party's separate property, including any items identified on exchanged lists or proposed distributions, except as expressly agreed in writing. If the parties have not reached an agreement within one (1) year from the date of the *Stipulation*, the parties

are each awarded any and all personal property in their possession and located at their residence, without claim from the other.

37. Auto Insurance and Cell Phone Monthly Payments. Jessica shall continue to pay for Zachary's monthly automobile insurance and cell phone service for a period of two (2) years through July 31, 2028. Beginning August 1, 2028, Zachary shall be solely responsible for obtaining and maintaining his own separate auto insurance policy and cell phone plan, as well as paying all associated monthly costs, and Jessica's financial obligation for these expenses shall fully terminate. The parties shall cooperate to execute any necessary account transfers or line releases prior to August 1, 2028, to facilitate an uninterrupted transition.

38. Retirement Accounts. The parties acquired pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans during the marriage, which are hereby divided as follows:

a. Zachary is hereby awarded all retirement accounts in his name free and clear of any claim by Jessica.

b. As part of the equitable distribution of the marital estate, Zachary is hereby awarded a gross amount of \$150,000.00 from Jessica's University of Utah Fidelity 401(a) retirement account pursuant to a Qualified Domestic Relations Order or other order acceptable to the plan administrator. The \$150,000.00 award constitutes a gross distribution to Zachary. Any federal or state income taxes, tax withholding, early-withdrawal penalties, transaction fees, or other charges resulting from Zachary's election to receive the awarded funds as a cash distribution shall be deducted solely from Zachary's \$150,000.00 award and shall not reduce the remaining account balance

awarded to Jessica. Zachary is hereby solely responsible for all tax consequences associated with the distribution or transfer of his awarded share.

c. The parties shall equally share the reasonable cost of preparing the Qualified Domestic Relations Order and any administrative fee charged by the plan administrator to review, process, or implement the division of the account.

d. Except for the \$150,000.00 awarded to Zachary, Jessica is hereby awarded all remaining funds, balances, investment gains, and equity in the University of Utah Fidelity 401(a) retirement account and all other retirement accounts held in her name, free and clear of any right, title, interest, or claim by Zachary.

39. Financial Accounts. The parties acquired various checking, savings, and other financial accounts during the course of the marriage, which are hereby awarded as follows:

a. Jessica is hereby awarded all checking, savings, and other financial accounts in her name free and clear of any claim from Zachary.

i. Jessica is hereby awarded the One AZ Credit Union, and all funds therein, without claim from Zachary. Jessica shall remove Zachary from this account.

b. Zachary is hereby awarded all checking, savings, and other financial accounts in her name free and clear of any claim from Jessica.

i. Zachary is hereby awarded the joint Bank of America account, and all funds therein, without claim from Jessica. Zachary shall remove Jessica from this account.

MARITAL DEBTS AND OBLIGATIONS

40. Debts and Obligations. The parties acquired various debts and obligations during the course of the marriage, which are hereby divided as follows:

a. From the net proceeds Zachary receives from the \$150,000.00 retirement distribution awarded above, after the deduction of all applicable taxes, administrative fees, and other charges, Zachary shall pay in full all debts held in his name, including, without limitation, his student loans, all credit-card debts held in his name, and the outstanding loan balance secured by his vehicle. Zachary shall make the required payments directly to the applicable creditors within thirty (30) days after receiving the retirement proceeds. Within ten (10) days after making each payment, Zachary shall provide Jessica with written documentation from the applicable creditor confirming the amount paid and, when applicable, that the account has a zero balance and has been closed or otherwise satisfied. Zachary shall hold Jessica harmless from any liability, loss, collection activity, adverse credit reporting, interest, penalties, costs, or attorney fees arising from or relating to these debts or Zachary's failure to timely pay them as required herein.

b. Jessica shall be solely responsible for any debts held in her name, including, but not limited to, her student loans, holding Zachary harmless. Jessica is not responsible for the outstanding loan balance on Zachary's vehicle and shall be held harmless.

41. No New Debts. Neither party shall incur any other debts, obligations or liabilities on the other party's credit or do anything for which the other party may be legally liable. Each party shall indemnify and hold the other harmless from loss and/or liability from the debts assigned herein, and their associated obligations or liabilities which may exist or come into existence in

violation of the foregoing. Pursuant to Utah Code § 15-4-6.5, the parties shall provide a copy of the parties' *Decree of Divorce* to all creditors of the parties existing at the time of the entry of the *Decree of Divorce*.

LIFE INSURANCE ACKNOWLEDGEMENT

42. Pursuant to Utah Code § 81-4-406(3)(d), if a party owns a life insurance policy or an annuity contract, there shall be an acknowledgement by the court that the party:

- a. Has reviewed and updated, where appropriate, the list of beneficiaries;
- b. Has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and
- c. Understands that, if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract.

ALIMONY

43. Alimony Award. No alimony shall be awarded now or in the future.

MUTUAL RESTRAINING ORDERS

44. The parties are hereby ordered not to stalk, harass, intimidate, annoy, abuse, or commit domestic violence against the other, or threaten to do or attempt to do any of the above.

45. Both parties are hereby restrained from saying or doing anything including, but not limited to, speaking derogatorily about the other parent or speaking to the children about the issues in this case or from attempting to influence the children's preference regarding custody or parent-time, which would tend to diminish the love and affection of the children for the other parent.

46. Both parties are hereby restrained from defaming, demeaning, belittling, slandering, badmouthing, or disparaging the children, the other party, or the other party's family members to third parties or on any social media, including liking, following, posting, sharing, or otherwise promoting or distributing any content which could be perceived as violating any of the above provisions.

47. Both parties are hereby mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or a party shall remove the children from such circumstances.

MISCELLANEOUS PROVISIONS

48. Name Change. Jessica is hereby restored to the use of her maiden name of "Allen" if she so desires. The *Decree of Divorce*, as signed by the Judge, shall be deemed sufficient to change Jessica's name to "Jessica Katherine Allen" in any legal or official capacity.

49. Execution of Deeds. Each party shall execute such deeds, contracts, agreements, or other conveyances as may be necessary to carry out the terms of the *Decree of Divorce* within sixty (60) days of entry. Should a party fail to comply within sixty (60) days of entry, the other party may bring an order to show cause at the expense of the disobedient party and seek that the court appoint some other person to execute the document, pursuant to Utah Rule of Civil Procedure 70 (2026). Any document executed pursuant to Rule 70 (2026) will have the same effect as if executed by the disobedient party.

50. Attorney Fees. Each party shall pay his or her own reasonable attorney fees and costs incurred herein.

51. Failure to Comply with Obligations. In the event that either party fails to comply in his or her obligations ordered hereafter, the party who failed to comply shall be liable to the other party for all reasonable expenses, including attorney fees, incurred in the enforcement of the obligations created by the Court's orders.

****THIS DOCUMENT CONSTITUTES A BINDING ORDER OF THE COURT WHEN IT BEARS THE JUDGE'S SEAL AT THE TOP OF THE FIRST PAGE****

APPROVAL AS TO FORM BY:

/s/ Zachary Russ*

ZACHARY RUSS

Respondent, Pro Se

*Written authorization to affix electronic signature on record with e-filer.

RULE 7(j) NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, a true and correct copy of the above **DECREE OF DIVORCE** was served by the means indicated in the Certificate of Service attached hereto, on August 26, 2026, to the parties indicated therein. Notice of objections to this order must be submitted to counsel within seven days after service. Should no objections to this order be submitted to counsel within seven days after service, this Order should be presented to the Court for entry and signature.

/s/ Hayli Dickey

HAYLI DICKEY

Attorney for Jessica Russ

CERTIFICATE OF SERVICE

I certify that on August 26, 2026, I served a true and correct copy of the foregoing **DECREE OF DIVORCE** with the Court causing service to be effectuated on the following via method indicated:

Zachary Russ
Respondent, Pro Se
Zacharyjuss87@gmail.com

/s/ Jen Linschoten